



FRANCHISE DISCLOSURE DOCUMENT

The UPS Store, Inc.
A Delaware Corporation
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San Diego, California 92121
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Website: <http://www.theupsstore.com>

We grant The UPS Store® franchises for Centers featuring shipping, packaging, postal, print, and similar business and communication services to be operated at Traditional and Non-Traditional locations. This disclosure document focuses on Centers to be operated at Traditional locations. (We offer franchises for Centers to be located at Non-Traditional locations in a separate franchise disclosure document).

The total investment necessary to begin operation of a Traditional (non-Rural and non-Veterans) Center is \$167,825 to \$254,562. This includes \$36,850 to \$58,250 that must be paid to the franchisor or affiliate. The total investment necessary to begin operation of a Rural Center is \$139,673 to \$335,082. This includes \$25,250 to \$31,050 that must be paid to the franchisor or affiliate.

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 our Franchise Development department at 6060 Cornerstone Court West, San Diego, California 92121, (877) 623-7253.

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 an accountant.

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

Issuance Date of this Franchise Disclosure Document: April 30, 2015, as amended November 9, 2015

STATE COVER PAGE

Your state may have a franchise law that requires a franchisor to register or file with a state franchise administrator before offering or selling in your state. REGISTRATION OF A FRANCHISE BY A STATE DOES NOT MEAN THAT THE STATE RECOMMENDS THE FRANCHISE OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT.

Call the state franchise administrator listed in Exhibit 7 for information about the franchisor or about franchising in your state.

MANY FRANCHISE AGREEMENTS DO NOT ALLOW YOU TO RENEW UNCONDITIONALLY AFTER THE INITIAL TERM EXPIRES. YOU MAY HAVE TO SIGN A NEW AGREEMENT WITH DIFFERENT TERMS AND CONDITIONS IN ORDER TO CONTINUE TO OPERATE YOUR BUSINESS. BEFORE YOU BUY, CONSIDER WHAT RIGHTS YOU HAVE TO RENEW YOUR FRANCHISE, IF ANY, AND WHAT TERMS YOU MIGHT HAVE TO ACCEPT IN ORDER TO RENEW.

Please consider the following RISK FACTORS before you buy this franchise:

1. THE FRANCHISE AGREEMENT REQUIRES YOU TO RESOLVE DISPUTES WITH US BY MEDIATION AND LITIGATION ONLY IN CALIFORNIA. OUT-OF-STATE MEDIATION OR LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO MEDIATE WITH OR SUE US IN CALIFORNIA THAN IN YOUR OWN STATE.
2. THE FRANCHISE AGREEMENT REQUIRES THAT CALIFORNIA LAW GOVERNS MOST OF THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.
3. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

We use the services of one or more FRANCHISE BROKERS or referral sources to assist us in selling our franchise. A franchise broker or referral source represents us, not you. We pay this person a fee for selling our franchise or referring you to us. You should be sure to do your own investigation of the franchise.

Effective Date: See the next page for state effective dates.

THE UPS STORE, INC.

STATE EFFECTIVE DATES

The following states 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 Franchise Disclosure Document is registered, on file, or exempt from registration in the following states having franchise registration and disclosure laws, with the following effective dates:

| | |
|--------------|---|
| California | April 30, 2015, as amended November 9, 2015 (Exemption) |
| Hawaii | September 2, 2015, as amended _____, 2015 |
| Illinois | April 30, 2015, as amended November 9, 2015 (Exemption) |
| Indiana | April 30, 2015, as amended November 9, 2015 (Exemption) |
| Maryland | May 7, 2015, as amended November 9, 2015 (Exemption) |
| Michigan | April 30, 2015, as amended November 9, 2015 |
| Minnesota | July 19, 2015, as amended _____, 2015 |
| New York | April 30, 2015, as amended November 9, 2015 (Exemption) |
| North Dakota | April 30, 2015, as amended November 9, 2015 (Exemption) |
| Rhode Island | May 7, 2015, as amended November 9, 2015 (Exemption) |
| South Dakota | April 30, 2015, as amended November 9, 2015 |
| Virginia | April 30, 2015, as amended _____, 2015 (Exemption) |
| Washington | April 30, 2015, as amended November 9, 2015 (Exemption) |
| Wisconsin | April 30, 2015, as amended November 9, 2015 |

In all other states, the effective date of this Franchise Disclosure Document is the issuance date of April 30, 2015, as amended November 9, 2015.

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EXHIBITS TO FRANCHISE DISCLOSURE DOCUMENT

1. FRANCHISE AGREEMENT

EXHIBITS TO FRANCHISE AGREEMENT

- A. Continuing Personal Guarantee
- B. Territory Boundaries
- C. Conditional Assignment of Telephone Number, etc.
- D. Non-Competition and Non-Solicitation Agreement
- E. Software License
- F. Security Agreement
- G. Equipment Lease
- H. Transfer, Renewal, and Re-Opening Upgrade Agreements
- I. Addendum to Lease
- J. Spousal Consent
- K. The UPS Store Carrier Agreement
- L. Intentionally Omitted

2. CENTER OPTION AGREEMENT

EXHIBITS TO OPTION AGREEMENT

- A. Option Schedule
- B. Description of Option Territory

3. LIST OF FRANCHISEES “CENTER DIRECTORY” – SEPARATE VOLUME (UNLESS E-DISCLOSED)

4. LETTER OF INTENT FOR FRANCHISE

- (a) For New Applicants
- (b) For Existing Franchisees & New VetFran Applicants

5. STATE SPECIFIC ADDENDA / FORMS OF GENERAL RELEASE (IN RENEWAL AND TRANSFER CONTEXTS)

6. FINANCIAL STATEMENTS

7. LIST OF STATE ADMINISTRATORS

8. LIST OF AGENTS FOR SERVICE OF PROCESS

9. LIST OF AREA FRANCHISEES

10. REGIONAL MAP

11. TUPSS FINANCING DOCUMENTS

12. ACKNOWLEDGMENT REGARDING RISK FACTORS

13. RECEIPT (2)

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

To simplify the language in this disclosure document, the words “TUPSS,” “we,” “our” and “us” refer to The UPS Store, Inc., the franchisor. “You” means the person or entity who buys the franchise.

The Business

The UPS Store Centers (“Centers”) are retail service businesses which offer mail and parcel receiving, packaging, and shipping services through various carriers and provide a wide range of other authorized products and services, including notary, printing, copying, office supplies, and communications (such as fax) services. Centers are targeted to the needs of businesses of all size, small office/home office workers, and busy consumers who are looking for timesaving services. We have developed a service distribution network enabling national and international companies to utilize your Center for their shipping, packaging, postal, print services, and other business and communication needs. We previously offered franchises for Centers under the “Mail Boxes Etc.®” trademark but, in order to take advantage of long term business opportunities, starting in 2003 we began to re-brand the entire domestic system under the The UPS Store® name. UPS is our parent entity (see below). However, the core underlying business that we are franchising remains the same as the business we and our predecessors have franchised for approximately 35 years (see below).

You will sign a Franchise Agreement (Exhibit 1) to operate a single Center at a location, which you choose, subject to our acceptance. Centers traditionally are located in highly visible locations in strip shopping centers or in high foot-traffic downtown areas. This disclosure document describes our franchise opportunity for Centers at those types of “Traditional” sites. Only if mutually desired, we and you may enter into a non-mandatory Center Option Agreement (Exhibit 2). This gives the option holder the exclusive conditional right to secure the real estate and franchise rights for a Center within a particular geographic area. Not all option holders become our franchisees. See Exhibit 2 for details.

The market for the goods and services you will sell is established, and your customers will be the general public. You will have to compete in this market with other businesses selling the same or similar products and services on a local, regional, and national basis. You may also compete with specialty service providers such as copy centers, quick print centers, and office supply companies. We believe you can compete effectively as a result of the broad range of products and services you may offer to customers and our marketing programs, service arrangements, advertising and promotion programs, and service distribution network.

In addition to offering a franchise opportunity in the “Traditional” Center locations described above, we also offer a franchise opportunity for Centers to be located at “Non-Traditional” sites (as that term is defined in the Franchise Agreement), which include colleges, universities, hotels, resorts, military bases, convention centers, airports, self-storage facilities, inside other retailers, office buildings, bus or train stations, and outlet or regional malls. We use a separate disclosure document to describe our franchise opportunity for Centers to be located at those types of “Non-Traditional” sites (our “Non-Traditional FDD”). The Franchise Agreement offers you a right of first refusal to develop certain types of Non-Traditional sites in your franchise Territory.

We also offer an updated Rural Program (to be marketed as the “Main Street” Franchise Model) for Centers to be developed and operated in a rural area or small town/city community. One of the key features of this program is a reduction in the capital requirements associated with these Rural Centers. We may determine which Centers qualify for the Rural Program, although we expect that the area in which a Rural Center will be located generally will be a market in which the total population within a 5-mile radius is less than 30,000 and where the proposed Rural Center’s location is at least 15 miles from an

urbanized area and any other The UPS Store® Center. See Items 5 and 7 of this disclosure document.

We utilize the services of “Area Franchisees” in some, but not all, U.S. geographic markets. Our current and future Area Franchisees are not our employees. Rather, they are independent contractors that we have contractually appointed to act on our behalf, only within their respective Area Franchise territories, to: (1) solicit sales of new The UPS Store franchises, unless we have released them from most of those sales duties by entering into an Area Development Management (“ADM”) Agreement with them; and (2) perform a wide variety of post-sale management responsibilities that we must perform under the Franchise Agreement. Although we have delegated these responsibilities to our Area Franchisees, they are not a party to our Franchise Agreement with you. This means that we retain a direct obligation to perform those responsibilities to the extent those responsibilities are obligations we owe you under the Franchise Agreement.

We currently do not sell any new Area Franchises. However, we do periodically renew, consent to the transfer of, and purchase-back Area Franchises. If you purchase a franchise in a geographic market serviced by one of our Area Franchisees, there is no guaranty that Area Franchisee will continue to serve throughout your Center’s entire franchise term (including any renewals). At all times, we retain the right to provide post-sale support to your Center directly from our Headquarters and/or from our Regional Vice Presidents (identified in Item 2) and their respective personnel, which are described in the Regional Map which is Exhibit 10.

Our current Area Franchisees are identified in Exhibit 9 (cross-referenced from Item 2). Exhibit 9 also identifies any applicable litigation and bankruptcy proceedings in which our Area Franchisees are or have been involved.

Us and Our Affiliates

Our predecessor, Mail Boxes Etc. USA, Inc., was a wholly owned subsidiary of Mail Boxes Etc. Both of these corporations changed their name after April 30, 2001.

On April 30, 2001, United Parcel Service General Services Co., (“UPS General Services,” an indirect wholly owned subsidiary of United Parcel Service, Inc., both Delaware corporations) acquired substantially all of the assets, and some of the liabilities (but none of the stock), of Mail Boxes Etc. and Mail Boxes Etc. USA, Inc. Immediately afterward, all such acquired assets and liabilities, other than goodwill and long-term investments, were transferred by UPS General Services to United Parcel Service of America, Inc. (“UPS of America”). Immediately afterward, all assets and liabilities that were transferred from UPS General Services to UPS of America – except for all our related intellectual property – were transferred to UPS of America’s wholly owned subsidiary, “Mail Boxes Etc., Inc.,” a Delaware corporation (which is us). We changed our formal corporate name from “Mail Boxes Etc., Inc.” to “The UPS Store, Inc.” on October 1, 2012.

Accordingly, as of April 30, 2001: (1) neither Mail Boxes Etc. nor Mail Boxes Etc. USA, Inc. held any ownership interest in our assets, and (2) neither United Parcel Service, Inc. nor any of its wholly owned subsidiaries (including us) held any ownership interest in (or responsibility for the liabilities of) Mail Boxes Etc. (the former parent company) or Mail Boxes Etc. USA, Inc. (the former franchisor company).

UPS is the world’s largest express carrier and largest package delivery company, serving more than 200 countries and territories around the world with 2014 revenues of \$58.2 billion. (Source: UPS 2014 Annual Report to Shareholders.) Other than through us, its indirect subsidiary (starting on April 30, 2001), UPS has not offered franchises for the same type of business described in this disclosure document or any other business and has not operated the same type of business described in this disclosure document. UPS’s principal business address is 55 Glenlake Parkway NE, Atlanta, Georgia 30328. In

addition to maintaining a contractual relationship with United Parcel Service, Inc., as referenced in The UPS Store Contract Carrier Agreement (Exhibit K to the Franchise Agreement), you may also have business dealings as our franchisee with these UPS affiliates: iShip, Inc., UPS Capital Corporation, and UPS Ground Freight, Inc.

We maintain our principal place of business at 6060 Cornerstone Court West, San Diego, California 92121. This was also our predecessor's principal business address. We conduct business under the name The UPS Store. We and our predecessor have, in aggregate, offered franchises for businesses similar to the type offered in both this disclosure document and our Non-Traditional FDD since June 11, 1980. The franchised businesses offered in this disclosure document and in the Non-Traditional FDD will operate under the The UPS Store name. We have been offering franchises for Centers located in the U.S. (excluding Guam and the U.S. Virgin Islands) exclusively under the The UPS Store name since approximately April 2003. Before that time, franchises for Centers were offered exclusively under the Mail Boxes Etc. name. In February 2003, we began a re-branding process for our system in the United States by which existing Centers meeting certain eligibility requirements changed their trade name from Mail Boxes Etc. to The UPS Store and changed certain operating procedures, although the underlying business remained the same. We colloquially have referred to this process in internal communications with franchisees and vendors as "Gold Shield." As of April 14, 2015, our domestic franchise network consisted of approximately 4,491 The UPS Store Centers. We currently do not own or operate any The UPS Store Centers (see Item 20), although we periodically may do so. We have not offered franchises in any other line of business. As of this disclosure document's issuance date, we do not conduct any other business activities. Our predecessor did not offer franchises in any other line of business.

Special Industry Regulation

Various federal, state, and local laws, rules, and regulations ("laws") may impact the operation of your Center. Examples include: (i) United States Postal Service regulations, including certain forms and notifications to U.S. Postmasters, for example, filing a USPS Form 1583 on each mailbox customer you service, and complying with certain customer return addressing requirements; (ii) laws governing the shipment and transport of hazardous substances, alcoholic beverages, firearms, food, plants, agricultural products, and animals; (iii) inspection of scales by the Dept. of Weights and Measures; and (iv) laws requiring you to accept service of process for customers in some states. Centers must offer notary services. Notaries are usually regulated by state laws, which may require training, fingerprinting, and a competency test. Certain services such as money transfers/money orders may also require fingerprinting or a bond. You must comply with these laws and with laws that apply generally to all businesses. You should investigate these laws and regulations when evaluating your franchise acquisition.

Agents for Service of Process

Our agents for service of process are listed in Exhibit 8.

ITEM 2 BUSINESS EXPERIENCE

Teri P. McClure, Director, Secretary, Assistant Treasurer and Vice President

Since at least April 27, 2009, Ms. McClure has served as our Director, Secretary and Assistant Treasurer, and she has been our Vice President since January 1, 2008. From at least April 27, 2009, she has also held multiple positions with UPS, in Atlanta, GA, including her current positions of Chief Legal Officer and Senior Vice President, Human Resources.

Richard N. Peretz, Director, Assistant Secretary, Treasurer and Vice President

Mr. Peretz has served in these positions for us since July 1, 2015 and also became Senior Vice President and Chief Financial Officer for UPS on July 1, 2015. From January 15, 2015 to July 1, 2015, he served as the ENT Controller and Treasurer for UPS. From 2010 to January 2015, he served as the Financial Reports and Plans Manager for UPS. All positions are located in Atlanta, GA.

Walter Timothy Davis, President

On July 30, 2012, Mr. Davis became our President. From December 1, 2009 until July 30, 2012, Mr. Davis was our Vice President of Worldwide Operations in San Diego, CA.

C. James Hillquist, Vice President, Worldwide Operations

Mr. Hillquist became our Vice President, Worldwide Operations in July 2012. Before joining us, he worked for UPS in various capacities for over 20 years, most recently as Director of Engineering–South California in Aliso Viejo, California from January 2010 to July 2012.

Mahasty Seradj, Senior Vice President, Finance/Controller

Ms. Seradj has been our Senior Vice President Finance/Controller since May 1999, located in San Diego, CA.

Donald L. Higginson, Senior Vice President, Franchise Services

Mr. Higginson has been our Senior Vice President, Franchise Services since May 1999, located in San Diego, CA.

Judith Milner, Vice President, Franchise Operations

Ms. Milner became our Vice President, Franchise Operations on October 1, 2015. She was our Vice President, Industrial Engineering and Vice President, Operations Support from May 2013 to September 2015. Both positions are located in San Diego, CA. From 1997 until May 2013, she held various positions with Braco, Inc., an area franchisee of ours, and was located during that time in North Carolina and Virginia.

Efrain Inzunza, Vice President, Project Management Office and Strategy

Mr. Inzunza became our Vice President, Project Management Office and Strategy on October 1, 2015. He was our Regional Vice President, Region 3, from February 2013 to September 2015. He was our Vice President, Industrial Engineering from May 2003 to May 2013. All positions are located in San Diego, CA.

Michelle Van Slyke, Vice President, Marketing and Sales

On November 8, 2010, Ms. Van Slyke became our Vice President of Marketing and Sales in San Diego, CA. From September 2009 until June 2010, she was the Chief Marketing Officer at Raley's Family of Fine Stores located in Sacramento, CA.

Kevin Foley, Vice President, Learning and People Services

Mr. Foley has been our Vice President of Human Resources and Learning since February 2005, located in San Diego, CA.

Chris Adkins, Vice President, Franchise Sales

Mr. Adkins became our Vice President of Franchise Sales on January 1, 2011 located in San Diego, CA. From January 2009 until December 2010, he was the Vice President of Strategic Accounts for UPS located in Kansas City, KS.

Jeff Giboney, Vice President, Corporate Retail Solutions

Since September 2007, Mr. Giboney has been our Vice President, Corporate Retail Solutions located in San Diego, CA.

Randolph Krzyston, Vice President, Technology

Mr. Krzyston became our Vice President, Technology in March 2013. He was our Lead Systems Architect from January 2012 to March 2013 and Director of IT Operations for Thomas Jefferson School of Law from June 2009 to January 2012. All positions were in San Diego, CA.

David Lee, Vice President, Product Development and Print Services

Mr. Lee became our Vice President, Product Development and Print Services in May 2014, located in San Diego, CA. He served as Regional Vice President, Region 4, located in Chicago, IL, from September 1, 2010 to May 1, 2014 and, from at least April 27, 2009 to August 2010, served as our Central Region Operations Manager located in Chicago, IL.

Sean Blickle, Vice President, Implementation

Mr. Blickle became our Vice President, Implementation on October 1, 2015. He was our Regional Vice President, Region 2, from February 2003 to September 2015. Both positions are located in West Palm Beach, FL.

Jayson Richard, Regional Vice President, Region 2

Mr. Richard has served in this position since May 2014, located in Chicago, Illinois. From at least April 27, 2009 to May 2014, Mr. Richard served as our Region 4 Operations Manager, located in Tulsa, Oklahoma.

Duane Furukawa, Regional Vice President, Region 3

Mr. Furukawa has served in this position since May 2004, located in Portland, OR.

Eric F. Maida, Regional Vice President, Region 1

Mr. Maida has served in this position since April 2013, located in Freehold, New Jersey. He was New Jersey District Director of Finance for UPS, located in Secaucus, NJ, from April 2010 to March 2013.

Mark Denney, Vice President, Corporate Print Sales

Mr. Denney has served in this position since May 2014, located in San Diego, CA. He served as our Vice President, Product Development, from November 2011 to May 2014, located in San Diego, California, and was Director of Sales for UPS for South California, located in Anaheim, California, from October 2007 to November 2011.

Area Franchisees: Item 1 describes the role of our Area Franchisees in some (but not all) U.S. geographic markets. See Exhibit 9 of this disclosure document for more information regarding our Area Franchisees, including their identities, geographic locations, and principal occupations since April 27, 2009, and any applicable litigation and bankruptcy proceedings.

ITEM 3 LITIGATION

1. Morgate LLC, et al. vs. Mail Boxes Etc., Inc.; BSG Holdings Inc.; BSG Holdings Subsidiary Inc.; United Parcel Service, Inc., a Delaware Corporation; United Parcel Service, Inc., an Ohio Corporation; United Parcel Service, Inc., a New York Corporation; Garcher Enterprises, Inc.; Gary and Cheryl Williams; and Rocky Romanella (Superior Court for the State of California, County of Los Angeles, Case No. BC 294647, filed April 25, 2003). Six franchisees and a franchisee association originally filed a complaint against United Parcel Service, Inc. ("UPS"), several officers of UPS, and an area franchisee, but not us, alleging that UPS, in implementing the program under which most franchisees re-branded their Mail Boxes Etc. stores as "The UPS Store," violated California, New York, and Illinois franchise laws, the Massachusetts unfair trade practices act, and Section 17200 of the California Business and Professions Code and committed tortious interference. In the early stages of the lawsuit, plaintiffs sought a preliminary injunction to enjoin, among other things, the continued offering of the franchise agreement amendment by which franchisees re-branded as The UPS Store and also sought rescission and damages for the franchisees who had re-branded. The court denied the plaintiffs' motion for a preliminary injunction. Plaintiffs subsequently filed a 3rd amended complaint which, among other things, removed the franchisee association as a plaintiff and added some defendants, including us. The 4th amended complaint included over 100 additional plaintiff-franchisees and added breach of contract and state franchise or deceptive trade practices/unfair competition law claims. It also alleged class action claims on behalf of The UPS Store franchisees. We and UPS filed a motion to strike and demurrer to the 7th amended complaint, which had added over a half-dozen common law tort causes of action. The court granted our motion. Plaintiffs sought a writ from the Court of Appeal regarding certain claims that the trial court had dismissed in the 6th and 7th amended complaints. In March of 2005, the Morgate plaintiffs offered to dismiss their lawsuit against Garcher and the Williams. Both Garcher and the Williams were dismissed with prejudice from the lawsuit. Some of the Morgate plaintiffs had alleged causes of action against Garcher and the Williams which included claims of misrepresentation. The parties agreed to the dismissal in exchange for the Williams and Garcher agreeing to release, among other claims, potential claims they had against the Morgate plaintiffs who had sued them. On July 26, 2005, the Court of Appeal issued an order affirming the demurrers on certain causes of action brought under the California Franchise Investment Law ("CFIL") as to those plaintiffs who did not sign the amendment by which franchisees re-branded as The UPS Store. The Court of Appeal overruled the demurrer to the tortious interference with contractual relations cause of action, concluding that certain price and service allegations in the 6th and 7th amended complaints should not have been stricken. Plaintiffs subsequently filed 8th, 9th, and 10th amended complaints, which modified certain allegations and plaintiffs. We and UPS answered the 10th amended complaint filed on January 11, 2006.

On December 1, 2005, plaintiffs filed a motion for preliminary injunction, seeking to enjoin us from requiring those plaintiffs whose franchise agreements were up for renewal to re-brand as The UPS Store as a condition of renewal. We successfully defeated that preliminary injunction motion. On July 14, 2006, plaintiffs filed a motion for class certification, which the court denied. The Court of Appeal reversed the superior court's order denying class certification on October 18, 2007. In the meantime, on July 17, 2006, we and the other defendants filed motions for summary judgment against 43 plaintiffs. On November 21, 2006, the superior court granted us summary judgment as to 3 plaintiffs who were scheduled for trial in November 2006. On April 3, 2007, the superior court awarded us and the other

defendants \$261,355 in attorneys' fees and also stayed the action until the plaintiffs' appeal from the November 2006 summary judgment was decided. On May 23, 2008, the California Court of Appeal reversed the superior court's summary judgment award. The Court of Appeal did not conclude that we and the other defendants had engaged in any wrongdoing. Rather, it held that there were certain triable issues of fact.

On October 10, 2008, plaintiffs filed a new motion for class certification, which defendants opposed. The matter was continued several times. Ultimately, on October 30, 2009, the court certified a nationwide class of former Mail Boxes Etc. Center franchisees who converted to The UPS Store Centers on or before March 21, 2003. The defendants filed a motion for summary judgment that was granted. The class representative filed an appeal. The Court of Appeal reversed the ruling and remanded to the trial court for further proceedings.

On September 3, 2008, the trial court set a trial date of February 17, 2009 as to three plaintiffs who did not convert to The UPS Store, which subsequently was extended and ultimately vacated. The court allowed defendants to file new motions for summary judgment or summary adjudication against the first three plaintiffs and one additional plaintiff with a 2001 franchise agreement, which they did on October 3, 2008. In the course of briefing, the first three trial plaintiffs voluntarily dismissed their claims under California consumer protection statutes. At a hearing on January 5, 2009, the court denied the motions for summary judgment against the first three plaintiffs. At a hearing on February 25, 2009, the court denied the motion directed to the plaintiff with a 2001 agreement.

The court thereafter issued an order severing one issue of contract interpretation for a bench trial. That trial was conducted on August 3 and 4, 2009. On October 30, 2009, the court issued a final ruling that we did not breach the franchise agreement by requiring franchisees to execute a The UPS Store franchise agreement as a condition of renewal. The court stayed the case until January 13, 2010 so that Plaintiffs could, if they wished, seek immediate appellate review of that ruling. Plaintiffs filed a petition for writ review on November 25, 2009. The Court of Appeal denied the writ petition. On February 10, 2010, the court set a trial date of April 26, 2010 for the first three plaintiffs with 1993 form franchise agreements. Shortly before the trial was to begin, the trial court ruled that most of the opinions of plaintiffs' damages expert were inadmissible. One of the three plaintiffs then dismissed all of its claims except its claim that we did not have the right to require it to execute a The UPS Store franchise agreement as a condition of renewal, and allowed judgment to be entered against it. That plaintiff filed an appeal. On November 8, 2011, the Court of Appeal affirmed the trial court ruling. On February 21, 2012, McDougal filed a Petition for Review with the California Supreme Court, which denied the petition. Jurisdiction was returned to the trial court for further proceedings regarding the remaining plaintiffs. On March 4 and 5, 2013, the parties participated in a settlement conference and reached a settlement in which 143 franchised centers would be paid \$4,200,000. The settlement was finalized on or about October 31, 2013. The claims of the class are not part of the settlement, and those claims remain pending. On March 31, 2014, plaintiff filed a Thirteenth Amended Complaint alleging various misrepresentation claims based on California common and statutory law. Trial is currently scheduled to begin on April 4, 2016. We intend to defend this action vigorously.

2. Independent Association of Mailbox Center Owners, Inc., et al. vs. Mail Boxes Etc. USA, Inc., a California Corporation; Mail Boxes Etc., a California Corporation; Mail Boxes Etc., Inc., a Delaware Corporation; United Parcel Service, Inc., a New York Corporation; United Parcel Service, Inc., an Ohio Corporation; United Parcel Service of America, Inc., a Delaware Corporation; and James Amos (Superior Court for the State of California, County of San Diego, Case No. GIC 814146, filed July 11, 2003). Plaintiffs, 35 existing franchisees operating their franchised Centers under the "Mail Boxes Etc." name, as well as IAMCO, a trade association purporting to represent an unspecified number of franchisees, sued the defendants, including us, our predecessor, and certain of its affiliates (see Item 1), alleging breach of

written contract and covenant of good faith and fair dealing, interference with contractual rights and prospective economic advantage, violations of the California Franchise Investment Law, violations of the California Cartwright Act, breach of the Uniform Trade Secrets Act, defamation and disparagement, and violations of Sections 17000 and 17200 of the California Business and Professions Code. Plaintiffs alleged that the defendants conspired to unlawfully obtain for UPS control over the pack-and-ship market and expand UPS's drop off and shipment network at the franchisees' expense by usurping franchisee customer lists, using that data to analyze and survey customer trends and demographics, and then forcing franchisees to accept an undisclosed business model dramatically different from that upon which they had made their decision to invest in an independently owned business. Plaintiffs further alleged that the defendants used unlawful conduct to cause a forfeiture by Mail Boxes Etc. franchisees of their initial investments in their franchised businesses and instituted unlawful pricing methods designed to injure competitors and reduce UPS's obligations to its employees and drivers. Plaintiffs sought unspecified compensatory and punitive damages, interest, costs of suit, restitution of franchisee payments, disgorgement of revenue, penalties, attorneys' fees, and injunctive relief, including transfer of the Mail Boxes Etc. trademarks, trade name, and trade dress and colors to plaintiffs.

Defendants moved to compel arbitration, which the court granted on November 10, 2003. Plaintiffs divided into 2 groups and filed 2 separate arbitration demands with the American Arbitration Association and JAMS, No. 74 1140012404 TNC and No. 1100040889, respectively (both filed on February 2, 2004), which alleged claims similar to those alleged in the complaint. On September 16, 2005, the Court of Appeal upheld the defendants' motion to compel arbitration but ruled that the plaintiffs should be allowed to consolidate their claims before the AAA and JAMS. After negotiations, the parties agreed that the JAMS claimants would dismiss their arbitration demand and return to the Superior Court. On or about October 23, 2007, the San Diego Superior Court granted summary judgment in favor of defendants.

During the pendency of the procedural matters described above, the arbitration of one franchisee – O'Cubed Technology, Inc. – proceeded before a JAMS arbitrator. After a 3-week hearing, which included testimony from 12 other franchisees (many of them members of IAMCO), the arbitrator, on June 20, 2005, issued an Interim Award (made final on July 25, 2005) finding against O'Cubed Technology, Inc. and in favor of the defendants, including us, on every single claim asserted by O'Cubed. The arbitrator concluded that the defendants did not breach the franchise agreement or the implied covenant of good faith and fair dealing, did not interfere with any contractual rights or prospective economic advantage, did not engage in defamation or disparagement, and did not violate any of the various franchise, antitrust, and unfair competition statutes alleged. O'Cubed moved in the Superior Court to vacate the arbitration award, which motion was denied. On January 31, 2006, O'Cubed filed a petition for a writ from the Court of Appeal with respect to that ruling, which the Court denied.

In the main JAMS proceeding, the defendants filed a motion for judgment on the JAMS claimants' pleadings in the Superior Court on July 28, 2006. The Court granted defendants' motion in part, dismissing the claims under the California Franchise Relations Act, the Cartwright Act, and Section 17200, granting plaintiffs leave to amend. On September 29, 2006, plaintiffs filed an amended complaint in Superior Court, which included amended franchise law and Section 17200 claims. On October 31, 2006, defendants filed a motion for judgment on the pleadings on the plaintiffs' franchise law and Section 17200 claims and to dismiss IAMCO as a plaintiff in the Section 17000 and 17200 claims. On June 7, 2007, the Superior Court granted the motion for judgment on the pleadings as to the franchise law claim and dismissing IAMCO as a party. As to the Section 17200 claim, the Court granted the motion to the extent the claim was based on misrepresentations. On June 8, 2007, defendants filed a motion for summary judgment. On September 7, 2007, the Court granted defendants' motion to strike from a newly-filed 2nd amended complaint the franchise law claims, a prayer for penalties for elder abuse, and allegations of misrepresentations in the Section 17200 claim. On October 19, 2007, the Superior Court granted defendants' motion for summary judgment against all plaintiffs in the Superior Court action.

In the AAA arbitration, defendants filed a motion for summary judgment on June 15, 2007. On October 5, 2007, the arbitrator granted the summary judgment motion as to the plaintiffs' claims for alleged failure to comply with California law regarding franchise disclosures, violation of the California Unfair Practices Act, certain alleged breaches of contract, including our purported failure to assume the obligations of the prior franchisor, and defamation. All other claims were subject to arbitration hearings that took place in October and November 2007. The arbitrator issued her decision on April 11, 2008. The arbitrator ruled in favor of all the defendants on, among other things, the plaintiffs' alter ego claim, breach of contract and implied covenant of good faith and fair dealing claim (regarding defendant's right to require the plaintiffs' execution of a new form of franchise agreement and to change the marks and system upon renewal), equitable estoppel claim, constructive termination claim, breach of contract claim (regarding use of the National Media Fund), breach of contract claims (regarding national advertising, local marketing materials, logoed products, use of confidential information, and assignment of contracts), and tortious interference claims. The arbitrator did rule in favor of the plaintiffs on their covenant of good faith and fair dealing claim regarding our implied obligation not to impair or disparage the Mail Boxes Etc. brand. Nevertheless, while the plaintiffs initially had sought close to \$50 million in damages for all of their claims in the litigation, the arbitrator awarded the plaintiffs a total of approximately \$769,000 on this claim.

In June 2008, all of the plaintiffs (involving 27 Mail Boxes Etc. Centers) and defendants in this case reached a settlement. The defendants paid a total of \$2,970,000 to all plaintiffs in return for full releases. The plaintiffs no longer operate their businesses in association with any of our trademarks.

3. Triple Z Postal Services, Inc. v. United Parcel Service, Inc., Mail Boxes, Etc., Inc., Atlantic Mailboxes, Inc. and Tripp Singer (Supreme Court of New York County, New York, Index No. 05/118057, filed December 30, 2005). Plaintiff, a former franchisee, sued us, UPS, and the area franchisee asserting claims for tortious interference with contract, tortious interference with prospective business advantage, fraud, fraudulent misrepresentation, and violation of Sections 340 and 349 of New York's General Business Law (New York's Donnelly Act and Consumer Protection Act, respectively). Plaintiff alleged that implementing the Gold Shield Program breached the franchise agreement; however, it did not assert a breach of contract claim. Plaintiff sought compensatory, treble and punitive damages from UPS, us and/or the area franchisee totaling approximately \$54 million, attorneys' fees, a declaration that the Gold Shield Program is illegal, the voiding of all Gold Shield Amendments in New York, and an injunction against further Gold Shield Amendments in New York. On November 28, 2006, the Court granted our and UPS's motions to dismiss the entire case for improper venue. Plaintiff re-filed the action in San Diego Superior Court on December 29, 2006 and filed a notice of appeal from the dismissal order on January 2, 2007. Triple Z did not name Tripp Singer or Atlantic Mailboxes Inc. as defendants in the California action. This case was related to the Morgate case above and the parties stipulated to a stay of the action pending resolution of the appeal from summary judgment in Morgate. After the appeal in Morgate was resolved in favor of TUPSS and UPS, we and Triple Z participated in a settlement conference on October 29, 2013, at which we settled the case with a payment to Triple Z of \$21,000.

4. Century City Business Corp. v. Mail Boxes Etc., Inc. (Superior Court of San Diego County, California, Case No. GIC 868806, filed February 24, 2006). Plaintiff, a franchisee, filed a complaint against us, our predecessor, and UPS related to implementation of the Gold Shield Program. Plaintiff asserted claims for tortious interference with contract, tortious interference with prospective economic advantage, fraud, concealment, false advertising under Cal. Bus. & Prof. Code § 17500, breach of contract, negligent misrepresentation and violation of Cal. Bus. & Prof. Code § 17200. Plaintiff sought an unspecified amount in compensatory and punitive damages, restitution and disgorgement, attorneys' fees, a declaration that defendants violated Sections 17200 and 17500, and an injunction enjoining defendants from continuing to engage in the alleged wrongful conduct. On or about December 18, 2008,

the court granted our motion for summary judgment. Plaintiffs appealed and the case was settled for \$50,000 before the appeal was heard.

5. PCTAN Investment Inc., et al. v. Mail Boxes Etc., Inc., a Delaware corporation; N2, Inc., a California corporation; and Navnit Bhalla, an individual (Superior Court of California, San Mateo County, Case No.: CIV 459177, filed November 28, 2006). Plaintiff was a franchisee who alleged that it purchased a The UPS Store from defendants based on misrepresentations and omissions. Plaintiff maintained that substantial risk factors such as competition from United Parcel Service were not disclosed, that certain contractual obligations including relating to shipping prices were not met, and that we terminated the franchise without good cause. Plaintiff alleged breach of contract, fraud, negligent misrepresentation, violations of the California Franchise Investment Law; violations of the California Franchise Investment Act and violations of the California Business & Professions Code section 17200. On October 19, 2007 we filed a motion for summary judgment. Before the summary judgment motion was heard, the parties agreed to resolve the dispute for the sole purpose of compromising and settling disputed claims. Resolution of this matter did not constitute an admission of the truth or correctness of any claims asserted. Under the terms of the settlement, we agreed to pay plaintiffs \$100,000.

6. Allan B. Ho, on behalf of himself and all others similarly situated v. Mail Boxes Etc. USA, Inc. and Mail Boxes Etc. Center #2710 and Nancy Newport, individually (Circuit Court of Cook County, Illinois, County Department, Chancery Division, Case No. 99 CH 03657, filed March 9, 1999). This case was filed as a class action complaint against our predecessor and one of its franchisees. Allan Ho (the named class representative) purchased packaging and shipping services from our predecessor and was charged a mark-up over the U.S. postal rate. He alleged that, through the training and instruction and cash register software package provided to its franchisees, our predecessor acted to conceal from consumers the fact and amount of its postage mark-ups. Ho alleged that our predecessor's practices violated the Illinois Consumer Fraud Act (the "ICFA") and that it was liable to the class under an unjust enrichment theory to disgorge all stamp sale and meter mail "profits." The court certified a class of Illinois residents who (i) used Store 2710 or any other franchisee to send packages through the U.S. Postal Service at any time after March 9, 1994, (ii) paid an amount for postage, stamp sales, or metered mail that exceeded the actual postage required to be affixed by the U.S. Postal Service, and (iii) were not informed by our predecessor or its franchisees that the amount charged for postage, stamp sales, or metered mail exceeded the postage required to be affixed for the U.S. Postal Service. Ho filed 2nd and 3rd amended complaints in 2004 naming us, United Parcel Service General Services Co., and United Parcel Service, Inc. (collectively the "UPS Entities") as defendants and asserting claims under the ICFA and various conspiracy and fraudulent conveyance claims. On January 24, 2005, the Court dismissed the ICFA and conspiracy claims against United Parcel Service General Service Co. and United Parcel Service, Inc. with prejudice. On February 10, 2005, Ho filed his 4th amended complaint, naming only our predecessor, us, Store 2710 (franchisee), and Nancy Newport as defendants. The defendants' motions to dismiss the civil conspiracy and fraudulent conveyance claims were granted. On June 21, 2007, the Court denied the defendants' motion for class decertification. In May 2008, the parties entered into a Stipulation and Settlement Agreement to resolve the action. On or about February 9, 2009, the Court approved the final settlement. Class counsel was awarded \$1,700,000; a settlement fund in the amount of \$750,000 was established for customers to claim a maximum of \$2.00 per transaction, up to 3 transactions, provided they requested to be compensated and could establish that they met various criteria confirming that they purchased U.S. Postal products at a The UPS Store or a Mail Boxes Etc. Center. We agreed to modify the receipt of any transaction for U.S. Postal products to read "U.S. Postal Rates Are Subject to Surcharge." While the Court approved the settlement, an intervenor appeared and challenged the approved settlement and filed an appeal. On or about October 16, 2009, the parties entered into a settlement with the intervenor resolving her objection to the settlement. The intervenor settlement called for defendants to make a charitable contribution in the amount of \$190,000, a onetime payment to intervenor's counsel in the amount of \$200,000 and a payment to the intervenor in the amount of \$10,000. Upon administration

of the settlement, the case was dismissed with prejudice.

7. Noho Enterprises, Inc. vs. Mail Boxes Etc. USA, Inc. and Mail Boxes Etc., Inc. (Demand for arbitration before JAMS, Reference No. 1400007648, filed April 22, 2003). Plaintiff, a franchisee at the time operating its franchised center under the “Mail Boxes Etc.” name, commenced an arbitration proceeding against us and our predecessor alleging that, in instituting and implementing the program under which most franchisees re-branded their stores as “The UPS Store,” we breached the parties’ franchise agreement, breached the implied covenant of good faith and fair dealing, tortiously interfered with plaintiff’s relationships with its vendors and customers, engaged in unfair competition under Section 17200 of the California Business and Professions Code, and violated the Massachusetts deceptive trade practices act. Plaintiff sought a declaration that we had breached our obligations under the franchise agreement and that these breaches amounted to a constructive termination of the franchise agreement. On February 1, 2005, the arbitrator issued a ruling finding that we breached the franchise agreement and the covenant of good faith and fair dealing and violated Section 17200 of the California Business and Professions Code and the Massachusetts deceptive trade practices act. All claims against our predecessor were dismissed. The arbitrator did not rule on damages. We and the plaintiff reached an agreement to settle the case. We agreed to purchase its business, located in Cambridge, Mass. near Harvard University, for \$5 million. Mutual releases were executed, the closing occurred on May 27, 2005, and the arbitration was dismissed with prejudice.

8. Bady, Inc. v. Mail Boxes Etc., Inc. (U.S. District Court for the Northern District of Illinois, Case No. 04 C 6197, filed September 23, 2004). Plaintiffs were two franchisees who collectively executed franchise agreements for 3 Mail Boxes Etc. branded franchises in 2002 before the rollout of the Gold Shield program. Plaintiffs contended that we violated various franchise and consumer protection laws, including the California Franchise Investment Act, by allegedly omitting material facts concerning the rollout of the Gold Shield program from our Franchise Offering Circulars and that implementing the Gold Shield program constituted an anticipatory breach of the renewal provisions of their franchise agreements. On September 26, 2005, the court dismissed the fraud-based causes of action alleging material omissions and misrepresentation relating to the roll-out of the Gold Shield program but declined to dismiss the cause of action for anticipatory breach of contract. We settled with both plaintiffs in separate agreements on or about September 20, 2005. Under the settlement with K&K Alliance, Inc. (“K&K”), a new franchisee purchased the existing Mail Boxes Etc. Center and converted it to a The UPS Store Center. In addition, we paid K&K \$10,000 upon completion of the transfer. Under the settlement with Bady, Inc., the parties released their claims against each other, except that Bady, Inc. remained obligated to comply with its Non-Competition and Non-Solicitation Agreement. The settlement agreement with Bady, Inc. did not require us to pay any money to Bady, Inc.

9. Shreejee Corporation and Punam Patel v. Nanvit Bhalla, Neelam Bhalla and Mail Boxes Etc., Inc. (Superior Court of San Mateo County, California, Case No. CIV 449614, filed September 15, 2005). Plaintiffs, former franchisees, asserted claims for breach of contract, general negligence, breach of fiduciary duty, and violation of Cal. Bus. & Prof. Code § 17200 arising out of a finder agreement entered into between plaintiffs and their area franchisees. Plaintiffs alleged that the area franchisees breached the finder agreement and acted as unlicensed business opportunity brokers in violation of California law and that we were vicariously liable for the area franchisees’ actions. Plaintiffs sought unspecified damages in excess of \$25,000, attorneys’ fees, and treble and exemplary damages. On February 8, 2006, the court dismissed plaintiffs’ claim against us for breach of fiduciary duty without leave to amend and plaintiffs’ claim against us for negligence with leave to amend. The court also struck plaintiffs’ requests for treble and exemplary damages. The parties agreed to resolve the dispute for the sole purpose of compromising and settling disputed claims. The resolution did not constitute an admission of the truth or correctness of any claims asserted by either party. Under the settlement, we agreed to pay plaintiffs \$37,500.

10. Wayne Smith v. Mail Boxes Etc. USA, Inc., BSG Holdings Subsidiary, Inc., Mail Boxes Etc., Inc., and Wesley David and Sonya Davis (U.S. District Court, Eastern District of California, Case No. CIV S-01-2271 WBS DAD, filed December 11, 2001). Plaintiff, a consumer, alleged that an additional fee charged by Mail Boxes Etc. Centers to assist customers with monetary compensation in the event of package loss or damage violated various consumer laws. Plaintiff sued our predecessor and a putative class of its franchisees. The case was consolidated with pending litigation against UPS and other defendants in a multi-district litigation proceeding relating to the collection of premiums for reinsured excess value (“EV”) insurance (“MDL Proceeding”) in federal district court in New York. In late 2003, the parties reached a global settlement resolving all claims and all cases in the MDL Proceeding and releasing claims asserted against all defendants. All defendants expressly denied any and all liability. On July 30, 2004, the court granted final approval to the substantive settlement terms. The settlement became effective on September 8, 2004. Under the settlement, UPS provided qualifying settlement class members (including Mail Boxes Etc. franchisees and their customers) with vouchers toward the purchase of specified UPS services (available directly from UPS or from participating Mail Boxes Etc. franchisees) and agreed to pay attorneys’ fees and costs. Other defendants contributed to the costs of the litigation and settlement. The vouchers expired in July 2005; the value of services for which vouchers were redeemed totaled \$5 million. On November 2, 2005, the court issued an order awarding plaintiffs’ counsel fees and costs of \$3 million.

11. The Business Store, Inc. v. Mail Boxes Etc., Inc. and United Parcel Service, Inc., Civil Action No. 3:11-cv-3662 (MAS) (D.N.J.). On or about April 20, 2011, plaintiff filed a complaint in the Superior Court of New Jersey, Law Division, Middlesex County. The complaint alleged violations of the New Jersey Franchise Practices Act, breach of contract and the duty of good faith and fair dealing, tortious interference with prospective economic advantage, and fraud, arising out of The Business Store’s franchise relationship with us. Defendants filed an Answer denying all liability and we filed a Counterclaim seeking damages as a result of The Business Store’s failure to pay amounts owed pursuant to the Franchise Agreement. Defendants removed the action to the United States District Court for the District of New Jersey on June 24, 2011. On September 12, 2012, by leave granted, defendants filed a Third-Party Complaint against the individual guarantors that operated The Business Store seeking damages for amounts due and owing under the Franchise Agreement. Following initial discovery proceedings, the matter was fully resolved. We paid the plaintiff \$10,000 for a full release. A Stipulation of Dismissal was entered in the case on March 1, 2013.

12. The UPS Store, Inc., United Parcel Service, Inc., and United Parcel Service of America v. Robert Hagan, Thomas Hagan, Ridge Assets, Inc., 3A, Inc., Ridgepac, Inc., Tanmor, Inc., Ridge Logistics, LLC, Tommys Doc Squad, LLC, Ridgedown, Inc., Robpack, LLC, Ridge Pen, LLC, Tompack, LLC, Bigpack, LLC, and NYPS, LLC, v. Bradley Kaplan, ABC CORPS 1-8 d/b/a “The UPS Store Centers 1786, 4386, 4419, 4769, 5158, 5472, 5979, and 6341,” John Wong, ABC CORPS 9-13 d/b/a “The UPS Store Centers 4190, 4248, 5388, 6404, and 6415,” Kevin Panchmia, ABC CORPS 14-17 d/b/a “The UPS Store Centers 5958, 5961, 6374, and 6387,” Ketan Seth, ABC CORPS 18-21 d/b/a “The UPS Store Centers 0304, 4611, 4754, and 5138,” Jerome Taylor, ABC CORPS 22-25 d/b/a “The UPS Store Centers 0526, 1052, 2992, and 4831,” Mark Taylor, ABC CORPS 26-28 d/b/a “The UPS Store Centers 0745, 1083, and 0647,” Shyam Buxani, Mohan Buxani, Danny Dansignani, ABC CORPS 29-30 d/b/a “The UPS Store Centers 0444 and 1492,” Abu Rahman, ABC CORPS 31-32 d/b/a “The UPS Store Centers 4163 and 5777,” Shueb Choudhury, ABC CORP 33 d/b/a “The UPS Store Center 5865,” Tani Sussman, ABC CORP 34 d/b/a “The UPS Store Center 4766,” Sylvester Onurah, ABC CORP 35 d/b/a “The UPS Store Center 5017,” Otis Davis, ABC CORP 36 d/b/a “The UPS Store Center 6367,” Marcos A. Lopez, ABC CORP 37 d/b/a “The UPS Store Center 4768,” Charmaine Raphael, ABC CORP 38 d/b/a “The UPS Store Center 6166,” Mohammed Riaz, ABC CORP 39 d/b/a “The UPS Store Center 5899, Chad Jaafar, ABC CORP 40 d/b/a “The UPS Store Center 5953,” Danny Spies, ABC CORP 41 d/b/a “The UPS Store Center 4472,” Ed Xu, ABC CORP 42 d/b/a “The UPS Store Center 5296,” Sandra Machado, and J&S Quest

Services, LLC d/b/a “The UPS Store Center 5565” (United States District Court for the Southern District of New York, Case No. 14 cv 1210, filed February 25, 2014). We, UPS of America, and United Parcel Service, Inc. filed suit against former franchisees and their guarantors to enforce the post-termination covenants and for trademark infringement, breach of contract, unfair competition, misappropriation, and conversion arising out of, among other things, the defendants’ failures to comply with the post-termination provisions of their franchise agreements. The former franchisees were terminated after receiving multiple Notices of Material Default for multiple material breaches of the franchise agreements, including, in many instances, overcharging customers. Despite the termination of the franchise agreements, the franchisees, among other things, failed to de-identify the former centers and to comply with the post-termination covenants in the non-competition and non-solicitation agreement. In the complaint, we seek, among other things, injunctive relief, damages relating to unpaid royalties and other amounts due, and attorneys’ fees. United Parcel Service, Inc. seeks damages relating to unpaid UPS shipping fees and attorneys’ fees. On April 16, 2014, the defendants filed an answer denying our claims as well as a counterclaim against us, UPS of America, and United Parcel Service, Inc. and a third-party complaint against certain other franchisees. The defendants alleged, among other things, that the franchise agreements and Contract Carrier Agreements were selectively enforced against them; they were required to comply with a “zero tolerance” policy regarding overcharging customers; there were sales and billing discrepancies at other franchise locations with respect to, among other things, calculation of billable weight, communication regarding the guaranty for ground shipments, “up-selling” to air shipments, and application of fuel surcharges and they were retaliated against for raising these alleged sales and billing discrepancies; we provided inaccurate information to them about other franchisees’ compliance, about the defendants’ own non-compliance, and future expansion plans; they were not provided with a commercially reasonable franchise system and not told the business model would be altered; their franchises were terminated without good cause, and their businesses were attempted to be transferred to other franchisees as part of a scheme to obtain the defendants’ business without compensation and without providing them an opportunity to sell their franchises; they were required to execute unlawful releases in connection with the purchase or renewal of their franchises; the plaintiffs and other franchisees have profited by the closure of the defendants’ former centers; and their contractual relationships with lenders, landlords, and vendors were disrupted. The defendants seek a declaratory judgment that they have not infringed the Marks. They assert claims against us, UPS of America, and United Parcel Service, Inc. for breach of contract, fraud, breach of the duty of good faith and fair dealing, violation of the First Amendment, breach of the New York Franchise Sales Act, N.Y. Gen. Bus. Law §687, violation of the California Franchise Relations Act, Cal. Bus. & Prof. Code § 20020, and violation of Cal. Bus. & Prof. Code § 17200. They also asserted claims against us, UPS of America, United Parcel Service, Inc., and certain franchisees for unfair trade practices under California law, Cal. Bus. & Prof. Code §17000 et seq., fraudulent and deceptive trade practices under New York law, N.Y. Gen. Bus. Law §§349-350, unjust enrichment, and tortious interference with contract. The defendants seek declaratory and injunctive relief, damages of \$50,000,000, treble damages, restitution, treble and punitive damages, attorneys’ fees, and costs of suit, including post-judgment interest. We filed a motion to dismiss the counterclaims. The court granted the motion in part and denied it in part, dismissing all claims except the claim for violation of N.Y. Gen. Bus. Law §§349-350. The defendants filed an amended complaint, asserting the N.Y. Gen. Bus. Law §§349-350 claim and a claim for false advertising under the Lanham Act. We filed a motion to dismiss both claims, which was argued on September 18, 2015 and taken under submission. On October 23, 2015, we filed a motion for summary adjudication against defendants on the claims for breach of the franchise agreements and the Contract Carrier Agreements. We intend to pursue this matter vigorously.

13. Liping Luo a/k/a Kelly Luo, Global Access Enterprises, Inc., and David Hang v. The UPS Store, Inc. (Supreme Court of the State of New York, County of Queens, Index No. 5968-2014, filed on or about April 16, 2014, removed to the United States District Court for the Eastern District of New York, Case No. 14-cv-05318-ERK-RML, on September 11, 2014). Plaintiffs, a franchise applicant and her wholly-

owned company, filed suit against us asserting breach of contract, breach of the implied covenant of good faith and fair dealing, promissory and equitable estoppel, negligence, negligent misrepresentation, and loss of business as a result of our alleged failure to execute a franchise agreement. On October 9, 2014, the franchise applicant's alleged partner sought to join the action. On October 30, 2014, the parties reached a settlement of all claims in the lawsuit, including a payment by us of \$138,000. On February 25, 2015, the court dismissed the lawsuit.

14. Teresa Long, on behalf of herself and a class of similarly situated persons v. The UPS Store, Inc. and The Britt-Tiff Company d/b/a The UPS Store #3152 (Jefferson Circuit Court, Kentucky, Civ. Case No. 15-CI-000695, filed on February 12, 2015). Plaintiff filed suit against us and one of our franchisees, asserting claims on behalf of herself and seeking to certify a class alleging the same claims. In the original complaint, the plaintiff and her proposed class claim that we and our franchisee violated KRS §64.300 by charging notary fees in excess of the statutory limit and that this conduct also violated the Kentucky Consumer Protection Act. Plaintiff and her proposed class seek to void and refund all notary fees collected in excess of the statutory limit, plaintiff has sought her own notary fees paid, punitive damages, and attorneys' fees, and plaintiff and her proposed class also have sought a declaration that we and our franchisee not charge customers notary fees in excess of the statutory limit and a permanent injunction prohibiting such charges in the future. We filed our answer on April 8, 2015, denying these allegations and disclaiming any involvement with the notary fees charged by any of our franchisees. Since the filing of our answer, the plaintiff has filed an amended complaint which essentially repeats the allegations of the original complaint and adds as additional defendants each of our franchisees who are located in the State of Kentucky. We, along with the franchisees, are in the process of filing responses to the amended complaint. Our franchisees are represented by independent counsel.

15. Capital CPMG, Inc. v. Mail Boxes Etc., Inc. (Superior Court of California, County of San Diego, North County Division, Case No. 37-2015-00024642-CU-CO-NC, filed July 24, 2015). Plaintiff is a former franchisee that signed its franchise agreement in 2000 before the rollout of the Gold Shield Program. Plaintiff did not elect to participate in the Gold Shield Program in February 2003, opting instead to continue operating under the Mail Boxes Etc. ("MBE") brand in place when it first signed its franchise agreement. Plaintiff alleges that after we refused to renew its franchise agreement when it expired in June 2010 (ostensibly because the plaintiff refused to rebrand to The UPS Store®), the plaintiff continued operating under the MBE brand under an oral franchise agreement that was to continue for an unspecified timeframe. Plaintiff alleges that we sent a notice of termination of the oral franchise agreement on August 20, 2014, stating that termination would be effective on August 29, 2014, and requiring the plaintiff to surrender the premises and assign the lease to us by the same date. Plaintiff avers that we violated the Delaware Franchise Security Law and breached the franchise agreement by failing to give timely notice of termination and terminating without just cause. Plaintiff seeks unspecified damages, attorneys' fees, costs, and expenses, including loss of goodwill and profits. We intend to defend this action vigorously.

16. Moxie Venture, L.L.C., Melinda Vincent, and Anton Vincent v. The UPS Store, Inc. (United States District Court for the District of Minnesota, Case No. 0:15-cv03704-RHK-JJK, filed on September 21, 2015). Plaintiffs, an existing franchisee and its owners, filed a complaint against us alleging fraud, negligent misrepresentation, breach of contract, breach of the implied covenant of good faith and fair dealing, and a violation of the Minnesota Franchise Act resulting from our allegedly having induced the franchisee and its owners to sign a franchise agreement and personal guarantees based on misrepresentations about the projected revenue and cash flow they would experience in operating a Center. Plaintiffs claim that we made financial performance representations other than those appearing in the Franchise Disclosure Document they received before signing the franchise agreement and also misrepresented the suitability of their Center's location. Plaintiffs also assert breach of contract and the covenant of good faith and fair dealing resulting from our alleged failure to provide a functioning

software system, requiring the franchisee to participate in the “Access Point” drop off program, and using the franchisee’s territory as a test market for the “Bill My Account” program. Plaintiffs seek rescission of the franchise agreement and personal guarantees, restitution damages, costs, disbursements, and reasonable attorneys’ fees or, alternatively, unspecified damages exceeding \$75,000 on each count. We intend to defend this action vigorously.

17. Morton, LLC v. The UPS Store, Inc., United Parcel Service Company, Inc., Flannery Investment Group, Inc., and Jeffrey H. Flannery et al. (Circuit Court of Shelby County, Alabama, Case No. 58-CV-2015-900813.00, filed September 10, 2015). Plaintiff, a current The UPS Store® franchisee with two Centers in Alabama, filed a complaint alleging that its decision to purchase its second The UPS Store® Center franchise was based on fraudulent misrepresentations and the concealment of facts by the defendants. Plaintiff claims that before acquiring its second The UPS Store® Center franchise, our area franchisee had affirmed that the plaintiff would be the only United Parcel Service Authorized Shipping Outlet (“ASO”) in the plaintiff’s geographical territory and that an ASO and a The UPS Store® franchise location would not open in the same area. Plaintiff claims that only after signing the franchise agreement for its second The UPS Store® Center did it learn that another entity had rights as an ASO in the same geographic territory. Plaintiff asserts that the defendants concealed this fact to induce the plaintiff to sign a franchise agreement believing it had exclusive rights in the geographic territory. Plaintiff seeks an unspecified amount of costs and compensatory and punitive damages. The defendants intend to defend this action vigorously.

18. Tucker v. United Parcel Service, Inc. and The UPS Store, Inc. (United States District Court for the Southern District of New York, Case No. 15-cv-03576, filed on May 7, 2015). The plaintiff, an alleged consumer of UPS shipping services, asserts 2 putative class claims against UPS and us for alleged violation of Section 349 of the New York Consumer Protection Law and unjust enrichment. The plaintiff seeks to represent both a national class and a New York subclass of plaintiffs. The claim for violation of Section 349 is brought only on behalf of the plaintiff and the New York subclass. The plaintiff’s complaint focuses on 2 purported practices of third-party retailers, including our franchisees: (1) selling higher-cost Air Services when less expensive Ground service is available with the same time-in-transit guarantee; and (2) marking up package dimensions to inflate a package’s dimensional weight, impacting shipping cost. On the first issue, the plaintiff generally alleges that retailers, including our franchisees, sell customers UPS 2nd Day Air service for short distance shipments even when 2nd Day Air service is not available and affirmatively mislead customers by denying that Ground service is guaranteed or misstating delivery times for Ground service. The plaintiff also claims that UPS transports short-distance Air packages via ground transportation, yet charges Air rates and the Air fuel surcharge. As to dimensional weight, the plaintiff alleges that retailers inflate dimensional weight to collect higher transportation charges, and then seek billing adjustments from UPS based on the correct dimensional weight, but do not refund the alleged overcharges to their customers. The plaintiff claims that we and UPS encourage and profit from these practices. The plaintiff seeks class certification for all similarly-situated consumers on a national and New York-specific basis; a declaration that the alleged acts violate New York General Business Law Section 349; injunctive and equitable relief prohibiting the alleged activities; an accounting of alleged consumer overpayments; restitution; unspecified compensatory, statutory, and treble damages; interest; and attorneys’ fees and costs. On August 7, 2015, in order to eliminate duplicative discovery, prevent inconsistent pretrial rulings, and conserve judicial resources, the United States Judicial Panel on Multidistrict Litigation granted our and UPS’s motion to transfer this lawsuit to federal district court in California for inclusion in pending multidistrict litigation involving similar claims against UPS (but not us). That multidistrict litigation is identified as In re United Parcel Service “Air-in-Ground” Mktg. and Sales Practices Litig. (MDL No. 2153, United States District Court for the Central District of California). We and UPS intend to defend this action vigorously.

Litigation required to be disclosed involving one or more of our Area Franchisees, even if not involving us, is disclosed in Exhibit 9 of this disclosure document.

Except as described above, no litigation is required to be disclosed in this Item.

ITEM 4 BANKRUPTCY

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

ITEM 5 INITIAL FEES

Option Fee

(Not applicable to renewing franchisees or purchasers of existing franchised Centers.) If we and you agree to sign a non-mandatory “Center Option Agreement” (Option Agreement), you must pay a Center option fee, the amount of which we and you negotiate based upon the option term’s length and the option territory’s size and value. In fiscal year 2014, we were paid 1 option fee of \$7,500. You pay us the option fee when you sign the Option Agreement (see Exhibit 2). The option fee is not refundable or credited against your Initial Franchise Fee. During the Option Agreement’s term, you will hold the exclusive conditional right to secure the real estate and franchise rights to open one or more (as specified) Traditional Centers within the defined option territory according to the option schedule and other requirements. We may develop and grant others the right to develop Non-Traditional Centers within the defined option territory.

Paying the option fee does not guaranty that you will become a franchisee. Rather, paying the option fee and signing the option agreement prohibit us and everyone else from opening a Traditional Center in the option territory during the option term while you attempt to secure a site or sites, secure financing, and otherwise satisfy our requirements for franchise ownership.

Initial Franchise Fee

(Not applicable to renewing franchisees or purchasers of existing franchised Centers.) You must pay us an initial franchise fee of \$29,950 if this is your first Center and \$19,950 if this is your 2nd or subsequent Center. These fee discounts apply to concurrent ownership and are not granted based upon former ownership. To qualify for a \$19,950 Initial Franchise Fee, you must own at least a 50% interest in: (1) at least one existing The UPS Store franchise; and (2) this new franchise.

If we and you do not sign a non-mandatory Center Option Agreement, you must sign an LOI (LOI - FDD Exhibit 4), pay an Initial Application Fee (\$7,500 if you do not currently own any interest in one of our franchises and \$3,750 if you do own an interest, as described in the previous paragraph) that would be fully credited against your Initial Franchise Fee, and pay the balance of your Initial Franchise Fee when you sign your Franchise Agreement. As stated in the LOI, the Initial Application Fee is one-half refundable (*i.e.*, \$3,750 of \$7,500 if you do not currently own any interest in one of our franchises) or one-third refundable (*i.e.*, \$1,250 of \$3,750) if you do own such an interest if at the end of the LOI term you do not for any reason timely satisfy any of our written conditions for final approval or otherwise refuse to accept a franchise that we may offer you.

If we and you agree to sign a non-mandatory Center Option Agreement, then you need not sign a “Letter of Intent for a The UPS Store Franchise” (LOI) or pay an Initial Application Fee (described in the LOI), but you must pay your entire Initial Franchise Fee when you sign your Franchise Agreement.

The Initial Franchise Fee is fully earned when paid and non-refundable.

Initial Franchise Fee for “Rural” Centers

We have reduced the start-up costs of our franchise opportunity for certain small town markets nationwide. The Initial Franchise Fee under the Rural Program is \$9,950 and is not refundable. You must sign an LOI and pay an Initial Application Fee as described in the preceding section.

Initial Franchise Fee for “VetFran” Veterans Program

We are a member of the International Franchise Association and participate in the IFA’s VetFran Program, which provides an approximately 30% discount on initial franchise fees to veterans of U.S. Armed Forces (or spouses of active duty service members) who otherwise meet the Program’s requirements. First-time purchasers of franchises that are veterans of the U.S. Armed Forces are eligible to pay a reduced Initial Franchise Fee as follows. The Initial Franchise Fee (non-Rural Program) for your first Center will be reduced from \$29,950 to \$19,950 (\$10,000 reduction). The Initial Application Fee for a Center under the VetFran Program is \$3,750. As stated in the LOI (Exhibit 4(b) to this disclosure document), the Initial Application Fee is one-third refundable (*i.e.*, \$1,250 of \$3,750). To qualify for this discount, the Veteran(s) must own at least a 50% interest in the franchise. “Veteran” means a recipient of an honorable discharge as evidenced by the U.S. Department of Defense. It is the Veteran’s responsibility to give us the required documents to obtain the VetFran incentive. There is no VetFran discount if you are receiving this franchise disclosure document in connection with either a purchase of an existing franchised business or renewal of your Center’s franchise rights.

Initial Franchise Fee for Conversion and Non-Traditional Site Programs

Despite the fees described above, we may from time to time reduce the Initial Franchise Fee, offer financing, defer the Initial Franchise Fee and/or provide other terms at our discretion for Centers to be located at Non-Traditional and conversion locations. Please refer to our Non-Traditional FDD if you are interested in developing a Center at a Non-Traditional location.

Center Development Fee

We, an Area Franchisee, or a third party we designate (the “Center Development Coordinator”) must provide and manage a general contractor to construct your new Center and provide site selection and lease negotiation assistance. You must pay the Center Development Coordinator our Center Development Fee. We may collect this Center Development Fee directly from you or direct you to pay the Center Development Coordinator. You must pay this before commencement of Center build-out when the franchise fee or transfer fee is paid or at such other time we designate.

The fee is \$5,000 for all newly constructed Centers, franchise renewals, franchise transfers, franchise relocations, franchise “Re-Openings” (the sale of a new franchise located at a previously closed Center), TUPSS 2000 remodels, and facelift remodels, except as follows. This fee will be 20% of the local labor and local material costs you incur— not including items supplied by us or our approved vendor (the “20% Fee”) - if the upgrades (transfer, renewal, or Re-Opening) are for improvements that are less than a “TUPSS 2000 Remodel,” which means upgrades not requiring a new Center design. However, if the 20% would exceed \$5,000, you would have to pay only the \$5,000 fee. This fee is not refundable.

Design Fee

You must pay our then current Design Fee to prepare a general Center design. Payment is due when you sign your Franchise Agreement. The current Design Fee is \$1,050 in connection with your purchase of a

new The UPS Store franchise. Please see Item 6, footnote #16 for a description of the Design Fee in other situations. This fee is not refundable.

Initial Marketing Plan (IMP) Fee

You must pay the then current IMP Fee when you sign your Franchise Agreement (applicable for newly constructed and conversion of Traditional Centers; not applicable to renewing Franchises; optional for purchasers of existing franchised Centers). You must pay the IMP Fee for re-opened Centers unless we waive the requirement. We will waive the IMP Fee for qualified Multiple Center Owners for new Center sales that are booked by the end of April 2016. We or our designated vendor will manage disbursement of the IMP Fee to support your Center's initial marketing plan. Details regarding the IMP are set forth in the Operations Manual and may be updated from time to time. The current IMP Fee paid to us is \$7,500 (\$4,000 for centers developed under the Rural Program). This fee is not refundable.

Proprietary Software and Technology-Related Fees

As more fully described in Items 7 and 11, you must license our proprietary software from us. Applicable fees are currently as follows:

| | |
|--|---------|
| One-Time Per Franchise Proprietary Software License Fee (New Franchise Only) | \$4,750 |
|--|---------|

(\$3,750 if you are purchasing your second franchise, \$2,750 if you are purchasing your third or greater franchise, and \$2,750 if you are acquiring a Center franchise under our Rural Program.) If you are purchasing your second or greater franchise, you may seek financing for this fee as described in Item 10 of this disclosure document. However, the fee discounts do not apply to Site Development Program ("SDP") franchises, which are described below.

| | |
|---|---------|
| Annual Technology Development and Support Fee (New Franchise and Transfers) | \$1,150 |
|---|---------|

The Annual Technology Development and Support Fee must be paid each year, including when your Franchise Agreement begins. If you are purchasing your second or greater franchise, this fee is reduced from \$1,150 to \$1,050 per Center so long as all of your Centers pay this fee one time annually (not monthly billing). This fee is \$1,050 if you acquire a Center franchise under our Rural Program. In the future, this fee is subject to change. Potential fee discounts do not apply to Site Development Program franchises.

| | |
|--|-------|
| One-Time Per Franchise POS Vendor Software License Fee | \$500 |
|--|-------|

If you are purchasing a new, re-opened, or existing (transfer) franchise, you must pay to vendor iShip a \$100 iShip set-up fee.

You must participate in and be connected to our Virtual Private Network ("VPN"), which is our proprietary online communications system. See Items 7 and 11 for more details. No fee above is refundable.

Training Fees

To understand your training fees, you must first understand the basic structure of our training requirements. See Item 11 of this disclosure document for a more detailed description of our New Franchisee Training Program. In summary, in all instances except one (described below), our Franchise Agreement requires that your Center be operated full-time by a "Primary Operator" (who may be you or a Center employee) who must successfully complete all parts of our New Franchisee Training Program.

Our New Franchisee Training Program consists of: (1) Web-Based Training (WBT); (2) the In Store Experience (ISE) (5 days for ISE I and 5 days for ISE II) – where you train in a The UPS Store; and (3) the 9-day University Business Course (UBC) (including 3 days of Print Services Training) held at our The UPS Store University located at our Headquarters in San Diego, CA.

As detailed in Items 11 and 15 of this disclosure document, there is only one instance where your Center's day-to-day operations do not need to be managed full-time by a Primary Operator who completed the New Franchisee Training Program. This is where you are an "Active" Multiple Center Owner (MCO). An MCO is someone who has an ownership interest (*i.e.*, even 1%) in the franchise rights of at least 2 Centers and has a controlling ownership interest in the franchise rights of at least one of these multiple Centers. By "Active," we mean that you are an MCO that devotes full time and attention to overseeing the performance of all your Centers.

If you are an Active MCO and do not wish for one or more of your Centers to be operated by a Primary Operator, then each Center without a Primary Operator must be overseen and supervised by a "Certified Operator," *i.e.*, the individual who (1) works full time on premises in the Center and helps oversee the Center's day-to-day operations and (2) has successfully completed all assessments, Web-based training, and Certified Operator Training (COT). COT is held at a local/regional Certified Training Center and provided by a Certified Trainer and must be completed no later than 30 days after your newly franchised Center opens or you acquire ownership of an existing (*i.e.*, "transfer") Center. If you are not an Active MCO, you may (but need not) enroll a Center employee(s) in COT subject to space available in the COT class and the employee's satisfying the prerequisite eligibility criteria for COT. Also, if you are an "Absentee" MCO (*i.e.*, an MCO who either does not work in any Centers or works as a Primary Operator in only 1 Center), each of your Center's day-to-day operations must be overseen and supervised on premises by a Primary Operator.

All first-time MCOs (including "Active" MCOs) must attend and successfully complete our "Multiple Center Owner Workshop" (MCOW) no later than 6 months after your newly franchised or re-opened Center opens or you acquire ownership of an existing (*i.e.*, "transfer") Center. This currently is a 4-day program held at our Headquarters in San Diego, CA. You must complete MCOW: (1) even if you (or your Primary Operator) previously successfully completed the New Franchisee Training Program; and (2) even if you are not, or do not intend to be, an "Active" MCO (*i.e.*, you have, or will have, a Primary Operator for each of your Centers).

You are required to attend, or have at least one supervisory employee who works full time at the Center attend, and successfully complete all parts of the Print Services Training program. Alternatively, you may successfully complete, or have a supervisory employee successfully complete, the Print Services evaluation/training administered by a Certified Trainer for a designated fee. Each Center must have at least 1 supervisory employee who works full time at the Center attend and complete all parts of the Print Services Training program. If the supervisory employee who attended and successfully completed all parts of the Print Services Training program is no longer employed at the Center, you must have a replacement as soon as possible, in no event more than 60 days.

For new or re-opened franchises, all training fees are paid when you sign the franchise agreement. They are not refundable. For purchases of existing (transfer) Centers, all applicable training fees are collected at the close of escrow. If for any reason the training fees are not collected at these times, they must be collected before attendance at any of the training programs. You will also be responsible for all travel and living expenses you or your Center's employees incur in attending any of our training programs.

| New Franchisee Training Program Fees | ISE I ¹ | UBC* | ISE II ¹ |
|---|--------------------|---------|---------------------|
| First Trainee (New, Re-open or Transfer Center) | \$1,250 | \$3,200 | \$1,250 |
| Each Additional Trainee (New, Re-open or Transfer Center) | \$1,250 | \$2,350 | \$1,250 |
| Existing Multiple Franchise Participant | | | |
| Rural Program (we must classify the Center as a Rural Center) | \$1,250 | \$1,600 | \$1,250 |

*includes Print Services Training

| MCO Workshop | Fee Amount |
|---|------------|
| New Center – First Trainee | \$800 |
| Transfer Center – First Trainee | \$800 |
| Each Additional (Optional) Trainee (New Center or Transfer) | \$525 |

| Certified Operator Training | Fee Amount |
|------------------------------------|------------|
| First Trainee | \$1,000 |
| Each Additional (Optional) Trainee | \$1,000 |

| Print Services Training | Fee Amount |
|------------------------------------|------------|
| First Trainee | \$750 |
| Each Additional Trainee (Optional) | \$750 |

| Renewal Training | Fee Amount |
|--|------------|
| Certified Operator Training (30 days from renewal) | \$1,000 |

Footnotes:

1. If the trainee fails to successfully complete any portion of any required training program, that trainee (or substitute trainee) must take such course again until successfully completed at your sole expense.
2. Multiple Center Owner and Certified Operator Training Recurring and Escalating Late Fees

It is critical for you (or, as applicable, your supervisory employee) to timely attend and successfully complete MCO Workshop, Print Training, and COT training by the deadlines stated above. If you do not do so, your training fees (see charts above) already paid will not be refunded (*i.e.*, we will retain them), and you must pay us additional recurring and escalating late fees up to the original training fee amount (which is not refundable), as detailed below. These fees will be charged to you via EFT. You would be required to re-register for MCO workshop (and/or, as applicable, COT training).

| Situation | First 90 days escalating late fee | Second 90 days escalating late fee | Recurring and escalating late fee doubles every 90 days until it reaches the original training fee amount |
|---|--------------------------------------|---------------------------------------|--|
| If you do not successfully complete the required training (MCOW and COT) within the deadline, a recurring and escalating late fee will be charged every 90 days | \$50 | \$100 | MCOW - \$800 COT - \$1,000 |

Site Development Program (“SDP”)

From time to time, we or an Area Franchisee signs (as tenant) a Center lease at a location we have accepted with the intention of later assigning or sub-letting such lease to a qualified third party franchisee.

When TUPSS is the SDP Lease’s Tenant/Assignor

When we are the tenant of the location, we may (but need not) offer you the opportunity to assume the lease. You need not assume the lease unless you want that location. We usually assign (and, in some cases, sublet) such leases to franchisees before the build-out of the leased Centers. In these cases, the Center’s build-out must be done by the franchisee that assumes the lease from us. We do not sign Franchise Agreements “with ourselves” in connection with SDP leases. Instead, you would simply purchase a new franchise, and we would assign the SDP Center lease to you. There would be no franchise “transfer process” in the SDP lease assignment from us to you.

When an Area Franchisee is the SDP Lease’s Tenant/Franchisee

If and when an Area Franchisee is the tenant of an SDP location that we have accepted, such Area Franchisee may (but need not) offer you the opportunity to assume the lease. Again, you need not assume the lease unless you want that location. If an Area Franchisee transfers (with our consent and waiver of our right of first refusal) the SDP Center’s lease and franchise rights more than 6 months after the Center has opened for business to the public, then such transfer is subject to the normal (non-SDP) transfer process described in our Franchise Agreement. This would include the payment of all transfer-related fees (see Item 6), *i.e.*, Transfer Fee, Processing Fee, and Pro-Rated Renewal Fee for Transfers (all non-refundable).

However, if an Area Franchisee transfers to you (with our consent and waiver of our right of first refusal) the SDP Center’s lease and franchise rights either before, or up to 6 months after, the Center has opened for business to the public, then such SDP transaction is a “hybrid” combination of certain requirements that apply to “Traditional” franchisee-to-franchisee transfers and certain requirements that apply to newly-constructed franchises that we sell. The following is a description of this unique hybrid transaction.

1. Even though the assignment of an SDP lease and franchise rights to you is a type of franchise “transfer,” neither the Area Franchisee seller nor you, as SDP buyer, must pay us the following types of transfer-related fees so long as your purchase is completed either before, or up to 6

months after, the SDP Center has opened for business to the public: Transfer Fee, Processing Fee, or Pro-Rated Renewal Fee for Transfers.

2. If you are purchasing an SDP franchise (and assuming an SDP lease) from an Area Franchisee, then your purchase price will consist of: (a) most or all of the Area Franchisee's out-of-pocket expenses associated with the SDP lease (e.g., security deposit and rent paid) and its SDP franchise rights (\$29,950 Initial Franchise Fee, a portion of which Area Franchisee receives for services rendered); and (b) in most (but not all) cases, a reasonable amount that compensates the Area Franchisee for the value provided, and the risks incurred, in holding such SDP Center lease available for assignment to you (all non-refundable).
3. If you purchase an SDP franchise (and assume an SDP lease) from an Area Franchisee, you also must pay directly to us (and not to your Area Franchisee) the following fees which apply to all newly-constructed franchises: the Design Fee, the Initial Marketing Plan Fee, and the Training Fees (including MCOW, if applicable). These 3 fees must be paid to us when you sign your Franchise Agreement. Additionally, you must pay the following fees directly to us after you sign your Franchise Agreement: One-Time Per Franchise Proprietary Software License Fee, Annual Software Development and Upgrade Fee, and POS Software License Fee. (If you purchase an SDP franchise (and assume an SDP lease) from an Area Franchisee, you need not pay us an Initial Franchise Fee.) None of these fees are refundable.
4. Even if the SDP Center may have been opened for up to 6 months before you purchased it from an Area Franchisee, you need not pay a "Pro-Rated Renewal Fee for Transfers," and your Franchise Agreement term will be a full 10 years.
5. At times, this disclosure document distinguishes between costs of a "newly constructed Center" or a "new franchise," on the one hand, and an "existing Center" or "existing franchise rights," on the other hand. If you assume an Area Franchisee's SDP lease and franchise rights before (or up to 6 months after) the SDP Center's opening to the public for business, you would incur all or (depending upon the amount of build-out completed by the Area Franchisee before the assignment) some of the build-out costs associated with "newly constructed" Centers disclosed in Item 7 of this disclosure document, even though you would be purchasing "existing franchise rights."

Referral Fees

If, after you become and remain one of our franchisees, you complete and send us a "referral brochure" or other approved paper or electronic form that clearly identifies you and your Center number as the party making the referral and responsible for referring to us a prospective franchisee for a new domestic The UPS Store Center (not as part of a transfer), and your referral actually purchases a franchise for a new Center, you will receive a referral fee from us. If submitting a paper form, you must send us the original referral brochure; faxes are not acceptable. Our current policy is to "thank you" for the referral by having you receive \$5,000 if a new Traditional Center is involved and \$2,000 if a new Rural Center is involved. (We do not pay referral fees for Non-Traditional Centers or Access Model Centers.) We reserve the right, in our sole and absolute discretion, to change the amount of this referral fee. We may end or change this policy, and impose rules and conditions, whenever we choose. We do not expect or want you to be involved in the sales process at all. As one of our existing franchisees, you simply are passing along to us the name of someone you know who might be interested in acquiring a new franchise.

**ITEM 6
OTHER FEES**

| Column 1 Type of fee | Column 2 Amount | Column 3 Due Date | Column 4 Remarks |
|--|---|---|---|
| Royalty ^{1, 2, 14} | 5% of "Subject to Royalty" or "STR" | Payable via EFT monthly by the 20 th day of the next calendar month or other interval we establish (for example, 14 th day of next calendar month if we do not receive Royalty report by that 14 th day) | STR includes all Gross Sales plus Gross Commissions from your Center, less Allowable Exclusions. |
| "The UPS Store" Marketing Fee ¹ | 1% of STR | Same as Royalty | |
| National Advertising Fee ("NAF") ^{1, 11} | 2.5% of STR | Same as Royalty | See Footnote 11 for an explanation of the NAF "CAP." |
| Advertising Co-op Dues ¹² | Varies from Co-op to Co-op. Range is \$100-\$500 | Monthly | See Footnote 12 |
| Annual Technology Development and Support Fee ¹ | \$1,150 (\$1,050 if you are a Rural Center) | Each year, including when your Franchise Agreement begins | This fee is subject to change. If you pay monthly there is an extra \$5 per month service fee. |
| Transfer Fee ^{1, 9, 15} | Our current Transfer Fee is \$5,000 (we periodically may increase this fee) | Before transfer | You must pay our then-current transfer fee, the amount of which will be set forth in your buyer's disclosure document when you sell your franchise. |
| Processing Fee ^{1, 9, 15} | Our current Processing Fee is \$4,000 if no Finder's Fee is paid to us; \$1,000 if a Finder's Fee is paid to us (we periodically may increase this fee) | Before transfer | You must pay our then-current processing fee, the amount of which will be set forth in your buyer's disclosure document when you sell your franchise. |
| Renewal Fee ^{1, 9} | 25% of our then-current initial franchise fee | Not later than 6 months before end of franchise Term | Also see Franchise Agreement's definition of "Pro-Rated Renewal Fee for Transfers" and Footnote 9. |

| Column 1 | Column 2 | Column 3 | Column 4 |
|--|---|-------------------|--|
| Type of fee | Amount | Due Date | Remarks |
| Sales Fee ¹ | 25% of our then-current initial franchise fee | Before sale | Payable only in the event of your death or disability and your heirs or representatives ask us to act as a non-exclusive finder for the sale of your franchise. |
| Insurance ⁴ | Amount of unpaid premiums | Upon demand by us | Payable only if you fail to maintain required insurance coverage and we elect to obtain coverage for you. |
| Audit ^{1,3} | Cost of audit (\$475 minimum) plus 18% interest or the highest rate allowed by law on underpayment. You also must pay us a late fee of \$25 per week | Upon demand by us | Payable only if audit shows an understatement of at least 5% of STR for any Accounting Period or if we determine a history of similar under-reporting offenses. |
| Audit Non-Prepared Fee ¹ | \$500 per type of document (as specified in Operations Manual) not supplied upon auditor's request but in no event greater than \$2,500 per occurrence, and cost of audit (including reasonable expenses incurred by auditor) if rescheduled. | Upon demand by us | Payable if required documentation is not available on audit date or upon request. See Operations Manual for details regarding types of documents required for audit. |
| Non-Transfer Ownership Change Fee ^{1,5} | \$350 | Upon demand by us | If you seek our required consent (and a required waiver of our Right of First Refusal) to change less than controlling ownership interest in the franchise. |
| Incorporation Fee ^{1,5,6} | \$350 | Upon demand by us | If you (an individual) seek our consent to an assignment of your franchise to a legal entity (corporation, limited liability company, partnership, etc.) in accordance with the Franchise Agreement. |

| Column 1 | Column 2 | Column 3 | Column 4 |
|--|--|--|--|
| Type of fee | Amount | Due Date | Remarks |
| Family Transfer Fee ^{1, 13} | \$1,250 | Upon demand by us | If you seek our required consent (and a required waiver of our Right of First Refusal) to assign controlling ownership interest in the franchise to an “immediate family member” as defined by us. |
| Entity Name Change Fee ^{1, 5} | \$350 | Upon demand by us | If you (a corporation, limited liability company, partnership, etc.) seek our required consent to change the name of such legal entity |
| Indemnification | Will vary under circumstances | As incurred | You have to indemnify us and our affiliates, officers, agents and employees against all losses resulting from your violation of the Franchise Agreement and all claims made by third parties resulting from your Center’s operation. |
| Interest on financing offered by us ^{1, 3, 10} | Financing of initial equipment: prime rate plus 4%. ¹⁰ Financing for the purchase of a second center: prime rate plus 2%. ¹⁰ Financing for TUPSS 2000 remodel of your Center: prime rate plus 1% ¹⁰ | Continues to accrue until paid (simple interest accrual) | Payable only if we finance any part of your fees or costs. All loan requests are subject to approval by our Finance Department. |
| Late Payment Fee ¹ | \$35.00 per month or 10%, whichever is greater | Continues to accrue until paid | Payable if any sums due to us are not paid when due. |
| Equipment or Equipment Lease and computer hardware/software maintenance ¹ | Varies – See Items 7 and 11 | Upon purchase, or monthly if leased | See Items 7 and 11 |
| iShip Processing Fee | \$0.20 per transaction | Per each iShip transaction | This fee is subject to periodic increase during the franchise term by our affiliate iShip, Inc. |
| Upgrade Evaluation Fee ^{1, 7} | \$500 | Upon our demand before review of work | See Footnote 7 |

| Column 1 | Column 2 | Column 3 | Column 4 |
|--------------------------------|---|---|---|
| Type of fee | Amount | Due Date | Remarks |
| Finder's Fee ^{1,8} | The greater of \$11,980 or 10% of your Center's sales price | Upon sale of your Center | See Footnote 8, including how this may be a Broker's Fee. |
| Finance Charges ^{1,3} | Highest annual rate allowed under applicable law. | Upon demand | Billed on all items that exceed 42 days or later. |
| Design Fee ^{1,16} | \$250, \$660, or \$1,050 | Upon demand and always prior to commencement of our Center Design for you | See Footnote 16 |
| Non-Compliance Fee | Currently \$250, but we may charge up to \$1,000 | When billed | Due if you deviate from our requirements. This compensates us for administrative and management costs, not for our damages due to your default. |

Footnotes to Item 6 Chart:

1. Except as noted above, all fees are imposed and collected by and payable to us. No fee is refundable. Except as noted, all fees currently are uniformly imposed.
2. In exchange for services rendered, Area Franchisees (if applicable) receive from us 50% of all royalties paid to us by franchisees located in their Area Franchise territory.
3. Interest begins from the date of the underpayment.
4. You must maintain the types and minimum amounts of insurance (naming us and our designated Affiliates as additional insureds) that we specify in your Franchise Agreement or the Manuals. You may obtain additional insurance as you desire. Insurance policies may not be amended or canceled without at least 30 days' prior written notice to us. You must provide certificates of insurance evidencing coverage on an ongoing basis.
5. Except for Family Transfers, this fee does not apply if transferring 50% or more of ownership interest. This fee also does not apply if the sale of less than 50% of ownership interest would transfer controlling interest of franchise. (Example: A owns 49%, B owns 20% and C owns 31%. Sale of C's 31% interest to B would effectively transfer controlling interest of the franchise from A to B. These situations would all be treated as a "transfer," be governed under Section 11 of the Franchise Agreement, and require payment of a Transfer Fee, Processing Fee, and a Pro-Rated Renewal Fee for Transfers.)
6. Section 11.7(e) requires payment of the "then-current" Incorporation Fee. Such amount may be more than \$350 at some time in the future, and that amount would then apply.

7. Paid to us by existing franchisees that are selling their Centers or wish to know what their Centers' required upgrades (computers, equipment, fixtures and decor – exterior and interior) would be if they were to sell their Centers and transfer their franchise rights. If such existing franchisee does not proceed with such a franchise transfer within 12 months of such Upgrade Evaluation, then we will keep the Upgrade Evaluation Fee as earned. If, however, such existing franchisee does proceed with such a franchise transfer within 12 months of such Upgrade Evaluation, then such Upgrade Evaluation Fee will be applied as a credit against the monies owed to us as indicated on the final demand and account breakdown. The amount of upgrades we determine in the Upgrade Evaluation will be valid for a 12-month period following the Upgrade Evaluation, subject to any changes in price or our requirements. An additional \$500 Upgrade Evaluation Fee would be required only if such second Upgrade Evaluation is conducted more than 12 months after the first Upgrade Evaluation. If a second Upgrade Evaluation Fee is paid, it would be credited against the monies owed to us as indicated on the final demand and account breakdown if the Center transfers within 12 months.
8. If and when you wish to sell your Center, you will be permitted (but not required) to retain our (or, if we authorize, our designee's) services to assist in your efforts to identify potential purchasers of your Center. You then must sign our approved form of Finder's Agreement with us or our designee who has been given access to our proprietary database of franchise applicants. We or, as applicable, our designee will undertake best efforts, but there is no guaranty that we or our designee will be able to introduce you to a purchaser for your Center. The Finder's Agreement specifies when a Finder's Fee would be owed by you (as seller or "transferor") to us or our designee. Your Finder's Fee will always be an amount that is the greater of 10% of your Center's purchase price or 40% of the then-current Initial Franchise Fee for a first-time franchise (as of April 30, 2015, 40% of the \$29,950 Initial Franchise Fee is \$11,980), except that if your heirs or representatives seek to sell your Center in the event of your death or incapacity, this fee will be reduced to 25% of our then-current Initial Franchise Fee for a first-time franchise (i.e., 25% of our current \$29,950 is \$7,487.50). As noted in Footnote 9 below, if you do not pay a Finder's Fee to us or our designee, the Processing Fee for the sale of your Center will be \$4,000. Where permitted under applicable law, we or our designee (such as our Area Franchisee) may offer to represent you (the franchise transferor) as a business resale "broker" and not merely as a "finder." In such case, your using such services would remain optional for you, and the amount of the "Broker Fee" you would pay us or our designee (such as our Area Franchisee) would not be greater than the maximum amount of the Finder's Fee defined above.
9. Sections 5.1(b)(ii)(A-C) and 11.3(f)(i-iii) of your Franchise Agreement specify that the following fees (referenced in this Item 6 chart) must be paid in connection with a transfer of a franchise: Transfer Fee, Processing Fee and Pro-Rated Renewal Fee for Transfers. These fees must be paid to us, whether by the seller (transferor) and/or the buyer (transferee). Section 5.1(b)(ii)(A-C) applies if you are the buyer (transferee) because it modifies your Initial Franchise Fee payment obligation, and Section 11.3(f)(i-iii) applies if you are the seller (transferor).

These fees are all defined in Section 23 of your Franchise Agreement. The current Processing Fee is listed as \$4,000 or \$1,000. If a Finder's Fee (see Footnote 8 above) is paid by the seller (transferor) in connection with a franchise transfer where the purchaser (transferee) has been disclosed with this disclosure document, the amount of the Processing Fee is \$1,000. If a Finder's Fee is not paid to us or our designee by the seller

(transferor) in connection with a franchise transfer where the purchaser (transferee) has been disclosed with this disclosure document, the amount of the Processing Fee is \$4,000.

10. Subject to modification by us from time to time, if the prime rate falls below 5%, then only for purposes of calculating our loan interest rates, the Prime Rate will be fixed at 5%.
11. a. Until further written notice from us, your requirement to contribute 2.5% of your Center's monthly STR to the NAF will not exceed a certain fixed dollar maximum amount ("NAF Cap") on such contributions. As of April 30, 2015, your NAF Cap is as follows:

| | |
|--------------------------|-------------------|
| January through November | \$1,576 per month |
| December | \$3,136 per month |
| ANNUAL NAF CAP | \$20,472 |
- b. We reserve the right at any time, upon written notice to you, to change the formula we use for adjusting the NAF Cap.
12. A majority vote of the franchisee members of your DMA Co-op will determine the fee's fixed-dollar amount. However, we may require DMA Co-op fees of 0.5% of your Center's STR (if this is more than the fixed-dollar amount). Also, if 51% or more of the franchisees in your DMA Co-op vote to increase the fee to more than 0.5% of STR, they may do so up to a cap of 3% of STR. The DMA Co-op's fees will not be changed more than once per year.
13. See Franchise Agreement Section 11.2(e) and Section 23 for a description of a "Family Transfer."
14. Allowable Exclusions from "Subject to Royalties (STR)" include deposits, international customs duties, money orders, money transfers, public service payments, outsourcing to other centers, sales tax, UPS Saturday delivery charges (if not marked up at point of sale), stamp and metered mail cost, iShip fees, and other exclusions as specified in the Center Operations Manual. Other exclusions not listed in the manuals must be approved in advance by TUPSS in its sole and absolute discretion.
15. If you are purchasing an existing (transfer) Center, please note as follows. We require that you and your seller utilize the services of a third party escrow company or escrow attorney ("Escrow") to administer certain aspects of our franchise transfer process, including exchange of monies. You and your seller may use only the third party Escrow vendor designated by us or our Area Office. The fees for this service charged by the Escrow third party must be paid by you and/or your seller. The amounts of these Escrow fees vary depending upon the particular location (geographic market) and possibly upon other factors.
16. If you renew your franchise rights, you must pay us a \$660 Design Fee for any changes in the Center's general design. In all other situations, the Design Fee currently is \$1,050. If we prepared the design for the Center (for which you already paid our Design Fee) and you want to change any aspect of the design, you must pay us an additional \$250 for each change in the design plans. In all instances, the Design Fee is non-refundable.

ITEM 7
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

(Traditional Center not operating under “Rural Program”)

| Column 1 | Column 2 | Column 3 | Column 4 | Column 5 |
|--|--|-------------------|-----------------------------------|---|
| Type of expenditure | Amount | Method of Payment | When Due | To Whom Payment is to be Made |
| Initial Franchise Fee ¹ | \$29,950 | Lump Sum | At signing of Franchise Agreement | Us |
| Initial Marketing Plan Fee ¹ | \$7,500 | Lump Sum | At signing of Franchise Agreement | Us |
| Design Fee ¹ | \$1,050 | Lump Sum | At signing of Franchise Agreement | Us |
| Center Development Fee ¹ | \$5,000 | As Arranged | At signing of Franchise Agreement | Us or Area Franchisee ⁶ |
| Initial Training Fees ¹ | \$5,700 | Lump Sum | Before Training | Us or our Designee |
| Travel and Living Expenses While Training ² | \$3,000 to \$4,000/per person | As Incurred | During Training | Airlines, Hotels, & Restaurants |
| Site Rent and Security Deposit ³ | \$4,500 to \$18,000 | As Arranged | As Arranged | Lessor |
| Leasehold Improvements ⁴ ; Construction Costs; Signage; Furniture and Décor Items | \$40,856 to \$167,089 (average of \$88,356, as highest cost project included \$95,636 vanilla shell preparation)** | As Arranged | As Arranged | Contractor/ Supplier or Us or Area Franchisee |
| Computer ⁵ Hardware/Installation/ Freight | \$9,006 to \$10,170 | As Arranged | As Arranged | Us or our Designee |
| Annual Technology Development and Support Fee ¹ | \$1,150 | As Arranged | Annually | Us |
| Software ¹ | \$4,864 to \$6,864 | As Arranged | As Incurred | Us |

| Column 1 | Column 2 | Column 3 | Column 4 | Column 5 |
|---|------------------------|-------------------|-------------|-------------------------------|
| Type of expenditure | Amount | Method of Payment | When Due | To Whom Payment is to be Made |
| Copiers and Printer ⁶ | \$2,076 to \$3,966 | As Arranged | As Incurred | Suppliers |
| Other Equipment ⁶ | \$5,093 to \$5,986 | As Arranged | As Incurred | Us/ Supplier |
| Start-Up Supplies ⁷ | \$6,180 to \$9,155 | As Arranged | As Incurred | Us/ Supplier |
| Utility Deposits ⁸ | \$900 to \$3,000 | As Arranged | As Incurred | Supplier |
| Insurance ⁹ | \$1,000 to \$5,000 | As Arranged | As Incurred | Supplier |
| Subtotal | \$127,825 to \$283,580 | | | |
| Additional Funds – 3 months ¹⁰ | \$40,000 to \$70,000 | As Arranged | As Incurred | Varies |
| Total ¹ | \$167,825 to \$353,580 | | | |

*Except for the security and utility deposits, no expenditure in the table is refundable.

YOUR ESTIMATED INITIAL INVESTMENT

(Center Operating under Rural Program)

| Column 1 | Column 2 | Column 3 | Column 4 | Column 5 |
|---|----------|-------------------|-----------------------------------|-------------------------------|
| Type of expenditure | Amount | Method of Payment | When Due | To Whom Payment is to be Made |
| Initial Franchise Fee ¹ | \$9,950 | Lump Sum | At signing of Franchise Agreement | Us |
| Initial Marketing Plan Fee ¹ | \$4,000 | Lump Sum | At signing of Franchise Agreement | Us |
| Design Fee ¹ | \$1,050 | Lump Sum | At signing of Franchise Agreement | Us |
| Center Development Fee ¹ | \$5,000 | As Arranged | At signing of Franchise Agreement | Us or Area Franchisee |

| Column 1 | Column 2 | Column 3 | Column 4 | Column 5 |
|--|--|-------------------|-----------------|---|
| Type of expenditure | Amount | Method of Payment | When Due | To Whom Payment is to be Made |
| Initial Training Fees ¹ | \$4,100 | Lump Sum | Before Training | Us or our Designee |
| Travel and Living Expenses While Training ² | \$3,000 to \$4,000/per person | As Incurred | During Training | Airlines, Hotels, & Restaurants |
| Site Rent and Security Deposit ³ | \$1,000 to \$2,500 | As Arranged | As Arranged | Lessor |
| Leasehold Improvements ⁴ ; Construction Costs; Signage; Furniture and Décor Items | \$47,452 to \$120,544 (average of \$72,146); highest cost project not included in average and range, as explained in note **** below (immediately before footnote 5) | As Arranged | As Arranged | Contractor/ Supplier or Us or Suppliers |
| Computer ⁵ Hardware/Installation/ Freight | \$5,674 to \$6,256 | As Arranged | As Arranged | Us |
| Annual Technology Development and Support Fee ⁵ | \$1,050 | As Arranged | Annually | Us |
| Software ¹ | \$4,864 | As Arranged | As Incurred | Us |
| Copiers and Printer ⁶ | \$2,076 to \$3,966 | As Arranged | As Incurred | Suppliers |
| Other Equipment ⁶ | \$3,077 to \$3,127 | As Arranged | As Incurred | Us/ Supplier |
| Start-Up Supplies ⁷ | \$6,180 to \$9,155 | As Arranged | As Incurred | Us/ Supplier |
| Utility Deposits ⁸ | \$200 to \$2,000 | As Arranged | As Incurred | Supplier |
| Insurance ⁹ | \$1,000 to \$3,000 | As Arranged | As Incurred | Supplier |
| Additional Funds – 3 months ¹⁰ | \$40,000 to \$70,000 | As Arranged | As Incurred | Varies |
| Total | \$139,673 to \$254,562 | | | |

*Except for the security and utility deposits, no expenditure in the table is refundable.

FOOTNOTES

1. Start-up expenses may be lower under the Non-Traditional site Program and may be higher in markets such as Manhattan, NY. Please refer to Item 7 of our Non-Traditional FDD for the estimated initial investment if you wish to develop a Center at a Non-Traditional site.

We estimate that the total range of start-up expenses under the Rural Program (the 2nd chart) is from approximately \$139,673 to \$254,562. However, a franchisee's actual costs will vary depending on, among other things, whether the landlord covers some of the build-out costs and the condition of the site at which you plan to operate the Center. In addition to the reduced franchise fees under this program (see Item 5), there are cost reductions (described in the footnotes below) in the area of required equipment. The actual costs for Centers participating in this program will, like all Centers, vary depending upon individual circumstances. These Rural Program cost estimates are also provided in connection with the disclaimer listed below under the heading "General."

GENERAL

We have prepared these estimates based on our experience, which is primarily in establishing and operating Centers. Except as expressly indicated otherwise in the chart above, these estimates describe your initial cash investment up to the opening of your Center. They do not provide for your cash needs to cover any financing you incur or your other expenses. Further, they do not include royalty amounts payable each month to us. You should not plan to draw income from the operation during the Center's start-up and development stage, the actual duration of which will vary materially from Center to Center and cannot be predicted by us for your Center (and which may extend for longer than the 3-month "initial phase"). We cannot guarantee that you will not have additional expenses starting the business.

You must have additional sums available, whether in cash or through a bank line of credit, or other assets which you may liquidate or against which you may borrow, to cover other expenses and any operating losses you may sustain, whether during your start-up and development stage or beyond. The amount of necessary reserves will vary greatly from franchisee to franchisee, may be more than the "Additional Funds" amounts described in footnote 11, and will depend upon many factors, including your Center's rate of growth and success, which in turn will depend upon factors such as the demographics and economic conditions in the area in which your Center is located, your ability to operate efficiently and in conformance with our procedures and methods of doing business, and competition.

Under certain circumstances, an existing franchised Center's franchise agreement terminates with the possibility of a new franchisee commencing operations at the Center under a new franchise agreement (*i.e.*, not through our transfer process). Such "Re-Openings" may not incur many of the build-out and related costs specified in this Item 7 chart that are incurred with newly constructed Centers. However, in these situations, we condition our sale of such Re-Opened new franchises on the franchisee's promise to upgrade such Center's image, computers and equipment to our specifications as if such Center were acquired through our transfer process. Additionally, the purchaser of a new franchise at an existing location may have challenges that are not faced by purchasers of new franchises at newly constructed sites, including delays in setting up accounts with vendors, the need to pay cash to vendors for a period of time, and the need to obtain releases of liens from the previous owner's business creditors. In the past, purchasers of new franchises at such existing locations have accepted these challenges, presumably based upon their conclusion that such challenges were outweighed by the fact that their total start-up costs (including initial franchise fee and cost of upgrades) would often be less than if they would have acquired the rights to such location through an asset purchase from the previous owner. We make no representation whether there would be any savings in any particular Re-Opening.

Our option fee, initial franchise fee, initial marketing plan (IMP) fee, software and technology fees, center development fee, and training fees are discussed in detail in Item 5 above. Some of these fees may be reduced if you qualify for MCO or other discounts.

2. Travel and Living Expenses While Training: You will incur expenses associated with The UPS Store University Training programs, including transportation, lodging and food. The cost will depend on the distance the trainee must travel and type of accommodations you choose and will increase if you send more than one trainee.

3. Real Property: A typical new Center generally occupies 800 to 1,800 square feet of interior space in vanilla shell condition, which includes finished ceiling, electrical panel, storefront, prepped demised walls, HVAC, lighting fixtures, electrical outlets and telephone wiring/panel installed for the Center. Cost per square foot of leasing commercial space varies considerably from region to region depending on the location and market conditions affecting commercial property. The figures on this line item represent the cost of the first 3 months' rent for most Centers (\$1,500 to \$6,000 per month) and the cost of a security deposit equal to one month's rent (\$1,500 to \$6,000). {Some landlords require a security deposit equal to 2 or more months' rent.} Some urban markets – especially Manhattan Borough, NY – can have Center rents of \$5,000 to \$11,000 per month for a smaller than usual site. Some rural markets can have Center rents less than the “low” figure listed on this line item. These numbers represent a typical landlord/tenant relationship. There is considerable variance, from market to market, regarding whether real estate taxes, insurance and common area maintenance (CAM) are charged to the Center via “net lease” or included in rent via a “gross lease.”

4. Leasehold Improvements, Etc.: You will need to install modular fixtures and make other Leasehold Improvements as listed below. Construction costs in some areas of the country may exceed these estimates. All construction work done in a Center build-out must be performed by a TUPSS-approved state trade licensed and bonded company in the required area, *e.g.*, fixtures, installations, exterior signage, electrical, etc. If local law requires your Center's design drawings to receive an architectural seal before submitting them for permitting, your general contractor must hire an architect for you who meets local certification or similar requirements. Although most new Centers do not require architectural services, those that do incur fees ranging from approximately \$150 to \$8,100, and such fees will typically appear on your construction bid.

| | Traditional Low* | Traditional High | Traditional Average | Rural Low* | Rural High | Rural Average |
|-----------------------------|------------------|------------------|---------------------|------------|------------|---------------|
| <u>Vanilla Shell</u> | | | | | | |
| Demolition | \$100 | \$9,850 | \$2,022.07 | \$2,000 | \$4,678.13 | \$3,339.07 |
| Electrical | \$575 | \$24,366 | \$6,328.59 | \$4,458 | \$14,400 | \$7,542.64 |
| Data | \$125 | \$4,690 | \$1,939.75 | \$298 | \$4,690 | \$2,249.75 |
| Phone | \$150 | \$3,197 | \$836.82 | \$500 | \$500 | \$500 |
| Paint | \$245 | \$6,250 | \$1,975.64 | \$850 | \$8,640 | \$3,435 |
| HVAC | \$300 | \$18,960 | \$4,883.80 | \$5,700 | \$25,200 | \$12,996.95 |
| Fire and Safety | \$75 | \$11,042 | \$2,701.68 | \$3,000 | \$9,500 | \$6,250 |
| Restroom | \$250 | \$20,258 | \$5,165.04 | \$414 | \$10,450 | \$5,432 |
| Carpentry | \$45 | \$15,000 | \$3,476.13 | \$500 | \$13,100 | \$5,112.50 |
| Ceiling | \$75 | \$5,380 | \$1,979.70 | \$675 | \$4,500 | \$2,465 |
| Lighting | \$75 | \$10,800 | \$1,628.57 | \$430 | \$5,000 | \$3,094.80 |
| Entry | \$225 | \$10,360 | \$1,584.51 | \$300 | \$2,500 | \$1,099.67 |

| | Traditional Low* | Traditional High | Traditional Average | Rural Low* | Rural High | Rural Average |
|---|------------------|------------------|---------------------|------------|--------------|---------------|
| Misc. Vanilla Shell Prep | \$150 | \$4,000 | \$1,138.06 | \$0 | \$0 | \$0 |
| <u>TUPSS Procured Items</u> | | | | | | |
| Modular Fixtures | \$231.25 | \$28,550 | \$19,172.88 | \$436.18 | \$20,551.91 | \$12,052.82 |
| Merchandise Accessories | \$996 | \$2,350 | \$1,688.12 | \$646 | \$1,969.22 | \$1,570.68 |
| Track Lighting | \$105 | \$506.13 | \$215.46 | \$106 | \$159 | \$145.68 |
| Carpet/Base | \$1,535.87 | \$6,300 | \$2,699.26 | \$1,184 | \$2,634 | \$2,202.38 |
| Security Gate | \$263.65 | \$6,487.20 | \$3,488.41 | \$2,160.93 | \$3,920.08 | \$2,841.67 |
| Interior Graphic | \$17 | \$2,217 | \$1,130.41 | \$1,042 | \$1,196.18 | \$1,137.83 |
| Interior Window Box Signs | \$261 | \$2,800.45 | \$1,206.37 | \$752 | \$1,671.87 | \$1,215.29 |
| Exterior Sign | \$3,156 | \$16,278.72 | \$9,384.37 | \$3,122 | \$8,500 | \$5,342.40 |
| <u>Installation/General Construction</u> | | | | | | |
| Cabinetry, Track lighting Installation, Header Construction, Gate Installation, Interior Graphics Installation, Carpet/Base Installation, Conv. Framing, Misc. Installation | \$1,077.35 | \$30,312 | \$11,978.45 | \$3,492 | \$38,820 | \$16,506.29 |
| <u>Miscellaneous</u> | | | | | | |
| Freight | \$1,484 | \$4,260 | \$2,704.20 | \$1,958 | \$12,096 | \$4,565.62 |
| Trash/Clean up | \$188 | \$2,300 | \$675.50 | \$400 | \$400 | \$400 |
| Misc. Job Site Labor | \$150 | \$8,600 | \$1,833.40 | \$1,000 | \$12,000 | \$5,533.33 |
| Plan Submission | \$250 | \$6,180 | \$1,181.18 | \$0 | \$0 | \$0 |
| Permits Fee | \$100 | \$4,016 | \$1,209.45 | \$10 | \$600 | \$253.33 |
| Architects Fee | \$150 | \$8,100 | \$2,198.72 | \$2,900 | \$2,900 | \$2,900 |
| Design Fee | \$1,050 | \$1,050 | \$1,050 | \$1,050 | \$1,050 | \$1,050 |
| Contractors Overhead | \$245 | \$27,500 | \$3,806.44 | \$3,000 | \$21,250 | \$12,125 |
| Sales Tax | \$204.27 | \$6,665.58 | \$3,296.85 | \$404 | \$3,978.55 | \$2,026.20 |
| CDC Fee | \$5,000 | \$5,000 | \$5,000 | \$5,000 | \$5,000 | \$5,000 |
| Misc. Other Items | \$311.37 | \$21,659 | \$3,670.47 | \$8,225 | \$8,225 | \$8,225 |
| Individual Project Cost*** | \$40,856.16 | \$167,089 | \$86,355.96 | \$47,452 | \$201,319.84 | \$97,929.83 |

*Some markets may experience 10% to 40% higher costs with regard to labor, leasehold improvements and other related construction costs. Not all centers incurred costs for each and every category. Costs in the columns for Traditional Low and Rural Low show the lowest incurred cost above \$0.

**The "Traditional" number ranges above reflect the costs of all Traditional Centers built out during 2014 for which we received cost ledgers. The highest total build-out cost of \$167,089 was recorded for a center that had an expense

of \$18,960 for HVAC and \$24,366 for electrical. The average costs are \$4,883.80 for HVAC and \$6,328.59 for electrical. Less than one-half of centers have expenses for HVAC for our build-out.

***The numbers in this last line-item reflect (for the time period measured) the actual lowest amount of costs incurred by a franchisee, the actual highest amount of costs incurred by a franchisee, and the actual average amount of costs incurred by all franchisees.

****The rural number range and average reflect, with one exception, the cost of all Rural Centers built out during 2014 for which we received cost ledgers. The one exception was a Rural Center that had a non-standard build-out cost of \$201,064.40. This Center required uncommon investment for vanilla shell preparation of \$97,730, general labor cost of \$38,820, and contractor overhead of \$21,250.

5. Mandatory Computer Equipment and Installation.

- a. POS System: 2 units required for new, re-opening, and existing transfer franchises and for renewals; approximately \$3,332 to \$3,914.
- b. Back Office computer (with monitor): 1 unit required per Center. Approximately \$900 to \$1,200.
- c. Print Production computer (with monitor and TUPSS Image (i.e. configurations)): 1 unit required per Center. Approximately \$1,161.

You must purchase POS System hardware, Back Office Computer(s), Print Production computers, and PinPad devices solely from us.

A one-time technology installation fee ranging from \$1,140 to \$2,440 is payable to us. This fee covers in-center networking and the set up and networking of the POS System, Back Office computer(s), and Print Production Computer. You must use only the TUPSS-approved vendor for all technology installations. Additional computers will be set up and networked for an additional \$300 per system. Freight shipping costs for your opening order of computers is \$640 to \$1,066 plus taxes where applicable. For further explanation about computers and software, please see Item 11.

6. Other Mandatory Equipment: You must purchase or lease certain items of equipment. We offer financing for equipment and fixtures as described in Item 10. The following are our mandatory equipment packages. The estimates in this chart are for lease (3 months) of equipment. Items 3, 4, and 8 below are included in the "Copiers and Printers" line-item in the Item 7 chart. The remaining items are included in such chart as "Other Equipment." Item 9 below (see vii for more details) describes the recommended print services equipment specifications and their estimated costs, which are above and beyond the current minimum requirements for mandatory print services equipment. Because we are in the process of exploring a possible major enhancement to the print services offered by The UPS Store Centers, we reserve the right during your franchise term to convert these recommended specifications to minimum mandatory specifications and to require you to then come into compliance by paying for, installing, and using such upgraded equipment.

Mandatory Equipment

Estimated Cost

- | | | |
|----|--|------|
| 1. | Mailboxes (Minimum 10 modules; Minimum 4 modules for Rural Center) (You may acquire additional modules) | (i) |
| 2. | Fax Machine (Plain Paper) | (ii) |

3. Black and White Digital Multi-Function Printer (MFP) (iii)
 4. Color Digital Multi-Function Printer (MFP) (iv)
 5. Virtual Private Network (VPN) (v)
 6. Print Finishing Equipment (vi)
 7. Postage Meter (must be Impb compliant) or Endicia \$76/month (average)
 8. Laser Printer (per TUPSS's specifications) \$300 (average)
 9. Recommend (Not Currently Required) Print Services equipment Specifications (vii)
 10. Media Device (viii)
 11. Alta Pak or MINI PAK'R® (ix)
 12. Mettler-Toledo scale (2) (x)
- (i) The estimated price will be \$71 (\$40 under the Rural Program) per month if leased (with a 15% down payment), or \$3,550 if purchased (\$1,464 if purchased under the Rural Program).
 - (ii) If you lease your fax machine, the price ranges between \$8 and \$19 per month. The price to purchase is approximately \$300.
 - (iii) Black and White Digital Multi-Function Printer (MFP). You will need, at minimum, one black and white digital copier. The minimum acceptable speed for any black and white copier will be 50 copies per minute. Monthly equipment charges vary depending on the equipment and program chosen and number of copies run. If you lease a 50 copies per minute black and white copier, your price ranges between approximately \$175 and \$480 per month. Purchase prices range between approximately \$8,500 and \$19,800 per copier to meet or exceed our minimum mandatory specifications. This black and white digital copier must have a TUPSS-approved interfaced controller that enables printing of computer files in black and white directly to the black and white digital copier. An automated document-folding machine is also required if not included on your black and white copier, and estimated purchase price for this machine is \$645. Recommended (but not currently required) for black and white printers are the in-line stapling and document folding unit. The estimated purchase price for these items ranges from \$1,400 and \$3,525. The combined monthly lease price for these items is estimated to range between \$30 and \$98.
 - (iv) Color Digital Multi-Function Printer (MFP). You will need, at a minimum, one mid-range, 30 copies per minute color laser copier. Color copier monthly equipment charges vary depending on the equipment and program chosen and number of copies run. If you lease this equipment meeting our minimum specifications, your price ranges between approximately \$250 and \$500 per month. Purchase prices range between approximately \$12,000 and \$25,500. This color laser copier must have a TUPSS-approved interfaced controller that enables printing of computer files in full color and black and white directly

to the color laser copier. Recommended (not currently required) for color printers are the in-line stapling and document folding unit. The estimated purchase price for these items ranges from \$1,550-\$3,600. The combined monthly lease price for these items is estimated to range between \$30 to \$325.

- (v) Virtual Private Network (VPN). You must participate in and be connected to our Virtual Private Network (“VPN”), which is our proprietary online communications system, in the manner specified in our Manuals and as is updated from time to time. VPN access requires a dedicated Broadband connection through an Internet Service Provider (ISP) service, the cost of which varies considerably from market to market. Other methods of connectivity are permitted to our VPN only when we determine that Broadband connection (DSL, cable, or T-1) is not possible at your Center. Otherwise you must access our VPN via a Broadband connection with at minimum a single static public Internet Protocol (IP) Address with an IP Gateway on the same subnet. Broadband connection requires your purchase from our approved vendor(s) (if any) of DSL or cable or T-1 or other service that satisfies our Broadband specifications. (Estimated monthly Broadband service fees vary significantly by vendor and by types of services selected). Also note: your service provider may require additional charges to you associated with ordering or installing the actual communication circuit from the service provider and required circuit termination equipment.

Regardless of how you access our VPN via Broadband or other approved method, you must satisfy these additional requirements:

- (1) Your Center’s POS System, Back Office Computer(s), and Print Production Station must be “wired” and networked in accordance with our specifications;
- (2) The following equipment must be installed by a TUPSS-approved vendor:
 - (a) A TUPSS-approved 8-Port Ethernet Switch, Estimated Purchase Price: \$55. A TUPSS-approved 16-Port Ethernet Switch is recommended, Estimated Purchase Price: \$105
 - (b) TUPSS-approved VPN communication equipment: Netscreen, Estimated Purchase Price: \$550 (for Broadband)

Due to the rapid changes in VPN-related technology and our ongoing efforts at developing and improving such technology, we anticipate that (1) we may approve alternative or additional vendors, products and services for VPN technology, and (2) the above estimated prices may vary and change considerably depending on numerous market factors.

- (vi) Required print finishing equipment consists of TUPSS-approved binding equipment, a commercial stack cutter, a laminator, and start-up supplies. Lease payments range between \$167 and \$242 per month. The purchase price ranges between \$1,597 and \$5,725. Postage Meter must be leased or rented or you have the option to use an approved online postage system, Endicia, with postage printer at approximately \$40 to \$113 per month.
- (vii) Recommended (Subject to Later Requirement) Print Finishing Equipment Specifications:
- (1) If you did not purchase printers with this recommended (but not initially required) print finishing (*i.e.*, the in-line stapling and document folding unit)

equipment included, you must purchase these items separately if and when we convert this from a recommended to a required specification. The estimated combined purchase price for the in-line stapling and document folding unit is \$2,500 and the combined monthly lease for these 2 items is estimated to range between \$51 and \$73.

- (2) A TUPSS-approved commercial business card slitter for creating on-demand business cards. 10-up or 12-up configurations are acceptable. The price to purchase an approved slitter starts at approximately \$100 to \$2,000. The monthly lease of this item is estimated to be \$67.
 - (viii) You must have a media device to store and move a file or files from a remote computer to your in-Center local area network. An example of such a device would be a “thumb drive” or a “jump drive.” Approximate price is \$30.
 - (ix) Alta Pak’s estimated price is \$150. This device dispenses packing peanuts. MINI PAK'R's estimated price is \$625. MINI PAK'R is a bubble-wrapping machine that replaces traditional packing peanuts.
 - (x) The estimated price of the 2 scales, which weigh in pounds and ounces, is \$1,088.
7. Start-Up Supplies: We estimate that the range given will be sufficient to cover initial supplies of running your business for 3 months following the opening of the franchise business (see chart below for details).

Retail Products and Consumable Supplies Opening Order Estimated Costs for New Centers

| Retail Products | Low | High | Average |
|---|---------|---------|---------|
| 4' – 12' Flex-o-gram (i) | \$1,800 | \$2,900 | \$2,350 |
| Corrugated (iii) | \$900 | \$1,700 | \$1,300 |
| Packaging Materials | \$940 | \$1,480 | \$1,150 |
| Paper & Envelopes | \$200 | \$300 | \$250 |
| Total Estimate – Retail Products | \$3,840 | \$6,380 | \$5,050 |
| Consumables | Low | High | Average |
| Misc. Office Supplies For Front and Back Counter | \$100 | \$150 | \$125 |
| Merchandise Bags & Copy Boxes(ii) | \$90 | \$100 | \$95 |
| Misc. Operational Tools (hand truck, tool kit, etc.) | \$450 | \$550 | \$500 |
| Labels, price stickers, receipt tape, PSO forms, etc. | \$400 | \$500 | \$450 |
| Postal Supplies | \$125 | \$150 | \$138 |
| Janitorial Supplies (trash cans, vacuum, etc.) | \$250 | \$300 | \$275 |
| Print Materials | \$625 | \$625 | \$625 |
| Initial Marketing Kit (exterior banner, balloons, window poster, etc.) | \$300 | \$400 | \$350 |
| Total Estimate - Consumables | \$2,340 | \$2,775 | \$2,558 |
| <i>Estimated Costs - Retail Products and Consumables</i> | \$6,180 | \$9,155 | \$7,608 |

Mandatory Branded Products

Minimum Stock

- (i) Retail Shipping Supplies 6 of each product
(Bubble Mailers, Photo/Document Mailers, CD Mailers, Envelopes, Multiple-media Mailers, Mailing Tubes, Bubble Cushioning, Shipping Labels).
 - (ii) Merchandise Bags and Copy Boxes 50 of each size
 - (iii) Corrugated Boxes 5 of each size
12x12x12, 12x12x6, 6x6x6, 10x10x10, 14x14x14, 16x16x16, 20x20x20, 18x18x18, 15x12x10, 8x8x8, 17x11x8, 24x24x24, 20x20x12, 24x18x18, 20x12x12, 24x24x16, 30x24x6, 24x18x6, 16x16x4, 6x6x48, 15x15x48; a TUPSS-approved laptop kit; and a Medium Electronics Kit (minimum of 5 inserts).
 - (iv) Packaging Materials
Large retention insert (minimum of 5 inserts)
Small electronic retention insert (minimum of 5 inserts)
8. Utility Deposits: We estimate that you will need to provide deposits for utilities. Deposits depend on the practices of the utility company. You must also register your business with the local county, along with fictitious name and other requirements of your local or state government. These entities may charge a fee for such registration. You also may be required to pay state sales tax and a refundable UPS deposit.
9. Insurance: The figures in the Item 7 chart are expenses calculated on a yearly, per center basis for a small business-owners package policy (property and liability) premium. Insurance costs vary based on many factors such as coverages and limits selected, insurance company chosen, and your Center's building construction, fire protection, and other individual risk characteristics. Also, there is a considerable variance of insurance costs from market to market. For example, a limited number of urban and coastal Centers can have premiums in the \$5,000 to \$10,000 range. Your costs will increase if you purchase other lines of insurance, which may possibly be required by your state's law.
10. Additional Funds: This estimates the funds needed to cover your initial expenses for the first 3 months of operation (other than the items identified separately in the table). It includes payroll costs but not any draw, salary, or living expenses for you. However, this is only an estimate, and it is possible that you will need additional working capital during the first 3 months you operate your Center and for a longer time period after that. New businesses often generate a negative cash flow. High cost markets such as Manhattan, NY might be double the amount estimated here. This 3-month period is not intended, and should not be interpreted, to identify a point at which your Center will "break even." We cannot guarantee when or if your Center will break even. Your costs will depend on your management skill, experience, and business acumen; local economic conditions; the prevailing wage rate; competition; and your Center's revenues (STR) during the initial period. We have relied on our many collective years of experience in our industry to compile these estimates. You should review all figures in this Item 7 carefully with a business advisor before you decide to acquire the franchise. Except as provided in Item 10, neither we nor our affiliates offer financing directly or indirectly for any part of the initial investment. The availability and terms of financing depend on the availability of financing

generally, your creditworthiness and collateral, and lending policies of financial institutions. The estimate does not include any finance charge, interest, or debt service obligation.

ITEM 8

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Except as described below, there are no goods, services, supplies, fixtures, equipment, inventory, computer hardware and software, real estate or comparable items related to establishing or operating your Center that you currently must buy or lease from us (or an affiliate), from designated or approved suppliers, or according to our standards and specifications.

Goods, Supplies, Inventory and Services

You must adhere to our System in operating your Center. We reserve the right to approve all supplies not provided by us but which contain or use our Marks. When your Center opens for business, you must stock and display the initial inventory of products, accessories, equipment, supplies, and technology (including hardware, software, and external components) specified in the Manuals. At all times, you must stock and display the specified inventory in quantities needed to meet reasonably anticipated consumer demand. You must participate in and comply with the terms and conditions of the Corporate Retail Solutions (CRS) Program, which may be available online, and any aspect of our E-Commerce Program that we designate as mandatory.

As a The UPS Store franchisee, you obviously will feature, and offer to your customers, various UPS shipping services in operating your Center. UPS will be the preferred carrier of choice for your franchise per the UPS Incentive Program Contract Carrier Agreement (Exhibit K to the Franchise Agreement). When you sign the Franchise Agreement, you also will sign the UPS Incentive Program Contract Carrier Agreement with UPS, which will contain certain shipping, pricing, and procedural requirements for offering and selling UPS shipping services. You must comply with this Contract Carrier Agreement because an uncured or incurable default under, and resulting termination of, the Contract Carrier Agreement likewise will result in the termination of your Franchise Agreement.

Equipment & Fixtures

You must purchase and install, at your expense, all fixtures, furnishings, equipment, decor, and signs we direct. You must purchase and install at your Center only fixtures, furnishings, equipment, decor, signs, or other items that are supplied either directly by us or by our approved vendors. We are an approved supplier of some of these products, and you must purchase these items from us or our approved vendors. Among the most important of our requirements is that you use only our approved vendors for your print services equipment.

Technology Equipment and Software

As more fully described in Item 11, you must install and use exclusively at your Center the computer hardware and software we designate. You also must participate in and be connected to our Virtual Private Network ("VPN"), which is our proprietary online communications system. You also must license from us and install and use our Proprietary Software System.

You must participate in certain programs we designate (for example, our Corporate Retail Solutions Program as set forth in Section 7.5 of the Franchise Agreement and our E-Commerce Program set forth in Section 7.6 of the Franchise Agreement). In order to participate in such programs, you may need to obtain or upgrade certain equipment (such as a specific POS System), software, facilities, policies, procedures, and skills. You must comply with our data security requirements.

Advertising

You may not use any advertising or marketing materials until we have authorized them in writing.

You must comply with the Social Media requirements, as described in our Social Media policy (or otherwise in writing), in connection with technology-based, franchise-related social networking. “Social Media” includes participation in common social network Web sites like Facebook; professional networking sites like Linked In; live-blogging tools like Twitter; file, audio and video-sharing sites; online comment boards and review sites, and other social networking or media sites or tools. We periodically may, in our sole discretion, determine which Social Media activities are approved (or not permitted) for franchise-related social networking. Social Media is an evolving area and we anticipate ongoing changes and updates to the Social Media policy. You also must comply with our email marketing policies.

Records

All bookkeeping and accounting records, financial statements, and reports you submit to us must conform to Generally Accepted Accounting Principles and meet our requirements.

Insurance

You must maintain insurance as required by the Franchise Agreement and the Center Operations Manual. Required insurance includes commercial general liability insurance, “special perils” coverage on your business personal property, including equipment, fixtures and supplies at your Center, employers’ liability and workers’ compensation insurance, commercial hired and non-owned auto liability coverage, and commercial auto liability coverage for vehicles titled in your business name. If you fail to obtain and maintain any required insurance, we may purchase it on your behalf at your expense. The Center Operations Manual specifies: (1) all then-current types of minimum required insurance coverages; (2) all then-current minimum amounts of required insurance coverage; and (3) your need to list us as an additional insured, franchisor grantor, and loss payee.

All insurance must be placed with a reputable insurance company licensed to do business in the state in which the Center is located and having a Financial Size Category equal to or greater than XV and Financial Performance Rating of “A-” or higher as assigned by Alfred M. Best and Company, Inc.

Approval Process

If you desire to purchase or lease any products or services from other than TUPSS-approved suppliers, or if you desire to purchase or lease other than specified products or services from a TUPSS-approved supplier, you must submit to us a written request for approval of the proposed supplier together with such evidence of conformity with specifications we reasonably require. We may require that our representative be permitted to inspect the supplier’s facility and that samples from the supplier be delivered for evaluation and testing, either to us or to an independent testing facility we designate. We may require that you pay a charge not to exceed the reasonable costs of evaluation and testing. (See Item 6) Our criteria for supplier approvals are contained in the Manuals. We will, within 60 days after our receipt of the completed request or completion of the evaluation and testing (if required by us), notify you in writing whether we approve or disapprove the proposed supplier. We will not unreasonably withhold our approval; however, we do reserve the right to limit the number of approved vendors servicing our franchise network. You must not order or sell any products or services of the proposed supplier until you receive our written approval of the proposed supplier.

We may from time to time revoke our approval of particular products or suppliers. Upon receipt of written notice of revocation, you must stop ordering and/or selling any disapproved product and stop

purchasing from any disapproved supplier; you must use products purchased from approved suppliers solely for the purposes of operating your Center and not for any other purpose. You must maintain in sufficient supply (as we may require in the Manuals or otherwise in writing), and use at all times, only such fixtures, furnishings, equipment (including computer hardware, software, copy machines, telephone, and fax machine), signs, products, materials, and supplies conforming to our standards and specifications.

This process that allows us to consider (and possibly approve) your proposed use of alternative suppliers does not apply, and is not available, to suppliers of products and services used in the construction, build-out, remodeling or image/décor of your Center.

You must not purchase products containing our and our affiliates' protected logos or marks unless the supplier has been authorized and licensed to reproduce the logos, names and Marks.

Modifications

Our mandatory specifications, standards and operating procedures are described in the Manuals. We may modify the Manuals at any time. Modifications will become effective upon publication on the The UPS Store Hub or as we otherwise specify in writing.

Categories Of Goods And Services for Which We are The Only Approved Supplier or An Approved Supplier

We are the only approved supplier of fixtures, graphics, mailboxes, computers and peripherals, certain software, window signs, acrylics, technology installations, security gates and storefront signage. We will derive revenue from the sale of these products. There are no purchasing or distribution cooperatives for any of the items described above.

Precise basis by which we will or may derive revenue or other material consideration as a result of required purchases or leases:

During our last fiscal year, we had revenues of \$163,456,492. Of this amount, approximately \$27,773,410, or approximately 17% of our total revenues, consisted of revenues from selling or leasing to franchisees equipment and supplies for their Centers and for the right to use our Proprietary Software and POS System and Back Office Computer(s).

We do not provide any material benefit to you (for example, granting additional franchises) for purchasing particular products or services or using particular suppliers. We do negotiate purchase arrangements with several suppliers (including price terms) for copiers, carpet, corrugate, receipt paper, uniforms, service brochures, window shades, business cards, stationary, software, rubber stamps, shredding services, credit card processing services, loan facilitation services, postage meters/services, floor mats, finishing equipment, printers, fax machines, copy controls, greeting cards, specialty packaging, communication services, security systems, and hiring services. In doing so, we and our affiliates seek to promote the overall interests of the franchise system and our interests as the franchisor.

Although we are the only approved supplier for our Proprietary Software and the POS System and Back Office Computer(s), we will receive revenue from certain approved vendors or suppliers. Of our last fiscal year's \$163,456,492 in revenues, approximately 2.7% consisted of revenues from vendor or supplier administrative fees. These administrative fees are usually calculated based upon a percentage of total franchise purchases, *i.e.*, not flat fees (typically ranging from 0% to 5% of total franchisee purchases).

The estimated proportion of required purchases and leases to all purchases and leases by the franchisee of goods and services in establishing and operating the franchise business:

Your purchase or lease of products and services under our specifications will represent approximately 54% of the total estimated cost to establish and approximately 95% of the total estimated cost to operate the franchised business.

All of our officers identified in Item 2 own shares of UPS stock. UPS is a supplier of shipping services to you.

During its last fiscal year (2014), UPS earned \$529,800,920 in gross revenues from selling UPS shipping services to our U.S. network of franchises. During their last fiscal year (2014), our affiliates named as follows earned the following amounts in gross revenues from selling services (as specified) to our U.S. network of franchises: (1) iShip, Inc. (iShip software and service): \$8,383,823; (2) UPS Capital Corp. (customized declared value coverage): \$14,238,722; and (3) UPS Freight (freight shipping): \$3,992,305.

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 | 3 of Franchise Agreement; Exhibit I to Franchise Agreement titled "Addendum to Lease"; 2.2 of Option Agreement | 7, 11 and 12 |
| b. Pre-opening purchases/leases | 3.2 and 7.1 of Franchise Agreement; Contract Carrier Agreement; and 2.2 of Option Agreement | 5, 7, 8 and 11 |
| c. Site development and other pre-opening requirements | 3 of Franchise Agreement; Option Agreement | 5, 6, 7 and 11 |
| d. Initial and ongoing training | 4.1 and 4.2 of Franchise Agreement | 6, 7 and 11 |
| e. Opening | 3.5 of Franchise Agreement | 11 |
| f. Fees | 5 of Franchise Agreement; 1.1(a) of Option Agreement; 6 and 7 of Contract Carrier Agreement | 5, 6 and 7 |
| g. Compliance with standards and policies/operating manual; | 7.1, 7.2 and 7.5 of Franchise Agreement; 8, 9, 10, and 11 of Contract Carrier Agreement | 8 and 11 |
| h. Trademarks and proprietary information | 6 and 7.2 of Franchise Agreement; 15 of Contract Carrier Agreement | 13 and 14 |

| Obligation | Section in agreement | Disclosure document Item |
|--|--|--------------------------|
| i. Restrictions on products/ services offered | 7.1 and 7.5 of Franchise Agreement; 9 of Contract Carrier Agreement | 8 and 16 |
| j. Warranty and customer service requirements | 7.1 of Franchise Agreement; 8 and 16 of Contract Carrier Agreement | 11 |
| k. Territorial development and sales quotas | Not Applicable | Not Applicable |
| l. Ongoing product/service purchases | 7.1 of Franchise Agreement; Contract Carrier Agreement | 8 |
| m. Maintenance, appearance and remodeling requirements | 2.3 and 3.6 of Franchise Agreement | 11 and 17 |
| n. Insurance | 15 of Franchise Agreement; Contract Carrier Agreement | 6, 7 and 8 |
| o. Advertising | 8 of Franchise Agreement; 15 of the Contract Carrier Agreement | 6, 8 and 11 |
| p. Indemnification | 7.5(f) and 17 of Franchise Agreement; 16 of Contract Carrier Agreement | 6 |
| q. Owner's participation/ management/staffing | 7.3 and 10.1 of Franchise Agreement | 11 and 15 |
| r. Records and reports | 9.1 of Franchise Agreement; Contract Carrier Agreement | 6 |
| s. Inspections and audits | 9.2 and 9.3 of Franchise Agreement; 17 of Contract Carrier Agreement | 6 and 11 |
| t. Transfer | 11 of Franchise Agreement; 18 and 21 of Contract Carrier Agreement | 17 |
| u. Renewal | 2.2 and 2.3 of Franchise Agreement | 17 |
| v. Post-termination obligations | 14 of Franchise Agreement | 17 |
| w. Non-competition covenants | Exhibit D to Franchise Agreement titled "Non-Competition and Non-Solicitation Agreement" | 17 (q) and (r) |
| x. Dispute resolution | 20 of Franchise Agreement; 4.4 and 4.5 of Option Agreement. | 17 |
| y. Corporate Retail Solutions Program | 7.5 of Franchise Agreement | 11 and 16 |
| z. Data Security Requirements | 7.1.g and 7.1.l of Franchise Agreement | 11 |

ITEM 10 FINANCING

Except as provided below, we do not offer direct or indirect financing and do not guarantee your note, lease, or obligation. We cannot determine whether you will be able to obtain third-party financing for all or any part of your investment nor predict the financing terms if you in fact are able to obtain financing. Currently, we do not receive direct or indirect payment from any person or entity in exchange for his, her, or its obtaining or placing financing for you.

TUPSS occasionally provides financing for qualifying prospective franchisees or prospective Multiple Center Owners under our guidelines, including our Premier Ownership Program. We reserve the right to add, change or delete any financing programs at any time. (Our Premier Ownership Program is an incentive program designed to reward franchisees who operate role-model Centers and will, in our judgment, enhance the overall value of the The UPS Store network. The Premier Ownership Program is open to individuals who own, directly or indirectly, a majority equity interest or an equally shared majority equity interest in the franchise rights of 2 or more Centers, each of which meets and maintains the Premier Ownership Program's operational standards and excellence requirements. These requirements cover, among other things, vendor compliance, hours of operation, uniform and financial compliance, financial planner submission, image compliance, and participation in all required profit center categories.)

We may offer you financing for your initial equipment for up to \$50,000 of the initial costs of equipment and fixtures financed through an equipment lease with us. A copy of our present standard form of equipment lease is attached to our Franchise Agreement as Exhibit G. Our standard form lease provides for a term of up to 5 years with payments due monthly, plus a nominal lease-processing fee. Our lease financing provides the following parameters. If the Prime Rate (as that term is defined below) quoted on the business day before the lease's effective date is lower than 5%, then our lease financing rate will be 9% (a "floor rate" of 5% plus 4% over such "floor rate"). If the Prime Rate is 5% or greater, then our lease financing rate will be such Prime Rate plus 4%. If you default, we may repossess the leased items and terminate the equipment lease agreement. We require a security interest in your Center's assets and any leased equipment. From time to time, in our sole discretion, we may require additional collateral in order to facilitate approval and mitigate the risk in a transaction. Franchisees satisfying our Premier Ownership Program eligibility requirements benefit from a reduced lease rate (Prime Rate or 5% floor rate, whichever is higher, plus 2%, plus waiver of the lease fee).

In our discretion, we may offer Multiple Center Owners loans in amounts up to 100% of the cost to purchase additional existing Centers (up to \$150,000), or up to 100% of the cost to build out additional Centers (up to \$150,000) (franchise fee and working capital cannot be financed), bearing interest as follows. If the Prime Rate is lower than 5%, then our Multiple Center Owner financing rate will be 7% (a "floor rate" of 5% plus 2% over such "floor rate"). If the Prime Rate is 5% or greater, then our Multiple Center Owner financing rate will be such "Prime Rate" plus 2%. Rate adjusts annually January 10th each calendar year based on the Prime Rate quoted on the first business day of each calendar year. Maximum annual change of interest rate is plus or minus 1%, with a maximum life of loan change in interest rate of plus or minus 5%. The floor or lowest Prime Rate allowed is 5%. All Centers owned by the franchisee would be collateral for the loan. The loan is fully amortized over 8 years. Franchisees satisfying our Premier Ownership Program eligibility requirements benefit from a reduced interest rate (Prime Rate, subject to a 5% minimum) plus 0% or 1% depending on how many Centers the franchisee then owns. Also, the franchisee has 2 repayment options: Interest-only for the first 12 months and then an 84-month amortization period or a 96-month amortization period. We would waive the 1% loan fee, though the franchisee is responsible for the cost of all UCC related fees and all applicable taxes. All Centers owned by the franchisee would be collateral for the loan.

In our discretion, we may offer TUPSS 2000 remodel loans, under which we will loan up to \$75,000 to qualifying franchisees to remodel their Centers, bearing interest as follows. If the Prime Rate is lower than 5%, then our TUPSS 2000 remodel financing rate will be 6% (a “floor rate” of 5% plus 1% over such “floor rate”). If the Prime Rate is 5% or greater, then our TUPSS 2000 remodel financing rate will be the Prime Rate plus 1%. The term of these loans is up to 66 months. Rate adjusts annually January 10th each calendar year based on the Prime Rate quoted on the first business day of each calendar year. Maximum annual change of interest rate is plus or minus 1%, with a maximum life of loan change in interest rate of plus or minus 5%. The floor or lowest Prime Rate allowed is 5%. All Centers owned by the franchisee would be collateral for the loan.

For all of these financing programs, if you qualify, you must sign our then-current forms of Secured Promissory Note, Security Agreement, and General Release. Our current forms of Secured Promissory Note and General Release in Connection with Financing are attached to this disclosure document in Exhibit 11. Our current form of Security Agreement is attached to the Franchise Agreement as Exhibit F. The franchisee (and all Owners if the franchisee is an entity) must personally guarantee the debt. The debt will also be secured by the assets of all Centers currently owned, as well as the assets of any Centers subsequently acquired, by the franchisee borrower. The debt can be prepaid at any time with no prepayment penalty. As specified in the Secured Promissory Note, you have potential liability upon default, including the acceleration of all sums due, and responsibility for our attorneys’ fees, late fees, court costs, and other reasonable collection costs.

Events of default under the Security Agreement include failure to pay any monies due under the Franchise Agreement, any promissory note, or the equipment lease; breach of any other contractual obligation; false or misleading representations under the Security Agreement; loss or destruction of the collateral; liens on the collateral; bankruptcy or insolvency; and declines in the collateral's value. If you default under the Security Agreement, we have all rights available under the Uniform Commercial Code and also may accelerate the maturity of any notes payable to us, take possession of the collateral, sell the collateral, and take over the franchised business.

We do not have any past or present practice or intent to transfer, assign, discount, or sell to a third party, in whole or in part, any note, contract, or other instrument signed by any franchisee, but we reserve the right to do so in the future. There are no waivers of defenses by you in the Franchise Agreement, Equipment Lease, or Security Agreement. However, under the Promissory Note you waive demand, presentment for payment, notice of nonpayment, notice of protest, and the right to assert any setoffs or counterclaims. The term “Prime Rate” means the prime rate as published from time to time in the Money Rates section of The Wall Street Journal or, if such rate is no longer published in The Wall Street Journal, a comparable index or reference rate selected by us in our sole discretion. The Prime Rate may not necessarily be our lowest or best rate.

ITEM 11

FRANCHISOR’S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND TRAINING

Except as listed below, we are not required to provide you with any assistance. We may delegate some of the following obligations to any one or more of our Area Franchisees (though, as explained in Item 1, you may or may not have the services of an Area Franchisee) or to approved vendors.

Pre-Opening Obligations. We have the following obligations to you before you open your Center for business:

1. (Not applicable to renewing franchises or purchasers of existing franchised Centers.) After we receive your completed site review package, proposing a particular site for your Center, we will review such completed package and either accept or reject the proposed site, typically within 14

days. You are solely responsible for selecting your Center's site. Our acceptance is not a guarantee or other assurance that the site will necessarily be successful. The factors we consider in accepting locations include visibility and accessibility, traffic patterns, parking, size, physical characteristics of existing buildings and lease terms. It is your responsibility to secure a site accepted by us under a lease or real estate purchase contract. We do not lease Center sites to franchisees. Your lease (or real estate purchase contract) must state, among other things, that its terms are subject to our acceptance. We will perform all of our other obligations set forth in the Franchise Agreement and, if applicable, Center Option Agreement. Such option-related obligations are, in summary: (1) grant of option upon execution of Option Agreement and payment of Option Fee; (2) review (and acceptance or rejection) of your proposed real estate contract (typically a lease) for your proposed Center(s) called for under your Option Agreement; (3) review of other information regarding proposed site; (4) review of your financial and operational qualifications; (5) counter-execution of your Franchise Agreement(s) and related documents if and when you have satisfied pre-requisite criteria; and (6) we will attempt to first resolve any dispute arising under the Option Agreement through non-binding mediation. The Option Agreement provides that if you do not submit to us a site that satisfies (in our sole judgment) our site criteria by the deadlines set forth in the Option Schedule, then the Option Agreement is subject to termination and we will keep your entire Option Fee. (Franchise Agreement, Section 3.1, 3.2; Option Agreement, Sections 1.1, 2.2, 3.4, 3.5 and 7.2)

2. (Not applicable to renewing franchises or purchasers of existing franchised Centers.) After we receive the completed pre-construction forms and as-built drawings for your Center location, we will provide you with a Center design. (Franchise Agreement, Section 3.3)
3. Your Area Franchisee (if you have one) or one of our employees or approved vendors will coordinate your Center's construction. This person is the Center Development Coordinator. You must use a licensed and bonded general contractor provided by your Center Development Coordinator for the actual build-out of your Center. Completed construction must satisfy our specifications and comply with all applicable laws, including local building codes. (Franchise Agreement, Section 3.4)
4. We will give you electronic access to our confidential Manuals (including all revisions), which are available on the The UPS Store Hub, to use during the franchise term. The Manuals contain our standard operational procedures, policies, rules and regulations with which you must comply. (Franchise Agreement, Section 7.2) The Table of Contents of our Operations Manual (as of the end of our most recent fiscal year) is listed below.
5. We will license you our Proprietary Software. See discussion below under "Computer Systems" heading. (Franchise Agreement, Section 7.1 (f); Software License Agreement)
6. Shortly after you send us certain required initial marketing information, we will develop a plan to use your Initial Marketing Plan fee.
7. We will provide our Pre-Opening New Franchisee Training Program:

We offer you a multi-phased New Franchisee Training Program that focuses on developing the business management, technical, conceptual and diagnostic skills necessary to grow your franchised business. Following an introductory Web-based training ("WBT"), there are 2 basic parts to our New Franchisee Training Program: (1) the In Store Experience ("ISE") Parts I and II, each of which is 5 days; and (2) the University Business Course ("UBC"), which is 9 days in San Diego at our The UPS Store University. Our Vice President of Learning and People Services, Kevin Foley, supervises our New Franchisee Training Program and all of our other training programs for franchisees and Center employees.

See Item 15 of this disclosure document for a description of who must complete our pre-opening New Franchisee Training Program. In summary, with one exception, each Center's day-to-day operations must be overseen and supervised by a "Primary Operator" who first must have successfully completed our New Franchisee Training Program. This Primary Operator may be you or your supervisory employee who does not own any of your Center's franchise rights. The single exception is that if you are an "Active MCO," as defined in the Franchise Agreement, your newest Center's day-to-day operations may be overseen and supervised by a full-time, on-premises employee who is a "Certified Operator;" *i.e.*, has successfully completed our Certified Operator Training ("COT") program.

English Proficiency: To be eligible for ownership of a franchised Center, the controlling owner of the Center's franchise rights must demonstrate to our satisfaction that he/she can proficiently read, write and converse in the English language. We may require an English proficiency test, administered by either us or a testing firm we retain. This English proficiency requirement applies (a) even if the controlling owner of the Center's franchise rights is not the Center's Primary Operator and (b) also to the Center's Primary Operator or (if applicable) the Center's Certified Operator.

We provide a comprehensive set of instructional materials and methods for use in our New Franchisee Training Program.

The following list is an overview of our New Franchisee Training Program curriculum. This program is facilitated approximately 12 times per year. Web-based training modules (completed before in-store training) and in-store training are scheduled to precede and follow the University class training. The second week of the In Store Experience, ISE II, can be completed no earlier than 4 weeks before the Center's projected opening date.

TRAINING PROGRAM

| Column 1 Subject | Column 2 Classroom Training Hours | Column 3 In-Center On-The-Job Training Hours | Column 4 Off-site computer Training Hours (1) | Column 5 Location ¹ |
|---|--|--|---|---------------------------------------|
| Financial Management | 10 | 2 | 5 | Computer, In-Center & University |
| Sales & Customer Service | 12 | 15 | 5 | Computer, In-Center & University |
| POS System | 7 | 15 | 2 | Computer, In-Center & University |
| Marketing, Merchandising & Public Relations | 8 | 7 | 3 | Computer, In-Center & University |
| Mailbox Manager | 2 | 3.5 | 2 | Computer, In-Center & University |

| Column 1 Subject | Column 2 Classroom Training Hours | Column 3 In-Center On-The-Job Training Hours | Column 4 Off-site computer Training Hours (1) | Column 5 Location ¹ |
|---|--|--|---|---------------------------------------|
| USPS & Mailbox Services | 1.5 | 6 | 3 | Computer, In-Center & University |
| UPS Shipping Services | 3 | 12 | 5 | Computer, In-Center & University |
| Packaging | 1.5 | 5.5 | 2 | Computer, In-Center & University |
| Print Services | 22 | 10 | 3 | Computer, In-Center & University |
| CRS | 2 | 1 | 2 | Computer, In-Center & University |
| HR- Employment Process, Recruitment, & Managing Performance | 8 | 1 | 3 | Computer, In-Center & University |
| Freight Services | 1 | 4 | 2 | Computer, In-Center & University |
| Other | 5 | 10 | 3 | Computer, University & In-Center |
| Total Hours | 83 | 92 | 40 | 215 |

Footnote #1: References above to “University” mean The UPS Store University located at our Headquarters in San Diego, CA. References to “In-Center” mean the training Center that is generally located nearest to you that we select based on availability, scheduling and other relevant factors. References to “Off-site” mean anywhere you have an online connection.

Post-Opening Obligations. We have the following obligations to you during your Center’s operation:

1. We will make available to you for a license fee, and subject to other terms and conditions described in the Manuals and Software License Agreement, computer systems and software and periodic upgrades. These include systems for accounting, administration, financial reporting and manifesting. These software systems and their terms of use are set forth in the Manuals and Software License Agreement. (Franchise Agreement, Section 4.2; Software License Agreement, Exhibit E) You must comply with our data security requirements.
2. If you request, we will provide reasonable continuing consultation and advice regarding your Center’s operation by telephone, fax, The UPS Store Hub, or other electronic means. In our sole

discretion, we may send a representative to your Center to discuss your Center's operation with you. (Franchise Agreement, Section 4.2)

3. In our discretion, we will present periodic supplemental or additional training programs and refresher courses for all franchisees and their supervisory employees (mandatory or optional, in our discretion). You must pay all travel and living expenses and compensation for you and your supervisory employees to attend training programs, though we may also make available distance learning over the Internet. You must pay our then-current reasonable charges as set forth in the Manuals. (Franchise Agreement, Section 4.1(e)).
4. We will develop and provide you with advertising and promotional materials for local and regional marketing, for publication or reproduction and distribution at your expense. We reserve the right to be reimbursed for our costs of producing such materials. (Franchise Agreement, Section 4.2)

Post-Opening Training

We may, from time to time, offer additional learning programs for ongoing education. We reserve the right, in our sole and absolute discretion, to require additional (*i.e.*, post-opening) training for you (the franchisee) and/or your supervisory employees working in your Center(s).

As noted in Item 5 of this disclosure document, all first-time Multiple Center Owners ("MCOs") (including, "Active" MCOs) must attend and successfully complete our "Multiple Center Owner Workshop" (MCOW), no later than 6 months after you sign your Franchise Agreement. This currently is a 4-day program held at our Headquarters in San Diego, CA. You must complete MCOW: (1) even if you (or your Primary Operator) previously successfully completed the New Franchisee Training Program; and (2) even if you are not, or do not intend to be, an "Active" MCO (*i.e.*, you have, or will have, a Primary Operator for each of your Centers).

We will make various learning materials and programs available to you for use in training employees working in your Center. We strongly encourage you to utilize these programs and in some cases may require their use. We will offer a variety of continuing education programs, including online learning programs via the Learning Center, Internet, regional training workshops and networking meetings. We encourage you to attend all of these programs and in some cases may require your attendance.

While not obligated to do so, we ordinarily conduct meetings and/or seminars to provide additional guidance to our franchisees in marketing, advertising, equipment, technology and business management. We are responsible for our own costs incurred in setting up these meetings and/or seminars. You are responsible for all of your costs associated with transportation, food and lodging. Although not obligated to do so, we also customarily hold a franchisee convention no less frequently than every 24 months. Attendance at the franchisee convention is strongly encouraged. You must attend, at your expense, all networking meetings held by our Area Franchisees (if one exists for your Center) or us in the areas where you have Centers. So, for example, if you have Centers in more than one area, you must attend the networking meetings held in each area.

Advertising

National Advertising Fund

You must contribute to the National Advertising Fund ("NAF") for all The UPS Store Centers (see Item 6). We have decision-making control of all NAF activities and (except as provided below) expenditures for as long as the NAF remains in existence, including the creation and production of all advertising and marketing concepts and materials and their geographic, market, and media placement and allocation.

We have established the Marketing Advisory Council (“MAC”), comprised of members representing area franchisees, franchisees, and us, with a chair elected by the members. Subject to our candidate eligibility criteria and other MAC policies and rules that we may periodically update, franchisees and area franchisees elect their own representatives to participate in the MAC. The MAC is governed by bylaws that may be amended periodically as provided in the MAC’s charter. The MAC serves only in an advisory capacity concerning the NAF’s administration and operation, except that the MAC has the right to determine whether the NAF should pay for the media plans proposed, created, and to be implemented by us. Your Operations Manual contains additional information regarding the NAF and MAC. We have the power to change or dissolve the MAC as provided in its charter.

All franchisees operating The UPS Store Centers contribute to the NAF at the same rate. Any and all The UPS Store Centers that we currently own, or may own in the future, must contribute to the NAF on the same basis. The NAF may be audited at our discretion; otherwise, its statements are unaudited. The NAF’s financial statements are available for review upon written request. We do not receive any payment for providing goods or services to the NAF. If total NAF contributions exceed the expenditures by NAF in any fiscal year, the excess will be retained in the NAF for future advertising expenditures. No portion of the NAF is used for advertising that is principally a solicitation for the sale of franchises.

The media used for advertising products or services offered by Centers may include Internet, television, radio, print, direct mail, and sales collateral material. Coverage is local, regional and national. The source of the advertising includes our in-house Marketing/Advertising department, a national advertising agency, and, optionally, regional advertising agencies. Our national advertising agency advises us on strategy direction for advertisements. (Franchise Agreement, Section 8) NAF monies need not be spent in any manner that is proportionate or equivalent to NAF contributions from particular The UPS Store Centers or in any geographic area. We have no obligation to spend any NAF funds in your market. If we terminate the NAF, unspent monies will be distributed to The UPS Store franchisees in proportion to their respective NAF contributions during the preceding 12-month period.

NAF contributions were used as follows in 2014: 65% for media placement, 12% for production, 8% for administrative expenses, and 15% for other (including co-op advertising).

The UPS Store Marketing Fee (“Marketing Fee”)

We collect a Marketing Fee of 1% of “Subject To Royalty” or “STR” (as discussed in Item 6), which we use for public relations and other marketing activities, including research and development, testing, and pilot programs to promote the sale of existing or new products and services which could potentially produce revenues for Centers; for promotional programs to assist specific franchises; for promoting the sale of new franchises; for marketing research; and for similar matters. We have complete discretion as to the use and allocation of these funds, which may be used to pay direct program costs and/or overhead expenses related to the activities above. Any and all The UPS Store Centers that we currently own, or may own in the future, must contribute a Marketing Fee on the same basis. However, any The UPS Store Centers operated by UPS or its subsidiaries (other than us) need not contribute a Marketing Fee on the same basis.

Advertising Co-Ops

1. The standard for establishing market-wide co-ops is the television Designated Market Area (DMA) as measured by ACNielsen Corporation, an independent media research and measurement company. DMAs are ACNielsen’s geographical assignment of exclusive TV markets defined by counties.

The DMA co-op uses funds raised by monthly dues paid by its members and provides meaningful input and recommendations to the national advertising agency and us for the purpose of collective regional

advertising, public relations and marketing programs promoting The UPS Store brand and its products and services. The use of funds by DMA co-ops will vary from co-op to co-op.

Monthly dues are determined by a majority vote of the DMA co-op membership, but we reserve the right to modify co-op dues as set forth in the Co-op Bylaws. Co-op monthly dues must be sent directly to us via electronic funds transfer by the date specified (see Item 6). Franchisees in a DMA co-op contribute at the same rate. Any The UPS Store Centers we operate in a DMA co-op area would contribute to the co-op on the same basis as franchisees. You may review unaudited statements and records regarding the DMA co-op's activities.

When signing the Franchise Agreement, The UPS Store franchisee automatically becomes an active member of the co-op assigned to the local DMA. Participation in the DMA co-op is required as specified in The UPS Store Advertising Co-op Guidebook, which includes Co-op Bylaws; Media Guidelines; sample forms/reports; operational procedures and other materials relating to the DMA co-op's administration and operation. We can control the DMA co-op's operation and periodically modify the Co-op Guidebook as we deem best. You must comply with Co-op Guidebook changes.

We can have the DMA co-op changed, dissolved or merged with another The UPS Store advertising co-op whenever we think best. We reserve the right to determine and control the DMA co-op's advertising materials, activities, selection of advertising agency and expenditures.

The NAF and the Marketing Fee are utilized to produce creative, purchase nation-wide advertising and develop Local Store Marketing tools and resources. The DMA co-ops are required to use marketing materials, including creative, we designate.

2. Starting in 2011, we provided co-ops made up of 10 or fewer Centers with the opportunity to be designated a "self-managed" DMA co-op. A majority vote by the DMA co-op members is required to implement the change. The sole difference between a standard DMA co-op and a "self-managed" DMA co-op is as follows: The members of a "self-managed" DMA co-op provide input and recommendations to us (and not to the national advertising agency) for the purpose of only regional and/or local (not collective) advertising, public relations and marketing programs promoting The UPS Store brand and its products and services; and we may implement an alternative (or optional) method for receipt of funds for marketing purposes. We reserve the right to terminate a DMA co-op's "self-managed" designation upon 60 days' written notice. The Co-op Guidebook has been updated to reflect this change.

Center Web Sites

In order to promote and maintain a consistent brand image and message, we provide each Center with a standard, single page Web site for the purpose of advertising its location, contact information, operating hours, and products and services. Franchisees who are interested in developing a more robust, customized Web site may do so only through the TUPSS-approved vendor for customized Web sites. Franchisees may not develop their own Web sites relating to their respective franchises or product and service offerings.

Franchisees may not register their own domain names relating to their respective franchises, especially domain names using a trademark or trade name of UPS or us, including, without limitation, such names as United Parcel Service, UPS®, The UPS Store®, UPS Store, Mail Boxes Etc.®, Mail Boxes, or any words or letters that are confusingly similar, including "TUPSS."

While Center Web pages are our property, franchisees may customize these Web pages and sites to reflect the products and services offered at their respective Centers. However, all such customizations must

conform to our Web site guidelines, the policies we impose in Franchise Agreements, the Center Operations Manual, and other documents or releases.

Length of Time to Open Franchised Business

We estimate that the typical length of time between signing the Franchise Agreement and opening the franchised business will be 60 to 120 days (immediately if you are renewing or signing the Franchise Agreement in connection with a transfer). Factors which may affect this time period include Center design approvals and the ability to procure and install equipment and computers, make acceptable financing arrangements, obtain any required approvals and zoning and building permits, and resolve other factors bearing on construction.

Computer Hardware

See Item 7, Footnote 5 for a detailed description of the computer hardware you must purchase. As noted in Item 7, the cost of purchasing the required POS System is approximately \$3,332 to \$3,914. The purchase of these systems includes a standard 3-year uplift warranty on peripherals. The cost of purchasing a required Back Office computer is approximately \$900 to \$1,200. The cost of purchasing a required Print Production Computer is approximately \$1,161.

Scales

Two (2) Mettler Toledo 150 lb. Electronic scales (Model PS6L) or equivalent
Postage Meter as applicable and Mettler Toledo scale must measure to the tenth of an ounce

VPN Related Hardware

2 TUPSS-approved 8-Port Ethernet Switches
If for “Broadband”: Netscreen VPN Device

Verifone MX 915 PIN Pad for each POS System (purchased from us)

Depending upon your communications service provider and our VPN specifications, which may be updated from time to time, additional VPN-related equipment may be necessary.

Hardware Maintenance

As of April 30, 2015, the vendor from whom we purchase computers for configuration and resale to franchisees provides a standard 3-year warranty with the peripheral and non-peripheral computer hardware. In the future, we may purchase computer equipment from vendors that do not offer such standard 3-year warranty but can be purchased for an additional fee. Pricing and specifications are subject to change due to technological and program changes.

In the long-term best interests of our System as a whole, we may revise our technology-related specifications from time to time. Consequently, you may be required to upgrade or update your computer system and data security policies and procedures. There is no contractual limitation on the frequency and cost of this obligation, though our industry reflects an update or upgrade for data security requirements every year and all other areas every 2 to 3 years. As described in Item 8 and in this Item 11, we will make available to you a computer software system. The hardware component of the system is described above. You have a contractual obligation to purchase and install ongoing upgrades to this system and to comply with all data security requirements we establish from time to time. There is no limitation on the frequency or cost of this obligation.

For a fee, you must also license from us our proprietary software package, costing (including related fees) as follows:

| | |
|---|------------|
| One-Time Per-Franchise Proprietary Software License Fee | \$4,750.00 |
| Annual Technology Development and Support Fee | \$1,150.00 |

This Annual Technology Development and Support Fee must be paid each year, including upon the commencement of your Franchise Agreement. This fee is subject to reasonable increases from time to time.

Computer Software

Our proprietary software that must be purchased upon the build-out of your Center, included in the \$4,750 fee, is: (1) Counter Manifest System (our affiliate iShip, Inc. is the licensor) (processes packages for shipping); (2) Mailbox Manager (tracks mailbox services); (3) Point of Sale System (POS) (processes daily customer transactions); (4) CMS Services (customized integration between the Counter Manifest System and POS System); (5) Z Services (customized integration between POS System and QuickBooks Pro); and (6) Corporate Retail Solutions Management System (“CAMS”) (tracks Corporate Retail Solution transactions). There is also a separate POS software license fee of \$500.

Commercially available software currently required for use in our systems, not included in the \$4,750 fee, includes (1) QuickBooks Pro® (from us or local vendor); (2) Microsoft® Office Professional (from us or local vendor); and (3) Adobe® Creative Cloud or Adobe® Creative Suite® (only from local vendor).

We use a secure protocol to independently access your POS software and retrieve data in order to develop our databases, which will be used to further develop our products, services, marketing campaigns, etc. We reserve the right to use our secure protocol to automate royalty and other fee payment and reporting. There are no contractual limitations on our right to access this information. We may, as often as we deem appropriate (including on a daily, continuous basis), independently, remotely access the POS System and any and all other computer and technology systems you use to retrieve all other information regarding the Center's operation (excluding employee- and employment-related information).

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We make the provision of the *Center Operations Manual* available to our franchisees on the Internet by means of a password. This material and any copies are our property and licensed to you. The number of pages per section of the Table of Contents may change due to periodic updates of the *Center Operations Manual*.

ITEM 12 TERRITORY

You will be permitted to operate your Center at a specific location acceptable to us. Although we must accept your proposed site, the ultimate decision and final responsibility on whether to accept your Center's site and premises lease are yours. Our acceptance will be based upon various factors, including visibility and accessibility, traffic patterns, parking, size, physical characteristics of existing buildings and lease terms. You may not relocate the Center without our prior written consent, which we may grant or withhold as we deem best based on the particular circumstances and what is in the Center's and our system's best interests. Factors include, for example, the proposed market area, its proximity to other Centers, whether you are complying with your Franchise Agreement, whether you properly de-identify the old Center, and how long it will take you to open the new Center.

Your Franchise Agreement will have an attached map and written description that will describe a geographic area surrounding your Center (your “Territory”). There is no minimum territory size we grant you. Your Territory size depends on market factors in the area. We will establish your Territory’s boundaries before you sign your Franchise Agreement. Boundary lines extend only to the middle of the boundary line of demarcation, *e.g.*, to the middle of a street or highway, and another Center may be located on the boundary line but outside your Territory. We may modify your Territory in our sole and absolute discretion when the agreement is transferred or renewed or if you relocate the Center during the franchise term. There are no restrictions on your soliciting or accepting orders from consumers outside your Territory. You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control. This is the case, in part, because we have the right to establish Non-Traditional sites in your Territory (see discussion below).

During your Franchise Agreement term:

- a. Except as set forth below (and more specifically in Section 1.2 of the Franchise Agreement), neither TUPSS or its Affiliates will own or operate a Center (as defined in the Franchise Agreement) nor license or franchise others to do so at any site located within your franchise Territory (as defined in the Franchise Agreement).
- b. Subject to “Franchisee’s Right of First Refusal for Non-Traditional Site Development,” we or our Affiliates may own or operate, or license or franchise others to own or operate, Centers at “Non-Traditional” sites (as defined in the Franchise Agreement) anywhere within your franchise Territory and regardless of the proximity to your Center (subject to limitations set forth in Section 1.3 of the Franchise Agreement). (For details regarding your “Right of First Refusal for Non-Traditional Site Development,” see Section 1.3 of the Franchise Agreement. For information about our franchise offering for Centers to be located at Non-Traditional sites, see our Non-Traditional FDD).
- c. We reserve for ourselves (and for our Designees) the exclusive, unrestricted right to produce, franchise, license, sell, distribute and market any products or services (under any brands, including our trademarks) from any Retail Outlets (including Traditional Centers or Non-Traditional sites) the physical premises of which are located outside your franchise Territory, regardless of (i) the Retail Outlet proximity to your Center, or (ii) whether or not such products or services are purchased by customers whose residences or places of business are located within your Territory.
- d. We expressly reserve (for ourselves and our Designees) the exclusive, unrestricted right to sell, distribute and market any products or services (under any brands, including our trademarks) to customers (wherever located) through all Retail Outlets and other distribution channels physically located or otherwise operating within or outside the Territory (but not through Traditional Centers the physical premises of which are located within the Territory). For example, we (and our Designees) may utilize the following alternative channels or methods of distribution under this provision: the Internet and other electronic communications methods, mail order catalogs, direct mail advertising, and telemarketing. In addition, United Parcel Service, Inc. (“UPS”) and its operating subsidiaries (but not including us) have the right to sell UPS products and services through customer counters, air service counters, drop boxes, and independently-owned businesses (Commercial Mail Receiving Agency (“CMRA”) and non-CMRA) that also function as authorized shipping outlets but do not operate under the System, whether such alternative channels or methods of distribution are physically located or otherwise operating within or outside the Territory.

- e. TUPSS and its Affiliates may, without any restrictions whatsoever, engage in any other activities they desire within or outside your franchise Territory that are not specifically prohibited above or elsewhere in your Franchise Agreement, including the activities described in Sections 1.2 (c) and (d) of your Franchise Agreement.

We need not compensate you if we engage in any of the activities described above. Continuation of your territorial rights described above does not depend on your achieving a certain sales volume, market penetration, or other contingency. We have the right to modify your Territory's boundaries upon a transfer or renewal of your Franchise Agreement or if you relocate the Center during the franchise term. Except as described above, you have no options, rights of first refusal, or similar rights to acquire additional franchises. We may allow you, in our sole and absolute discretion, to operate a permanent or temporary kiosk location at any location so long as it is not within another franchisee's territory. STR from such kiosk locations is subject to the same fees as your Center and transactions from such locations must be reported through your Center.

Except for renewal franchises and purchasers of existing franchised Centers, you are (subject to our prior written approval) permitted to enter into a "Center Option Agreement" (see Exhibit 2) with us. In exchange for an option fee, you (the option holder) receive a protected option territory. Not all option holders become franchisees. This Center Option Agreement does not grant you any protected territory to operate a Center. If you (as option holder) did effectively exercise your option, you would sign a Franchise Agreement with a defined franchise "Territory" (see above). Your Franchise Agreement's territory would not necessarily match your option territory. In fact, it is likely that your franchise territory would be significantly smaller than your option territory.

ITEM 13 TRADEMARKS

The following "UPS" Marks are the primary Marks that you will use in operating your Center. All of them are registered on the Principal Register of the United States Patent and Trademark Office (USPTO).

| REGISTRATION NUMBER | DESCRIPTION OF MARK | REGISTRATION DATE | CLASS |
|------------------------|--|----------------------|-----------------------------|
| 2,884,954 | THE UPS STORE | September 14, 2004 | 9, 35, 38, 39 |
| 2,978,624 | UPS & Stylized Shield Device (b/w) | July 26, 2005 | 36 |
| 2,978,625 | UPS & Stylized Shield Device (color) | July 26, 2005 | 36 |
| 2,867,999 | UPS & Stylized Shield Device (b/w) | July 27, 2004 | 39 |
| 2,868,000 | UPS & Stylized Shield Device (color) | July 27, 2004 | 39 |
| 2,973,108 | UPS & Stylized Shield Device (b/w) | July 19, 2005 | 9, 16, 25, 35, 38, 42 |

| REGISTRATION NUMBER | DESCRIPTION OF MARK | REGISTRATION DATE | CLASS |
|------------------------|---|----------------------|-----------------------------|
| 2,981,794 | UPS & Stylized Shield Device (color) | August 2, 2005 | 9, 16, 25, 35, 38, 42 |
| 2,973,599 | UPS & Stylized Shield Device (color) | July 19, 2005 | 35, 36, 41 |
| 2,965,392 | UPS & Stylized Shield Device (b/w) | July 5, 2005 | 35, 36, 41 |
| 3,160,056 | UPS & Stylized Shield Device (b/w) | October 17, 2006 | 24, 28 |
| 3,802,762 | Pack & Ship Promise | June 15, 2010 | 39 |
| 3,931,594 | The UPS Store Certified Packing Experts | March 15, 2011 | 39 |

Our affiliate has filed or will file all required affidavits for these marks. It has renewed the marks that have come up for renewal and intends to renew other marks that are important for Centers as they come up for renewal.

Determinations: 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 proceedings or material litigation, involving the principal marks. We do not actually know of either superior prior rights or infringing uses that could materially affect your use of the Marks in any state.

Agreements: UPS Market Driver, Inc., one of our affiliates, has licensed the Marks to us for our franchise program. If we breach the license agreement and fail to cure the breach within 120 days after UPS Market Driver notifies us of the breach, UPS Market Driver may terminate the license agreement. We must pay royalties to UPS Market Driver, maintain the nature and quality of the Marks to the standards and specifications set by UPS Market Driver, protect the Marks, maintain sales records, maintain liability insurance, and not assign our license rights. UPS Market Driver has derived the right to use and sublicense the Marks from UPS of America (see Item 1), the owner of all the Marks. If either of the license agreements described above expires without renewal or is terminated while your Franchise Agreement still is in effect, you may continue using the Marks in operating your Center for the remaining term of your Franchise Agreement (and during any expressly granted and permitted franchise renewal terms) as long as you comply with all of your contractual obligations in operating the Center.

Branded Vehicle Program: If you seek to operate a branded vehicle to promote your franchised business, you must comply with the Branded Vehicle Program, which is detailed in your Center Operations Manual. This program has very strict requirements, including the type and condition of vehicles that qualify for participation, use of our vendors and approved graphics/materials for branding the vehicle, minimum insurance coverage, etc. There is no guarantee that your vehicle will be approved for the Branded Vehicle Program, which is an optional program.

Trademark Protection: If you learn of any alleged infringement of the Marks or challenge to your use of the Marks under the Franchise Agreement, you must notify us immediately. You may not settle or compromise any trademark claim. We have the right to defend, compromise or settle these claims at our sole cost and expense, using attorneys of our own choosing, and you must cooperate fully with us in defending these claims. We will bear your incidental legal expenses to participate in any action, except for the cost of your separate legal counsel if you elect to be represented by counsel separately. Both during and after the franchise term, you must not directly or indirectly contest, derogate, disparage or impugn any of our Marks. We may take any action (or no action) we deem best against trademark infringers. The Franchise Agreement does not obligate us to take any particular action against a trademark infringer.

If any legal action is brought against you by a third party alleging that your use of the Marks violates a third party's rights, we will indemnify you against (and reimburse you for) all directly related costs (including attorneys' fees) and damages for which you are held liable, so long as (i) you immediately notified us of the claim(s); (ii) your use of the Marks was fully authorized by us; (iii) you are not in default of your Franchise Agreement or any other agreement between you and us; and (iv) you execute any and all documents and do whatever is deemed necessary or advisable in our (or legal counsel's) opinion to protect our interests in the Marks.

Infringing Uses & Modification: As of this disclosure document's issuance date, we know of no superior rights or infringing uses which would materially affect your use of the Marks. We reserve the right, in our sole discretion, to designate one or more new, modified or replacement Marks for your use, or reduce the number of Marks available for your use, and, upon written notice from us, you must implement such new, modified or replacement Marks in addition to or in lieu of any previously designated Marks. Any expenses or costs associated with your use of any such new, modified or replacement Marks will be your sole responsibility.

ITEM 14

PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

There are no patents or patent applications material to the franchise. You do receive the right to use copyrighted materials produced for Centers, including Proprietary Information, Confidential Information, and Trade Secrets (as those terms are defined in the Franchise Agreement) published in our confidential Manuals and other materials as well as proprietary computer software (See Item 11). We claim a copyright in numerous materials; some are registered with the United States Copyright Office, some are not. We intend to renew any copyright that is important for our business. You may use our copyrights only as we specify while you operate your Center (and must stop using them if we so direct you). There currently are no effective adverse determinations of the USPTO, the United States Copyright Office, or any court regarding the copyrighted materials. No agreement limits our right to use or allow others to use the copyrighted materials.

We do not actually know of any infringing uses of our copyrights that could materially affect your use of the copyrighted materials in any state. We and our affiliates need not protect or defend copyrights, although we intend to do so if in the system's best interests. We and our affiliates may control any action we choose to bring, even if you voluntarily bring the matter to our attention. We and our affiliates need not participate in your defense and/or indemnify you for damages or expenses in a copyright proceeding.

You must treat the information contained in the software, Manuals and any other manuals or supplemental material we supply as confidential and use all reasonable efforts to maintain this information as secret and confidential. The software and Manuals are our property and you may not duplicate, copy, disclose or disseminate the contents of the software and Manuals at any time, without our

prior written consent. We may modify or supplement the software and Manuals upon notice or delivery to you. Upon the termination or non-renewal of your franchise, you must return all Manuals and software to us, because we own these materials. All information about our System revealed in the Manuals constitutes our Proprietary Information.

You must not, during or after the franchise term, communicate, divulge, or use for the benefit of any other person, partnership, association or corporation, any Confidential Information, Proprietary Information, Trade Secret, knowledge or know-how concerning your Center's method of operation which may be communicated to you or of which you may be apprised by virtue of your operation under the terms of the Franchise Agreement, including information, knowledge, or know-how regarding our System. You may divulge this Confidential Information only to those Center employees who must have access to it in order to operate your Center.

ITEM 15

OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

We do not require you to participate personally as the Center's direct, "on-premises" operator or supervisor of operations. However, with one exception described below, each Center's day-to-day operations must at all times be directly supervised full-time by an on-premises "Primary Operator," as that term is defined in your Franchise Agreement. Your Center's Primary Operator may be either: (1) you, as owner of some or all of the Center's franchise rights (either directly, or indirectly through a legal entity such as a corporation, LLC, etc.); or (b) your supervisory employee. All Primary Operators must first successfully complete our New Franchisee Training Program, described in Item 11 of this disclosure document. The only situation in which a Center's day-to-day operations need not be supervised by a Primary Operator is when a person proposed to own the new Center's franchise rights (directly, or indirectly through a legal entity) is an "Active MCO" whose supervisory employee has successfully completed our Certified Operators Training ("COT") program. "Active MCO" means a Multiple Center Owner that devotes full time attention to overseeing the performance of all of their (more than one) franchises but is not physically present full-time in any one of those Centers. Active MCOs opening a new Center may have that Center's day-to-day operations supervised by their supervisory employee who is the on-premises Certified Operator, *i.e.*, someone who has successfully completed COT. COT is described in Item 11, and we reserve the right to modify the content of the COT program in the future as we deem best. The Center's employees/managers need not have an equity interest in you or the Center. We do not restrict whom you may hire as the Primary Operator as long as he or she successfully completes our training program.

If you are a corporation, limited liability company, or partnership, your owners must personally guarantee, via your signed Continuing Personal Guaranty ("CPG"), your obligations under the Franchise Agreement and agree to be bound personally by every contractual provision, whether containing monetary or non-monetary obligations, including the covenant not to compete contained in the Non-Competition and Non Solicitation Agreement (Exhibit D to the Franchise Agreement). The CPG is Exhibit A to the Franchise Agreement.

ITEM 16

RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must use the premises solely for the operation of the Center; must keep the Center open and in normal operation for such minimal hours and days as may be specified by us; must refrain from using or permitting the use of the premises for any other purpose or activity at any time without first obtaining our written consent; and must operate the Center in strict conformity with the methods, standards and

specifications we may from time to time require in the Operations Manual or otherwise in writing. You must not deviate from such standards, specifications and procedures without our prior written consent. You must sell or offer for sale only such services and products expressly approved for sale in writing by us. You must sell or offer for sale all types of services and products specified by us and must not deviate from our standards and specifications without our prior written consent. We have the unlimited right to change the types of authorized business products or services you may sell.

Our System may be supplemented or modified from time to time. You must comply with all of our requirements, including offering or selling new and different products we specify. We impose no limitations on the customers to whom you may sell goods and services.

With two exceptions, you are free to offer the Center's products and services to your customers at any prices you wish. The first exception is that you may not charge customers more than the maximum retail prices designated by UPS for the various shipping services that the Center offers to its customers. UPS will specify these maximum retail prices in the Contract Carrier Agreement. (They will be based on the actual zone, weight, and service level of each individual package or letter.) In reliance on your following these maximum pricing guidelines, we will use our best efforts to ensure that UPS gives you discounts and incentives on your wholesale cost for such UPS services. These discounts and incentives also will be reflected in the Contract Carrier Agreement. UPS periodically may modify the required maximum retail prices for shipping services as well as the wholesale discounts and incentives. However, UPS will give you 90 days' prior written notice of any proposed change in its incentive levels. Maximum retail prices and wholesale discounts and incentives may differ among franchisees due to various factors, including the differing costs of doing business in different geographic markets such as Hawaii, Alaska and Puerto Rico.

The second exception is that we reserve the right, in our sole and absolute discretion, to designate a specific price or set your maximum retail prices for certain products and/or services that you sell to certain Corporate Retail Solutions ("CRS") customers. Your mandatory participation in all CRS programs is described in Section 7.5 of your Franchise Agreement.

ITEM 17 **RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION** **THE FRANCHISE RELATIONSHIP**

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

| Provision | Section in franchise or other agreement | Summary |
|-------------------------------------|---|--|
| a. Length of the franchise term | 2.1 of Franchise Agreement; Option Agreement Exhibit A; 3 of Contract Carrier Agreement | 10 years. Term of option (if applicable) differs from agreement to agreement. Term of Contract Carrier Agreement term equals Franchise Agreement term. |
| b. Renewal or extension of the term | 2.2 of Franchise Agreement | If you are in good standing, you can renew for successive periods of 10 years each on our then-current version of Franchise Agreement, which may materially differ from the version contained in this disclosure document. |

| Provision | Section in franchise or other agreement | Summary |
|---|---|---|
| c. Requirements for franchisee to renew or extend | 2.3 of Franchise Agreement; 4 of Upgrade Agreement | You must have complied with your obligations under Franchise Agreement and all other agreements between you and us or our affiliates during term; be current with all financial obligations to us and third parties, including your landlord and vendors of products or services; sign our then-current form of Franchise Agreement, and other documents we require, and not be subject to any legal determination and/or claims that you and we are joint employers. All documents may contain terms and conditions materially different from original documents you signed. You must sign a general release (if state franchise law allows), pay renewal fee (see Item 6), complete Center upgrade and remodel to our then current image and equipment standards and specifications by deadline set forth in your Upgrade Agreement, and modify the boundaries of your Territory, as we determine. You successfully complete Certified Operator Training. Your Contract Carrier Agreement will be renewed if your franchise is renewed. |
| d. Termination by franchisee | 12.1 of Franchise Agreement; 3.2 of Option Agreement | You may terminate only if we are in material default and have not cured the default within 60 days after notice from you. You may terminate Option Agreement by not timely exercising your option. |
| e. Termination by franchisor without cause | Not applicable | Not Applicable |
| f. Termination by franchisor with cause | 12.2 of Franchise Agreement; 3.2 of Option Agreement; 4 of Contract Carrier Agreement | We can terminate only if you default, <i>i.e.</i> , material breach of Franchise Agreement or termination of Contract Carrier Agreement with UPS. Termination of Contract Carrier Agreement is considered a simultaneous uncured and incurable material default under your Franchise Agreement and automatically and simultaneously results in the immediate termination of your Franchise Agreement without any required notice or other action by us. Grounds for termination of Contract Carrier Agreement include material violation of UPS's designated |

| Provision | Section in franchise or other agreement | Summary |
|--|---|---|
| | | maximum retail prices for various UPS shipping services and options. We may terminate Option Agreement if you do not timely exercise your option and as described in “h” below. |
| g. “Cause” defined – curable defaults | 12.3 of Franchise Agreement; 4 of Contract Carrier Agreement | You have 30 days to cure defaults not listed in Section 12.4 or such longer time period applicable law requires or as we may specify in our notice to you. |
| h. “Cause” defined – non-curable defaults | 12.4 of Franchise Agreement; 3.2 of Option Agreement; 4 of Contract Carrier Agreement | Non-curable defaults: bankruptcy, insolvency, disposition for the benefit of creditors, judgment against us related to you, unauthorized assignment of franchise or ownership interests, foreclosure, condemnation or assignment in lieu of condemnation, abandonment, failure actively to operate Center, repeated defaults (even if cured), conviction of a felony, misrepresentations in acquiring your franchise, trademark misuse, unauthorized use or disclosure of confidential information, unsatisfied judgment over \$25,000, levy of execution on your franchise or Center assets, expiration or termination of your lease, failure to cure lease default within lease cure period violation of your in-term Non-Competition Covenant, you or your owners, officers, directors, or key employees engage or try to engage in fraudulent, dishonest, unethical, immoral, or similar conduct in operating the Center, you fail to comply with any data security requirement or cause or contribute to a data security incident, or you or your owners, officers, or directors have engaged in any lewd or immoral conduct. We may terminate Option Agreement if you fail to timely exercise your Option, there is uncured default of any other agreement with us, you assign the Option Agreement, or you fail to satisfy our “MCO” criteria for ownership of additional Centers. |
| i. Franchisee’s obligations on termination/non-renewal | 13 and 14 of Franchise Agreement | You must cease use of our trademarks, de-identify per our guidelines, pay all amounts due to us, submit final reports to |

| Provision | Section in franchise or other agreement | Summary |
|---|---|--|
| | | us, return the Manuals, proprietary hardware and software, TUPSS- or CRS client-provided equipment, and all items containing our Marks, and transfer telephone numbers to us. We may, at our option, assume your lease and purchase all usable inventory, equipment and supplies at fair market value. See also “r” below. Upon termination, you may be responsible for liquidated damages. |
| j. Assignment of contract by franchisor | 11.1 of Franchise Agreement | No restriction on our right to assign. |
| k. “Transfer” by franchisee – defined | 11.2 of Franchise Agreement; 4.3 of Option Agreement; 18 and 21 of Contract Carrier Agreement | Includes transfer of Franchise Agreement or change in controlling ownership of entity owning it. You may not assign your rights under the Option Agreement without our prior written consent. You may not assign your UPS shipper number without UPS’s prior written consent. |
| l. Franchisor approval of transfer by franchisee | 11.3 of Franchise Agreement; 4.3 of Option Agreement | All transfers require our prior written consent. |
| m. Conditions for franchisor approval of transfer | 11.3 of Franchise Agreement; 4.3 of Option Agreement | New franchisee qualifies, assumes your obligations under our then current Franchise Agreement (and we may modify the new franchisee’s territorial boundaries), completes training, signs new Franchise Agreement, and pays a transfer fee, processing fee and pro-rated renewal fee. You must upgrade to our then-current image, equipment, and data security standards and specifications and sign a general release (if state franchise law allows) (see also “r” below). You may not assign your rights under Option Agreement without our prior written consent. |
| n. Franchisor’s right of first refusal to acquire franchisee’s business | 11.4 of Franchise Agreement | We can match any offer for your business. |
| o. Franchisor’s option to purchase franchisee’s business | 14.6 and 14.7 of Franchise Agreement; 4 of Lease Addendum (Exhibit I to Franchise Agreement) | Upon termination or expiration of your Franchise Agreement, we may at our option: purchase your business’s tangible assets (not goodwill or intangible franchise rights) at formula set forth in Section 14.6 and assume (or direct assignment to another franchisee of) your business’s premises lease. |
| p. Death or disability of franchisee | 11.8 of Franchise Agreement; 4.3 of Option Agreement | Heirs must either execute new Franchise Agreement or transfer to approved buyer within 6 months. At the request of your |

| Provision | Section in franchise or other agreement | Summary |
|---|---|--|
| | | heirs, we may agree to act as a non-exclusive agent to sell their rights under your Franchise Agreement. Our finder's fee for securing a buyer is 25% of the then current Initial Franchise Fee. Upon your death or incapacity, your option rights terminate. |
| q. Non-competition covenants during the term of the franchise | 2 of Non-Competition and Non-Solicitation Agreement | You may not be involved in any business which sells the same or substantially similar services (no geographic restriction). |
| r. Non-competition covenants after the franchise is terminated or expires | 3 of Non-Competition and Non-Solicitation Agreement | You may not be involved in any business which sells the same or substantially similar services within your Center's former protected territory for 2 years. Lesser restriction in certain states. |
| s. Modification of the agreement | 7.2 of Franchise Agreement; 4.8 of Option Agreement | Manuals are subject to change. Otherwise, for Franchise and Option Agreements, only in writing signed by you and us. |
| t. Integration/merger clause | 21.2 of Franchise Agreement; 4.8 of Option Agreement | Only the terms of the Franchise Agreement are binding (subject to state law). Any representations or promises outside of the disclosure document and Franchise Agreement may not be enforceable. |
| u. Dispute resolution by arbitration or mediation | 20.2 of Franchise Agreement; 4.5 of Option Agreement; 7 and 8 of Non-Competition and Non-Solicitation Agreement | Under the Franchise Agreement, you must offer to mediate any disputes you have with us before you may initiate any suit or action against us. We accept the mediation offer or not. The Non-Competition and Non-Solicitation Agreement does not contain a provision regarding mediation or arbitration. If you remain a franchisee during dispute resolution, you must, during the dispute resolution process, continue to comply with all of your contractual duties. |
| v. Choice of forum | 20.1(b) of Franchise Agreement; 4.4 of Option Agreement; 8 and 10 of Non-Competition and Non-Solicitation Agreement | All Franchise Agreement and Option Agreement disputes (not resolved through mediation) must be litigated in San Diego, California. Disputes involving the Non-Competition and Non-Solicitation Agreement must be litigated in courts of state where Center is located. Where applicable, subject to state-specific law (see FDD Exhibit 5). |

| Provision | Section in franchise or other agreement | Summary |
|------------------|---|---|
| w. Choice of law | 20.1(a) of Franchise Agreement; 4.4 of Option Agreement; 10 of Non-Competition and Non-Solicitation Agreement | Option Agreement is subject to California law. Franchise Agreement is subject to California law and federal law for intellectual property issues; Non-Competition and Non-Solicitation Agreement is governed by law of state where franchised Center is located. Where applicable, subject to state-specific law (see FDD Exhibit 5). |

ITEM 18 PUBLIC FIGURES

We do not use any public figure to promote our franchise.

ITEM 19 FINANCIAL 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.

This historical financial performance representation contains:

- (1) the actual, average, annual adjusted gross sales (defined below) during each of the 2014, 2013, and 2012 full calendar years of all The UPS Store® Centers in the United States and Puerto Rico that (i) were in operation during the entire 2014, 2013, or 2012 calendar years (and reported their gross sales during the entire year), (ii) were in operation as of January 1 of the 2014, 2013, or 2012 calendar years and then operated until at least sometime in December of that calendar year (and reported their gross sales for the entire timeframe during which they operated), and (iii) opened sometime during January of the 2014, 2013, or 2012 calendar years and then operated until at least sometime in December of that calendar year (and reported their gross sales for the entire timeframe during which they operated); and
- (2) as a component of that system-wide adjusted gross sales information, the actual, average, annual adjusted gross sales during each of the 2014, 2013, and 2012 full calendar years of the top-performing (in terms of adjusted gross sales) 5%, 10%, and 20% of the franchised The UPS Store® Centers in the United States and Puerto Rico that (i) were in operation during the entire 2014, 2013, or 2012 calendar years (and reported their gross sales during the entire year), (ii) were in operation as of January 1 of the 2014, 2013, or 2012 calendar years and then operated until at least sometime in December of that calendar year (and reported their gross sales for the entire timeframe during which they operated), and (iii) opened sometime during January of the 2014, 2013, or 2012 calendar years and then operated until at least sometime in December of that calendar year (and reported their gross sales for the entire timeframe during which they operated).

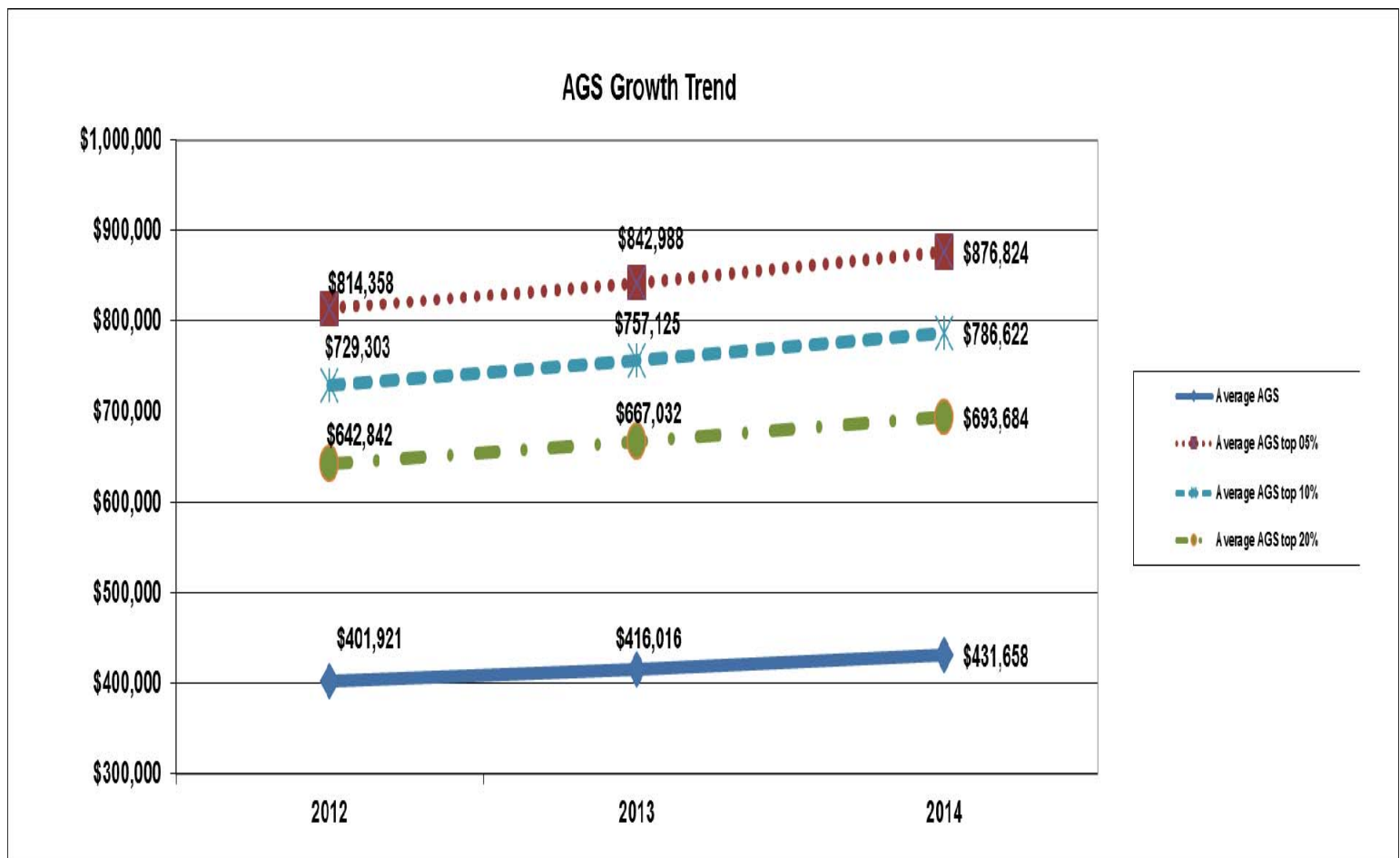
A The UPS Store® Center's adjusted gross sales in a particular year are included in the calculation of the

system-wide average adjusted gross sales during the 2014, 2013, or 2012 calendar years (subject to the qualifiers in 1(i) through (iii) and 2(i) through (iii) above) even if (i) that Center's ownership changed during the calendar year or (ii) the Center did not operate during one or both of the other calendar years represented in this historical financial performance representation.

Note: TUPSS has not independently audited this information.

| Year | Total # of Centers | Average Adjusted Gross Sales ("AGS") for All Centers* | Average AGS for Top 5% of Centers* | Average AGS for Top 10% of Centers* | Average AGS for Top 20% of Centers* |
|------|--------------------|---|------------------------------------|-------------------------------------|-------------------------------------|
| 2014 | 4,359 | \$431,658 | \$876,824 | \$786,622 | \$693,684 |
| 2013 | 4,306 | \$416,016 | \$842,988 | \$757,125 | \$667,032 |
| 2012 | 4,256 | \$401,921 | \$814,358 | \$729,303 | \$642,842 |

*The number and percentage of Centers exceeding these average adjusted gross sales groupings are provided below in the narrative discussion.



System-Wide Performance During 2014, 2013, and 2012

(a) The actual 2014 average adjusted gross sales of all The UPS Store® Centers in the United States and Puerto Rico (both franchised and company-owned) that were in operation and reported gross sales from January 2014 until December 2014 (the “2014 Year”) were \$431,658. Of the 4,359 total The UPS Store® Centers in operation and reporting gross sales during the 2014 Year, the adjusted gross sales of 1,915 Centers (44%) exceeded this average.

(b) The actual 2013 average adjusted gross sales of all The UPS Store® Centers in the United States and Puerto Rico (both franchised and company-owned) that were in operation and reported gross sales from January 2013 until December 2013 (the “2013 Year”) were \$416,016. Of the 4,306 total The UPS Store® Centers in operation and reporting gross sales during the 2013 Year, the adjusted gross sales of 1,874 Centers (44%) exceeded this average. [We owned and operated during 2013 one of the 4,306 total The UPS Store® Centers in operation during the 2013 Year.]

(c) The actual 2012 average adjusted gross sales of all The UPS Store® Centers in the United States and Puerto Rico (both franchised and company-owned) that were in operation and reported gross sales from January 2012 until December 2012 (the “2012 Year”) were \$401,921. Of the 4,256 total The UPS Store® Centers in operation and reporting gross sales during the 2012 Year, the adjusted gross sales of 1,825 Centers (43%) exceeded this average. [We owned and operated during 2012 one of the 4,256 total The UPS Store® Centers in operation during the 2012 Year.]

“Adjusted gross sales” (for purposes of computing the system-wide averages) are defined as a franchisee’s total “gross sales” (not including sales taxes collected from customers), plus “gross commissions” earned, less certain permitted “exclusions.”

- ◆ The term “Gross Sales” currently is defined in our Franchise Agreement as the total of all revenue derived from products and/or services sold by or through a Center during the franchise term, whether evidenced by cash, services, credit, property, barter, electronic funds transfer, or other means of exchange, and whether or not the products and/or services are sold in any other Center, including: (a) revenue from sales of any nature or kind whatsoever derived by a franchisee or by any other person or entity (including a franchisee’s affiliates) from the Center; (b) sales of products and/or services in violation of the Franchise Agreement at locations other than the franchisee’s permitted location (including a permitted Kiosk); (c) the proceeds of any business interruption insurance after satisfying any applicable deductible; (d) sales from vending devices, including pay telephones; (e) mail or telephone orders received or filled in or from the Center; (f) orders taken in or from the Center although filled elsewhere; (g) proceeds from insurance payments for theft of revenue if revenue was not previously reported on royalty reports; and (h) revenue received by a franchisee on account of its participation or involvement, whether mandatory or voluntary, in an E-Offering (including the Online Printing Program), irrespective of the particular products, services, or support actually made available by the franchisee in the E-Offering. “Gross Sales” includes UPS shipping costs that a franchisee receives from its customers.
- ◆ The term “Gross Commissions” currently is defined in our Franchise Agreement as the total amount of all commissions actually earned by a franchisee during the franchise term on account of those transactions occurring at the Center in which the franchisee acts as agent for certain vendors or service providers specified in the Manuals, for example, UPS Drop-Off Program compensation.

- ◆ Examples of permitted “exclusions” are Counter Manifest System Processing Fees and deposits toward products to be sold or services to be rendered.

Average annual adjusted gross sales are calculated by dividing total adjusted gross sales during the particular year for all The UPS Store® Centers in the United States and Puerto Rico that were—subject to the qualifiers in 1(i) through (iii) and 2(i) through (iii) at the beginning of this Item 19—in operation during that year (and reported their gross sales for the entire timeframe during which they operated) by the number of The UPS Store® Centers that were in operation during the timeframes described in 1(i) through (iii) and 2(i) through (iii) at the beginning of this Item 19 (and reported their gross sales for the entire timeframe during which they operated). These averages do not include the adjusted gross sales of 164, 153, and 157 The UPS Store® Centers that were in operation in the United States and Puerto Rico but did not operate during the specified portions of the 2014 Year, 2013 Year, or 2012 Year, respectively (and/or who did not report their gross sales for the entire timeframe during which they operated). The averages also do not include the adjusted gross sales of any of the Mail Boxes Etc. Centers that operated during all or part of the 2014 Year, 2013 Year, or 2012 Year, respectively.

The UPS Store® Centers whose annual average adjusted gross sales are included in the calculation reported above are located at both “Traditional” and “Non-Traditional” sites. All The UPS Store® Centers that were in operation during the specified portions of the 2014 Year, 2013 Year, or 2012 Year and reported their gross sales are encompassed in this financial performance representation no matter where they operated or their size. Traditional sites are highly visible locations in strip shopping centers or high foot-traffic downtown areas in urban, suburban, and rural markets. On the other hand, Non-Traditional sites are colleges, universities, hotels, convention centers, airports, resorts, military bases, self-storage facilities, inside other retailers (“store-within-store”), office buildings, regional or outlet malls, bus or train stations, and other similar facilities in urban, suburban, and rural markets. Of the 4,359 total The UPS Store® Centers counted for the 2014 Year, 4,189 were at “Traditional” sites and 170 were at “Non-Traditional” sites. Of the 4,306 total The UPS Store® Centers counted for the 2013 Year, 4,155 were at “Traditional” sites and 151 were at “Non-Traditional” sites. Of the 4,256 total The UPS Store® Centers counted for the 2012 Year, 4,123 were at “Traditional” sites and 133 were at “Non-Traditional” sites.

Performance of Top 5% of All The UPS Store® Centers During 2014, 2013, and 2012

- (a) Of the 4,359 total The UPS Store® Centers in operation and reporting their gross sales during the 2014 Year, the top-performing 5% of these Centers (218 total Centers, 8 of which were at Non-Traditional sites) had average annual adjusted gross sales during the 2014 Year of \$876,824. Of these 218 The UPS Store® Centers, the annual adjusted gross sales of 79 Centers (36%) exceeded this average.
- (b) Of the 4,306 total The UPS Store® Centers in operation and reporting their gross sales during the 2013 Year, the top-performing 5% of these Centers (215 total Centers, 10 of which were at Non-Traditional sites) had average annual adjusted gross sales during the 2013 Year of \$842,988. Of these 215 The UPS Store® Centers, the annual adjusted gross sales of 76 Centers (35%) exceeded this average.
- (c) Of the 4,256 total The UPS Store® Centers in operation and reporting their gross sales during the 2012 Year, the top-performing 5% of these Centers (213 total Centers, 8 of which were at Non-Traditional sites) had average annual adjusted gross sales during the 2012 Year of \$814,358. Of these 213 The UPS Store® Centers, the annual adjusted gross sales of 71 Centers (33%) exceeded this average.

Performance of Top 10% of All The UPS Store® Centers During 2014, 2013, and 2012

- (a) Of the 4,359 total The UPS Store® Centers in operation and reporting their gross sales during the 2014 Year, the top-performing 10% of these Centers (436 total Centers, 12 of which were at Non-

Traditional sites) had average annual adjusted gross sales during the 2014 Year of \$786,622. Of these 436 The UPS Store® Centers, the annual adjusted gross sales of 149 Centers (34%) exceeded this average.

(b) Of the 4,306 total The UPS Store® Centers in operation and reporting their gross sales during the 2013 Year, the top-performing 10% of these Centers (431 total Centers, 15 of which were at Non-Traditional sites) had average annual adjusted gross sales during the 2013 Year of \$757,125. Of these 431 The UPS Store® Centers, the annual adjusted gross sales of 160 Centers (37%) exceeded this average.

(c) Of the 4,256 total The UPS Store® Centers in operation and reporting their gross sales during the 2012 Year, the top-performing 10% of these Centers (426 total Centers, 14 of which were at Non-Traditional sites) had average annual adjusted gross sales during the 2012 Year of \$729,303. Of these 426 The UPS Store® Centers, the annual adjusted gross sales of 162 Centers (38%) exceeded this average.

Performance of Top 20% of All The UPS Store® Centers During 2014, 2013, and 2012

(a) Of the 4,359 total The UPS Store® Centers in operation and reporting their gross sales during the 2014 Year, the top-performing 20% of these Centers (872 total Centers, 17 of which were at Non-Traditional sites) had average annual adjusted gross sales during the 2014 Year of \$693,684. Of these 872 The UPS Store® Centers, the annual adjusted gross sales of 321 Centers (37%) exceeded this average.

(b) Of the 4,306 total The UPS Store® Centers in operation and reporting their gross sales during the 2013 Year, the top-performing 20% of these Centers (861 total Centers, 17 of which were at Non-Traditional sites) had average annual adjusted gross sales during the 2013 Year of \$667,032. Of these 861 The UPS Store® Centers, the annual adjusted gross sales of 329 Centers (38%) exceeded this average.

(c) Of the 4,256 total The UPS Store® Centers in operation and reporting their gross sales during the 2012 Year, the top-performing 20% of these Centers (851 total Centers, 20 of which were at Non-Traditional sites) had average annual adjusted gross sales during the 2012 Year of \$642,842. Of these 851 The UPS Store® Centers, the annual adjusted gross sales of 321 Centers (38%) exceeded this average.

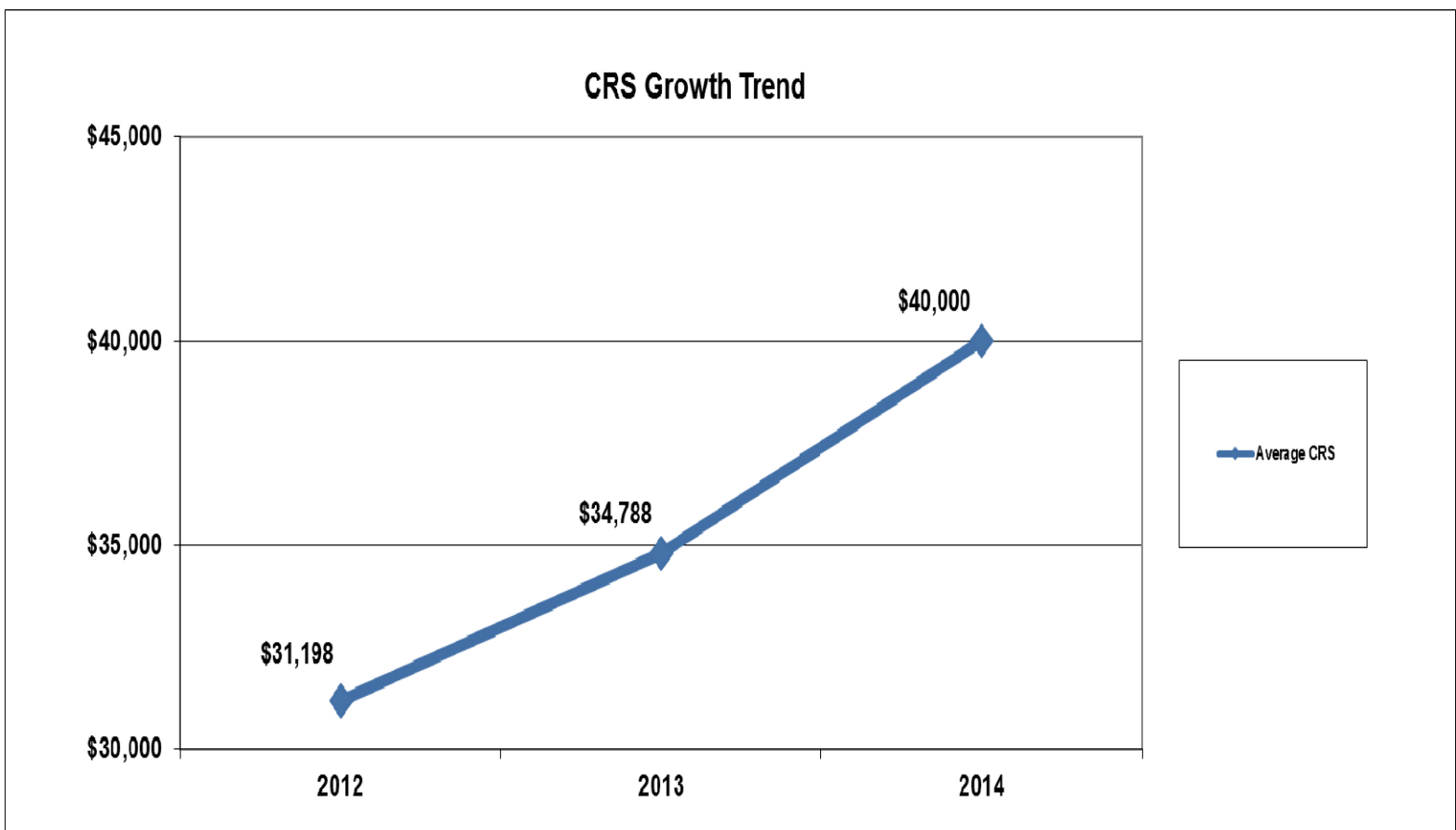
Corporate Retail Solutions Program Component of Centers' Adjusted Gross Sales

Corporate Retail Solutions (or “CRS”) means a program designed to provide special product and service offerings and/or business terms to employees, customers, clients and/or guests of, and/or other end users of our system’s products and services located at, designated corporate or other clients of ours or UPS, including for-profit and not-for-profit corporations, associations, and other business organizations, government agencies, educational and other institutions, and administrative bodies. Franchised Centers must participate in all services and programs we make available to every client in the CRS Program and follow all CRS Program work orders and instructions, which may differ among individual clients. The CRS Program component of a Center's adjusted gross sales includes transactions for distinctive (1) products, services, and business term processes and (2) discount card programs.

The historical financial performance representation below contains the actual, average, annual adjusted gross sales during each of the 2014, 2013, and 2012 full calendar years (as described above) that the 4,359, 4,306, and 4,256 The UPS Store® Centers, respectively, whose performance is described above derived from the CRS Program. (Adjusted gross sales from the CRS Program are encompassed in these

The UPS Store Centers' total annual adjusted gross sales.) We have not independently audited this information.

| Year | Total # of Centers | Average Adjusted Gross Sales from CRS Program | Number / Percentage of Centers Exceeding Average |
|------|--------------------|---|--|
| 2014 | 4,359 | \$40,000 | 1,541 / 35% |
| 2013 | 4,306 | \$34,788 | 1,444 / 34% |
| 2012 | 4,256 | \$31,198 | 1,407 / 33% |



Additional Explanatory Notes Applicable to All The UPS Store® Centers

All of the Centers whose adjusted gross sales are included in the averages above are substantially similar to one another in terms of products and services offered and sold to the public. They also are substantially similar to The UPS Store® Centers we expect new franchisees to operate under new Franchise Agreements signed with us. We obtained the adjusted gross sales information for franchised The UPS Store® Centers from monthly royalty payments and reports received from franchisees. We have not independently audited that information.

Actual adjusted gross sales of The UPS Store® Centers vary widely. Numerous factors affect the gross sales of a particular The UPS Store® Center, including traffic count; site accessibility, visibility, attractiveness, and size; amount of time in business; local and regional economic and regulatory conditions; local competition; climate and weather; population density; the franchisee's management skill, experience, business acumen, work effort, and ability to promote and market a The UPS Store® Center effectively in the local market; and the degree of adherence to our standards, specifications, methods, and procedures in operating the Center.

Some The UPS Store® Centers have sold this amount. Your individual results may differ. There is no assurance that you will sell as much. Written substantiation of all financial performance information presented in this Item 19 will be made available to you upon reasonable request. This financial performance representation was prepared without an audit. Prospective franchisees or sellers of franchises should be advised that no certified public accountant has audited these figures or expressed his/her opinion with regard to their contents or form.

The adjusted gross sales numbers reported above do not reflect costs of sales, operating expenses, or other costs or expenses that you must deduct from gross sales to obtain your net income or profit. A non-exclusive list of the types of expenses a franchisee might incur includes: (1) labor costs, including taxes and benefits; (2) shipping costs; (3) cost of goods sold; (4) advertising and marketing expenses; (5) rent, utilities, and common area maintenance and other charges to occupy the Center's premises; (6) training costs; (7) costs of maintenance, insurance, security, and supplies; (8) royalties and other payments due to us; (9) debt service; (10) professional fees; and (11) taxes. You might incur other costs, which will vary from Center to Center and in different market areas.

Other than the preceding financial performance representation, we do not make any financial performance representations. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Donald L. Higginson, The UPS Store, Inc., 6060 Cornerstone Court West, San Diego, California 92121, (858) 455-8800, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20 OUTLETS AND FRANCHISEE INFORMATION

All year-end numbers appearing in the tables below are as of December 31 in each year. The tables below list all Centers in our system, regardless of the type of site at which they operate.

Table No. 1

**Systemwide Outlet Summary
For years 2012 to 2014**

| Column 1 Outlet Type | Column 2 Year | Column 3 Outlets at the Start of the Year | Column 4 Outlets at the End of the Year | Column 5 Net Change |
|-------------------------|------------------|---|---|------------------------|
| Franchised | 2012 | 4,343 | 4,360 | +17 |
| | 2013 | 4,360 | 4,411 | +51 |
| | 2014 | 4,411 | 4,479 | +68 |
| Company- Owned | 2012 | 1 | 1 | 0 |
| | 2013 | 1 | 1 | 0 |
| | 2014 | 1 | 0 | -1 |
| Total Outlets | 2012 | 4,344 | 4,361 | +17 |
| | 2013 | 4,361 | 4,412 | +51 |
| | 2014 | 4,412 | 4,479 | +67 |

Table No. 2

**Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)
For years 2012 to 2014**

| Column 1 State | Column 2 Year | Column 3 Number of Transfers |
|----------------------|------------------|---------------------------------|
| Alabama | 2012 | 2 |
| | 2013 | 6 |
| | 2014 | 2 |
| Arizona | 2012 | 14 |
| | 2013 | 9 |
| | 2014 | 12 |
| Arkansas | 2012 | 0 |
| | 2013 | 1 |
| | 2014 | 2 |
| California | 2012 | 20 |
| | 2013 | 26 |
| | 2014 | 18 |
| Colorado | 2012 | 11 |
| | 2013 | 8 |
| | 2014 | 8 |
| Connecticut | 2012 | 0 |
| | 2013 | 2 |
| | 2014 | 3 |
| District of Columbia | 2012 | 2 |
| | 2013 | 0 |
| | 2014 | 0 |

| Column 1 | Column 2 | Column 3 |
|---------------|----------|---------------------|
| State | Year | Number of Transfers |
| Florida | 2012 | 25 |
| | 2013 | 26 |
| | 2014 | 36 |
| Georgia | 2012 | 11 |
| | 2013 | 4 |
| | 2014 | 16 |
| Hawaii | 2012 | 1 |
| | 2013 | 3 |
| | 2014 | 1 |
| Idaho | 2012 | 0 |
| | 2013 | 2 |
| | 2014 | 2 |
| Illinois | 2012 | 8 |
| | 2013 | 3 |
| | 2014 | 12 |
| Indiana | 2012 | 2 |
| | 2013 | 8 |
| | 2014 | 7 |
| Iowa | 2012 | 0 |
| | 2013 | 3 |
| | 2014 | 1 |
| Kansas | 2012 | 1 |
| | 2013 | 4 |
| | 2014 | 1 |
| Kentucky | 2012 | 1 |
| | 2013 | 2 |
| | 2014 | 0 |
| Louisiana | 2012 | 1 |
| | 2013 | 0 |
| | 2014 | 0 |
| Maine | 2012 | 0 |
| | 2013 | 0 |
| | 2014 | 1 |
| Maryland | 2012 | 2 |
| | 2013 | 5 |
| | 2014 | 3 |
| Massachusetts | 2012 | 5 |
| | 2013 | 2 |
| | 2014 | 4 |
| Michigan | 2012 | 2 |
| | 2013 | 2 |
| | 2014 | 4 |
| Minnesota | 2012 | 0 |
| | 2013 | 4 |
| | 2014 | 0 |

| Column 1 | Column 2 | Column 3 |
|----------------|----------|---------------------|
| State | Year | Number of Transfers |
| Mississippi | 2012 | 0 |
| | 2013 | 2 |
| | 2014 | 0 |
| Missouri | 2012 | 1 |
| | 2013 | 3 |
| | 2014 | 11 |
| Nebraska | 2012 | 1 |
| | 2013 | 5 |
| | 2014 | 4 |
| Nevada | 2012 | 3 |
| | 2013 | 6 |
| | 2014 | 3 |
| New Hampshire | 2012 | 0 |
| | 2013 | 3 |
| | 2014 | 2 |
| New Jersey | 2012 | 2 |
| | 2013 | 9 |
| | 2014 | 8 |
| New Mexico | 2012 | 0 |
| | 2013 | 1 |
| | 2014 | 6 |
| New York | 2012 | 12 |
| | 2013 | 8 |
| | 2014 | 11 |
| North Carolina | 2012 | 9 |
| | 2013 | 12 |
| | 2014 | 10 |
| Ohio | 2012 | 8 |
| | 2013 | 5 |
| | 2014 | 6 |
| Oklahoma | 2012 | 0 |
| | 2013 | 3 |
| | 2014 | 0 |
| Oregon | 2012 | 1 |
| | 2013 | 1 |
| | 2014 | 3 |
| Pennsylvania | 2012 | 2 |
| | 2013 | 6 |
| | 2014 | 11 |
| South Carolina | 2012 | 4 |
| | 2013 | 2 |
| | 2014 | 10 |
| South Dakota | 2012 | 0 |
| | 2013 | 1 |
| | 2014 | 0 |

| Column 1 | Column 2 | Column 3 |
|------------|----------|---------------------|
| State | Year | Number of Transfers |
| Tennessee | 2012 | 2 |
| | 2013 | 6 |
| | 2014 | 6 |
| Texas | 2012 | 17 |
| | 2013 | 21 |
| | 2014 | 14 |
| Utah | 2012 | 3 |
| | 2013 | 3 |
| | 2014 | 2 |
| Vermont | 2012 | 2 |
| | 2013 | 0 |
| | 2014 | 0 |
| Virginia | 2012 | 5 |
| | 2013 | 8 |
| | 2014 | 8 |
| Washington | 2012 | 4 |
| | 2013 | 7 |
| | 2014 | 6 |
| Wisconsin | 2012 | 4 |
| | 2013 | 1 |
| | 2014 | 0 |
| Wyoming | 2012 | 3 |
| | 2013 | 0 |
| | 2014 | 0 |
| Total | 2012 | 191 |
| | 2013 | 233 |
| | 2014 | 254 |

Table No. 3

**Status of Franchised Outlets
For years 2012 to 2014**

| Col. 1 | Col. 2 | Col. 3 | Col. 4 | Col. 5 | Col. 6 | Col. 7 | Col. 8 | Col. 9 |
|---------|--------|--------------------------|----------------|--------------|--------------|--------------------------|---------------------------------|----------------------------|
| 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 |
| Alabama | 2012 | 53 | 0 | 0 | 1 | 0 | 0 | 52 |
| | 2013 | 52 | 1 | 1 | 1 | 0 | 0 | 51 |
| | 2014 | 51 | 2 | 0 | 0 | 0 | 0 | 53 |
| Alaska | 2012 | 15 | 0 | 0 | 0 | 0 | 0 | 15 |
| | 2013 | 15 | 0 | 0 | 0 | 0 | 0 | 15 |
| | 2014 | 15 | 0 | 0 | 1 | 0 | 0 | 14 |
| Arizona | 2012 | 161 | 1 | 4 | 0 | 0 | 1 | 157 |
| | 2013 | 157 | 0 | 0 | 1 | 0 | 0 | 156 |
| | 2014 | 156 | 1 | 1 | 1 | 0 | 0 | 155 |

| Col. 1 State | Col. 2 Year | Col. 3 Outlets at Start of Year | Col. 4 Outlets Opened | Col. 5 Termina- tions | Col. 6 Non- Renewals | Col. 7 Reacquired by Franchisor | Col. 8 Ceased Operations- Other Reasons | Col. 9 Outlets at End of the Year |
|-----------------|----------------|--|-----------------------------|-----------------------------|----------------------------|---------------------------------------|--|--|
| Arkansas | 2012 | 24 | 2 | 0 | 0 | 0 | 0 | 26 |
| | 2013 | 26 | 0 | 0 | 1 | 0 | 0 | 25 |
| | 2014 | 25 | 0 | 1 | 1 | 0 | 0 | 23 |
| California | 2012 | 646 | 17 | 5 | 5 | 0 | 0 | 653 |
| | 2013 | 653 | 12 | 6 | 1 | 0 | 0 | 658 |
| | 2014 | 658 | 17 | 5 | 1 | 0 | 0 | 669 |
| Colorado | 2012 | 86 | 8 | 0 | 0 | 0 | 0 | 94 |
| | 2013 | 94 | 3 | 0 | 0 | 0 | 0 | 97 |
| | 2014 | 97 | 5 | 0 | 0 | 0 | 0 | 102 |
| Connecticut | 2012 | 49 | 1 | 1 | 0 | 0 | 0 | 49 |
| | 2013 | 49 | 1 | 2 | 0 | 0 | 0 | 48 |
| | 2014 | 48 | 2 | 1 | 0 | 0 | 0 | 49 |
| Delaware | 2012 | 11 | 0 | 0 | 0 | 0 | 0 | 11 |
| | 2013 | 11 | 0 | 0 | 0 | 0 | 0 | 11 |
| | 2014 | 11 | 0 | 0 | 1 | 0 | 0 | 10 |
| Florida | 2012 | 411 | 12 | 5 | 3 | 0 | 0 | 415 |
| | 2013 | 415 | 14 | 1 | 1 | 0 | 0 | 427 |
| | 2014 | 427 | 13 | 1 | 1 | 0 | 0 | 438 |
| Georgia | 2012 | 188 | 1 | 3 | 0 | 0 | 0 | 186 |
| | 2013 | 186 | 3 | 1 | 0 | 0 | 0 | 188 |
| | 2014 | 188 | 4 | 1 | 0 | 0 | 0 | 191 |
| Hawaii | 2012 | 18 | 2 | 0 | 1 | 0 | 0 | 19 |
| | 2013 | 19 | 2 | 1 | 0 | 0 | 0 | 20 |
| | 2014 | 20 | 1 | 0 | 0 | 0 | 0 | 21 |
| Idaho | 2012 | 30 | 0 | 0 | 0 | 0 | 0 | 30 |
| | 2013 | 30 | 1 | 1 | 0 | 0 | 0 | 30 |
| | 2014 | 30 | 0 | 1 | 1 | 0 | 0 | 28 |
| Illinois | 2012 | 171 | 1 | 4 | 2 | 0 | 0 | 166 |
| | 2013 | 166 | 5 | 3 | 0 | 0 | 0 | 168 |
| | 2014 | 168 | 2 | 2 | 0 | 0 | 0 | 168 |
| Indiana | 2012 | 66 | 1 | 0 | 0 | 0 | 0 | 67 |
| | 2013 | 67 | 1 | 0 | 0 | 0 | 0 | 68 |
| | 2014 | 68 | 0 | 0 | 0 | 0 | 0 | 68 |
| Iowa | 2012 | 23 | 0 | 1 | 0 | 0 | 0 | 22 |
| | 2013 | 22 | 0 | 0 | 0 | 0 | 0 | 22 |
| | 2014 | 22 | 0 | 0 | 0 | 0 | 0 | 22 |
| Kansas | 2012 | 32 | 0 | 0 | 0 | 0 | 0 | 32 |
| | 2013 | 32 | 1 | 0 | 0 | 0 | 0 | 33 |
| | 2014 | 33 | 0 | 0 | 0 | 0 | 0 | 33 |
| Kentucky | 2012 | 44 | 0 | 0 | 0 | 0 | 0 | 44 |
| | 2013 | 44 | 2 | 0 | 0 | 0 | 0 | 46 |
| | 2014 | 46 | 0 | 2 | 0 | 0 | 0 | 44 |

| Col. 1 State | Col. 2 Year | Col. 3 Outlets at Start of Year | Col. 4 Outlets Opened | Col. 5 Termina- tions | Col. 6 Non- Renewals | Col. 7 Reacquired by Franchisor | Col. 8 Ceased Operations- Other Reasons | Col. 9 Outlets at End of the Year |
|--------------------|----------------|--|-----------------------------|-----------------------------|----------------------------|---------------------------------------|--|--|
| Louisiana | 2012 | 46 | 2 | 2 | 0 | 0 | 0 | 46 |
| | 2013 | 46 | 1 | 0 | 0 | 0 | 0 | 47 |
| | 2014 | 47 | 3 | 1 | 0 | 0 | 0 | 49 |
| Maine | 2012 | 16 | 0 | 0 | 0 | 0 | 0 | 16 |
| | 2013 | 16 | 0 | 0 | 0 | 0 | 0 | 16 |
| | 2014 | 16 | 0 | 0 | 0 | 0 | 0 | 16 |
| Maryland | 2012 | 72 | 2 | 3 | 1 | 0 | 0 | 70 |
| | 2013 | 70 | 3 | 1 | 1 | 0 | 0 | 71 |
| | 2014 | 71 | 3 | 0 | 0 | 0 | 0 | 74 |
| Massa- chusetts | 2012 | 91 | 2 | 0 | 1 | 0 | 0 | 92 |
| | 2013 | 92 | 1 | 1 | 1 | 0 | 0 | 91 |
| | 2014 | 91 | 4 | 1 | 1 | 0 | 0 | 93 |
| Michigan | 2012 | 102 | 0 | 0 | 1 | 0 | 0 | 101 |
| | 2013 | 101 | 0 | 0 | 1 | 0 | 0 | 100 |
| | 2014 | 100 | 1 | 1 | 1 | 0 | 0 | 99 |
| Minnesota | 2012 | 59 | 0 | 0 | 0 | 0 | 0 | 59 |
| | 2013 | 59 | 1 | 2 | 0 | 0 | 0 | 58 |
| | 2014 | 58 | 2 | 0 | 0 | 0 | 0 | 60 |
| Mississippi | 2012 | 27 | 0 | 2 | 0 | 0 | 0 | 25 |
| | 2013 | 25 | 2 | 1 | 1 | 0 | 0 | 25 |
| | 2014 | 25 | 0 | 1 | 0 | 0 | 0 | 24 |
| Missouri | 2012 | 85 | 0 | 2 | 1 | 0 | 0 | 82 |
| | 2013 | 82 | 2 | 2 | 0 | 0 | 0 | 82 |
| | 2014 | 82 | 1 | 0 | 0 | 0 | 0 | 83 |
| Montana | 2012 | 18 | 0 | 0 | 0 | 0 | 0 | 18 |
| | 2013 | 18 | 1 | 0 | 0 | 0 | 0 | 19 |
| | 2014 | 19 | 0 | 0 | 0 | 0 | 0 | 19 |
| Nebraska | 2012 | 16 | 0 | 0 | 0 | 0 | 0 | 16 |
| | 2013 | 16 | 0 | 0 | 0 | 0 | 0 | 16 |
| | 2014 | 16 | 0 | 0 | 0 | 0 | 0 | 16 |
| Nevada | 2012 | 70 | 5 | 0 | 0 | 0 | 0 | 75 |
| | 2013 | 75 | 3 | 0 | 0 | 0 | 0 | 78 |
| | 2014 | 78 | 3 | 0 | 1 | 0 | 0 | 80 |
| New Hampshire | 2012 | 18 | 0 | 0 | 0 | 0 | 0 | 18 |
| | 2013 | 18 | 0 | 1 | 0 | 0 | 0 | 17 |
| | 2014 | 17 | 2 | 0 | 0 | 0 | 0 | 19 |
| New Jersey | 2012 | 136 | 1 | 2 | 2 | 0 | 0 | 133 |
| | 2013 | 133 | 5 | 1 | 0 | 0 | 0 | 137 |
| | 2014 | 137 | 3 | 1 | 0 | 0 | 0 | 139 |
| New Mexico | 2012 | 23 | 3 | 0 | 0 | 0 | 0 | 26 |
| | 2013 | 26 | 1 | 0 | 0 | 0 | 0 | 27 |
| | 2014 | 27 | 0 | 1 | 0 | 0 | 0 | 26 |
| New York | 2012 | 219 | 9 | 3 | 4 | 0 | 0 | 221 |
| | 2013 | 221 | 7 | 6 | 0 | 0 | 0 | 222 |
| | 2014 | 222 | 14 | 14 | 0 | 0 | 0 | 222 |

| Col. 1 State | Col. 2 Year | Col. 3 Outlets at Start of Year | Col. 4 Outlets Opened | Col. 5 Termina- tions | Col. 6 Non- Renewals | Col. 7 Reacquired by Franchisor | Col. 8 Ceased Operations- Other Reasons | Col. 9 Outlets at End of the Year |
|-----------------|----------------|--|-----------------------------|-----------------------------|----------------------------|---------------------------------------|--|--|
| North Carolina | 2012 | 141 | 3 | 0 | 2 | 0 | 0 | 142 |
| | 2013 | 142 | 4 | 3 | 0 | 0 | 0 | 143 |
| | 2014 | 143 | 1 | 0 | 0 | 0 | 0 | 144 |
| North Dakota | 2012 | 8 | 0 | 0 | 0 | 0 | 0 | 8 |
| | 2013 | 8 | 1 | 0 | 0 | 0 | 0 | 9 |
| | 2014 | 9 | 1 | 0 | 0 | 0 | 0 | 10 |
| Ohio | 2012 | 124 | 0 | 3 | 0 | 0 | 0 | 121 |
| | 2013 | 121 | 3 | 1 | 1 | 0 | 0 | 122 |
| | 2014 | 122 | 4 | 3 | 1 | 0 | 0 | 122 |
| Oklahoma | 2012 | 37 | 0 | 2 | 0 | 0 | 0 | 35 |
| | 2013 | 35 | 0 | 0 | 0 | 0 | 0 | 35 |
| | 2014 | 35 | 3 | 0 | 1 | 0 | 0 | 37 |
| Oregon | 2012 | 57 | 2 | 1 | 0 | 0 | 0 | 58 |
| | 2013 | 58 | 2 | 3 | 1 | 0 | 0 | 56 |
| | 2014 | 56 | 4 | 1 | 0 | 0 | 0 | 59 |
| Pennsylvania | 2012 | 115 | 6 | 1 | 0 | 0 | 0 | 120 |
| | 2013 | 120 | 3 | 0 | 0 | 0 | 0 | 123 |
| | 2014 | 123 | 4 | 2 | 0 | 0 | 0 | 125 |
| Rhode Island | 2012 | 14 | 0 | 1 | 0 | 0 | 0 | 13 |
| | 2013 | 13 | 0 | 0 | 2 | 0 | 0 | 11 |
| | 2014 | 11 | 0 | 1 | 0 | 0 | 0 | 10 |
| South Carolina | 2012 | 77 | 1 | 2 | 0 | 0 | 0 | 76 |
| | 2013 | 76 | 2 | 1 | 0 | 0 | 0 | 77 |
| | 2014 | 77 | 3 | 1 | 0 | 0 | 0 | 79 |
| South Dakota | 2012 | 10 | 0 | 0 | 0 | 0 | 0 | 10 |
| | 2013 | 10 | 0 | 0 | 0 | 0 | 0 | 10 |
| | 2014 | 10 | 0 | 0 | 0 | 0 | 0 | 10 |
| Tennessee | 2012 | 74 | 0 | 0 | 0 | 0 | 0 | 74 |
| | 2013 | 74 | 3 | 1 | 0 | 0 | 0 | 76 |
| | 2014 | 76 | 3 | 0 | 0 | 0 | 0 | 79 |
| Texas | 2012 | 290 | 12 | 4 | 1 | 0 | 0 | 297 |
| | 2013 | 297 | 12 | 2 | 0 | 0 | 0 | 307 |
| | 2014 | 307 | 16 | 0 | 0 | 0 | 0 | 323 |
| Utah | 2012 | 47 | 0 | 0 | 0 | 0 | 0 | 47 |
| | 2013 | 47 | 0 | 0 | 0 | 0 | 0 | 47 |
| | 2014 | 47 | 1 | 1 | 0 | 0 | 0 | 47 |
| Vermont | 2012 | 7 | 1 | 0 | 0 | 0 | 0 | 8 |
| | 2013 | 8 | 1 | 0 | 0 | 0 | 0 | 9 |
| | 2014 | 9 | 0 | 0 | 0 | 0 | 0 | 9 |
| Virginia | 2012 | 115 | 6 | 1 | 0 | 0 | 0 | 120 |
| | 2013 | 120 | 3 | 0 | 1 | 0 | 0 | 122 |
| | 2014 | 122 | 2 | 0 | 0 | 0 | 0 | 124 |
| Washington | 2012 | 111 | 1 | 2 | 0 | 0 | 0 | 110 |
| | 2013 | 110 | 2 | 2 | 0 | 0 | 0 | 110 |
| | 2014 | 110 | 5 | 3 | 3 | 0 | 0 | 109 |

| Col. 1 State | Col. 2 Year | Col. 3 Outlets at Start of Year | Col. 4 Outlets Opened | Col. 5 Termina- tions | Col. 6 Non- Renewals | Col. 7 Reacquired by Franchisor | Col. 8 Ceased Operations- Other Reasons | Col. 9 Outlets at End of the Year |
|-------------------------|----------------|--|-----------------------------|-----------------------------|----------------------------|---------------------------------------|--|--|
| West Virginia | 2012 | 12 | 0 | 0 | 0 | 0 | 0 | 12 |
| | 2013 | 12 | 0 | 1 | 0 | 0 | 0 | 11 |
| | 2014 | 11 | 0 | 0 | 1 | 0 | 0 | 10 |
| Wisconsin | 2012 | 49 | 0 | 1 | 1 | 0 | 0 | 47 |
| | 2013 | 47 | 0 | 2 | 0 | 0 | 0 | 45 |
| | 2014 | 45 | 1 | 0 | 1 | 0 | 0 | 45 |
| Wyoming | 2012 | 8 | 0 | 0 | 0 | 0 | 0 | 8 |
| | 2013 | 8 | 1 | 0 | 0 | 0 | 0 | 9 |
| | 2014 | 9 | 0 | 0 | 0 | 0 | 0 | 9 |
| District of Columbia | 2012 | 15 | 0 | 0 | 0 | 0 | 0 | 15 |
| | 2013 | 15 | 2 | 0 | 0 | 0 | 0 | 17 |
| | 2014 | 17 | 1 | 0 | 0 | 0 | 0 | 18 |
| Puerto Rico | 2012 | 6 | 0 | 3 | 0 | 0 | 0 | 3 |
| | 2013 | 3 | 0 | 0 | 0 | 0 | 0 | 3 |
| | 2014 | 3 | 0 | 0 | 0 | 0 | 0 | 3 |
| Total | 2012 | 4,343 | 101 | 58 | 26 | 0 | 0 | 4,360 |
| | 2013 | 4,360 | 112 | 47 | 14 | 0 | 0 | 4,411 |
| | 2014 | 4,411 | 132 | 47 | 17 | 0 | 0 | 4,479 |

Table No. 4

**Status of Company-Owned Outlets
For years 2012 to 2014**

| Col. 1 State | Col. 2 Year | Col. 3 Outlets at Start of the Year | Col. 4 Outlets Opened | Col. 5 Outlets Reacquired From Franchisee | Col. 6 Outlets Closed | Col. 7 Outlets Sold to Franchisee | Col. 8 Outlets at End of the Year |
|-----------------|----------------|--|-----------------------------|---|-----------------------------|--|---|
| New York | 2012 | 1 | 0 | 0 | 0 | 0 | 1 |
| | 2013 | 1 | 0 | 0 | 0 | 0 | 1 |
| | 2014 | 1 | 0 | 0 | 0 | 1 | 0 |
| Totals | 2012 | 1 | 0 | 0 | 0 | 0 | 1 |
| | 2013 | 1 | 0 | 0 | 0 | 0 | 1 |
| | 2014 | 1 | 0 | 0 | 0 | 1 | 0 |

Table No. 5
Projected Openings as of December 31, 2014

| Column 1 | Column 2 | Column 3 | Column 4 |
|----------------------|---|--|--|
| State | Franchise Agreements Signed But Outlet Not Opened | Projected New Franchised Outlets In The Next Fiscal Year | Projected New Company-Owned Outlets In the Next Fiscal Year |
| Alabama | 0 | 1 | 0 |
| Arizona | 0 | 3 | 0 |
| Arkansas | 0 | 1 | 0 |
| California | 8 | 13 | 0 |
| Colorado | 0 | 1 | 0 |
| Connecticut | 0 | 2 | 0 |
| District of Columbia | 0 | 1 | 0 |
| Florida | 6 | 10 | 0 |
| Georgia | 0 | 2 | 0 |
| Hawaii | 0 | 1 | 0 |
| Idaho | 0 | 1 | 0 |
| Illinois | 1 | 2 | 0 |
| Indiana | 0 | 1 | 0 |
| Kansas | 0 | 1 | 0 |
| Kentucky | 0 | 1 | 0 |
| Louisiana | 0 | 3 | 0 |
| Maryland | 2 | 3 | 0 |
| Massachusetts | 0 | 2 | 0 |
| Michigan | 0 | 1 | 0 |
| Minnesota | 0 | 1 | 0 |
| Mississippi | 0 | 1 | 0 |
| Missouri | 0 | 2 | 0 |
| Montana | 0 | 1 | 0 |
| Nebraska | 1 | 0 | 0 |
| Nevada | 1 | 1 | 0 |
| New Jersey | 0 | 3 | 0 |
| New Mexico | 0 | 1 | 0 |
| New York | 2 | 5 | 0 |
| North Carolina | 0 | 2 | 0 |
| North Dakota | 0 | 1 | 0 |
| Ohio | 0 | 4 | 0 |
| Oklahoma | 0 | 1 | 0 |
| Oregon | 0 | 1 | 0 |
| Pennsylvania | 0 | 5 | 0 |
| Tennessee | 0 | 2 | 0 |
| Texas | 5 | 11 | 0 |
| Vermont | 0 | 2 | 0 |
| Virginia | 2 | 5 | 0 |
| Washington | 4 | 4 | 0 |
| Wisconsin | 0 | 1 | 0 |

| Column 1 State | Column 2 Franchise Agreements Signed But Outlet Not Opened | Column 3 Projected New Franchised Outlets In The Next Fiscal Year | Column 4 Projected New Company-Owned Outlets In the Next Fiscal Year |
|-----------------------|---|--|--|
| Wyoming | 0 | 1 | 0 |
| Total | 32 | 105 | 0 |

Exhibit 3 Center Directory – “List of Franchisees” is a listing of our existing franchisees as of April 14, 2015 and the addresses and telephone numbers of their Centers (or their contact information if their Centers were not yet open as of that date).

I. TERMINATIONS, INCLUDING NON-RENEWALS

Except for Franchisees who sold their outlets via our franchise transfer process who are listed separately (in II) below, the name, city, state and telephone number of the Franchisees who had an outlet terminated, canceled, or not renewed, or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during the most recently completed fiscal year, or who have not communicated with us within 10 weeks of our disclosure document’s issuance date, are as follows. Blank spaces next to a franchisee’s name mean that we did not have information on the departed franchisee’s city and/or state and/or telephone number. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

| First Name | Last Name | City | State | Phone |
|------------|--------------|----------------|-------|--------------|
| Thomas | Jenkins | Anchorage | AK | 907-787-8513 |
| Richards | Edwards | Harrison | AR | 870-741-4491 |
| Dudley | Talbot | Magnolia | AR | 870-234-1050 |
| James | Severson Jr. | Florence | AZ | 520-723-6733 |
| Matthew | Prusak | Phoenix | AZ | 623-572-0766 |
| Francis | Ocampo | Bakersfield | CA | 661-319-1218 |
| Genc | Gizer | Foothill Ranch | CA | 949-305-2247 |
| Andre | Robinson | La Verne | CA | 909-622-7194 |
| Yoon | Byun | Moreno Valley | CA | 909-839-3809 |
| Gerald | Frazier | San Diego | CA | 619-306-1053 |
| Inhwan | Choi | San Diego | CA | 310-634-2464 |
| Sylvia | Wallis | Ventura | CA | 805-647-3223 |
| George | Espinoza | Colchester | CT | 860-639-8634 |
| Terry | Cragg | Wilmington | DE | 302-429-8688 |
| Joel | Degregorio | Coral Springs | FL | 516-983-8184 |
| Jonghoon | Jwa | Orlando | FL | 386-843-1488 |
| W Ralph | Wills | Tampa | FL | 813-872-7160 |
| Marvin | Edwards | Decatur | GA | 404-772-0532 |
| Theresa | Willy | Coeur D Alene | ID | 208-667-6803 |
| Robert | Thorne | Rexburg | ID | 208-356-4526 |
| Lori | Foresta | Antioch | IL | 847-395-6558 |
| Freddy | Rhodes | Lexington | KY | 859-271-0768 |

| First Name | Last Name | City | State | Phone |
|------------|-----------|------------------|-------|--------------|
| Patrick | Milligan | Slidell | LA | 985-781-3221 |
| Danny | Hubbard | Amesbury | MA | 978-388-9144 |
| Philip | Milot | Hamilton | MA | 978-626-2002 |
| Brian | Miller | Kalamazoo | MI | |
| Gerald | Alcorn | Owosso | MI | 989-729-1122 |
| Robert | Clark | Columbus | MS | 662-327-5200 |
| Thomas | Hagan | Ho Ho Kus | NJ | 201-689-3144 |
| Kishor | Patel | Howell | NJ | 732-961-7770 |
| Kimberly | Whitesage | Albuquerque | NM | 505-792-0917 |
| Robert | Hagan | Brooklyn | NY | 917-697-4568 |
| Helen | Miello | Monroe | NY | 845-661-4006 |
| Young | Kim | Scarsdale | NY | 914-725-9019 |
| Parviz | Davallo | Yorktown Heights | NY | 914-345-7800 |
| Edmond | Pilolli | Canfield | OH | 330-702-1547 |
| Douglas | Hobson | Chillicothe | OH | 740-779-2842 |
| Shane | Fankell | Portsmouth | OH | 740-352-3233 |
| Scott | Zuidema | Broken Arrow | OK | 918-451-1880 |
| Judie | Nelson | Roseburg | OR | |
| Kevin | Brady | Exton | PA | 610-524-7225 |
| Aminah | Shabazz | Philadelphia | PA | 267-307-4724 |
| Sheila | O'Connell | Warwick | RI | 401-821-1503 |
| Laura | Foster | Greenville | SC | 864-616-1420 |
| David | Hoffmann | El Paso | TX | 915-845-8440 |
| Robert | Quayle | El Paso | TX | 440-554-5750 |
| Mark | Coleman | Washington | UT | 435-627-9777 |
| Scott | Williams | Bonney Lake | WA | 253-333-7107 |
| Cheri | Golden | Milton | WA | 206-399-2933 |
| In | Joen | Milton | WA | 253-952-5576 |
| Terry | Mitchell | Olympia | WA | 612-384-5669 |
| Naresh | Bhatt | Sammamish | WA | 425-836-4444 |
| Jill | Staedter | Stevens Point | WI | 715-343-1659 |
| Leo | Lake | Huntington | WV | 304-697-1316 |

II. TRANSFERS

The names, city, state and telephone numbers of the Franchisees who have transferred (*i.e.*, sold and assigned) their franchised business to a TUPSS-approved purchaser during the most recently completed fiscal year are as follows. Blank spaces next to a franchisee's name mean that we did not have information on the departed franchisee's city and/or state and/or telephone number. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

| First Name | Last Name | City | State | Phone |
|------------|-----------|--------------|-------|--------------|
| Jeff | Fabian | Birmingham | AL | |
| Matthew J. | Wargo | Spanish Fort | AL | 251-580-4769 |

| First Name | Last Name | City | State | Phone |
|-------------------|------------------|------------------|--------------|--------------|
| Robert | Porter | Little Rock | AR | 501-664-2557 |
| Carleton | Cooper | Little Rock | AR | |
| Daniel J | Zajdel | Gilbert | AZ | |
| James & Renate | Wylie | Gilbert | AZ | 480-861-2818 |
| Kurt | Hamer | Glendale | AZ | |
| Harold | Darcangelo | Gold Canyon | AZ | 480-809-2997 |
| Loren | Mendez | Mesa | AZ | 480-308-2444 |
| Kimberly | Lindemann | Oro Valley | AZ | 505-379-8077 |
| Karim | Banihashemi | Phoenix | AZ | |
| Patrice | Love-Abram | Phoenix | AZ | 602-942-2885 |
| Scot | Stevenson | Phoenix | AZ | 602-705-7537 |
| Lori | Azar | Scottsdale | AZ | 602-999-9645 |
| Leslie | Walker | Surprise | AZ | 623-694-0709 |
| William | Leyva | Tucson | AZ | 602-744-3975 |
| Todd | Meeks | Tucson | AZ | 520-615-1875 |
| James & Lori | Maxwell | Brentwood | CA | |
| Amy | Pountain | Chula Vista | CA | 619-316-8299 |
| Daryl | France | El Cajon | CA | 619-749-3011 |
| Tai | Nguyen | El Dorado Hills | CA | 916-939-0835 |
| Gurminder | Khanijhan | Elk Grove | CA | 916-688-8555 |
| Joe | Nam | Garden Grove | CA | 714-638-7365 |
| Terry | Nguyen | Lake Forest | CA | 949-351-5630 |
| Julie | Bedard | Long Beach | CA | 562-594-4088 |
| Megan | McCaslin | Palo Alto | CA | 650-566-1284 |
| Bernard | Elwell | Paso Robles | CA | 805-712-4902 |
| Ken & Rita | Imah | Pinole | CA | |
| Hoa | Bao | Rosemead | CA | 620-573-2610 |
| Dennis | Stein | San Diego | CA | 858-663-7752 |
| Steve | Wong | San Francisco | CA | 415-282-5891 |
| Soo | Kim | San Jose | CA | 408-947-9838 |
| Michael | Gunning | San Ramon | CA | |
| Tazhoon | Kim | Saratoga | CA | 408-391-9977 |
| Prameela | Reedy | Valencia | CA | 661-254-2358 |
| Francis | Gomez | Walnut Creek | CA | 925-937-6346 |
| Joseph | Casey | Woodland Hills | CA | 818-702-0456 |
| Hyuncheol | Lee | Colorado Springs | CO | 719-573-5421 |
| Richard | Ballard | Greeley | CO | |
| Meho | Micijevic | Highlands Ranch | CO | 320-934-6104 |
| Terrance | Hubbard | Littleton | CO | |
| Sandra | Holt | Peyton | CO | 719-237-9757 |
| Jeffrey | Searle | Peyton | CO | 719-495-6641 |
| Sam & Kay | Morgan | Pueblo | CO | 719-251-9860 |
| Grant | Davidson | Greenwich | CT | 203-266-6297 |
| Louis | Mitchell | Stamford | CT | |

| First Name | Last Name | City | State | Phone |
|----------------|-------------|-------------------|-------|--------------|
| William | Morris | Stamford | CT | |
| Sandy | Farmer | Appollo Beach | FL | 813-690-1902 |
| Nilesh | Parikh | Boynton Beach | FL | 561-752-4250 |
| Edward | Dezic | Boynton Beach | FL | 561-968-9992 |
| Gardner | Wetenhall | Clearwater | FL | 727-424-8231 |
| Estate of Tim | Donovan | Davenport | FL | |
| Charles | Richardson | Destin | FL | 850-585-9807 |
| James K | Sovel | Ebro | FL | 850-230-0979 |
| Jennifer | Lewis | Gainesville | FL | 352-359-0185 |
| Alan | Friedman | Hollandale | FL | 954-376-6220 |
| Maria | Colon | Jacksonville | FL | 305-652-0551 |
| Godfrey | Willis Jr. | Jacksonville | FL | 904-612-9892 |
| Michele | Beach | Key Largo | FL | 305-451-9334 |
| Carole | McDonald | Lake Mary | FL | 407-805-9797 |
| Paul | Osborne | Merritt Island | FL | 321-632-7375 |
| Carol | Smith | Orlando | FL | 407-803-5860 |
| Kalpesh | Patel | Orlando | FL | 321-946-6332 |
| Louis | Bantis | Palm Bay | FL | 321-951-0551 |
| Glen | Myers | Palm Harbor | FL | 727-781-7618 |
| Judy | Gibson | Palm Harbor | FL | 727-642-7208 |
| Harry | Burnett | Pensacola | FL | 850-477-1853 |
| Charlie W. | Allen, Jr. | Pensacola | FL | 850-292-7116 |
| Jim | Pagliaroli | Plantation | FL | 954-474-3636 |
| Brett | Duncan | Ponte Verde Beach | FL | 904-285-2345 |
| Vickie | Grigsby | Riverview | FL | |
| James | Haun Sr. | Saint Petersburg | FL | |
| Rajsekhar | Knoa | Sarasota | FL | 945-923-2342 |
| Divyan | Patel | St. Augustine | FL | 321-695-8291 |
| Alfred & Rhoda | Gonzalez | Tampa | FL | 813-792-9387 |
| Sundh | Mahtani | Tampa | FL | 813-962-1265 |
| Bhupendra | Amin | Titusville | FL | 321-917-4547 |
| James | Roswell | Venice | FL | 941-484-9605 |
| Catherine | Parks | Winter Springs | FL | 407-465-1700 |
| Greg | Genske | Alpharetta | GA | |
| Nupur | Prasad | Atlanta | GA | |
| Madhulika | Purahit-Ozo | Atlanta | GA | 678-595-4260 |
| Tom H.W. | Van Harte | Blairsville | GA | 706-781-3492 |
| John | Anderson | Columbus | GA | |
| Angel | Daly | Columbus | GA | 334-448-4978 |
| Margaret | Sisca | Dacula | GA | 770-926-4702 |
| Beth | Keener | Ellijay | GA | 780-276-9995 |
| John G | Menzies | Jasper | GA | 770-436-5180 |
| Barry | Wright | Kathleen | GA | 770-252-4391 |
| Gopichand | Manney | Kennesaw | GA | 770-425-4708 |

| First Name | Last Name | City | State | Phone |
|-------------------|------------------|------------------|--------------|--------------|
| Gulzar | Mohammed | Lilburn | GA | 770-717-9387 |
| Johanes | Cabrera | Lilburn | GA | 678-481-5295 |
| David | Grossman | Roswell | GA | 678-381-7351 |
| Jonathon | Boothe | Savannah | GA | 912-507-4430 |
| Estate of James | Lee | Sutter | GA | |
| Miles | Bry | Tucker | GA | 404-985-8310 |
| Thomas | Kell | Woodstock | GA | 770-693-2926 |
| Steven | Thayer | Woodstock | GA | 770-924-1274 |
| Carroll E | Madsen | Boise | ID | 208-375-7002 |
| Carroll E | Madsen | Boise | ID | 208-375-7002 |
| Cathie | Barnett | Bannockburn | IL | 847-774-7741 |
| Bryan | Barnett | Bannockburn | IL | 847-945-4522 |
| Roger | Underwood | Edwardsville | IL | 618-692-8150 |
| Frank | Blasi | Geneva | IL | 630-876-4952 |
| Hong Suk | Park | Mount Prospect | IL | 312-479-3663 |
| Mario | Hernandez | Naperville | IL | 708-227-0367 |
| Penny & Ronald | Levin | Roselle | IL | 630-529-4633 |
| Steven | Stange | Corydon | IN | 812-972-4545 |
| David | Reando | Evansville | IN | 812-853-7514 |
| Roy | Vallance | Floyds Knobs | IN | 812-923-3477 |
| Byron | Ayers | New Albany | IN | 812-246-8956 |
| Donna | Bryant | Seymour | IN | 812-522-4757 |
| Terri | Messer | Overland Park | KS | |
| Lanny | Bradley | Spring Hill | KS | |
| Mostafa M. | Elmaghraby | Bedford | MA | 617-835-4878 |
| Blair | Payne | Bradford | MA | 978-372-3161 |
| Carmine | Cafasso | East Boston | MA | 617-567-1370 |
| Robert | Meisser | Tewksbury | MA | 978-621-8417 |
| Cathy | Manahan | Westport | MA | 508-994-0505 |
| Mukesh | Patel | Belcamp | MD | |
| James | Witthar | La Plata | MD | 301-934-2486 |
| Andrew S. | Watmough | Perry Hall | MD | 443-458-5751 |
| Michael | Rancourt | Portland | ME | 207-753-0963 |
| Karen | Drapinski | Clarkston | MI | |
| Thomas J. | Grzywacz | Dearborn Heights | MI | 313-274-9750 |
| Willa | Levin | Grosse Pointe | MI | |
| Laurie Ann | Cobb | Howell | MI | 517-546-3956 |
| Robert | Leach | Arnold | MO | 314-576-7306 |
| James M | Schloeman, Jr. | Chesterfield | MO | 636-346-1580 |
| Kerry D. | Allen | Chesterfield | MO | |
| Michael | Clamors | Fenton | MO | 314-800-6669 |
| Robert & Sarah | Scollay | Florissant | MO | |
| Pete | Cavesina | Marshfield | MO | |
| Adrian | Denbow | Pevely | MO | 636-475-3369 |

| First Name | Last Name | City | State | Phone |
|---------------|--------------|------------------|-------|--------------|
| Hemant | Patel | St. Charles | MO | |
| Gilder | Varn | Troy | MO | |
| Travis | Smith | West Plains | MO | 417-256-6634 |
| Ed | Anderson | Lakeside | MT | 406-250-1099 |
| Jon | Theede | Arden | NC | 828-674-9911 |
| Anthony | Myers | Cary | NC | 914-618-1632 |
| Jeffrey | Thomas | Charlotte | NC | 704-846-6994 |
| Yanti | Santoso | Charlotte | NC | 704-724-4822 |
| Mumukshu | Brahmbhatt | Indian Trail | NC | 704-882-8939 |
| Joyce | Overfelt | Pfafftown | NC | 336-924-6121 |
| Michael | Limbouris | Raleigh | NC | 919-522-3884 |
| Ferdinando | Camaya | Raleigh | NC | 919-618-2142 |
| James | Johnson | Lincoln | NE | 402-617-8815 |
| Troy | Strom | Norfolk | NE | 402-311-7358 |
| Alexis | Becerra | Omaha | NE | 402-968-6309 |
| Roger N | Tuttle Jr. | Seabrook | NH | |
| John A | McMaster | Basking Ridge | NJ | 908-482-4247 |
| Thomas R. | Haug | Cranford | NJ | 609-953-5644 |
| Mihir K. | Basu | Dunnellen | NJ | 732-545-5313 |
| Steven | Gray | Mantua | NJ | |
| Wajiha | Salim | North Haledon | NJ | |
| Sam | Vinnick | Ocean City | NJ | 609-501-1144 |
| John | Anderson | Princeton | NJ | |
| Ketan | Sawhney | Ramsey | NJ | 201-484-0242 |
| Michael J | Belessis | Sparta | NJ | 973-670-2686 |
| Jim | Beeson | Albuquerque | NM | 505-610-3336 |
| Cheryl | Bradley Myer | Albuquerque | NM | 505-366-3845 |
| Rick & Nettie | Cebada | Rio Rancho | NM | 505-391-9194 |
| Robert | Rios | Silver City | NM | 303-340-2912 |
| David | Logan | Las Vegas | NV | 702-873-9520 |
| John | Stanton | Las Vegas | NV | 702-218-0956 |
| Peter | Bernth | Las Vegas | NV | 702-648-0800 |
| Richard K | Beach | Albany | NY | |
| Gerrit C. | Smith | Baldwinsville | NY | 315-363-8694 |
| Susan | Zach | Buffalo | NY | 716-833-8183 |
| Ronald | Klusacek | Evan Mills | NY | 315-489-6110 |
| Chong | Tan | Flushing | NY | 718-986-8112 |
| Yaaciv | Mizrahi | Great Neck | NY | 516-829-1108 |
| Frank | Markiewicz | Hamburg | NY | 716-648-9844 |
| Richard | Kunz | Kings Park | NY | 631-979-7637 |
| Lisa | Radefeld | Miller Place | NY | 631-642-9419 |
| David | Perry | Pittsford | NY | 585-383-9156 |
| Stephen | Ehrling | Rockville Center | NY | 516-663-4305 |
| David | Cornett | Canal Winchester | OH | 614-307-5835 |

| First Name | Last Name | City | State | Phone |
|---------------------|------------------|----------------|--------------|--------------|
| Jack | Jensen | Centerburg | OH | 614-625-5783 |
| Gary | Jones | Franklin | OH | 937-743-1377 |
| Jeff | Gilman | Mansfield | OH | 303-464-7922 |
| Samir | Petal | Peynoldsburg | OH | 614-893-8249 |
| Loismarie | Judy | Stow | OH | 216-688-3457 |
| Scott E | Myers | Beaverton | OR | 503-747-5884 |
| Julia | Kennedy | Sandy | OR | 503-668-9118 |
| Cheng-Huei | Chung | Tigard | OR | 503-472-6866 |
| August | Maier | Avalon | PA | 412-766-0760 |
| Rachelle | Totin | Butler | PA | |
| Larry | Sprankle | Dallas | PA | 570-675-1905 |
| Mark | Mercure | Doylestown | PA | 215-776-6607 |
| Michele | Doleski | Erie | PA | |
| Martin | Eisenhart | Hanover | PA | 717-465-6559 |
| John | Zerga | Honesdale | PA | |
| Tim & Drena | Elder | Mechanicsburg | PA | 717-816-1975 |
| Philip | Rosbach | Aiken | SC | 803-643-0945 |
| Blake | McDonald | Beaufort | SC | 843-837-2588 |
| Estate of James | Lee | Florence | SC | |
| R Norris | Morgan, Sr. | Greenville | SC | 864-597-1740 |
| Tom | Currier | Greenville | SC | 864-630-3264 |
| Melanie | Sills | Lake Wylie | SC | 704-974-3335 |
| Josh | Hermann | Simpsonville | SC | 864-963-0544 |
| Estate of James | Lee | Timmons ville | SC | |
| Tom | Lester | Chattanooga | TN | 423-877-7680 |
| Mary | Cooper | Clarksville | TN | |
| Dorothy | Jarrett | Clarksville | TN | 615-876-3967 |
| Charlotte & William | Anderson | Gallatin | TN | 615-347-2267 |
| Dean | Czerwinski | Hendersonville | TN | 615-338-0261 |
| Ronnie G | Nash | Knoxville | TN | |
| Robert | Smiddy | Sevierville | TN | |
| Estate of Brian | Stermer | Austin | TX | |
| J. Scott | Berry | Bastrop | TX | 512-934-3569 |
| Dwayne | Hart | Boerne | TX | 830-336-3385 |
| Al | Velo | Boerne | TX | 830-336-4811 |
| Suliman | Al-Rasheed | Crosby | TX | 281-462-1161 |
| Gregg | Simmons | Magnolia | TX | 281-960-9359 |
| Damon | Wyatt | Montgomery | TX | 936-582-6953 |
| Keith | Fife | San Antonio | TX | 210-698-7629 |
| David | Rogoff | San Antonio | TX | 210-930-2816 |
| Randall J. | Henkes | San Antonio | TX | 210-842-1345 |
| Randall J. | Heflin | San Antonio | TX | 210-979-7888 |
| James | Watts | Shavano Park | TX | 210-698-8704 |

| First Name | Last Name | City | State | Phone |
|----------------|-----------|--------------------|-------|--------------|
| Anil | Patel | Southlake | TX | |
| Jay | Lighthall | North Ogden | UT | |
| James | Duffin | Riverton | UT | |
| Julie | Sterling | Arlington | VA | 917-750-5095 |
| Susan | Parker | Culpeper | VA | |
| Nitin | Patel | North Chesterfield | VA | 804-372-8296 |
| Syed | Syedzare | Springfield | VA | 703-644-1157 |
| Glenn | James | Suffolk | VA | |
| W Steve | Stocks | Virginia Beach | VA | 757-621-9761 |
| Randy & Alison | Williams | Auburn | WA | 253-569-1109 |
| Wendy | Brown | Battle Ground | WA | 360-448-0789 |
| C. | Gorman | Burlington | WA | 360-707-5631 |
| Samuel | Indorf | Ellensburg | WA | 509-448-8202 |
| Thomas & Liya | Mitchell | Olympia | WA | 360-539-8319 |

Franchisees signed confidentiality clauses during the last 3 fiscal years. In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experience with our franchise system. 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. Less than 1% of our entire franchise system (current and former franchisees) signed confidentiality clauses during any of our past 3 fiscal years restricting them from discussing with you their experiences as a franchisee in our franchise system.

We have a The UPS Store Franchisee Advisory Council (“FAC”). The FAC’s officers are The UPS Store franchisees. These officers are elected by their peers (*i.e.*, their fellow The UPS Store franchisees), and there are regularly scheduled FAC elections that we help to administer. We established FAC and cover FAC officers’ reasonable, approved FAC-related expenses (*e.g.*, travel to meetings). The FAC’s mission is to represent the collective interests of our The UPS Store domestic franchisee community and to advise us on a wide variety of business initiatives, programs and priorities facing our The UPS Store franchise system. You can receive the contact information (*i.e.*, names, business phone numbers, email addresses, business mailing addresses) of the elected FAC officers by calling us at (858) 455-8800 and asking for our Franchise Services Department, as FAC does not have its own separate address.

The following independent franchisee organizations have asked to be included in this disclosure document: The UPS Store Area Franchisee Association at afaboard@theupsstore.com and the National TUPSSO Franchise Owners Association at Association@tupsssofoa.org, 19785 W 12 Mile Rd., Southfield, MI 48076, (248) 559-1690.

ITEM 21 FINANCIAL STATEMENTS

Attached to this disclosure document as Exhibit 6 are the separate, audited consolidated financial statements, detailed below, of: (1) The UPS Store, Inc.; and (2) United Parcel Service, Inc. (“UPS”), our parent company.

Our audited financial statements consist of:

1. Independent Auditor’s Report;

2. Consolidated Balance Sheets as of and for the years ended December 31, 2014 and 2013;
3. Consolidated Statements of Income and Retained Earnings for each of the 3 years in the period ended December 31, 2014;
4. Consolidated Statements of Cash Flows for each of the 3 years in the period ended December 31, 2014; and
5. Notes to Consolidated Financial Statements.

UPS's audited financial statements consist of:

1. Report of Independent Registered Public Accounting Firm on Internal Control over Financial Reporting;
2. Report of Independent Registered Public Accounting Firm;
3. Consolidated Balance Sheets as of December 31, 2014 and December 31, 2013;
4. Consolidated Statements of Income, Comprehensive Income, and Cash Flows for each of the 3 years in the period ended December 31, 2014; and
5. Notes to Consolidated Financial Statements.

Please note that we are including UPS's audited financial statements because UPS commits to perform certain post-sale obligations for us. However, UPS has not guaranteed and does not guaranty to you our performance of obligations that we owe you under our written agreements with you, including your The UPS Store Franchise Agreement.

ITEM 22 CONTRACTS

The following contracts that are Exhibits to this disclosure document are attached in the following order:

- | | |
|-----------|---|
| Exhibit 1 | Franchise Agreement |
| | Contracts that are Exhibits to the Franchise Agreement: |
| | <ol style="list-style-type: none"> A. Personal Guarantee C. Conditional Assignment of Telephone Numbers D. Non-Competition and Non-Solicitation Agreement E. Software License F. Security Agreement G. Equipment Lease H. Transfer, Renewal, and Re-Opening Upgrade Agreements I. Addendum to Lease J. Spousal Consent K. The UPS Store Carrier Agreement L. Intentionally Omitted |
| Exhibit 2 | Center Option Agreement |

| | |
|------------|---|
| Exhibit 4 | Letter of Intent for Franchise (a) For New Applicants (b) For Existing Franchisees & New VetFran Applicants |
| Exhibit 5 | Forms of General Release (in Renewal and Transfer Contexts) |
| Exhibit 11 | TUPSS Financing Documents |
| Exhibit 12 | Acknowledgment Regarding Risk Factors |

ITEM 23 RECEIPTS

Two copies of an acknowledgment of your receipt of this disclosure document appear as Exhibit 13-1 and 13-2. If you receive this disclosure document via our electronic (Internet-based) disclosure system, you will be prompted on how to “electronically sign” your acknowledgment of receipt of this disclosure document. Our electronic disclosure system allows you to print for your records a copy of your “e-signed” disclosure document receipt. If you do not receive electronic disclosure of this disclosure document (*i.e.*, you receive directly from us a bound paper copy of this document, plus the separately bound Center Directory), please return one executed copy (Exhibit 13-2) to us and retain the other executed copy (Exhibit 13-1) for your records.

FRANCHISE AGREEMENT

THE UPS STORE, INC.
A Delaware Corporation
6060 Cornerstone Court West
San Diego, California 92121
(858) 455-8800

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FRANCHISE AGREEMENT

THIS AGREEMENT IS ENTERED INTO BY AND BETWEEN THE UPS STORE, INC. ("TUPSS"), A DELAWARE CORPORATION, AND THE PERSON OR PERSONS OR LEGAL ENTITY LISTED BELOW DESCRIBED AS "FRANCHISEE."

FRANCHISOR "TUPSS": THE UPS STORE, INC.,
A DELAWARE CORPORATION

FRANCHISEE: FULL LEGAL NAME
See attached Ownership Information Form

LOCATION OF FRANCHISEE'S THE UPS STORE® CENTER:

(Street address)

(City)

(State)

(Zip code)

THE UPS STORE CENTER NO. _____

IN THIS AGREEMENT, CAPITALIZED WORDS AND PHRASES SHALL HAVE THE MEANINGS SET FORTH IN SECTION 23.

TUPSS (either directly or through its Affiliate) owns and has the right to license certain Marks, including "The UPS Store," the distinctiveness and value of which are acknowledged by Franchisee;

TUPSS has developed and continues to develop know-how and a comprehensive System for operating Centers which provide from retail locations, or elsewhere at TUPSS's direction and/or with its prior written consent, authorized postal, packaging, shipping, business, communication, and other goods and services;

TUPSS has developed and continues to develop and provide services, sales development programs and other related benefits for use by its franchisees under the Marks and System;

Franchisee acknowledges substantial goodwill and business value in the Marks, System and services, and Franchisee understands and accepts the importance of TUPSS's Standards and Specifications for quality, appearance, and service to the value of the System, and the necessity of operating Franchisee's business activities in conformity with the System as it exists now and as it may be modified from time to time; and

Franchisee desires to acquire from TUPSS, and TUPSS is willing to grant Franchisee, a franchise upon the terms and subject to the conditions set forth in this Agreement.

NOW THEREFORE, IN CONSIDERATION OF THE FOREGOING, THE FEES AND OTHER SUMS PAYABLE BY FRANCHISEE AND THE MUTUAL COVENANTS CONTAINED IN THIS AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

1. GRANT OF FRANCHISE, RELOCATION, TERRITORY & NON-TRADITIONAL SITE RIGHT OF FIRST REFUSAL

1.1 Grant of Franchise and Relocation

- a. TUPSS hereby grants Franchisee, and Franchisee hereby accepts, the limited right and license during the Term to use and display the Marks, and to use the System, to operate one (1) Center at, and only at, the Location upon the terms and subject to provisions of this Agreement and all ancillary documents hereto.
- b. Franchisee may relocate Franchisee's Center (even within the Territory) only with TUPSS's prior written consent, and upon such terms and conditions as TUPSS may prescribe in the Manuals, which may include: (i) modification of the boundaries of the Territory; and (ii) upgrading, renovating or remodeling the proposed new location to the then-current design and other criteria or specifications indicated in the Manuals.

1.2 Territory

During the Term:

- a. Except as set forth in this Section 1.2, neither TUPSS nor its Affiliates will own or operate a Center, as that term is specifically defined herein, nor license or franchise others to do so at any site located within the Territory.
- b. Subject to "Franchisee's Right of First Refusal for Non-Traditional site Development" set forth in Section 1.3 below, TUPSS or its Affiliates may own or operate, or license or franchise others to own or operate, Centers at Non-Traditional sites at any site within the Territory.
- c. TUPSS expressly reserves (for itself and for its Designees) the exclusive, unrestricted right to produce, franchise, license, sell, distribute and market any products or services (under any brands, including, but not limited to, the Marks) from any Retail Outlets (including, but not limited to, traditional Centers or Non-Traditional sites) the physical premises of which are located outside of the Territory, regardless of (i) the proximity of such Retail Outlet to the Franchisee's Center at the Location, or (ii) whether or not such products or services are purchased by customers whose residences or places of business are located within the Territory.
- d. TUPSS expressly reserves (for itself and for its Designees) the exclusive, unrestricted right to sell, distribute and market any products or services (under any brands, including, but not limited to, the Marks) to any customers (wherever located) through all Retail Outlets and other distribution channels physically located or otherwise operating within or outside the Territory (but not through traditional Centers the physical premises of which are located within the Territory).

Without limiting the generality of the foregoing, TUPSS (and its Designees) may utilize the following alternative channels or methods of distribution under this Section 1.2(d): the Internet and other electronic communications methods, mail order catalogs, direct mail advertising, and telemarketing. In addition, United Parcel Service, Inc. and its operating subsidiaries (but not including TUPSS) have the right to sell UPS products and services through customer counters, air service counters, drop boxes, and independently owned businesses (CMRA and non-CMRA) that also function as authorized shipping outlets but do not operate under the System, whether such alternative channels or methods of distribution are physically located or otherwise operating within or outside the Territory.

- e. TUPSS and its Affiliates may, without any restrictions whatsoever, engage in any other activities they desire within or outside of the Territory that are not specifically prohibited under this Section 1.2 or elsewhere in this Agreement, including, but not limited to, the activities described in Sections 1.2(c) and (d) above.
- f. Nothing herein shall grant Franchisee any options, rights of first refusal or similar rights to acquire additional franchises within the Territory or areas contiguous to the Territory or anywhere else, and Franchisee acknowledges that Franchisee and other franchisees, and TUPSS and its Affiliates, are not prohibited from serving customers based on their residence or place of business, and that such customers, including customers located in Franchisee's Territory, are free to patronize any Center or TUPSS business of their own choosing.
- g. Franchisee's rights to the Territory described herein shall continue during the initial term hereof and shall be subject to modification, at TUPSS's reasonable sole discretion, at the time of transfer or renewal of this Agreement.
- h. Franchisee may not open or operate any Kiosk, within or outside the Territory, without TUPSS's prior written consent, and TUPSS may require Franchisee to sign a separate form prescribed by TUPSS addressing such Kiosk's training, staffing, operational, and other requirements, which do not provide TUPSS the ability to exercise direct or indirect control over the working conditions of the Center's employees (except to the extent such indirect control is related to TUPSS's legitimate interest in protecting the quality of its products/services or brand), and confirming that Franchisee's operation of such Kiosk is governed by this Agreement's terms and conditions.

1.3 Franchisee's Right of First Refusal for Non-Traditional Site Development

- a. During the Term, if Franchisee and its Affiliates are then in substantial compliance with all operating and other obligations under this Agreement and all other franchise agreements then in effect between TUPSS and Franchisee and its Affiliates for Centers, and if Franchisee also then satisfies TUPSS's then current financial and operational criteria for the acquisition of additional franchises for Centers (including, if applicable, the criteria to be approved as an MCO), TUPSS grants to Franchisee a right of first refusal to attempt to secure the real estate rights and franchise rights for Centers at Non-Traditional sites within the franchise Territory solely in conformance with the procedures and conditions described in Sections 1.3(b) through 1.3(g) below.

- b. If and when (i) TUPSS receives any bona fide opportunity from a qualified franchisee or prospective franchisee (in the form of a lease or option or letter of intent signed by a landlord and containing a contingency provision requiring franchisor's approval, hereafter "Third-Party Notice") to develop a Center at or within a Non-Traditional site within Franchisee's Territory, and (ii) TUPSS decides that the proposed terms and conditions are acceptable, then TUPSS must promptly forward a copy of such Third-Party Notice to Franchisee via Certified Mail, return receipt requested, or via overnight mail service (with recipient's signature required).
- c. If Franchisee seeks to exercise its right of first refusal, then Franchisee will have ten (10) days from the date of its receipt of the Third-Party Notice to deliver to TUPSS a written "Franchisee Exercise Notice" that must unconditionally accept any and all terms and conditions that were contained in the Third-Party Notice. Such delivery must be via Certified Mail (return receipt requested) or via overnight mail service (with recipient's signature required).
- d. Franchisee understands that its attempt to exercise its right of first refusal under this provision will not be effective unless, after providing the Franchisee Exercise Notice to TUPSS, Franchisee also promptly delivers to TUPSS a fully executed "Addendum to Lease" that would modify the lease corresponding to such Non-Traditional site.
- e. Franchisee further understands and agrees that its attempted exercise of its right of first refusal may be prevented from becoming effective if and when the party with whom the third party has contracted (i.e., landlord) refuses for any reason to permit the assignment of such third party's contract rights in such Non-Traditional site to Franchisee.
- f. If Franchisee effectively exercises its right of first refusal for Non-Traditional site development under this provision, then such Non-Traditional site may be developed without having to execute a "Center Option Agreement" or pay a Center Option Fee.
- g. Notwithstanding the foregoing, Franchisee understands that the right of first refusal described above shall not be granted to Franchisee with regard to any opportunities to develop a Non-Traditional site within Franchisee's Territory where such opportunity is part of: (i) an opportunity with either (A) a governmental organization (including, but not limited to, a U.S. military service), (B) an educational organization, (C) a convention center, (D) a tribal venue, (E) an airport, or (F) a hotel, or any authorized representative of any such organization; or (ii) a multiple location opportunity with a privately or publicly owned business organization, in which case TUPSS or its Affiliates may pursue and develop such Non-Traditional sites within Franchisee's Territory with such organization.

2. TERM AND RENEWAL

- 2.1 The term of this Agreement shall begin on the Effective Date and shall continue for a period of ten (10) years, unless sooner terminated properly as provided herein (the “Term”). In the event Franchisee fails to renew or TUPSS elects not to renew this Agreement (in accordance with Sections 2.2 and 2.3), this Agreement will expire. Expiration of this Agreement shall constitute termination for all purposes and effects. Franchisee agrees to operate the Center in compliance with this Agreement for the entire Term, unless sooner terminated properly as provided herein.
- 2.2 Provided that Franchisee shall have complied with all the terms of this Agreement, and subject to fulfillment of the conditions in Section 2.3 below, Franchisee shall have the right and option to renew the franchise granted pursuant to this Agreement for successive periods of ten (10) years each.
- 2.3 As conditions to renewal, Franchisee must:
- a. provide TUPSS written notice (“Renewal Notice”) of Franchisee’s intent to renew this franchise not less than six (6) months nor more than thirteen (13) months prior to the end of this Agreement’s Term;
 - b. pay a renewal fee in an amount equal to twenty-five percent (25%) of the initial franchise fee specified in the Then-Current Agreement for new Centers (the “Renewal Fee”) not later than 6 months prior to the end of the Term;
 - c. execute the Then-Current Agreement for new Centers and all other documents or instruments required by TUPSS in connection therewith;
 - d. be in compliance with this Agreement, including payment of all fees due, the requirements described in the Manuals, and all other agreements then in effect between TUPSS or its Affiliates and Franchisee;
 - e. be current with all financial obligations to third parties, including Franchisee’s landlord and other vendors of products or services for Franchisee’s Center;
 - f. prior to the deadline set forth in Franchisee’s Upgrade Agreement, upgrade, remodel and refurbish the interior and exterior image of Franchisee’s Center as mandated by TUPSS to comply with TUPSS’s then-current Standards and Specifications as described in the Manuals;
 - g. execute a general release (in a form prescribed by TUPSS) in favor of TUPSS and TUPSS’s Affiliates from any claims arising during the term of this Agreement;
 - h. provide TUPSS written confirmation, satisfactory to TUPSS, that Franchisee maintains the right to possess the Center at the Location for the ten (10) year term of the renewal Franchise Agreement;
 - i. if Franchisee leases its Center from a third-party lessor (landlord), deliver to TUPSS (if it has not already done so) an “Addendum to Lease” that is fully executed between the lessor and the renewing franchisee, covering the ten (10)

year term, plus any extensions thereof. A sample of the “Addendum to Lease” that must be signed and provided to TUPSS is attached as an exhibit to this Agreement;

- j. no later than sixty (60) days prior to the end of this Agreement’s term, Franchisee must have purchased from TUPSS all of the equipment (including computers) required in order to upgrade Franchisee’s Center to then-current System Standards and Specifications for POS System hardware, software and any other computer-related systems required for Centers;
 - k. successfully complete Certified Operator Training at Franchisee’s sole expense;
 - l. not be subject to any legal determination and/or claims that it and TUPSS are joint employers; and
 - m. not have contested, either directly or indirectly, any finding or determination that TUPSS and Franchisee are not joint employers.
- 2.4 If and when TUPSS receives Franchisee’s timely renewal notice, TUPSS agrees to give Franchisee notice, not later than sixty (60) days after receipt of the Renewal Notice, of TUPSS’s decision whether Franchisee has the right to enter into a renewal Franchise Agreement. Notwithstanding that TUPSS’s notice may state that Franchisee has the right to enter into a renewal Franchise Agreement, any such right would be subject to Franchisee’s continuing compliance with all of the provisions of this Agreement up to the date of its expiration/termination.

3. SITE LOCATION AND CONSTRUCTION OF CENTER

3.1 Site Location

The location of Franchisee’s Center, set forth on page one of this Agreement, has been accepted by TUPSS. Nevertheless, TUPSS’s acceptance of the location set forth above as the Location shall in no way constitute a representation or an express or implied warranty as to the viability or success of a Center at such location. Upon TUPSS’s acceptance of such proposed location, such location shall be deemed to be the “Location,” as defined herein.

3.2 Franchisee’s Lease

Franchisee shall not enter into any lease or purchase agreement for the Location unless and until (i) Franchisee shall have submitted to TUPSS all site-related information required by TUPSS; and (ii) TUPSS shall have accepted such proposed Location and the terms of said purchase agreement or Franchisee’s Lease for the Location, as applicable. Franchisee shall deliver to TUPSS a true and correct copy of Franchisee’s Lease for the Location, if applicable, fully executed, within five (5) business days after TUPSS’s request. If not so provided upon TUPSS’s request, Franchisee authorizes TUPSS to contact the landlord directly to obtain from the landlord a copy of Franchisee’s Lease for the Location. Nevertheless, Franchisee acknowledges that TUPSS is not obligated to review Franchisee’s Lease (or real estate purchase agreement) prior to or after TUPSS’s acceptance or rejection of the proposed Location. Franchisee shall duly and timely perform all of the terms, conditions, covenants and obligations imposed upon Franchisee

under Franchisee's Lease. Franchisee promises that its Center's Lease shall be subject to the "Addendum to Lease" (attached as Exhibit I to this Agreement), which provides (in summary) as follows:

- (a) that TUPSS has the right (but not the duty) to assume Franchisee's Lease upon (i) Franchisee's (tenant's) uncured default under Franchisee's Lease, (ii) Franchisee's (tenant's) non-renewal of Franchisee's Lease, or (iii) the termination and/or expiration of this Agreement; and
- (b) that Franchisee's landlord shall not unreasonably withhold or delay its consent if and when TUPSS (if it has exercised its rights under the "Addendum to Lease") seeks to assign the Lease to any third party that is creditworthy and meets TUPSS's then-current standards and requirements for franchisees; and
- (c) if Franchisee's Lease or this Agreement is terminated and/or expires, and TUPSS fails to exercise its right to assume Franchisee's Lease, Franchisee agrees to promptly de-identify the Premises and remove signs, decor and other items which TUPSS reasonably requests be removed as being distinctive and indicative of a Center. TUPSS (or its designee) may enter upon the leased premises without being guilty of trespass to effect such de-identification if Franchisee fails to do so within ten (10) days after such termination or expiration. Franchisee shall pay TUPSS for its reasonable costs in effecting de-identification.

In addition to the requirements specified above, Franchisee must be the named tenant, and sign as tenant, under the Lease for the Location. Franchisee may not, for example, occupy the Location via a Lease signed by the landlord and an Affiliate of Franchisee.

3.3 Center Design

Upon receipt from TUPSS's Center Development Coordinator of completed pre-construction forms and as-built drawings of the Location, TUPSS shall provide to Franchisee a Center design for the Location containing TUPSS's design requirements, including building specifications (locations of walls, counters, retail displays, fixtures, and equipment) (the "Center Design"). TUPSS does not represent or warrant design compliance with Applicable Laws, including the ADA (Americans with Disabilities Act). Franchisee shall, at its sole cost and expense, ensure that the Center Design complies with all Applicable Laws (including the ADA), and Franchisee shall obtain any required architectural seals, engineering seals and other required approvals. The cost of any leasehold improvements, equipment, fixtures and displays, and of any architectural and engineering drawings, are Franchisee's sole responsibility. Franchisee must utilize TUPSS's design department to prepare and complete all construction drawings for new Centers, remodels, relocations, conversions, Kiosks and upgrades, which services shall be subject to TUPSS's then-current fees, as described in the Manuals.

3.4 Center Development Coordination

TUPSS's designated "Center Development Coordinator" shall provide and manage a general contractor for the construction of the Center at the Location (the "Center Development Coordination Services"), including the initial construction of the Center (as provided in Section 3.5), remodels, relocations, conversions, and image upgrades. TUPSS's designated Center Development Coordinator shall provide such services as are

customarily provided by a construction supervisor, including acting as a liaison with the general contractor. TUPSS's designated Center Development Coordinator shall be an independent contractor of Franchisee. Franchisee shall utilize the Center Development Coordination Services as provided above and pay TUPSS's designated Center Development Coordinator the then-current Center Development Fee.

TUPSS assumes no responsibility for any damages, delays, cost overruns, disputes, or otherwise regarding construction or the Construction Coordination Services performed by TUPSS's designated Center Development Coordinator.

3.5 Construction of the Center

- a. Upon receipt by TUPSS's designated Center Development Coordinator of the Center Design, Franchisee shall at its sole cost and expense promptly cause the Center to be constructed, equipped and improved in accordance with the Center Design, unless TUPSS shall, in writing, consent to modifications thereof. Franchisee shall contract with, at its sole cost and expense, licensed architects and general contractors selected by TUPSS's designated Center Development Coordinator to prepare such architectural, engineering and construction drawings and site plans as are necessary to supplement the Center Design in order to obtain all permits required to construct, remodel, renovate and/or equip the Center at the Location.
- b. Subject only to causes beyond the reasonable control of Franchisee, such as, by way of illustration, strikes, material shortages, fires and acts of God, which Franchisee could not by the exercise of due diligence have avoided, Franchisee shall complete construction or renovation, as the case may be, of the Center at the Location and all improvements therein, including installation of all fixtures, signs, equipment and furnishings, as soon as possible, but in any event within three (3) months after commencement of construction. In completing such Center construction or renovation, Franchisee shall utilize only the architect and general contractor selected by TUPSS's designated Center Development Coordinator. The operation of the Center at the Location by Franchisee shall commence not later than twelve (12) months following the Effective Date.
- c. The time periods for the commencement and completion of construction and the installation of fixtures, signs, machinery and equipment as referred to in this Section 3.5 and in the Manuals are the essence of this Agreement. If Franchisee fails to perform its obligations contained in this Section, TUPSS may deem the Franchisee's failure to so perform its obligations a material breach of this Agreement.

3.6 Maintaining and Remodeling of the Center

- a. Franchisee shall maintain the condition and appearance of the Center at the Location in a "like new" level of cosmetic appearance consistent with the image of Centers as attractive, clean, and efficiently operated, offering high quality products and services. If at any time, in TUPSS's reasonable judgment, the state of repair, appearance or cleanliness of the Center at the Location or its fixtures, equipment, furnishings, or signs fails to meet TUPSS's image Standards and Specifications, Franchisee shall immediately upon receipt of notice from TUPSS

(or from Area Franchisee) specifying the action to be taken by Franchisee (within the time period specified by TUPSS but in any event within thirty (30) days of such notice) correct such deficiency, repair and refurbish the Center at the Location, and make such modifications and additions to its layout, decor and general theme as may be required by TUPSS, including replacement of worn-out or obsolete fixtures, equipment, carpet, furniture, graphics, and internal window and external signage and repairing and repainting the interior and exterior of the Center at the Location.

- b. If the Center at the Location is damaged or destroyed by fire or any other casualty, Franchisee, within thirty (30) days thereof, shall initiate such repairs or reconstruction, and thereafter in good faith and with due diligence continue (until completion) such repairs or reconstruction, in order to restore the Center at the Location to its original condition prior to such casualty; any such repair and reconstruction shall be completed as soon as reasonably practicable but in any event within six (6) months following the event causing the damage or destruction. If, in TUPSS's reasonable judgment, the damage or destruction is of such a nature or to such extent that it is feasible for Franchisee to repair or reconstruct the Center at the Location in conformance with the then-current Standards and Specifications of TUPSS, TUPSS may require that Franchisee repair or reconstruct the Center at the Location in conformance with the then-current Standards and Specifications.

4. TRAINING AND FRANCHISOR'S CONTINUING OBLIGATIONS

4.1 Training

- a. Initial (Pre-Opening) New Franchisee Training Program for First Center

TUPSS's New Franchisee Training Program must be successfully completed in the prescribed sequence by Franchisee's Primary Operator. As may be updated by TUPSS from time to time, the New Franchisee Training Program consists of Web-Based Training ("WBT"), the In Store Experience ("ISE") and the University Business Course ("UBC") (including three (3) days of Print Services Training) held at TUPSS's Headquarters.

- b. TUPSS shall determine and update the contents and manner of conducting the New Franchisee Training Program in its sole discretion. However, the New Franchisee Training Program will be structured to provide business management and practical training in implementing, managing and operating a Center. Franchisee shall pay all travel, living, compensation, and other expenses, if any, incurred by Franchisee or by Owner and/or by the Center's employees in connection with attendance at such initial New Franchisee Training Program. Franchisee may not open its Center at the Location, and, in the case of a transfer (i.e., Assignment) of an existing Center, Franchisee may not assume active operation of the Center, until all required training has been successfully completed to the satisfaction of TUPSS by Franchisee's Primary Operator or (if applicable) Certified Operator to the extent set forth in Sections 4.1(a) and 7.3 of this Agreement.

- c. Franchisee acknowledges that because of TUPSS's superior skill and knowledge with respect to the training and skill required to manage and operate the Center in accordance with the System, the determination as to whether or not the individuals indicated above have satisfactorily completed such training shall be determined by TUPSS in its sole subjective judgment, exercised in good faith.
- d. All phases of the New Franchisee Training Program pursuant to Section 4.1 shall apply only if this is the first Center owned by Franchisee and shall not be required if this Agreement is executed as a second-or-greater or renewal franchise agreement, except that if this Agreement is Franchisee's second-or-greater franchise agreement: (i) all Centers must be managed by a Primary Operator or (if Franchisee is an Active MCO) by a Certified Operator; and (ii) Franchisee must successfully complete the MCO workshop as described in the Franchise Disclosure Document accompanying this Agreement and in Section 4.1(b) above.
- e. Multiple Center Owner (MCO) Workshop: The MCO workshop is for any MCO (as defined in Section 23) who purchases an additional Center, even if Franchisee has previously graduated from TUPSS's New Franchisee Training Program, and who (or whose designated business partner, person, etc.) has not attended the MCO workshop in the past. Franchisee (or, as applicable, Owner) must attend and successfully complete a four (4) day Multiple Center Owner workshop ("MCOW") program held at TUPSS's Headquarters no later than six (6) months after the effective date of this Agreement.
- f. Print Services Training: Franchisee is required to attend, or have at least one supervisory employee who works full time at the Center attend, and successfully complete all parts of the Print Services Training program. Alternatively, Franchisee may, for a designated fee, successfully complete, or have a supervisory employee successfully complete, the Print Services evaluation/training administered by a Certified Trainer. Franchisee must have someone who has successfully completed the Print Services Training program employed at the Center full time in a supervisory capacity. If the employee who attended and successfully completed all parts of the Print Services Training program is no longer employed at the Center, Franchisee must complete or have a full-time active supervisory associate complete Print Services Training within sixty (60) days.
- g. Additional (Post-Opening) Training

TUPSS, at its sole discretion, may require: (i) Franchisee, (ii) if Franchisee is an Entity, its Owners, and/or (iii) Franchisee's Primary Operator (or, if applicable, Franchisee's Certified Operator) to attend such supplemental or additional training programs which may be offered from time to time during the Term, including, at TUPSS's option, distance learning (e.g., training over the Internet) and training required to participate in one or more E-Offerings. Franchisee shall pay all travel, living, compensation, and other expenses, if any, incurred by Franchisee and/or the Center's employees in connection with attending such additional training. Franchisee shall pay TUPSS's then-current reasonable charges (as set forth in the Manuals) for any such training performed by TUPSS.

- h. Franchisee shall ensure that each Center employee is adequately trained and certified, or re-trained and re-certified, to the extent necessary to enable the Center (i) to comply with the System, (ii) to comply with the then-applicable Data Security Requirements, or as may be otherwise required by TUPSS from time to time, and, if applicable, (iii) to participate in an E-Offering, and shall use curricula and certification forms designated by TUPSS.

4.2 Franchisor's Continuing Obligations

From time to time during the Term, Area Franchisee, TUPSS or TUPSS's designee shall provide the following assistance and services to Franchisee:

- a. Non-exclusive software licenses, upon such terms and conditions as specified in the Manuals, for the computer software programs specified in the Manuals, including software for such functions as accounting, administration, financial reporting and manifesting.
- b. Upon Franchisee's written request, reasonable continuing consultation and advice regarding operation of Franchisee's Center by telephone, fax, The UPS Store Hub, or other electronic means, or, if the situation warrants in TUPSS's judgment, through on-site assistance by Area Franchisee or, if none, TUPSS or TUPSS's designee (which, in the case of on-site assistance by TUPSS, shall be subject to the availability of personnel and TUPSS's scheduling requirements and at TUPSS's sole discretion).
- c. Development of certain creative materials (including such items as billboard design, radio and videotape material, public relations releases, and copy for newspaper and magazine advertisements and flyers) for local and regional marketing. TUPSS shall make such materials available to Franchisee, at Franchisee's expense, for publication or reproduction and distribution by Franchisee. TUPSS reserves the right to require reimbursement from Franchisee of costs for producing such promotional material.

5. FEES AND OTHER PAYMENTS

5.1 Franchisee shall, in accordance with the following, pay to TUPSS the following fees:

- a. An Initial Franchise Fee (as defined in section 23 of this Agreement) on or before execution of this Agreement. The Initial Franchise Fee is fully earned by TUPSS upon receipt and is not refundable.
- b. However, the Initial Franchise Fee shall not apply if Franchisee is:
 - i. signing this Agreement as a renewal of a previous franchise agreement with TUPSS. In such cases, the Renewal Fee set forth in Section 2.3(b) of this Agreement shall apply instead of the Initial Franchise Fee; or
 - ii. signing this Agreement in connection with the purchase of an existing Center. In such cases, instead of TUPSS's having to receive payment of the Initial Franchise Fee, TUPSS must receive (either from Franchisee,

also known, for these purposes, as “buyer” or “transferee,” and/or from Franchisee’s “seller” or “transferor”):

- A. a “Transfer Fee” (as defined in Section 23 of this Agreement); and
 - B. a “Processing Fee” (as defined in Section 23 of this Agreement); and
 - C. a “Pro-Rated Renewal Fee for Transfers” (as defined in Section 23 of this Agreement); and
 - D. an “Upgrade Evaluation Fee” (as defined in Section 23 of this Agreement);
- c. A continuing royalty in an amount equal to 5% of STR, payable via EFT in accordance with Section 5.2 (the “Royalty”);
 - d. A marketing fee in an amount equal to 1% of STR, payable via EFT in accordance with Section 5.2 (the “The UPS Store Marketing Fee”) and used in accordance with Section 8.1;
 - e. A national advertising fee in an amount equal to 2.5% of STR, payable via EFT in accordance with Section 5.2 (the “National Advertising Fee”). The National Advertising Fee will be subject to certain annual contribution caps, as provided in Section 8.2;
 - f. Fees for all phases of the Franchisee learning program, for Print Services Training, and (as applicable) for the MCOW learning program, in the amounts set forth in the then-current The UPS Store Franchise Disclosure Document;
 - g. An advertising cooperative fee in the amount, and payable via EFT in the manner, specified in Sections 8.3 and 8.4 (the “Co-op Fee”); and
 - h. Any other applicable fees, as set forth in the then-current The UPS Store Franchise Disclosure Document.

5.2 Manner of Payment

- a. Franchisee shall calculate the Royalty, The UPS Store Marketing Fee, the National Advertising Fee, and the Co-op Fee due to TUPSS each Accounting Period, and submit any and all documents required to be submitted to TUPSS via TUPSS’s then-current method of electronic delivery, within fourteen (14) days after the end of the applicable Accounting Period (even if the 14th day falls on a weekend or holiday) or such other period as may be specified in the Manuals. Payment of these and all other amounts owed to TUPSS must be received by TUPSS on or before the twentieth (20th) day of each month. However, if TUPSS does not receive Franchisee’s Royalty report by the 14th day after the end of the applicable Accounting Period, TUPSS will estimate Franchisee’s required Royalty, The UPS Store Marketing Fee, and National Advertising Fee payments

and then debit those amounts on the first business day following the 14th day (rather than on the 20th day);

- b. TUPSS requires an electronic funds transfer (“EFT”) payment program, under which TUPSS will electronically debit from Franchisee’s bank account the fees described herein, including, but not limited to, those specified above as payable via EFT. Franchisee shall comply with the procedures specified in the Manuals for such electronic funds transfer program and perform the acts and sign the documents, including authorization forms, that TUPSS, Franchisee’s bank and TUPSS’s bank may require to accomplish payment by electronic funds transfer, including authorizations for TUPSS to initiate debit entries and/or credit correction entries to a designated checking or savings account for payments of fees and other amounts, including interest, payable to TUPSS. If Franchisee fails to timely report STR to TUPSS for any calendar month, then TUPSS, in addition to any applicable late charges, has the right, but not the obligation, to debit from such account an estimated amount equal to the fees due and payable to TUPSS during the most recent calendar months for which the reports were received by TUPSS. If Franchisee’s Center closes voluntarily or involuntarily, Franchisee acknowledges that TUPSS has the right to debit from such account the estimated amount of fees owed to TUPSS at the time of the closure.

- 5.3 In order to secure full and prompt payment of the fees and other charges to be paid by Franchisee, and to secure performance of Franchisee’s other obligations and covenants under this Agreement, concurrently herewith Franchisee shall execute the Security Agreement attached hereto as Exhibit F.

5.4 Other Payments

In addition to all other payments provided herein, it shall be a material requirement for Franchisee to pay to TUPSS, its Affiliates, its designees, and others promptly when due:

- a. all obligations, royalties, trade accounts, promissory notes, financing agreements and equipment lease payments arising out of the operation of Franchisee’s Center;
- b. all lease or rental payments for Franchisee’s Location;
- c. all amounts advanced by TUPSS or which TUPSS has paid, or for which TUPSS has become obligated to pay, on behalf of Franchisee for any reason whatsoever;
- d. the amount of all sales taxes, use taxes, personal property taxes and similar taxes which shall be imposed upon Franchisee and required to be collected or paid by TUPSS (a) on account of STR or (b) on account of the Royalty, The UPS Store Marketing Fee, the Initial Franchise Fee, the National Advertising Fee, or the Co-op Fee collected by TUPSS from Franchisee (but excluding ordinary income taxes). TUPSS, at its sole discretion, may collect the taxes in the same manner as the Royalty is collected herein and promptly pay the tax collections to the appropriate Governmental Authority; provided, however, that unless TUPSS so elects, it shall be Franchisee’s responsibility to pay all sales, use or other taxes now or hereinafter imposed by any Governmental Authority on the Royalty, Initial Franchise Fee, The UPS Store Marketing Fee, National Advertising Fee,

and Co-op Fee. It shall also be Franchisee's sole duty to timely pay any and all taxes that become payable in connection with Franchisee's Center;

- e. any amounts due on account of purchases of goods, supplies or services relating to Franchisee's Center;
- f. for re-designs by TUPSS of transferring, existing, Re-opening, or relocating Centers, a then-current Center Development Fee and Design Fee; and
- g. the Non-Compliance Fee described in Section 22.1.

5.5 Finance Charges and Late Fees on Delinquencies Owed to TUPSS

- a. If Franchisee fails to pay to TUPSS the entire amount of any payment due to TUPSS hereunder promptly when due, Franchisee shall pay to TUPSS, in addition to all other amounts that are due but unpaid (including the late fee described below), finance charges on the unpaid amounts for the period beginning on the day after the original due date and continuing until the date of actual payment, at a rate up to the highest (annual) rate allowed under applicable law.
- b. In addition to the finance charges on unpaid amounts as set forth in Section 5.5(a), TUPSS may, at its option, charge a late fee equal to the greater of: (i) ten percent (10%) of any Royalty, The UPS Store Marketing Fee, National Advertising Fee, or Co-op Fee not paid when due for each and every month unpaid, or (ii) \$35.00 per month until paid, or (iii) the maximum (annual) rate allowed under applicable law.
- c. Section 9.3(b) of this Agreement sets forth Franchisee's interest and late fees in connection with TUPSS's audit of Franchisee.
- d. The parties stipulate that the finance charges and late fees set forth in Sections 5.5(a) and 5.5(b) represent reasonable estimates of the additional administrative costs that will be incurred by TUPSS and shall be in addition to and not in lieu of any other remedies available to TUPSS at law or in equity on account of any such default. TUPSS will invoice Franchisee for such late fee amounts, which shall be due and payable immediately when billed. In no event will any late fee or interest exceed the maximum rate allowed by law.

5.6 All payments required hereunder shall be made by Franchisee without deducting any amounts that (i) are owed by TUPSS to Franchisee, or (ii) that Franchisee believes are owed to Franchisee by TUPSS or by any Affiliate of TUPSS.

5.7 If Franchisee is delinquent in the payment of any obligation to TUPSS hereunder, or under any other agreement with TUPSS, TUPSS shall have the absolute right to apply any payments received from Franchisee to any obligation owed, whether under this Agreement or otherwise, notwithstanding any contrary designation by Franchisee as to application. If Franchisee (or any Affiliate of Franchisee) owes any monies to TUPSS (or to any Affiliate of TUPSS), TUPSS shall have the absolute and unconditional right to first deduct any or all of such amounts from any payments of monies owed by TUPSS (or owed by any Affiliate of TUPSS) to Franchisee (or to any Affiliate of Franchisee).

- 5.8 Throughout the Term of this Agreement, all of Franchisee's Owners must always be a signatory to a valid Continuing Personal Guarantee (attached as an exhibit to this Agreement).

6. OWNERSHIP OF INTELLECTUAL PROPERTY

- 6.1 Franchisee hereby acknowledges and agrees that all right, title and interest (including goodwill) in and to the System and the Marks are and shall remain vested solely in TUPSS (or, as applicable, in TUPSS's Affiliate), and that any use thereof by Franchisee shall inure to the benefit of TUPSS (and, as applicable, TUPSS's Affiliate). Franchisee hereby disclaims any right or interest in the System, the Marks or the goodwill derived therefrom. Upon termination or expiration of this Agreement, no monetary amount shall be assigned as attributable to any goodwill associated with Franchisee's use of the System or the Marks.
- 6.2 Franchisee agrees not to contest, either directly or indirectly, the validity of the Marks or TUPSS's (or, as applicable, TUPSS's Affiliate's) ownership, right, title or interest in the Marks and/or the System and/or TUPSS's (or, as applicable, TUPSS's Affiliate's) sole right to register, use or license others to use the same.
- 6.3 Franchisee agrees to use the Marks as the Center's sole identification, except that Franchisee must identify itself as the Center's independent owner, operator, and manager in the manner TUPSS prescribes. Franchisee may not use any Mark: (1) with any prefix, suffix, or other modifying words, terms, designs, or symbols; (2) in offering or selling any unauthorized services or products; (3) as part of any domain name, homepage, electronic address, or otherwise in connection with the Internet or other electronic media (except as provided in this Agreement or the Manuals); or (4) in any other manner TUPSS has not expressly authorized in writing. If TUPSS discovers Franchisee's unauthorized use of the Marks, TUPSS may require Franchisee to destroy all offending items (with no reimbursement from TUPSS). Franchisee understands and agrees that any use of the Marks other than as expressly authorized by this Agreement and the Manuals, without TUPSS's prior written consent, constitutes infringement of TUPSS's (and, as applicable, TUPSS's Affiliate's) rights therein, and that Franchisee's right to use the Marks does not extend beyond the termination and/or expiration of this Agreement.
- 6.4 If Franchisee is an Entity, Franchisee shall not use any of the Marks, any abbreviations or variations thereof, or any words deemed by TUPSS to be confusingly similar to the Marks as part of the name of any Entity or Franchisee's name, including any of the following words: "The UPS Store" or "UPS" or "Store" or "Mail" or "Boxes" or "Etc." or the combined letters "TUPSS."
- 6.5 Franchisee shall immediately notify TUPSS of any infringements or imitations of the Marks or the System, and of any challenges to Franchisee's use of any of the Marks or the System, of which Franchisee becomes aware. TUPSS (and its Affiliates) shall have sole discretion to take any action, administrative proceeding or litigation affecting the Marks or the System (or to take no action if it or they believe none is warranted). Franchisee shall cooperate in the prosecution or defense of any such action as requested by TUPSS. TUPSS shall bear the legal expenses incidental to Franchisee's participation in such action, except for the cost of Franchisee's separate legal counsel if Franchisee elects to be represented by counsel of Franchisee's choosing.

- 6.6 TUPSS reserves the right, in its sole discretion, to designate one or more new, modified or replacement Marks for use by Franchisee, and, upon written notice from TUPSS, Franchisee shall implement such new, modified or replacement Marks in addition to or in lieu of any previously designated Marks, as prescribed by TUPSS. Any expenses or costs associated with the use by Franchisee of any such new, modified or replacement Marks shall be the sole responsibility of Franchisee.
- 6.7 In the event of any legal actions that are brought against Franchisee by a third party alleging that Franchisee's uses of the Marks violate the rights of the third party, TUPSS will indemnify Franchisee against (and reimburse Franchisee for) all directly-related costs (including attorneys' fees) and damages for which Franchisee is held liable, so long as: (i) Franchisee notifies TUPSS of the claim(s) within ten (10) days after receiving notice of the potential violation; (ii) Franchisee's use of the Marks was fully authorized by TUPSS; (iii) Franchisee is not in default of this Agreement or any other agreement between Franchisee and TUPSS; and (iv) Franchisee executes any and all documents and does whatever is deemed necessary or advisable in TUPSS's (or, as applicable, TUPSS's Affiliate's) or its counsel's opinion to protect its interests in the Marks. TUPSS reserves the right to defend any action at its own expense for Franchisee's benefit.
- 6.8 All ideas, concepts, techniques, and materials relating to the System or a Center ("Improvement"), whether or not protectable intellectual property and whether created by or for Franchisee or its Owners or the Center's employees, must be promptly disclosed to TUPSS and will be deemed to be TUPSS's and its Affiliates' sole and exclusive property, part of the System and works made-for-hire for TUPSS and its Affiliates. To the extent any Improvement does not qualify as a "work made-for-hire," by this paragraph Franchisee assigns ownership of and all related rights to that Improvement to TUPSS and its Affiliates and agrees to take whatever action (including signing assignment or other documents) TUPSS requests to evidence TUPSS's and its Affiliates' ownership or to help TUPSS and its Affiliates obtain intellectual property rights in the Improvement.

7. STANDARDS AND SPECIFICATIONS; CONFIDENTIAL OPERATIONS MANUALS

7.1 Operating Standards and Specifications

- a. Throughout the Term, Franchisee shall adhere to the System developed by TUPSS for the operation of the Center, including the system for postal, packaging, shipping, print, business and communication retail service centers under the Marks, as provided herein and in the Manuals.
- b. Throughout the Term, Franchisee shall operate the Center in compliance with TUPSS's then-current Standards and Specifications, including TUPSS's then-current Standards and Specifications for external/internal center image specifications, center design, advertising, computer hardware and software, system and data security, equipment, stationery, business cards, business forms, promotional material, E-Offerings, Social Media policies, franchise sales materials (e.g., referral card) and such changes or modifications to the System or the Manuals (including refurbishment or improvement of the Center from time to time) as are adopted by TUPSS from time to time.

TUPSS's Standards and Specifications also include restrictions on Franchisee's maximum retail prices for various UPS shipping services. Franchisee may not

charge customers more than the maximum retail prices designated by TUPSS's Affiliate for various UPS shipping services offered by the Center to its customers. These maximum prices are specified in Franchisee's UPS Incentive Program Contract Carrier Agreement (the "Carrier Agreement"). In reliance on Franchisee's commitment to comply with the designated maximum prices, TUPSS agrees to use best efforts to ensure that its Affiliate gives Franchisee discounts and incentives on Franchisee's wholesale cost for such UPS services. These discounts and incentives also will be reflected in the Carrier Agreement. TUPSS's Affiliate periodically may modify the required maximum retail prices for shipping services as well as the wholesale discounts and incentives. Maximum retail prices and wholesale discounts and incentives may differ among franchisees due to various factors, including the differing costs of doing business with different franchisees operating in different geographic markets.

- c. Franchisee shall do business under Franchisee's legal name followed by the initials "d/b/a" and the business name "THE UPS STORE" or such other business name as designated by TUPSS. If Franchisee is required to do so by Applicable Law, Franchisee shall promptly upon the execution of this Agreement file a notice of its intent to conduct its business under the name "THE UPS STORE." Promptly upon the expiration or termination of this Agreement for any reason whatsoever, Franchisee shall promptly execute and file such documents as may be necessary to revoke or terminate such assumed name registration. If Franchisee shall fail to promptly execute and file such documents as may be necessary to effectively revoke and terminate such assumed name registration, Franchisee hereby irrevocably appoints TUPSS as its attorney-in-fact to do so for and on behalf of Franchisee.
- d. At the time Franchisee's Center opens for business, Franchisee shall stock and display the initial inventory of products, accessories, equipment, supplies, and technology (including hardware, software, and external components such as payment card readers) specified in the Manuals. Throughout the Term, Franchisee shall stock and maintain inventory in quantities sufficient to meet reasonably anticipated customer demand, all in accordance with the Manuals.
- e. Throughout the Term, Franchisee shall be connected to and participate in TUPSS's Virtual Private Network ("VPN") as designated by TUPSS. Franchisee shall comply with the Internet Policies.
- f. Franchisee shall utilize the The UPS Store Hub and execute TUPSS's software license in the form attached as Exhibit E.
- g. TUPSS may revise its Standards and Specifications for all Franchisees from time to time. Consequently, Franchisee may be required to upgrade or update its (i) computer (hardware and software) system, (ii) data security policies and procedures, or (iii) Center image and trade dress. There is no contractual limitation on the frequency and cost of this obligation, though TUPSS's industry reflects an update or upgrade for (x) Data Security Requirements every year and for (y) all other areas, every two to three years. Franchisee must purchase, install and utilize ongoing upgrades as specified in the Manuals. Franchisee must upgrade to these Standards and Specifications as TUPSS may direct. There is no limitation on the frequency or cost of this obligation.

- h. Franchisee must participate in certain operational programs designated from time to time by TUPSS (which may include E-Offerings). Participation in such required programs will require Franchisee to have, obtain or upgrade certain equipment, such as specific computer system and communications systems and other equipment, facilities, policies, procedures, and skills as TUPSS may specify from time to time in the Manuals.
- i. Franchisee shall submit to TUPSS, in such form as required by the Manuals, reports containing information about customers of Franchisee's Center, including periodic reports as designated by TUPSS of all the names and addresses of mailbox holders at Franchisee's Center. TUPSS may also access such information from Franchisee electronically. All such information and customer lists shall become the property of TUPSS, and TUPSS shall have the right to contact such customers at any time. In addition, TUPSS may, as often as it deems appropriate (including on a daily, continuous basis), independently, remotely access the POS System and any and all other computer and technology systems used by Franchisee to retrieve all other information regarding the Center's operation, excluding labor and employment-related information.
- j. Franchisee understands, acknowledges and agrees that it must fully participate in each and every Corporate Retail Solutions ("CRS") program as is further described in Section 7.5, and its failure to do so constitutes a material violation of this Agreement.
- k. Franchisee understands, acknowledges and agrees that, to the extent it operates the Center within a hotel, it must attend all business meetings conducted by or for hotel business staff at which Franchisee's attendance is requested or recommended.
- l. In the event of any suspected, alleged, or actual Data Security Incident of which Franchisee becomes aware:
 - (i) Franchisee must:
 - (A) immediately notify TUPSS at the designated contact specified in the Data Security Requirements;
 - (B) cooperate with any TUPSS (or its Affiliate's) request for assistance or information;
 - (C) provide TUPSS or its designee access to Franchisee's POS System hardware, software, and other computer-related systems, whether remotely or at the Center; and
 - (D) cooperate and provide assistance in any legal action at TUPSS's request; and
 - (ii) TUPSS (and its Affiliates) may but have no obligation whatsoever to:
 - (A) take any action or pursue any proceeding or litigation;

(B) control the direction and handling of such action, proceeding, or litigation;

(C) access Franchisee's POS System hardware, software, and other computer-related systems, whether remotely or at the Center; and

(D) control any remediation efforts.

If TUPSS determines that any Data Security Incident results from Franchisee's failure to comply with this Agreement or Standards and Specifications, Franchisee must indemnify TUPSS for any costs or expenses TUPSS incurs as a result, in accordance with the procedures set forth in Section 17.1. If Franchisee elects to be represented by counsel of its own choosing in any action arising out of a Data Security Incident, Franchisee will bear sole responsibility for all costs incurred by either party as a result of such representation.

7.2 Confidential Operations Manuals

- a. Upon the execution of this Agreement, TUPSS shall provide to Franchisee electronic access to the Manuals via password, unless Franchisee has executed this Agreement to renew its franchise for the Center and therefore already has received a password. Franchisee shall not make, or cause or allow to be made, any copies, reproductions or excerpts of all or any portion of the Manuals without TUPSS's express prior written consent. TUPSS shall make available electronically to Franchisee, throughout the Term, the most-current edition of the Manuals. TUPSS may modify the Manuals at any time and from time to time. Modifications in the Manuals shall become effective upon publication by TUPSS on The UPS Store Hub, or as otherwise specified by TUPSS by written notice thereof to Franchisee. The Manuals, as modified from time to time, shall be an integral part of this Agreement and reference made in this Agreement, or in any amendments, exhibits or schedules hereto, to the Manuals shall be deemed to mean the Manuals kept current by amendments from time to time. The Manuals, including the Center Operations Manual, are made available to Franchisee on TUPSS's Internet system by means of a password. Upon expiration or earlier termination of this Agreement, the password will be changed. The provisions of the Manuals and other materials and information, as well as any print-outs or copies (whether electronic or otherwise) made by Franchisee, are licensed to Franchisee from TUPSS. All such Manuals, print-outs, copies (whether electronic or otherwise) and other information shall be returned to TUPSS promptly upon the expiration or earlier termination of this Agreement.
- b. Franchisee shall strictly adhere to the Standards and Specifications set forth in the Manuals.
- c. TUPSS possesses and continues to develop, and during the course of the relationship established hereunder Franchisee shall have access to, some of TUPSS's Proprietary Information. TUPSS will disclose some of its Proprietary Information to Franchisee in the Manuals, bulletins, supplements, confidential correspondence, or other confidential communications; through the New Franchisee Training Program and other guidance and management assistance; and in performing TUPSS's other obligations and exercising TUPSS's rights

under this Agreement. The Proprietary Information is to be used by Franchisee only in connection with the operation of the Center consistent with the terms of this Agreement and, without TUPSS's prior written consent, shall not be used for any other purpose or disclosed to any third party except Center employees who have a need to know such Proprietary Information to protect the quality of TUPSS's products, services, and brand and who are subject to obligations of confidentiality as to such information that are no less stringent than those provided in this Agreement. Franchisee's provision of Proprietary Information to Center employees to protect the quality of TUPSS's products, services, and brand in no way creates an employment (or joint employment) relationship between or among TUPSS, Franchisee, and the Center's employees. TUPSS has the right to review and approve the form of confidentiality agreement Franchisee uses with Center employees solely to ensure that Franchisee adequately protects Proprietary Information. Under no circumstances will TUPSS control the forms or terms of employment agreements Franchisee uses with Center employees. Center employees are under Franchisee's control, and Franchisee (not TUPSS) is responsible for labor relations and employment practices relating to Center employees.

- d. Franchisee will notify TUPSS promptly in writing of any known or suspected misuse or unauthorized disclosure of any Proprietary Information. If Franchisee is required by law to disclose any portion of the Proprietary Information, then Franchisee shall promptly notify TUPSS in advance of any such disclosure to provide TUPSS with a reasonable time to take measures to protect the confidentiality of the information.
- e. Upon termination or expiration of this Agreement or upon TUPSS's earlier request, Franchisee shall within ten (10) days return all Proprietary Information in its possession or control or, at the option of TUPSS, destroy same and certify to its destruction.
- f. The covenants of confidentiality and limited use set forth in this Agreement will apply after the Effective Date to all Proprietary Information received by Franchisee before and after the Effective Date and will continue from the Effective Date through the termination or expiration of this Agreement and for a period of three (3) years thereafter. Notwithstanding anything to the contrary herein, however, the covenants of confidentiality and limited use set forth in this Agreement shall, for information that constitutes a Trade Secret, continue for such three (3) year period or the period of time that the information retains its status as a Trade Secret under applicable law, whichever is longer.
- g. Franchisee acknowledges that money damages alone would be an inadequate remedy for the injuries and damage that would be suffered and incurred by TUPSS as a result of a breach of any of the provisions of this Section 7. TUPSS accordingly, in addition to any other remedies it may have at law or in equity, will be entitled to a restraining order, injunction, or other similar remedy in order to enforce the provisions of this Section 7. Franchisee further agrees that it will reimburse TUPSS for the reasonable attorneys' fees and expenses it incurs as a result of a breach of this Section 7 by Franchisee.

- h. The provisions of the Manuals are incorporated herein and shall constitute provisions of this Agreement as if fully set forth herein. All references to this Agreement shall include the Manuals and all mandatory Standards and Specifications contained therein.

7.3 Primary Operator and Certified Operator

Except as provided in Section 7.3(c), Franchisee must designate and retain at all times a TUPSS-approved Primary Operator to oversee and supervise the Center's day-to-day operations. As defined in Section 23 of this Agreement, the Primary Operator may be either: (i) Franchisee; or (ii) if Franchisee is an Entity, an Owner; or (iii) an employee of Franchisee who does not (directly or indirectly) own any interest in the Center's franchise rights.

- a. As further defined in Section 23, the Primary Operator must have satisfactorily completed all phases of the New Franchisee Training Program (i.e., Web-Based Training, the In-Store Experience, and the University Business Course, which includes three (3) days of Print Services Training) and must possess a sufficient level of proficiency in the English language so that, besides passing TUPSS's training program (which is conducted in English), he or she can communicate clearly with customers, suppliers, TUPSS representatives, and other third parties.
- b. The Primary Operator shall devote full-time, on-premises attention to overseeing and supervising the Center's day-to-day operations.
- c. The only instance where the day-to-day operations of the Center do not need to be overseen and supervised by a Primary Operator is where the Center is owned by an "Active MCO," as defined in Section 23 of this Agreement. The day-to-day operations of a Center owned by an Active MCO may be overseen and supervised by a "Certified Operator," as that term is defined in Section 23.
- d. If Franchisee loses the services of its Primary Operator, Franchisee must have the Center managed by a replacement Primary Operator as soon as practicable, but in no event more than ninety (90) days thereafter. If Franchisee is an Active MCO and loses the services of its Certified Operator, Franchisee must have the Center managed by a replacement Certified Operator as soon as practicable, but in no event more than ninety (90) days thereafter.
- e. Franchisee acknowledges that TUPSS's (and, if applicable, the Area Franchisee's) expenditure of time and effort may be increased to support the operations of the Center in the event Franchisee does not employ a replacement Primary Operator (or, as applicable a replacement Certified Operator) within the ninety (90) day period referenced in Section 7.3(d). Accordingly, Franchisee shall compensate TUPSS for this extra responsibility by paying TUPSS \$250 per day until Franchisee employs a replacement Primary Operator (or, if applicable, replacement Certified Operator). Franchisee acknowledges that TUPSS will not act as Franchisee's Primary Operator or Certified Operator, nor does TUPSS promise any specific level of involvement in Franchisee's business in exchange for such fee. TUPSS will not exercise direct or indirect control over the working conditions of Franchisee's Center's employees, except to the extent that such

indirect control is related to TUPSS's legitimate interest in protecting the quality of its products/services or brand.

- f. Upon the permitted Assignment of this Agreement, the assignee must employ a Primary Operator for the Center as of the effective date of such Assignment, or, if such assignee is an Active MCO, the assignee's Center may be managed by a Certified Operator as of such Assignment's effective date.

7.4 Purchase and Sale of Goods and Services

- a. At all times throughout the Term, Franchisee shall offer, sell and provide in connection with the Center all goods and services required, and only those goods and services required or authorized, in the Manuals. Franchisee shall purchase authorized goods and services only from TUPSS-approved suppliers; Franchisee must use products purchased from TUPSS-approved suppliers solely for the purposes of operating the Center.
- b. If Franchisee should desire to purchase products from a supplier other than one previously approved or designated by TUPSS, Franchisee shall deliver written notice to TUPSS of its desire to seek approval of such proposed supplier, together with such evidence of conformity with the Standards and Specifications stated in the Manuals. TUPSS or its representatives shall have the right to inspect the proposed supplier's facility and may thereupon request that the proposed supplier furnish TUPSS or its representative, at no cost to TUPSS, product samples for evaluation and testing. Franchisee shall pay TUPSS a charge not to exceed the reasonable costs of evaluating and testing such supplier and its products. TUPSS will use its good faith efforts to notify Franchisee of its approval or disapproval of such supplier within sixty (60) days after TUPSS's receipt of the completed request and completion of the evaluation and testing, if any. TUPSS shall not unreasonably withhold its approval of a proposed supplier; however, (i) TUPSS may revoke approval of particular products or suppliers upon such supplier's failure to continue to meet any of TUPSS's criteria; and (ii) TUPSS reserves the right to limit the number of TUPSS-approved suppliers. Upon receipt of written notice of such revocation, Franchisee must cease ordering and/or selling any disapproved product and cease purchasing from any disapproved supplier. This process that allows TUPSS to consider (and possibly approve) Franchisee's proposed use of alternative suppliers does not apply, and is not available to, suppliers of products and services used in the construction, build-out, remodeling or image/décor of Franchisee's Center.

7.5 Corporate Retail Solutions Program

The following are the terms and conditions under which Franchisee must participate in the Corporate Retail Solutions Program (the "CRS Program"). The CRS Program includes, but is not limited to, any transactions where: (i) the Client (as defined below) pays TUPSS and TUPSS pays Franchisee, and (ii) the Client refers customers and customers pay Franchisee directly.

- a. Franchisee agrees to comply with the terms and conditions of the CRS Program, as set forth in the Manuals or work orders, which may be available online, as amended from time to time. Among these CRS terms, TUPSS has reserved the

right, in its sole and absolute discretion, to designate a specific price or set Franchisee's maximum retail prices for certain products and/or services that Franchisee sells to certain CRS customers. TUPSS also has the right to require Franchisee to sign any agreements, certifications, and other documents with the CRS Client ("Client"), and otherwise to comply with conditions reasonably required by the Client, in order to provide products and services to or for the Client.

- b. Franchisee agrees to participate in all services and programs made available by TUPSS to every Client, whether currently existing or brought into the CRS Program in the future. Franchisee agrees to follow and comply with all CRS Program workflows and instructions, which may differ among individual Clients. This may include specific packaging materials and/or boxes. Franchisee agrees to comply with all of TUPSS's equipment standards as announced by TUPSS from time to time, including, but not limited to, installation and use of the Virtual Private Network communications system designated by TUPSS for use by Franchisee and the POS System. If TUPSS or the Client provides equipment to Franchisee (whether or not free of charge) in order for Franchisee to participate in the CRS Program with respect to that particular Client, Franchisee must return that equipment to TUPSS or the Client, as applicable, in good working order (reasonable wear and tear excepted) when the Client's participation in the CRS Program ends or as otherwise directed by TUPSS or the Client. If Franchisee fails to do so, TUPSS may set off the equipment's value against any amounts that TUPSS or its Affiliates then owe to Franchisee or otherwise seek to recover that value from Franchisee. Franchisee agrees to comply with all of TUPSS's CRS insurance requirements as announced by TUPSS from time to time. For current CRS equipment and insurance standards, please refer to the Manuals.
- c. Franchisee agrees to remain financially current with all obligations to TUPSS. At TUPSS's election, TUPSS may apply any sums owed Franchisee under the CRS Program against any sums owed to TUPSS by Franchisee, including Royalties, The UPS Store Marketing Fees, and National Advertising Fees.
- d. All CRS transactions must be entered into the POS System at the time of the transaction, or as otherwise designated by TUPSS, in order to qualify for CRS payment. TUPSS will use best efforts to remit such funds to Franchisee within twenty-five (25) days after the last day of the month in which the report of the transaction was received by TUPSS, where Franchisee has not already received payment directly.
- e. Franchisee will be reimbursed by TUPSS, to the extent Franchisee has not already received payment directly, for services rendered to CRS customers the amounts specified in the applicable agreement between TUPSS and Clients, including, but not limited to, carrier rates, packing rates, storage rates, declared value coverage rates, facsimile rates, copy rates, or any other service or product rates designated.
- f. Franchisee shall be liable for items in its possession under the CRS Program and must perform all work in accordance with the procedures described in the Manuals, workflow or CRS Program instructions, including packaging and shipping all Client packages. Franchisee agrees to indemnify, defend and hold

harmless TUPSS, Client, and their respective affiliates, subsidiaries, officers, directors, agents and employees from and against any and all claims, liabilities, judgments, or costs arising out of Franchisee's acts or omissions in carrying out its obligations under the CRS Program.

- g. Franchisee agrees to assist in processing and resolving claims on packages as part of a particular CRS program as needed.
- h. Franchisee agrees that any Client has the right upon thirty (30) days' notice to audit the Franchisee's financial records and books pertaining to its CRS Program. Franchisee must maintain all records and logs pertaining to the CRS Program for a period of two years.
- i. If Franchisee, for any reason, does not fully participate in a particular CRS program, TUPSS reserves the right to terminate Franchisee's participation in that program upon ten (10) days' written notice, in addition to pursuing all other remedies available to TUPSS as a result of such material violation of this Agreement.
- j. Franchisee may not assign or delegate its duties under the CRS Program without the prior written consent of TUPSS.
- k. Franchisee understands that any Client trademark is the exclusive property of that Client, and nothing contained herein shall confer upon Franchisee any right to use such Client trademarks without the express written consent of Client and TUPSS.
- l. Franchisee agrees to preserve in strict confidence any information or document it receives from any Client, TUPSS or a CRS Program customer or end-user that is designated or marked confidential or is required by CRS Program instructions or Applicable Laws to be treated as confidential.

7.6 E-Commerce Program and E-Offerings

- a. Franchisee agrees to comply with the terms and conditions of, and Standards and Specifications for, any and all E-Offerings (including Online Printing (OLP)) that TUPSS implements through its E-Commerce Program and requires Franchisee to offer to customers, or in which TUPSS requires Franchisee to participate, in connection with Franchisee's Center's operation (or, if applicable, that Franchisee chooses to offer, or in which Franchisee chooses to participate, even though TUPSS has not required it). Such terms and conditions and Standards and Specifications may include, without limitation, eligibility criteria (including obtaining special equipment or other operating assets), training requirements, operational duties, performance standards, and payments due on revenue derived from an E-Offering.
- b. Franchisee agrees to remain financially current with all obligations to TUPSS. At TUPSS's election, TUPSS may apply any sums payable to Franchisee under an E-Offering against any sums owed to TUPSS by Franchisee, including Royalties, The UPS Store Marketing Fees, and National Advertising Fees.

- c. If Franchisee, for any reason, does not fully or properly participate in a mandatory E-Offering or an E-Offering in which Franchisee has voluntarily chosen to participate, TUPSS reserves the right to pursue all remedies available to TUPSS as a result of such material violation of this Agreement.

8. ADVERTISING AND MARKETING

The parties acknowledge the value of standardized advertising and marketing programs to the growth of the goodwill and public image associated with the Marks and the System and agree as follows:

- 8.1 An amount equal to all The UPS Store Marketing Fee revenues shall be expended by TUPSS, in its sole discretion, for public relations, research and development, testing, and pilot programs to promote the sale of existing or new products and services for the System; for promotional programs to assist specific regions or franchisees; for promoting the sale of new franchises; for marketing research; and for producing common promotional material for use by TUPSS's franchisees on a local, regional or national basis. TUPSS shall have complete discretion as to the use and allocation of these funds, which may be used for payment of direct program costs and/or overhead expenses related to the above-described activities.
- 8.2 TUPSS has decision-making control of all activities and (except as provided below in this Section) expenditures of the National Advertising Fund for as long as the NAF remains in existence, including the creation and production of all advertising and marketing concepts and materials and their geographic, market, and media placement and allocation. The Manuals contain additional information regarding the NAF. NAF monies need not be spent in any manner that is proportionate or equivalent to National Advertising Fees paid by particular Centers or in any geographic area. If TUPSS terminates the NAF, unspent monies will be distributed to franchisees in proportion to their respective NAF contributions during the preceding twelve (12) month period.

The Marketing Advisory Council ("MAC"), a committee comprised of representatives of Center franchisees, Area Franchisees, and TUPSS, will serve only in an advisory capacity with respect to the NAF's administration and operation, except that the MAC has the right to determine whether the NAF should pay for the media plans proposed, created, and to be implemented by TUPSS. Subject to TUPSS's candidate eligibility criteria and other MAC policies and rules that TUPSS may update from time to time, franchisees and Area Franchisees will elect their representatives to participate in the MAC. The MAC will be governed by bylaws that may be amended from time to time as provided in the MAC's charter. No portion of the NAF will be used for advertising that is principally a solicitation for the sale of franchises.

Franchisee's National Advertising Fee is subject to certain monthly and annual dollar caps ("NAF Cap"). The current NAF Cap is set forth in the Franchise Disclosure Document associated with this Agreement. TUPSS may adjust the NAF Cap annually. This adjusted Annual NAF Cap amount then is divided by thirteen (13) (months) to establish the adjusted January through November monthly NAF Cap amount. This adjusted January through November monthly NAF Cap amount is then multiplied by 2 to establish the adjusted December monthly cap. Adjusted monthly NAF Caps are rounded down, if necessary, to stay under the adjusted Annual NAF Cap. TUPSS reserves the

right at any time, upon written notice to Franchisee, to: (a) change the formula it uses for adjusting the NAF Cap; or (b) eliminate the NAF Cap.

- 8.3 Franchisee acknowledges that TUPSS has established an Advertising Co-op for the designated marketing area (“DMA”) in which Franchisee’s Center is located. By signing this Agreement, Franchisee automatically becomes a member of the Co-op in its DMA (the “DMA Co-op”). Franchisee agrees to participate in the DMA Co-op as TUPSS specifies in its Advertising Co-op Guidebook for Centers, which includes bylaws, media guidelines, sample forms and reports, operational procedures, and other materials relating to the DMA Co-op’s administration and operation. TUPSS controls the DMA Co-op’s operation, and periodically may modify the Guidebook as it deems best. Franchisee agrees to comply with all changes in the Guidebook.
- 8.4 TUPSS may have the DMA Co-op changed, dissolved, or merged with another Advertising Cooperative whenever it thinks best. TUPSS will control the DMA Co-op’s marketing, advertising materials and activities, selection of ad agency, and expenditures. Franchisee agrees to send its Co-op Fee directly to TUPSS in the manner and by the date TUPSS specifies. A majority vote of the franchisee members of Franchisee’s DMA Co-op will determine the Co-op Fee’s fixed-dollar amount. However, TUPSS may require DMA Co-op Fees of 0.5% of the Center’s STR (if this is more than the fixed-dollar amount). In addition, if fifty-one percent (51%) or more of the franchisees in Franchisee’s DMA Co-op vote to increase the fee to more than 0.5% of STR, they may do so up to a cap of three percent (3%) of STR. The DMA Co-op’s Fees will not be changed more than once per year. No promotional or advertising plans or materials shall be used by the DMA Co-op or by any of its members without TUPSS’s prior written approval.
- 8.5 Franchisee shall follow all advertising and marketing Standards and Specifications established from time to time by TUPSS. Franchisee shall use, sell or distribute only those advertising or marketing materials that are authorized by TUPSS in writing prior to use.
- 8.6 For all newly constructed Centers (not renewals or transfers), Franchisee shall pay to TUPSS an Initial Marketing Plan Fee. Franchisee must pay an Initial Marketing Plan Fee for re-opened Centers unless the requirement is waived by TUPSS. Details regarding the Initial Marketing Plan Fee and associated program are set forth in the Manuals as may be updated from time to time. TUPSS shall have complete and absolute discretion to determine the ways in which the Initial Marketing Plan Fee is spent in support of the initial marketing plan of Franchisee’s Center.
- 8.7 Any advertising or other presence or promotion by Franchisee on the Internet must comply with the Internet Policies and Social Media Policies. Franchisee’s home page must reside on TUPSS’s Web server and must be linked from TUPSS’s corporate web site. TUPSS may require changes to Franchisee’s home page or other Internet presence on the Internet should TUPSS determine that any information contained therein is not in compliance with the Internet Policies.
- 8.8 Franchisee shall use the Marks, trade styles, color combinations, designs, symbols and slogans only in the manner and to the extent specifically permitted by this Agreement or the Manuals. Franchisee shall not cause or allow the Marks, or any of them, to be used or displayed, in whole or in part, as an Internet domain name, or on or in connection with

any Internet home page, web site or other Internet-related activity, without TUPSS's express prior written consent, and then only in such a manner and in accordance with such procedures, standards and specifications as TUPSS may establish. TUPSS reserves the right to approve all advertising or promotional materials, such as signs, stationery, business cards, forms and supplies which were not provided by TUPSS but which contain or use the Marks. All advertising (including any Internet advertising), publicity signs, decorations, furnishings, equipment or other materials employing the Marks in any way must be approved in writing by TUPSS prior to publication or use.

9. STATEMENTS, RECORDS, INSPECTIONS AND AUDITS

9.1 Statements and Records

- a. Franchisee shall keep, maintain, retain, and secure for such period(s) specified in the Manuals true and accurate accounts and records, implement inventory, POS Systems and accounting systems, submit statistical control forms, customer data, access and audit logs, and other reports or information concerning the finances and operation of the Center (collectively, the "Information") in the manner specified in the Manuals and as TUPSS may otherwise require, and, upon TUPSS's request, implement computer and other electronic hardware and software to: (1) assist Franchisee in the operation of its Center in accordance with the System, Manuals, and Data Security Requirements; (2) allow TUPSS to monitor STR, purchases, sales, costs and expenses, inventory, sales mix, usage, and other aspects of the operation of the Center; (3) enable TUPSS to develop chain-wide statistics; (4) assist TUPSS in the development of new authorized products or the removal of existing unsuccessful products; (5) enable TUPSS to refine existing authorized products; and/or (6) generally improve chain-wide understanding of the System (such data or documents created by the foregoing six (6) items also considered "Information"). The Information will not include any records or information relating to the Center's employees, as Franchisee controls exclusively its labor relations and employment practices. Without limiting the generality of the foregoing:
 - i. On or before the 14th calendar day following each Accounting Period (even if that 14th calendar day falls on a weekend or holiday), or at such other interval as TUPSS may establish, Franchisee shall electronically submit to TUPSS a Monthly Royalty Report verified by Franchisee, on a form prescribed by TUPSS, reporting STR for the preceding Accounting Period, together with such additional financial information as TUPSS may from time to time request.
 - ii. On or before the 45th day following each calendar quarter during the Term, Franchisee shall submit to TUPSS financial statements for the preceding quarter, including a balance sheet and profit and loss statement, prepared in the form and manner prescribed by TUPSS in the Manuals and in accordance with generally accepted accounting principles, which shall be certified by Franchisee to be accurate and complete.
 - iii. Within sixty (60) days following the end of each calendar year, Franchisee shall submit to TUPSS a statement of cash flow and cash on

hand, unaudited annual balance sheet, and unaudited profit and loss statement, each prepared in accordance with generally accepted accounting principles, and in such form and manner prescribed by TUPSS, which shall be certified by Franchisee to be accurate and complete. Franchisee shall submit to TUPSS a copy of the original signed IRS 1120 or IRS 1120S tax form each and every year or any other forms which take the place of the IRS 1120 or IRS 1120S forms. Franchisee shall also provide TUPSS with copies of signed original sales and use tax forms contemporaneously with their filing with the appropriate state or local authority. TUPSS reserves the right to require such further information concerning the Center as TUPSS may specify in the Manuals, including, without limitation, monthly balance sheets and profit and loss statements.

- iv. Upon TUPSS's request, Franchisee shall cause the aforesaid Information systems to be electronically linked to TUPSS, which may poll and retrieve such Information on a daily basis or at such other interval as TUPSS may determine. Such electronic link must at all times strictly comply with the Data Security Requirements.
- b. Franchisee hereby authorizes TUPSS to publish and/or incorporate in reports for use within its network of Centers any or all such Information. Franchisee acknowledges that, during the Term, TUPSS will be a creditor of Franchisee because Franchisee will regularly owe money to TUPSS on account of Royalties and other amounts due and payable under this Agreement or otherwise in connection with the Center's operation. Recognizing that TUPSS will be a creditor of Franchisee throughout the Term of this Agreement, and given the monies that Franchisee periodically owes to TUPSS, Franchisee authorizes TUPSS to periodically pull credit reports on Franchisee and its Owners to confirm their financial condition and standing.

9.2 Inspections

TUPSS or its designated agent shall have the right to enter upon the entire premises of the Center, with or without notice, and obtain full and complete access during business hours to inspect, photograph and videotape the Center and its operation in areas TUPSS maintains the authority to control and/or remedy, including all computers or other technology, including, without limitation, any storage devices that contain customer data or other Information. TUPSS shall also be permitted to inspect and photocopy, or make a digital copy of, any books, paper or electronic records, and documents relating to the operation of the Center in areas TUPSS maintains the authority to control and/or remedy. If any such inspection indicates any deficiency or unsatisfactory condition with respect to any matter required under this Agreement, the Manuals, or the Data Security Requirements, including quality, services, and authorized products, TUPSS shall notify Franchisee in writing of such non-compliance with the Manuals, the System or this Agreement, and Franchisee shall promptly correct or repair such deficiency or unsatisfactory condition. Franchisee shall cooperate with TUPSS in connection with any such inspections or related investigations. TUPSS shall endeavor to exercise its rights under this section in a manner intended to minimize interference with the operation of Franchisee's Center.

9.3 Audit

- a. Upon ten (10) days' prior written notice, Franchisee grants to TUPSS or its representatives the right, at any time, to conduct a formal investigation and/or audit of all of Franchisee's financial books and records relating to Franchisee's Center (other than those books and records relating to areas TUPSS has no authority to control and/or remedy, such as the Center's employees, which Franchisee controls exclusively) and to make copies thereof. Franchisee shall cooperate with the audit process, shall provide a reasonable work area at the Center being audited, and make a knowledgeable representative of Franchisee available to TUPSS to answer questions and explain transactions. Franchisee shall keep and maintain at the Location such books and records specified herein and in the Manuals for such duration as specified in the Manuals.
- b. If any audit or other investigation reveals an under-reporting or under-recording error of five percent (5%) or more of STR, then in addition to any fees normally due on the under-reported STR, the following will be due: (i) the expenses of the audit/inspection shall be borne and paid by Franchisee upon billing by TUPSS (\$475 minimum), (ii) interest will be assessed up to the maximum rate permitted by Applicable Laws, and (iii) a late fee of \$25 per week will be charged from December 31st of each year showing under-reporting of five percent (5%) or greater, or from the end of the audit period for a partial year audited, calculated until the audit fees are paid in full.
- c. Franchisee hereby authorizes any vendors with whom Franchisee does business to immediately release to TUPSS or TUPSS's agents, upon request by TUPSS or TUPSS's agents at any time during or after the Term, any information, reports, or data that any such vendor may possess or obtain from Franchisee in connection with providing goods or services to Franchisee.
- d. In addition to field audits conducted at the Center, TUPSS has the right to perform audits of Royalty Reports at its office and to retrieve documentation from Franchisee to support the accuracy of such reports. Upon written request from TUPSS, Franchisee is required to promptly provide TUPSS with all information requested in order to verify the accuracy of one or more Royalty Reports previously submitted to TUPSS.

10. REPRESENTATIONS, WARRANTIES AND COVENANTS

10.1 During the term of this Agreement, Franchisee and its Owners covenant, represent and warrant as follows:

- a. Franchisee: (i) shall use best and continuing efforts to promote and develop the business at Franchisee's Center, and (ii) agrees that if Franchisee is not the Primary Operator, Franchisee must supervise the Primary Operator and shall remain responsible to TUPSS for the Primary Operator's (and the Center's) performance under this Agreement, except that, in accordance with Section 7.3, if Franchisee is an Active MCO, Franchisee may utilize a Certified Operator instead of a Primary Operator and Franchisee must supervise the Certified Operator and remains responsible to TUPSS for its Certified Operator;

- b. Franchisee's Primary Operator (or, if Franchisee is an Active MCO, then Franchisee's Certified Operator) shall devote full time, on-premises attention to overseeing and supervising the Center's day-to-day operations;
- c. Franchisee shall maintain a sufficient number of competent, conscientious, trained staff to operate Franchisee's Center (the number of employees to be employed remains at Franchisee's discretion);
- d. Franchisee and its Owners shall comply with all Applicable Laws and, with respect to computer hardware, software, point-of-sale systems, and Information, all mandatory Payment Card Industry (PCI) Security Data Standards and federal and state regulations or statutes governing (i) the use or disclosure of customer data or (ii) protection or security of such customer data or computer systems;
- e. Franchisee or Franchisee's Primary Operator (or, if Franchisee is an Active MCO, then Franchisee's Certified Operator) shall attend, at Franchisee's expense, all networking meetings as arranged by TUPSS or Area Franchisee for the area in which the Center is located, if any. Franchisee should attend and participate in TUPSS's regional and/or national conventions;
- f. Franchisee shall arrange for the Primary Operator (or, if Franchisee is an Active MCO, the Certified Operator) and other supervisory employees to attend and successfully complete such training as required by TUPSS from time to time;
- g. Franchisee and its Owners shall not disclose, except to Center employees on a need-to-know basis, and shall not make copies of, any Confidential Information, directly or indirectly, or use it in any way, either during the term of this Agreement or any time thereafter, except as authorized in this Agreement;
- h. Franchisee and its Owners shall not use the Confidential Information in any business or other endeavor other than in connection with the Center;
- i. Franchisee and its Owners shall maintain absolute confidentiality of the Confidential Information during and after the Term of this Agreement;
- j. Neither Franchisee, its Owners nor any employee of Franchisee shall make any unauthorized copies, facsimiles or notes of any materials containing in whole or in part the Confidential Information;
- k. The Center shall operate and implement all reasonable procedures prescribed from time to time by TUPSS to prevent unauthorized use and disclosure of the Confidential Information, including, without limitation, restrictions on disclosure to Center employees. If Franchisee has any reason to believe that any Center employee has violated such employee's duty to not disclose the Confidential Information to unauthorized third parties, Franchisee shall promptly notify TUPSS and cooperate with TUPSS to protect TUPSS against infringement or other unlawful use, including, but not limited to, the prosecution of any lawsuits if, in the reasonable judgment of TUPSS, such action is necessary or advisable;

1. The Center shall be operated (open to the public for business) at least fifty-eight (58) hours per week, and on the required days, as further detailed in the Manuals, unless TUPSS has authorized (in writing) some lesser amount of hours;
 - m. When Franchisee and all Owners of Franchisee communicate, in writing or otherwise, with representatives of TUPSS, Franchisee and Owners shall do so in a professional and courteous manner and refrain from profanity and similar abusive or hostile communications. Violation of this provision shall be a material violation of the Franchise Agreement;
 - n. All spouses of Franchisee's Owners (if Franchisee is an Entity) or Franchisee's spouse (if Franchisee is an individual) must sign TUPSS's Spousal Consent attached as Exhibit J. If Franchisee or one of its Owners gets married after the Effective Date, the new spouse must sign the Spousal Consent within ten (10) days after the marriage date;
 - o. Franchisee shall maintain itself as an employer separate, independent, and distinct from TUPSS; and
 - p. Franchisee shall not contest, either directly or indirectly, any finding or determination that TUPSS and Franchisee are not joint employers.
- 10.2 If (and only if) TUPSS: (i) provides to Franchisee its prior written consent to Franchisee's (or Owners') proposal to engage in a business other than the operation of a Center and (ii) confirms that such other business does not violate Section 2 (titled "Covenanter's In-Term Non-Competition and Non-Solicitation Covenants") of the Owners' Non-Competition and Non-Solicitation Agreement (attached as Exhibit D hereto), then TUPSS's consent shall be further subject to Franchisee's satisfaction of all of the following conditions:
- a. such other business shall be conducted at a location other than the Location and shall not interfere with the effective operation and maintenance of Franchisee's Center;
 - b. Franchisee shall maintain separate books and records, maintain a separate and distinct image as a separate business, and not commingle funds or expenses with the business of the Center;
 - c. such other business shall not interfere with, injure or otherwise diminish the integrity or value of TUPSS's Marks or goodwill;
 - d. such other business shall not directly or indirectly compete with Franchisee's Center or have an adverse commercial impact on Franchisee's business; and
 - e. Franchisee shall pay for and/or reimburse any direct or indirect costs incurred by such other business for goods and services provided by Franchisee's Center.
- 10.3 As of the Effective Date, the information provided in the Ownership Information Form by Franchisee is true, accurate and complete. Franchisee shall not cause or permit any act or event to occur during the Term which would cause the information provided in the

Ownership Information Form to be untrue, except with TUPSS's prior written consent or as otherwise expressly permitted hereunder.

- 10.4 Franchisee affirms that all information set forth in applications, financial statements and submissions to TUPSS is, and all future submissions to TUPSS shall be, true, accurate and complete in all material respects, and Franchisee acknowledges that TUPSS has relied, and may hereafter rely, upon the truthfulness, accuracy and completeness of such information.
- 10.5 Franchisee shall display prominently in Franchisee's Center such promotional literature about TUPSS's franchise opportunities as TUPSS shall from time to time specify, including the method and location of such display.

11. TRANSFER AND ASSIGNMENT

11.1 By TUPSS

TUPSS may assign all of its right, title and interest in and to this Agreement without restriction, and the rights hereunder shall inure to the benefit of its successors and assigns, provided that any such successors and assigns shall agree in writing to assume all of TUPSS's obligations hereunder. Such assignment shall discharge TUPSS from any further obligation hereunder. TUPSS also may change its ownership or form without restriction. In addition, upon such terms as TUPSS may determine, TUPSS may delegate or assign all or some of its obligations and rights under this Agreement to an agent, the Area Franchisee whose territory includes all or part of Franchisee's Territory, or such other Area Franchisee as selected by TUPSS.

11.2 By Franchisee

- a. Franchisee is permitted to pledge, encumber or otherwise give any third party a security interest in this Agreement (and the franchise rights associated with this Agreement) only if such third party irrevocably agrees that, if and when it seeks to pursue its rights related to the security interest via a replevin (repossession) action, it shall not be permitted, without the prior written consent of TUPSS, to (i) operate the Center associated with this Agreement, or (ii) resell to a third party the franchise rights associated with this Agreement. In determining whether to grant its consent, TUPSS shall apply its standard criteria, as if the third party (or, as applicable, the third party's proposed assignee) were a candidate to become a franchisee of an existing Center.
- b. The rights and duties created by this Agreement are personal to Franchisee, and TUPSS has entered into this Agreement in reliance on many factors, including the character, skill, aptitude and business and financial capacity of Franchisee and its Owners, in the case of a Franchisee which is an Entity. Accordingly, neither Franchisee's (or any Owner's) interest in this Agreement nor any of its (or any Owner's) rights or privileges hereunder, shall be sold, conveyed, assigned, transferred, shared or divided, voluntarily or involuntarily, by operation of law or otherwise (including the division of any community property interest in connection with any divorce proceeding), in any manner (an "Assignment"), without TUPSS's prior written consent as provided in Section 11.3. Any such purported Assignment occurring by operation of law or otherwise, including any

Assignment by a trustee in bankruptcy, without TUPSS's prior written consent shall be null and void and a material default of this Agreement.

- c. Any sale, assignment, transfer, conveyance, gift, pledge, mortgage, or other encumbrance of more than 50% (or majority) of the outstanding and issued stock, membership interests, Partnership Rights or other ownership interest of Franchisee by one or more transfers, by operation of law, or by any other event(s) or transaction(s) which, directly or indirectly, effectively changes management control of Franchisee shall constitute an "Assignment" hereunder.
- d. It shall also constitute an "Assignment" hereunder if transfer of fifty percent (50%) or less of the ownership interest in Franchisee effectively changes management control of Franchisee. Example: A owns forty-nine percent (49%), B owns twenty percent (20%) and C owns thirty-one percent (31%). Sale of C's 31% thirty-one percent (31%) to B would transfer controlling interest and constitute an "Assignment."
- e. Notwithstanding anything to the contrary in Section 11 of this Agreement, a "Family Transfer" shall not constitute an "Assignment." "Family Transfer" is defined in Section 23 of this Agreement as such definition may be supplemented and updated by TUPSS in the Manuals. Franchisee must pay to TUPSS a "Family Transfer Fee" in the amount set forth in the then-current The UPS Store Franchise Disclosure Document (i.e., the one that is in effect at the time of the Family Transfer).

11.3 Franchisee acknowledges the vital importance of Franchisee to the market position and overall image of TUPSS. Franchisee also recognizes that there are many objective and subjective factors that comprise the process by which TUPSS selects a suitable franchisee; therefore, TUPSS may impose any reasonable condition to its consent to any Assignment, including, without limitation, the satisfaction of all of the following conditions:

- a. Franchisee and the proposed transferee must complete, execute and comply with all requirements of TUPSS's then-current transfer materials as provided in the Manuals;
- b. The proposed transferee must be a person or Entity that meets TUPSS's then-current Standards and Specifications and qualifications for new franchisees of Centers;
- c. The proposed Assignment shall be for commercially reasonable terms. TUPSS's consent to any Assignment does not ensure the transferee's success as a franchisee, nor should the transferee rely upon TUPSS's consent to the Assignment in determining whether to acquire the Center;
- d. As of the effective date of the proposed Assignment, all obligations of Franchisee hereunder and under all other agreements between Franchisee and TUPSS (and TUPSS's Affiliates) shall be fully satisfied;
- e. The transferee must execute a new franchisee agreement, on TUPSS's Then-Current Agreement, for a full ten (10) year initial term;

- f. At or prior to the Assignment, TUPSS must receive payment of the following fees from Franchisee (also known, for these purposes, as the “transferor” or “seller”) and/or from Franchisee’s “buyer” or “transferee”:
 - i. a “Transfer Fee” (as defined in Section 23 of this Agreement); and
 - ii. a “Processing Fee” (as defined in Section 23 of this Agreement); and
 - iii. a “Pro-Rated Renewal Fee for Transfers” (as defined in Section 23 of this Agreement); and
 - vi. an “Upgrade Evaluation Fee” (as defined in Section 23 of this Agreement).
- g. Transferee (or its Primary Operator employee) must successfully complete all phases of TUPSS’s New Franchisee Training Program to TUPSS’s satisfaction and pay all then-current training fees. If Transferee is: (i) an Active MCO, his/her Certified Operator must successfully complete TUPSS’s Certified Operator’s Training (“COT”) program, if Transferee does not wish to have a Primary Operator complete the New Franchisee Training Program for this Center; and (ii) if this is Transferee’s second or greater Center, Transferee must complete TUPSS’s MCOW program;
- h. No later than the deadline set forth in TUPSS’s then-current Transfer Upgrade Agreement, Franchisee’s Center (exterior and interior) must be upgraded, remodeled and refurbished by Transferee to TUPSS’s then-current Center image Standards and Specifications;
- i. Franchisee and all Owners shall enter into a general release (in a form prescribed by TUPSS) that will release TUPSS and its Affiliates from any and all suits, claims or causes of action arising from, or in any way connected with, the sale or operation of Franchisee’s Center during Franchisee’s ownership;
- j. TUPSS shall not incur any liability on account of withholding its consent of any proposed Assignment; and
- k. No later than the deadline set forth in TUPSS’s then-current Transfer Upgrade Agreement, the Center must be upgraded by Transferee to then-current System Standards and Specifications for POS System hardware, software and other computer-related systems required for Centers and then-current Data Security Requirements.

11.4 TUPSS’s Right of First Refusal

If Franchisee desires to make any Assignment for value, Franchisee shall, at least thirty (30) days prior to such proposed sale or Assignment, notify TUPSS in writing. Said notice must set forth the name of the proposed purchaser and all terms and conditions of the proposed sale or Assignment and be accompanied by fully completed current TUPSS transfer materials, including a fully executed Purchase and Sale Agreement. The effectiveness of the Purchase and Sale Agreement must be contingent upon TUPSS’s waiver of its right of first refusal as described herein and upon TUPSS’s consent to the

transaction. The thirty (30) day notice period shall commence upon receipt by TUPSS of all required documents and information stated herein.

- 11.5 Within such thirty (30) day period, TUPSS may elect to purchase Franchisee's rights under this Agreement and the assets of Franchisee's Center on the same terms and conditions set forth in said notice. In the event that TUPSS exercises its right of first refusal regarding such transaction, the closing shall take place on the earlier of the date stated in the notice of proposed Assignment or ninety (90) days following TUPSS's receipt of all required documents as described in Sections 11.3. and 11.4. above.
- 11.6 If TUPSS does not exercise its right of first refusal, TUPSS shall notify Franchisee whether it consents to the proposed Assignment, which approval shall not be unreasonably withheld upon compliance with TUPSS's Assignment requirements.
- 11.7 If Franchisee desires to assign its rights under this Agreement and the assets of Franchisee's Center to an Entity that is owned or controlled by Franchisee, such Assignment may be made only with TUPSS's prior written consent. Franchisee understands and agrees that conditions of TUPSS's consent to any such Assignment include the following:
- a. the assignee Entity must execute all agreements then required by TUPSS for a new franchisee, including an assignment of Franchisee's Lease (including "Addendum to Lease") for the premises where the Center is located;
 - b. all of the assignee Entity's Owners must personally guarantee the full and faithful performance of each and every term, covenant and condition of this Agreement by such transferee Entity;
 - c. the Owners of such transferee Entity shall personally supervise the operation of the Center;
 - d. Franchisee must deliver to TUPSS copies of organizational documents of such Entity (e.g., Articles of Incorporation or Association), certified by the appropriate Governmental Authority;
 - e. Franchisee must pay the then-current Incorporation Fee; and
 - f. The assignee entity shall not use any of the Marks, or any abbreviations or variations thereof, or any words deemed by TUPSS to be confusingly similar to the Marks as part of the name of any assignee entity, including any of the following words: "Mail" or "Boxes" or "Etc." or "The UPS Store" or "UPS" or the combined letters "TUPSS."

11.8 Death or Incapacity of Franchisee or any Controlling Owner

- a. In the event of the death or Incapacity of Franchisee (which is not an Entity) or any of its Controlling Owners (if Franchisee is an Entity), TUPSS shall upon the written request of the heirs or representatives, subject to Section 11.8.b., allow the heirs or representatives a period of six (6) months from date of death or Incapacity to:

- i. Demonstrate that such heirs or representatives meet TUPSS's Standards and Specifications for new Center franchisees and execute and agree to the terms of the Then-Current Agreement (except that the term of such agreement shall be the remaining Term hereof and no Initial Franchise Fee shall be payable); or
- ii. As an alternative to 11.8(a)(i) above, only if Franchisee's (or, if applicable, Controlling Owners') heir or representative(s) is/are Immediate Family Member(s) that meet TUPSS's Standards and Specifications for new Center franchisees, such Immediate Family Member(s) must execute TUPSS's form of amendment to franchise agreement replacing the name of Franchisee (or, if applicable, of Controlling Owner(s)) with the name(s) of such Immediate Family Member(s) and pay to TUPSS its then-current Non-Transfer Ownership Change Fee; or
- iii. Assign this Agreement to a third party acceptable to TUPSS who meets TUPSS's Standards and Specifications for new Center franchisees.

If the heirs or representatives of Franchisee or Controlling Owner sell the Center due to the death or incapacity of Franchisee or Controlling Owner, TUPSS's Finder's Fee shall be reduced to an amount equal to one-quarter (25%) of the then-current Initial Franchise Fee.

A failure to take the action specified in 11.8(a)(i), (ii) or (iii) above within six (6) months from the date of death or Incapacity will be deemed as a default under this Agreement.

- b. TUPSS may impose reasonable conditions to the rights granted under Section 11.8(a), including the following which shall be deemed reasonable: (i) the Center must continue to be operated in conformity with this Agreement, the System and the Manuals; (ii) the heirs or representatives register and pay for, and then attend, all training programs TUPSS requires; and (iii) if TUPSS determines in its discretion that the Center is not being operated in accordance with this Agreement, the System or the Manuals, TUPSS shall have the right, but not the obligation, to appoint a Certified Manager for the Center, upon which it shall be entitled, in addition to all other fees to be paid by Franchisee pursuant hereto, to be reimbursed (payable on an estimated basis in advance) for its actual direct and indirect costs in connection with such services and to be indemnified and held harmless from and against any and all risks, losses, costs and liability associated therewith. The Certified Manager will not exercise direct or indirect control over the working conditions of Franchisee's Center employees, except to the extent such indirect control is related to TUPSS's legitimate interest in protecting the quality of its product/services or brand.

- 11.9 If Franchisee seeks TUPSS's required consent (and a required waiver of TUPSS's right of first refusal) to change less than a controlling ownership interest in the Franchised Business, then a \$350 "Non-Transfer Ownership Change Fee" shall be paid by Franchisee to TUPSS.

- 11.10 If Franchisee is an Entity and seeks TUPSS's required consent to change the name of such Entity (without changing the ownership structure or percentages set forth on the Ownership Information Form), then Franchisee shall pay to TUPSS a \$350 "Entity Name Change Fee."

12. DEFAULT AND TERMINATION

12.1 Termination by Franchisee

Franchisee may terminate this Agreement due to a material default by TUPSS of its obligations hereunder, which default is not cured by TUPSS within 60 days after TUPSS's receipt of prompt written notice by Franchisee to TUPSS detailing the alleged default with specificity; provided, that if the default is such that it cannot be reasonably cured within such 60 day period, TUPSS shall not be deemed in default for so long as it commences to prosecute such default within 60 days and diligently continues to prosecute such cure to completion. Such notice must be given within one year of the alleged default. Failure to give such notice shall constitute a waiver of any such alleged default. If Franchisee terminates this Agreement pursuant to this Section 12.1, Franchisee shall comply with all of the terms and conditions of Section 14 and Section 7.2(d) of this Agreement, and Franchisee (or, if applicable, Owners) shall fully comply with the Non-Competition and Non-Solicitation Agreement.

12.2 Termination by TUPSS

TUPSS has the right to terminate this Agreement only for "cause." "Cause" is hereby defined as a material breach of this Agreement.

12.3 Termination with Notice and Opportunity to Cure

Except for any default under Section 12.4, and as otherwise expressly provided elsewhere in this Agreement or by Applicable Laws, Franchisee shall have 30 days after TUPSS's written notice of default in which to remedy any default under this Agreement and to provide evidence of such remedy to TUPSS. If any such default is not cured within that time period, or such longer time period as Applicable Law may require or as TUPSS may specify in the notice of default, this Agreement and all rights granted by it shall thereupon automatically terminate without further notice or opportunity to cure.

12.4 Termination by TUPSS without Notice or Opportunity to Cure

Subject to any controlling Applicable Laws to the contrary, Franchisee shall be deemed to be in material default and TUPSS may, at its option, terminate this Agreement and all rights granted hereunder, without affording Franchisee any opportunity to cure the default, effective immediately upon delivery or attempted delivery to Franchisee of notice by TUPSS of the occurrence of any of the following events:

- a. Franchisee is adjudicated bankrupt or judicially determined to be insolvent (subject to any contrary provisions of any applicable state or federal laws), or fails to meet its financial obligations as they become due, or makes a disposition for the benefit of its creditors;

- b. Franchisee or any of its Owners allows a judgment against it or them in the amount of more than \$25,000 to remain unsatisfied for a period of more than 30 days (unless a supersedeas or appeal bond has been filed);
- c. the Center, the Location (including the real property or building thereon), or the Franchisee's assets are seized, taken over or foreclosed by a government official in the exercise of its duties, or seized, taken over, or foreclosed by a creditor or lienholder, and a final judgment against the Franchisee remains unsatisfied for 30 days (unless a supersedeas or appeal bond has been filed);
- d. a levy of execution or attachment has been made upon the franchise granted by this Agreement or upon any property used in the Center, and it is not discharged within 5 days of such levy or attachment;
- e. Franchisee allows or permits any judgment to be entered against TUPSS or its subsidiaries or affiliated corporations arising out of or relating to the operation of Franchisee's Center;
- f. a condemnation or Assignment in lieu of condemnation;
- g. if Franchisee abandons the Center at the Location. (For purposes of this Agreement, "abandon" shall mean (i) Franchisee's failure, at any time during the term of this Agreement, to keep the Center open and operating for business for a period of 3 consecutive days, unless such failure to operate is due to fire, flood, earthquake, or similar natural disasters beyond Franchisee's control, (ii) Franchisee's failure to keep the Center open and operating for any period after which it is not unreasonable under the facts and circumstances for TUPSS to conclude that Franchisee does not intend to continue to operate the Center, (iii) in the event of fire, flood, earthquake, or similar natural disasters beyond Franchisee's control causing the Center's closure, Franchisee's inability, refusal or other failure to resume operation of the Center within thirty (30) days after the natural disaster causing the closure unless Franchisee, within such thirty (30) day period, advises TUPSS of its intent to relocate the Center to a substitute site TUPSS accepts and in fact relocates the Center to, and commences operation of the Center at, that substitute acceptable site within one hundred and twenty days (120) days after the natural disaster causing the Center's closure at its original Location, (iv) the termination or withdrawal of permission from the applicable lessor (or host venue) that results in Franchisee's inability to continue operation of the Center at the Location; (v) closing of the Center at the Location required by law if such closing was not the result of a violation of this Agreement by TUPSS; or (vi) any act or statement by Franchisee from which TUPSS reasonably concludes that Franchisee intends to relinquish Franchisee's rights to the Center.);
- h. if Franchisee receives 3 or more written notices of default from TUPSS, within any period of 12 consecutive months, concerning any material breach by Franchisee, whether or not such breaches shall have been curable or cured after receipt of notice. Such repeated course of conduct itself shall be considered incurable and be grounds for termination of this Agreement at the same time as, or any time after, TUPSS notifies Franchisee of the third material default;

- i. if Franchisee or any of its officers, directors, or key employees is convicted of or pleads guilty or nolo contendere to a felony or any other crime or offense that is reasonably likely, in the sole opinion of TUPSS, to adversely affect TUPSS's reputation, System, Marks or the goodwill associated therewith, or TUPSS's interest therein;
- j. if Franchisee purports to make any Assignment without TUPSS's prior written consent or otherwise violates Section 11 of this Agreement;
- k. if Franchisee materially misuses or makes any unauthorized use of the Marks or otherwise materially impairs the goodwill associated therewith or TUPSS's rights therein, takes any action that reflects materially and unfavorably upon the operation and reputation of the Center at the Location or upon TUPSS's network of Centers generally, or engages in any unauthorized use, disclosure, or duplication of the Confidential Information, excluding independent acts of employees or others if Franchisee shall have exercised its best efforts to prevent such disclosures or use;
- l. if Franchisee makes any material misrepresentations in connection with the execution of this Agreement or the acquisition of the Center at the Location;
- m. if (i) Franchisee suffers expiration or termination of the Lease for Franchisee's Center as a result of a default thereunder, (ii) Franchisee fails to cure a default under the Lease within the applicable cure period specified in the Lease, whether or not the landlord terminates the Lease as a result of that uncured default, or (iii) if Franchisee operates the Center at a hotel or other type of non-traditional venue, the hotel, the host venue and/or TUPSS receives five (5) or more customer complaints within a consecutive six (6) month period regarding Franchisee's operation of the Center, whether or not the hotel or host venue takes any action against Franchisee under the Lease;
- n. if Franchisee (or, if applicable, any Owner or spouse) shall violate the in-term non-competition or non-solicitation covenant set forth in Section 2 of the Non-Competition and Non-Solicitation Agreement(s), as attached hereto as exhibits(s);
- o. if the Small Business Administration-backed funding promised or otherwise represented to be made available to Franchisee on the condition that it sign this Agreement is not made available to Franchisee immediately after it signs this Agreement;
- p. if TUPSS has reasonable grounds to believe that Franchisee or any of its Owners, officers, directors, or key employees has engaged or attempted to engage (alone or with others), through one or more affirmative acts or a failure to act, in any fraudulent, dishonest, unethical, immoral, or similar conduct (such as, for example and without limitation, making false representations, concealing or otherwise failing to disclose material information, over-charging customers or charging customers for products or services they did not request or want, or otherwise acting deceptively) in connection with the Center's operation, whether such conduct is directed at or reasonably expected to impact the Center's customers or employees, TUPSS or any of its Affiliates, suppliers, other

franchisees, or another third party (collectively, “Impacted Parties”), and without regard to the actual monetary or other damages actually sustained by one or more Impacted Parties as a result of the conduct. For the purposes of this paragraph, “reasonable grounds” means that, based on TUPSS’s or its Affiliate’s investigation of the primary facts and circumstances relating to the conduct, it is reasonable for TUPSS or its Affiliate to conclude that the conduct (whether an affirmative act or a failure to act) was fraudulent, dishonest, unethical, immoral, or of a like nature. Whether or not TUPSS actually terminates this Agreement pursuant to this paragraph, Franchisee agrees to indemnify and reimburse any and all Impacted Parties for all damages, financial loss, costs, and expenses (including reasonable attorneys’ fees) they incur as a result of the conduct described in this paragraph and in prosecuting claims against Franchisee and any other party that engaged in such conduct (including, in the case of TUPSS if applicable, all action that TUPSS takes to enforce the termination of this Agreement and Franchisee’s post-termination obligations and TUPSS’s post-termination rights);

- q. if TUPSS has reasonable grounds to believe that Franchisee or any of its Owners, officers, or directors has engaged in any lewd or immoral conduct (such as, for example and without limitation, sexual harassment, sexual or other forms of physical abuse, or drug use or trafficking), whether or not in connection with the Center’s operation. For the purposes of this paragraph, “reasonable grounds” means that, based on TUPSS’s or its Affiliate’s investigation of the primary facts and circumstances relating to the conduct, it is reasonable for TUPSS or its Affiliate to conclude that the conduct (whether an affirmative act or a failure to act) was lewd or immoral; or
- r. Franchisee fails to comply with any Data Security Requirement or causes or contributes to a Data Security Incident.

- 12.5 Any material default by Franchisee under the terms and conditions of this Agreement, or any other agreement between TUPSS (or its Affiliate) and Franchisee or Franchisee’s Lease, or any default by Franchisee of its obligations to any DMA Co-op of which it is a member, shall be deemed to be a material default of each and every said agreement. Furthermore, in the event of termination, for any cause, of this Agreement or any other agreement between the parties hereto, TUPSS may, at its option, terminate any or all said agreements.

Notwithstanding anything to the contrary contained in this Section 12, if Franchisee’s UPS Incentive Program Contract Carrier Agreement is terminated by TUPSS’s Affiliate due to Franchisee’s failure to cure any material default of that Carrier Agreement, that termination will be considered a simultaneous uncured and incurable material default under this Agreement and will automatically and simultaneously result in the immediate termination of this Agreement without any required notice or other action by TUPSS. Grounds for Carrier Agreement termination include Franchisee’s material violation of TUPSS’s Affiliate’s designated maximum retail prices for various shipping services and options.

- 12.6 Notwithstanding anything to the contrary contained in this Section 12, in the event any valid Applicable Law of a competent Governmental Authority having jurisdiction over this Agreement and the parties hereto shall limit TUPSS’s rights of termination hereunder

or shall require longer notice or cure periods than those set forth above, this Agreement shall be deemed amended to conform to the minimum notice or cure periods or restrictions upon termination required by such laws and regulations. TUPSS shall not, however, be precluded from contesting the validity, enforceability or application of such laws or regulations in any action, arbitration, hearing or dispute relating to this Agreement or the termination thereof.

- 12.7 TUPSS's rights as stated in this Section shall be without prejudice to any other rights or remedies provided by law or under this Agreement, which include, but are not limited to, injunctive relief, damages or specific performance. TUPSS's failure to terminate this Agreement upon the occurrence of one or more of the above events shall not constitute a waiver or otherwise affect the right of TUPSS to terminate this Agreement because of any other occurrence of one or more of the events set forth above. Further, TUPSS's failure to enforce any term or condition of any other agreement (whether or not with Franchisee) or to terminate such agreement upon the occurrence of one or more of the above events shall not constitute a waiver of TUPSS's right to enforce any term or condition of or terminate this Agreement.

13. TUPSS'S RIGHTS UPON FRANCHISEE'S TERMINATION

Upon the termination of this Agreement as set forth above, in addition to all other rights and remedies of TUPSS (including as set forth in Section 14), TUPSS may, at its option:

- 13.1 Commence proceedings for damages, injunctive relief or specific performance.
- 13.2 Purchase from Franchisee, or assign to a third party the right to purchase, the tangible assets (equipment, decor, etc.) of Franchisee's Center at a purchase price equal to such assets' appraised fair market value, from which shall be deducted the following in the following order:
- a. All outstanding and unpaid obligations of Franchisee to TUPSS, including all unpaid fees, late payment fees and interest, promissory notes and equipment leases;
 - b. All of TUPSS's costs of collection of such unpaid obligations, if any;
 - c. The cost of upgrading Franchisee's Center to TUPSS's then-current requirements for Centers, including image and equipment upgrades; and
 - d. All outstanding claims of Franchisee's creditors and all accrued but unpaid amounts owed to Franchisee's lessor for the Center as of the date of the purchase, prorated as necessary.

If TUPSS exercises its right to receive liquidated damages in accordance with Section 13.5, TUPSS shall then be prohibited from exercising its rights under this Section 13.2 to purchase the tangible assets of Franchisee's Center.

- 13.3 Because the termination of Franchisee's Agreement extinguishes all intangible franchise rights that were formerly held by Franchisee, Franchisee acknowledges that the purchase described in Section 13.2 would not be in exchange for any such intangible assets or intangible rights that were formerly held by Franchisee.

13.4 If this Agreement is terminated due to Franchisee's abandonment of Franchisee's Center as described in Section 12.4(g) above, Franchisee has thereby abandoned any rights to the former business, including, but not limited to, any potential proceeds from a potential purchase or sale as described above or any payment or remuneration of any kind.

13.5 Payment of Liquidated Damages

- a. If this Agreement terminates prior to its expiration (i) by TUPSS in accordance with the terms of this Agreement, or (ii) by Franchisee not in accordance with Section 12.1 of this Agreement, TUPSS has the right, but not the obligation, to require that Franchisee pay TUPSS liquidated damages ("Liquidated Damages") as set forth in 13.5(c) below. Franchisee's payment of Liquidated Damages to TUPSS shall not be considered as a penalty for Franchisee's breaching this Agreement, but rather a reasonable estimate of TUPSS's damages and lost future fees TUPSS would have received from Franchisee under this Agreement had it not prematurely terminated.
- b. Franchisee acknowledges that its obligation to pay to TUPSS Liquidated Damages is in addition to, not in lieu of, (i) Franchisee's obligations to pay any amounts then due to TUPSS, (ii) Franchisee's obligation to fully comply with all of its post-termination duties set forth in this Agreement, and (iii) any other post-termination remedies that may be available to TUPSS under Applicable Law. However, if TUPSS exercises its right to receive Liquidated Damages in accordance with this provision, TUPSS shall then be prohibited from exercising its rights, under Section 13.2 of this Agreement, to purchase the tangible assets of Franchise's TUPSS Center.
- c. "Liquidated Damages" shall mean the amount of five percent (5%) Royalty revenue that TUPSS would likely have earned during the period of time from the date of termination until the Agreement's expiration date but in no event greater than two (2) years ("Liquidated Damages Period"). Franchisee acknowledges that the following formula for calculating such damage amounts is applicable and reasonable.
 - i. If the Franchisee's Center has been open for at least one year, then the Liquidated Damages shall be calculated by multiplying the Royalties paid by Franchisee to TUPSS during the year immediately prior to the Liquidated Damages Period by the number of years (maximum two years) in the Liquidated Damages Period. Any Liquidated Damages Period days in addition to full years shall be pro-rated accordingly.
 - ii. If the Franchisee's Center has been open for less than one year, then the Liquidated Damages shall be calculated by multiplying the average monthly Royalty paid by Franchisee to TUPSS during the Term by the number of months in the Liquidated Damages Period. Any Liquidated Damages Period days in addition to full months shall be pro-rated accordingly.
 - iii. To the extent that Franchisee has failed to either pay and/or report Royalties owed to TUPSS during the Term, TUPSS shall be permitted to

reasonably estimate the amount of such Royalties for the purpose of calculating Liquidated Damages.

14. FRANCHISEE'S OBLIGATIONS UPON EXPIRATION AND/OR TERMINATION

14.1 Upon expiration and/or termination (subject to Section 13) of this Agreement, Franchisee shall immediately:

- a. Cease to operate the former Center at Franchisee's Location, cease to use the System and Marks in any form, cease to hold itself out as a Franchisee of TUPSS, and not use or identify in any business name any of the words "The UPS Store," or "UPS," or "Store," or "Mail" or "Boxes" or "Etc." or the combined letters "TUPSS" in any combination, form or fashion or any words or letters confusingly similar to any of the words listed above, including, but not limited to, "Mail Boxes," "Mailboxes" or "MailBoxes." Franchisee shall take such action as TUPSS may require to accomplish the foregoing;
- b. Pay all sums due to TUPSS, including all sums required to satisfy in full all obligations, trade accounts, promissory notes, financing agreements and equipment leases owing to TUPSS;
- c. Return to TUPSS or to its designee the Manuals, all TUPSS- or CRS client-provided equipment, proprietary hardware, software, computer disks and all other trade secrets and other Confidential Information and instructions delivered to Franchisee, and all copies thereof, and certify the deletion or destruction of all electronic copies of the foregoing in compliance with the Data Security Requirements;
- d. Surrender to TUPSS such stationery, printed matter, signs and advertising materials containing the Marks, as may be requested by TUPSS;
- e. Take such action as may be required by TUPSS, including:
 - i. transfer and assign the business telephone number, fax number and business Internet e-mail address for Franchisee's Center to TUPSS or its designee;
 - ii. disconnect and forward all such telephone numbers and Internet addresses to TUPSS or its designee in accordance with the Data Security Requirements;
 - iii. cease using and/or transfer to TUPSS (at TUPSS's discretion) all Social Media associated with the Marks used by Franchisee and/or the Center in accordance with the Data Security Requirements;
 - iv.. transfer telephone directory listings, references and advertisements and all trade and similar name registrations and business licenses and cancel any interest which Franchisee may have in the same; and
 - v. implement all actions stated on TUPSS's "Franchisee De-Identification Checklist".

- f. At TUPSS's request, provided TUPSS or its designee does not take possession of Franchisee's Location, make such changes in signs and the furniture, fixtures, decor and equipment at Franchisee's Location as TUPSS may require to distinguish the premises from its former appearance as a Center.
- 14.2 In the event of termination and/or expiration of this Agreement, Franchisee hereby authorizes and appoints TUPSS to act as special agent or attorney-in-fact for Franchisee to transfer any listed telephone and fax numbers, transfer telephone directory listings, transfer e-mail address and Internet presence relating to Franchisee's Center, and enforce the "Addendum to Lease" executed between Franchisee and Franchisee's lessor.
- 14.3 In the event of termination and/or expiration of this Agreement, Franchisee hereby authorizes TUPSS to notify Franchisee's customers, vendors, suppliers, landlord, banks, local advertisers and any other appropriate party that this Agreement has expired and/or been terminated.
- 14.4 Termination and/or expiration of this Agreement shall be without prejudice to any other rights or remedies that TUPSS or Franchisee, as the case may be, shall have in law or in equity, including, without limitation, the right to recover benefit of the bargain damages. In no event shall a termination and/or expiration of this Agreement affect Franchisee's obligations to take or abstain from taking any action in accordance with this Agreement. The provisions of this Agreement that constitute post-Term covenants and agreements, including the obligation of TUPSS and Franchisee to resolve any and all disputes, shall survive the termination and/or expiration of this Agreement.
- 14.5 Franchisee acknowledges and agrees that the goodwill and other rights in and to the Marks and System and the use thereof shall be and remain the property of TUPSS.
- 14.6 Upon expiration and/or termination of the Term, if Franchisee does not renew pursuant to Sections 2.2 and 2.3, TUPSS shall have the right and option, but not the obligation, to purchase the tangible assets (equipment, decor, etc.) of Franchisee's Center at a purchase price equal to such assets' appraised fair market value, from which the following shall be deducted:
- a. All outstanding and unpaid obligations of Franchisee to TUPSS, including all unpaid fees, late payment fees and interest, promissory notes and equipment leases;
 - b. All of TUPSS's costs of collection of such unpaid obligations, if any;
 - c. The cost of upgrading Franchisee's Center to TUPSS's then-current requirements for Centers, including image and equipment upgrades and upgrades necessary to bring Franchisee's Center into compliance with Data Security Requirements; and
 - d. All outstanding claims of Franchisee's creditors, and all accrued but unpaid amounts owed to Franchisee's lessor for the Center as of the date of purchase, prorated as necessary.
- 14.7 Because the expiration and/or termination of Franchisee's Agreement extinguishes all intangible franchise rights that were formerly held by Franchisee, Franchisee

acknowledges that the purchase described in Section 14.6 would not be in exchange for any such intangible assets or intangible rights that were formerly held by Franchisee.

15. INSURANCE

- 15.1 Franchisee shall obtain and maintain throughout the Term insurance coverage in the types and amounts of coverage and deductibles specified in the Center Operations Manual, which shall in each instance designate TUPSS and its designated Affiliates as additional insureds and loss payees as their interests may appear. All insurance must be placed with a reputable insurance company licensed to do business in the state in which the Center is located and having a Financial Size Category equal to or greater than XV and Policyholders Rating of "A-" as assigned by Alfred M. Best and Company, Inc.
- 15.2 In the event of damage to the Center at the Location that is covered by insurance, the proceeds of any such insurance shall be used to restore such Center to its original condition as soon as possible, unless such restoration is prohibited by Franchisee's Lease or TUPSS has otherwise consented in writing.
- 15.3 Franchisee shall, prior to opening the Center at the Location, and from time to time thereafter, within 10 days after a request therefore from TUPSS, and annually thereafter, provide evidence of the renewal or extension of each insurance policy by filing with TUPSS certificates of such insurance. In addition, the policies shall contain a provision requiring 30 days' prior written notice to TUPSS of any proposed cancellation, modification, or termination of insurance.
- 15.4 If Franchisee fails to comply with the requirements specified in this Section 15, TUPSS may, but is not obligated to, obtain such insurance or bonds and keep the same in force and effect, and Franchisee shall pay TUPSS, on demand, the cost thereof.

16. COMPLIANCE WITH LAWS AND OBLIGATIONS

- 16.1 Franchisee shall comply with all Applicable Laws and, with respect to computer hardware and software and point-of-sale systems, information security, and consumer data, all applicable Payment Card Industry (PCI) Security Data Standards and timely obtain any and all permits, certificates and licenses for the full and proper conduct of business at Franchisee's Center.
- 16.2 Franchisee shall operate the Center in conformity with all U.S. Postal Service regulations. Franchisee shall implement all changes in U.S. Postal Service regulations immediately upon receipt of notice of any changes provided by the U.S. Postal Service or TUPSS. Franchisee shall implement any changes by the U.S. Postal Service and follow all guidelines as directed by the post office in Franchisee's area.

17. INDEMNIFICATION AND INDEPENDENT CONTRACTOR

- 17.1 Franchisee shall, at Franchisee's sole cost, defend and indemnify TUPSS, its Affiliates, and their respective Owners, directors, officers, employees, agents, attorneys, accountants, successors and assigns, and hold each of them harmless from and against, and reimburse them for, all losses, claims, liabilities, obligations, damages, attorneys' fees, costs, settlement amounts, judgments, lost profits, charges, expenses and taxes based upon, arising out of, or in any way related to the operation of the Center,

Franchisee's acts or omissions (including Franchisee's noncompliance or alleged noncompliance with any law, ordinance, rule, or regulation, including any allegation that TUPSS or another indemnified party is a joint employer or otherwise responsible for Franchisee's acts or omissions relating to Franchisee's Center's employees), or the breach by Franchisee of any provision of this Agreement. TUPSS and its Affiliates have the right to defend and/or settle any such matter in such manner as they deem appropriate, in their sole discretion, and without the consent of Franchisee. Franchisee shall also reimburse each of the foregoing indemnified parties for all costs reasonably incurred in investigating and defending any such matter, including, without limitation, attorneys' fees and court costs. This Section shall continue in full force and effect subsequent to and notwithstanding the expiration and/or termination of this Agreement.

- 17.2 In all dealings with third parties, including, without limitation, employees, suppliers and customers, Franchisee shall maintain itself as an employer separate, independent, and distinct from TUPSS and disclose in a manner acceptable to TUPSS that Franchisee is an independently owned, operated, and managed entity licensed by TUPSS under this Agreement. Nothing in this Agreement is intended by the parties to create a fiduciary relationship between them or to constitute Franchisee an agent, legal representative, subsidiary, joint venturer, partner, joint employer, or employee of TUPSS for any purpose whatsoever. TUPSS will not exercise direct or indirect control over the working conditions of Franchisee's Center's employees, except to the extent such indirect control is related to TUPSS's legitimate interest in protecting the quality of its products/services or brand. TUPSS and Franchisee do not share or co-determine the terms and conditions of employment of Franchisee's Center's employees. Nor does TUPSS affect matters relating to the employment relationship between Franchisee and its Center's employees, such as hiring, firing, discipline, supervision, and direction. It is understood and agreed that Franchisee is an independent contractor, and is in no way authorized to make any contract, warranty or representation or to create any obligation on behalf of TUPSS. Neither TUPSS nor Franchisee shall guarantee the obligations of the other or in any way become obligated for the debts or expenses of the other.

18. WAIVERS, FORMS OF AGREEMENT AND AMENDMENT

- 18.1 No failure of TUPSS to exercise any power reserved to it by this Agreement and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of TUPSS's right to demand exact compliance with any of the terms herein. No waiver or acceptance by TUPSS of any particular breach or default by Franchisee, nor any delay, forbearance or omission by TUPSS to act or give notice of default or to exercise any power or right arising by reason of such default hereunder, nor acceptance by TUPSS of payments due hereunder shall be considered a waiver or acceptance by TUPSS of any preceding or subsequent breach or default by Franchisee of any term, covenant or condition of this Agreement.
- 18.2 No warranty or representation is made by TUPSS that all franchise agreements heretofore or hereafter issued by TUPSS for Centers do or will contain terms substantially similar to those contained in this Agreement. Further, Franchisee recognizes and agrees that TUPSS may, in its reasonable business judgment, due to local business conditions or otherwise, waive or modify comparable provisions of other franchise agreements heretofore or hereafter granted to other franchisees of TUPSS in a non-uniform manner.

- 18.3 No amendment, change or variance from the terms and conditions in this Agreement shall be binding on either TUPSS or Franchisee except by mutual written agreement signed by the parties hereto and specifying the amendment. Change, or variance.

19. NOTICES

All formal legal notices (including notices of default or termination) permitted or required to be given pursuant to this Agreement shall be deemed delivered: (a) at the time personally delivered to Headquarters (if to TUPSS) or Franchisee's address as described in this Agreement (if to Franchisee); (b) on the next day after placing in the hands of a commercial courier service or the United States Postal Service for next day delivery; or (c) five days after placement in the United States Mail by Certified Mail, Return Receipt Requested, postage prepaid, and addressed to Headquarters (if to TUPSS) or to Franchisee's Center address or Franchisee's The UPS Store email address provided by TUPSS (if to Franchisee), or on the date of actual receipt, whichever is earlier.

20. GOVERNING LAW AND DISPUTE RESOLUTION

20.1 Validity, Choice of Law, Venue and Jurisdiction

- a. This Agreement shall become valid when counter-executed and accepted by TUPSS, it shall be deemed made and entered into in the State of California and shall be governed and construed under and in accordance with the laws of the State of California, without giving effect to any conflict of laws, except: (i) the Non-Competition and Non-Solicitation Agreement (Exhibit D to the Franchise Agreement) shall be deemed made and entered into, and governed and construed under and in accordance with, the laws of the State that is determined by the "Choice of Law" provision (Section 9) of such Non-Competition and Non-Solicitation Agreement; and (ii) to the extent governed by such federal laws protective of TUPSS's or TUPSS's Affiliates' intellectual property rights in the Marks and in the System, including, but not limited to, the Federal Trademark Act, the Federal Copyright Act, the Federal Lanham Act and the Federal Uniform Trade Secrets Act.
- b. Exclusive venue and jurisdiction of any suit arising hereunder shall lie within the courts of the State of California located in San Diego or within the courts of the United States of America located within the Southern District of California.

20.2 Mediation

- (a) Before Franchisee may initiate suit or action against TUPSS, Franchisee shall attempt first to resolve a controversy or claim with TUPSS arising out of or relating to the Franchise Agreement ("Dispute") by offering TUPSS the opportunity to engage in coordinated mediation to be conducted within one hundred twenty (120) days after the franchisee first gives notice of such Dispute (the "Mediation Notice"). The Mediation Notice must contain a detailed description of the alleged facts, circumstances and claims giving rise to the Dispute. TUPSS may, in its sole judgment, accept or reject Franchisee's offer to mediate the Dispute by notifying Franchisee of that acceptance or rejection within fourteen (14) days after receiving the Mediation Notice. If TUPSS accepts Franchisee's offer to mediate the Dispute, and unless mutually agreed by

the parties, the mediation shall be conducted in person at TUPSS's Headquarters (or at a location in San Diego, CA designated by TUPSS) and shall be consistent with one of the following mechanisms:

- (1) Facilitated mediation, utilizing a single mediator, governed by either (i) the Commercial Mediation Rules of the American Arbitration Association, (ii) the CPR Mediation Procedures, or (iii) in accordance with alternative rules mutually agreed upon by the parties. In the event that the parties cannot reasonably agree as to the rules governing the mediation, TUPSS, in its sole judgment, shall advise Franchisee of the rules governing the mediation. The fees and expenses of the mediator shall be shared equally by the parties. The mediator shall be disqualified as a witness, expert or counsel for any party with respect to the Dispute and any related matter; or
- (2) TUPSS, in its sole judgment, may elect mediation by informal meeting and discussion among the appropriate parties without the presence or involvement of a mediator.

Mediation is a compromise negotiation and shall constitute privileged communications under California and other Applicable Laws. The entire mediation process shall be confidential and the conduct, statements, promises, offers, views and opinions of the mediator and the parties shall not be discoverable or admissible in any legal proceeding for any purpose; provided, however, that evidence that is otherwise discoverable or admissible shall not be excluded from discovery or admission as a result of its use in the mediation. Mediation shall be deemed completed one hundred twenty (120) days after the date of the Mediation Notice unless extended by mutual consent of the parties.

- 20.3 TUPSS may be granted injunctive relief without the necessity of a bond, but upon notice.
- 20.4 If, during the term of this Agreement, Franchisee and TUPSS are engaged in formal dispute resolution (mediation or litigation), Franchisee and all of Franchisee's Owners must, during such dispute resolution process, continue to comply with all of their contractual duties owed to TUPSS.
- 20.5 In the event of a dispute relating to the subject matter of this Agreement, any party that requests or otherwise demands electronically stored information shall pay in advance of the identification, preservation, collection, review and production of electronically stored information all reasonable fees and costs associated with producing the information, including, but not limited to, the identification, preservation, collection, review and production of electronically stored information. An estimate of all reasonable fees and costs will be provided prior to the production of the information. In the event this estimate is not paid by Franchisee, TUPSS (including, if applicable, TUPSS's Affiliates) will not provide the information or be obligated to respond to the request or demand for electronically stored information.

21. SEVERABILITY AND CONSTRUCTION

- 21.1 Every part of this Agreement will be considered severable as set forth below.

- a. If a court of competent jurisdiction declares any provision of this Agreement (or any exhibit or other document referred to herein) pertaining to the subject matters referenced in Section 21.1(b) to be invalid or unenforceable, but such provision could be rendered valid and enforceable if modified, then Franchisee and TUPSS hereby agree that such provision shall then be deemed modified to the extent required to make it valid and enforceable to the fullest extent under applicable state law and public policy.
 - b. The subject matters that are made subject to Section 21.1(a) are any provisions of this Agreement (or any exhibit or other document referred to herein) pertaining to (i) termination of this Agreement, (ii) non-renewal of this Agreement, (iii) designation of jurisdiction and venue for dispute resolution proceedings, (iv) "choice of law" provisions that specify which state's law would apply in a dispute resolution proceeding, (v) certain types of mandatory franchisee "releases," and (vi) any other provision that is inconsistent with a valid and applicable state law that was specifically intended to protect the rights of franchisees.
 - c. If a mediator, arbitrator or court of competent jurisdiction declares any provision of this Agreement (or any exhibit or other document referred to herein), other than the provisions corresponding to the subject matters referenced in Section 21.1(b), to be invalid or unenforceable, but such provision could be rendered valid and enforceable if modified, then Franchisee and TUPSS hereby agree that TUPSS shall have the right, in its sole discretion, to modify such invalid or unenforceable provision to the extent required to render such provision valid and enforceable, including, without limitation, the right to delete the provision in its entirety.
 - d. The remainder of this Agreement shall in no way be affected and shall remain valid and enforceable for all purposes, both parties hereto declaring that they would have executed this Agreement without inclusion of such provision. In the event such total or partial invalidity or unenforceability of any provision of this Agreement exists only with respect to the laws of a particular jurisdiction, this Section shall operate upon such provision only to the extent that the laws of such jurisdiction are applicable to such provision. Each party shall execute and deliver to the other any further documents that may be reasonably required to effectuate fully the provisions hereof.
- 21.2 This Agreement and all other writings referred to herein, including the exhibits (including, but not limited to, the executed Contract Carrier Agreement), Data Security Requirements, Manuals, and Advertising Co-op Guidebook, contain the entire agreement of the parties pertaining to the subject-matter hereof. No prior or contemporaneous representations, inducements, promises, or agreements, oral or otherwise, between the parties not set forth herein shall be of any force and effect, provided, however, that TUPSS does not disclaim the representations it made in the Franchise Disclosure Document it previously delivered to Franchisee.
- 21.3 The table of contents, headings and captions contained herein are for the purposes of convenience and reference only and are not to be construed as a part of this Agreement. All terms used herein shall be construed to include the number and gender as the context of this Agreement may require. The terms of all Exhibits hereto are hereby incorporated

into and made a part of this Agreement as if the same had been set forth in full herein. As used in this Agreement, the words “include,” “includes” or “including” are used in a non-exclusive sense. Unless otherwise expressly provided herein to the contrary, any consent, acceptance, approval or authorization of TUPSS which Franchisee may be required to obtain hereunder may be given or withheld by TUPSS in its sole discretion, and on any occasion where TUPSS is required or permitted hereunder to make any judgment or determination, including any decision as to whether any condition or circumstance meets TUPSS’s Standards and Specifications or satisfaction, TUPSS may do so in its sole subjective judgment. Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved against the drafter hereof, whether under any rule of construction or otherwise. To the contrary, this Agreement has been reviewed by all parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties hereto. TUPSS and Franchisee intend that if any provision of this Agreement is susceptible to two or more constructions, one of which would render the provision enforceable and the other or others of which would render the provision unenforceable, then the provision shall be given the meaning that renders it enforceable. The parties agree that each section of this Agreement shall be construed independently of any other section or provision of this Agreement.

22. MISCELLANEOUS

- 22.1 In addition to all other remedies herein granted, if Franchisee shall default in the performance of any of its obligations or breach any term or condition of this Agreement or any related agreement, TUPSS may, at its election, immediately or at any time thereafter, without waiving any claim for breach hereunder and without notice to Franchisee, cure such default for the account and on behalf of Franchisee, and the cost to TUPSS thereof shall be due and payable on demand, shall be deemed to be additional compensation due to TUPSS hereunder, and shall be added to the amount of compensation next accruing hereunder, at the election of TUPSS.

Besides and without limiting Franchisee’s obligation to reimburse TUPSS for the cost of curing Franchisee’s breaches under this Agreement, as provided in the preceding paragraph, and besides and without limiting Franchisee’s indemnification obligations under Section 17.1 above, Franchisee acknowledges that its deviation from any contractual requirement, including any Standard and Specification, is a violation of this Agreement and will trigger incalculable administrative and management costs for TUPSS to address the violation (separate and apart from any damages Franchisee’s violation might cause to the System, TUPSS’s business opportunities, and the goodwill associated with the Marks). Therefore, Franchisee agrees that, to compensate TUPSS for its incalculable administrative and management costs due to Franchisee’s operational violations, Franchisee must pay TUPSS its then current non-compliance fee (the “Non-Compliance Fee”) for each deviation from a contractual requirement, including any Standard and Specification, cited by TUPSS. (The Non-Compliance Fee does not apply to payment defaults for which TUPSS may charge late fees and interest under this Agreement) TUPSS and Franchisee deem the Non-Compliance Fee to be a reasonable estimate of TUPSS’s administrative and management costs. TUPSS may debit Franchisee’s account for Non-Compliance Fees or set off monies otherwise due and payable to Franchisee to cover the payment of Non-Compliance Fees. TUPSS must receive the Non-Compliance Fee within five (5) days after TUPSS notifies Franchisee that it is charging it due to Franchisee’s violation. TUPSS need not give Franchisee a

cure opportunity before charging the Non-Compliance Fee. Charging the Non-Compliance Fee does not prevent TUPSS from seeking to recover damages to the System, its business opportunities, or the goodwill associated with the Marks due to Franchisee's violation, seeking injunctive relief to restrain any subsequent or continuing violation and/or formally defaulting Franchisee and terminating this Agreement under Section 12.

- 22.2 This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.
- 22.3 The submission of this Agreement does not constitute an offer, and this Agreement shall become effective only upon the counter-execution thereof by TUPSS. This Agreement shall not be binding on TUPSS unless and until it shall have been accepted and signed on its behalf by an authorized signing officer of TUPSS. This Agreement shall not become effective until and unless Franchisee shall have been furnished by TUPSS with all disclosure documents, in written form, as may be required under or pursuant to Applicable Law for requisite time periods.
- 22.4 Franchisee, and its Owners, jointly and severally acknowledge that they have carefully read this Agreement and all other related documents to be executed concurrently or in conjunction with the execution hereof, that they have had the opportunity to consult with counsel and financial advisers in connection with entering into this Agreement, that they understand the nature of this Agreement, and that they intend to comply herewith and be bound hereby.

23. DEFINITIONS

In this Agreement, the following words and phrases shall have the following meanings:

“Accounting Period” means each calendar month during the Term or such other interval as TUPSS may establish from time to time.

“Advertising Co-op” means a local advertising or regional marketing association or cooperative comprised of The UPS Store franchisees in a geographic area determined by TUPSS, which administers regional advertising, public relations, and/or marketing programs and develops standardized materials for use by its members in local advertising. Franchisee's specific Advertising Co-op is referred to as the DMA Co-op.

“Allowable Exclusions” means the total amount permitted to be deducted from Gross Sales as specified in the Manuals or the Monthly Royalty Report.

“Affiliate” when used herein in connection with TUPSS or Franchisee, means and includes each Entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with TUPSS or Franchisee, as applicable. Without limiting the foregoing, the term “Affiliate” when used herein in connection with Franchisee means and includes any Entity more than 50% of whose stock, membership interests, Partnership Rights, or other equity ownership interests (collectively “Equity”) or voting control is held by person(s) or Entities who jointly or severally hold more than 50% of the Equity or voting control of Franchisee.

“Applicable Laws” means and includes applicable common law, and all applicable statutes, rules, regulations, ordinances, policies and procedures established by any Governmental Authority, as in effect on the Effective Date and as may be amended or supplemented from time to time. This includes, without limitation, all U.S. Labor and Employment laws and Immigration laws authorizing Franchisee and its owners to legally reside in the U.S. and own and operate a franchise business in the U.S.

“Area Franchisee” means an individual or Entity that has executed an Area Franchise Agreement with TUPSS and whose territory includes the Center at the Location, or such other individual or Entity designated by TUPSS that has executed an Area Franchise Agreement with TUPSS.

“Center” means a postal, packaging, shipping, business and communication retail service center operated under the Marks and in accordance with the System and, if company-owned, owned and operated by either TUPSS or an Affiliate of TUPSS or, if franchised, owned, operated, and managed by a franchisee pursuant to a validly existing Franchise Agreement.

“Center Development Fee” means the fee charged by Area Franchisee or TUPSS’s designee for services provided in connection with the management of the construction of the Center at the Location, as set forth in the then-current Franchise Disclosure Document.

“Certified Operator” means the individual who (1) works full time on premises in the Center and helps oversee the Center’s day-to-day operations and (2) has successfully completed all assessments, Web-based training, and Certified Operator Training.

“Confidential Information” means any data or information, other than Trade Secrets, that is of value to TUPSS and is not generally known to competitors of TUPSS. To the extent consistent with the foregoing, Confidential Information includes, but is not limited to, the business methods that comprise the System, including, but not limited to, know-how, plans, strategies, sales techniques, pricing, advertising format, accounting systems, operation systems, policies, procedures, systems, compilations of information, records, specifications, and manuals, all of which shall be provided in written form to Franchisee. Confidential Information also includes information that is subject to a duty owed by TUPSS to a third party to maintain the information as confidential. Provided, however, that Confidential Information shall not include any information that was already in the public domain prior to its disclosure to Franchisee by TUPSS.

“Controlling Owner” means an individual or Owner that owns, directly or indirectly (i.e., through an Entity): (1) a controlling, majority (i.e., more than 50%) equity interest in the Center’s franchise rights; or (2) an effective controlling, significant fraction (even 50% or less) equity interest in the Center’s franchise rights. Percentages are as set forth on this Agreement’s Ownership Information Form.

“Co-op Fee” shall have the meaning set forth in Section 5.1.

“Corporate Retail Solutions” (or “CRS”) means a program designed to provide special product and service offerings and/or business terms to employees, customers, clients and/or guests of, and/or other end users of the System’s products and services located at, designated corporate or other clients of TUPSS or UPS, including, without limitation, for-profit and not-for-profit corporations, associations, and other business organizations, government agencies, educational and other institutions, and administrative bodies.

“Data Security Incident” means any act that initiates either internally or from outside Franchisee's computers, point-of-sale terminals, and other technology or networked environment and violates explicit or implied security policies, including but not limited to: attempts (either failed or successful) to gain

unauthorized access (or to exceed authorized access) to the System or its data or to view, copy, or use personally identifiable information or sensitive personally identifiable information about customers or Proprietary Information without authorization or in excess of authorization; unwanted disruption or denial of service; unauthorized use of a system for processing or storage of data; and changes to system hardware, firmware, or software characteristics without TUPSS's knowledge, instruction, or consent. A Data Security Incident may have been initiated internally or externally to the System.

"Data Security Requirements" means the requirements set forth in the applicable portion of the Center Operations Manual which discusses data security.

"Designee" means any Affiliate of TUPSS or any independent contractor, agent, or other third party that is not an Affiliate of TUPSS but is designated and/or authorized by TUPSS to take certain action, whether or not on behalf of TUPSS.

"E-Commerce Program" means the plans, strategies, operation systems, policies, procedures, systems, standards and specifications for selling products and/or services over and using the Internet where customers pay only on a TUPSS-owned or TUPSS-contracted website.

"E-Offering" means a particular product or service (no matter how designated) offered under the E-Commerce Program.

"Effective Date" means the date this Agreement was counter-executed by TUPSS.

"Entity" (or, as applicable, **"Entities"**) means any limited liability partnership, general partnership or limited partnership (each of which shall be referred to as a "Partnership"), and any trust, association, corporation, limited liability company or other entity which is not an individual person.

"Family Transfer" means Franchisee's conveyance (1) to an "Immediate Family Member" of a controlling ownership interest in Franchisee's rights under this Agreement, either (a) directly, or (b) indirectly such as through a conveyance of a controlling interest in a legal entity (corporation, LLC, etc.) that owns Franchisee's rights under this Agreement; and (2) in compliance with all of TUPSS's additional Family Transfer-related criteria, requirements and processes as are set forth in the Manuals, as may be updated by TUPSS from time to time.

"Franchisee" means the individual person(s) and/or Entities that own the Center's franchise rights under this Agreement, as identified on this Agreement's Ownership Information Form.

"Franchisee's Lease" means the real property lease for the Location.

"Full Time" refers to a Certified Operator or Primary Operator who has completed all required training programs, is physically present in the Center a minimum of 35 hours per week, and devotes his or her time and attention to overseeing the Center's performance.

"Governmental Authority" means and includes all federal, state, county, municipal and local governmental and quasi-governmental agencies, commissions and authorities.

"Gross Commissions" means the total amount of all commissions actually earned by Franchisee during the Term on account of those transactions occurring at the Center in which Franchisee acts as agent for those certain vendors or service providers specified in the Manuals.

“Gross Sales” means the total of all revenues derived from products and/or services sold by or through Franchisee’s Center during the Term, whether evidenced by cash, services, credit, property, barter, electronic funds transfer, or other means of exchange, and whether or not such products and/or services are sold in any other Center, including: (a) revenues from sales of any nature or kind whatsoever derived by Franchisee or by any other person or Entity (including Franchisee’s Affiliates) from the Center or a permitted Kiosk; (b) sales of products and/or services in contravention of this Agreement at locations other than the Location or a permitted Kiosk; (c) the proceeds of any business interruption insurance, after the satisfaction of any applicable deductible; (d) sales from vending devices, including pay telephones; (e) mail or telephone orders received or filled in or from the Center; (f) orders taken in or from the Center although filled elsewhere; (g) proceeds from insurance payments for theft of revenue, if revenue was not previously reported on royalty reports; and (h) revenues received by Franchisee on account of its participation or involvement, whether mandatory or voluntary, in an E-Offering (including, but not limited to, the Online Printing Program), irrespective of the particular products, services, or support actually made available by Franchisee in the E-Offering.

“Headquarters” means TUPSS’s offices located at 6060 Cornerstone Court West, San Diego, California, 92121, or such location to which TUPSS’s offices may be relocated.

“Immediate Family Member” means, either through natural blood relations or through legal adoption, a father, mother, child, grandparent, grandchild, spouse or sibling of the person (either Franchisee or, if Franchisee is an Entity, Controlling Owner(s)) seeking to convey a controlling interest in Franchisee’s rights under this Agreement to that Immediate Family Member.

“Incapacity” means an individual who suffers from a physical or mental impairment, or a combination of both, rendering Franchisee, or its Owner, unable to substantially perform all of Franchisee’s obligations and duties provided herein and in the Manuals, which is verifiable by medical findings and has continued or is reasonably certain to continue for at least six (6) months without substantial improvement that would allow such individual to perform.

“Incorporation Fee” means the fee set forth in the Manuals that shall be paid by Franchisee to TUPSS in connection with the Assignment of this Agreement to an Entity in which one of its Owners is the Franchisee named herein.

“Initial Franchise Fee” means the then-current applicable initial franchise fee in effect on the Effective Date for the type of Center operated by Franchisee pursuant to this Agreement. TUPSS’s then-current Franchise Disclosure Document and/or Operations Manual shall set forth all applicable amounts.

“Initial Marketing Plan Fee” means the Fee (amount disclosed in the then-current Franchise Disclosure Document), which shall be used to conduct a promotional campaign for the initial Marketing of the Center operated pursuant to this Agreement.

“Internet” means the interactive, multimedia, global communications network.

“Internet Policies” means TUPSS’s policies and procedures regarding the Internet as specified in the Manuals.

“ISE” or “In Store Experience” means the in-Center parts of the New Franchisee Training Program which occurs before and after the University Business Course (“UBC”) portion of the New Franchisee Training Program.

“Kiosk” means a TUPSS-authorized (i) temporary staffed or unstaffed, or (ii) permanent staffed or unstaffed installation, which TUPSS may also call a “satellite” location, which offers some or all of the products and services customarily offered by Centers.

“Location” means the location of Franchisee’s Center constructed, owned, operated, and managed pursuant to this Agreement.

“Manuals” means those manuals, whether in hardcopy or electronic format, developed and produced by TUPSS and licensed to Franchisee, including, but not limited to, all center operations manuals, operating manuals, policy manuals, training manuals, marketing manuals, and bulletins, supplements, and ancillary and additional written materials and electronic communications distributed by (or on behalf of) TUPSS to Franchisee, as revised from time to time.

“Marks” means those certain trademarks, service marks, trade names, trade dress, interior and exterior design, logos and/or indicia of origin (identified in Item 13 of TUPSS’s then-current The UPS Store Franchise Disclosure Document and/or in the Manuals) and such other trademarks, service marks, trade names, slogans, trade dress, interior and exterior design, logos and/or indicia of origin as TUPSS may authorize Franchisee to use from time to time.

“Monthly Royalty Report” means a report in a form specified by TUPSS, which may be changed from time to time, reporting transactions at the Center at the Location.

“MCO” or “Multiple Center Owner” means an Owner who owns an ownership interest (i.e., even 1%) in the franchise rights of at least 2 Centers but such Owner must be the Controlling Owner in the franchise rights of at least one of these multiple Centers. There are two sub-categories of MCOs: (1) an **“Active” MCO** devotes full time and attention to overseeing the performance of all of its franchised Centers, but is not physically present full time in any one of such Centers; and (2) an **“Absentee” MCO** devotes less than full time and attention to overseeing the performance of all of its franchised Centers but may serve as the Primary Operator for one of its Centers.

“National Advertising Fee” shall have the meaning set forth in Section 5.1.

“National Advertising Fund” or “NAF” means all National Advertising Fees received by TUPSS from its franchisees.

“New Franchisee Training Program” means TUPSS’s comprehensive training program, as updated from time to time, providing training to Franchisees in the System, including, but not limited to: (1) business management and retail and sales skills along with training in the day-to-day operations of a Center; and conducted through (2) Web-Based Training (WBT), the In Store Experience (ISE) and the University Business Course (UBC).

“Non-Compliance Fee” shall have the meaning set forth in Section 22.1.

“Non-Traditional” means, with respect to sites for Centers, colleges, universities, hotels, convention centers, airports, resorts, military bases, self-storage facilities, inside other retailers (“store-within-store”), office buildings, regional or outlet malls, bus or train stations, and other similar facilities that are different from the sites approved for traditional Centers.

“Owner” means any individual person(s) serving as shareholder, member, general or limited partner, trustee or beneficiary, or other equity owner of an Entity that is the Franchisee; provided, that if TUPSS or any Owner or Affiliate of TUPSS has any ownership interest in such Entity, the term Owner shall not

include or refer to TUPSS or TUPSS's Owners or Affiliates, and no obligation or restriction upon Franchisee or its Owners, officers, directors, or managers shall bind TUPSS, its Owners or Affiliates, or their respective Owners, officers, directors or managers.

“Partnership Rights” means voting power, property, profits or losses, or partnership interests of a Partnership.

“Pilot Center” means a Center constructed and maintained by an Area Franchisee pursuant to a Franchise Agreement and designated as the “Pilot Center.”

“POS System” means TUPSS's Point of Sale system that is used to process and record all transactions with the Center's customers.

“Primary Operator” means the individual person who has: (1) the direct, full-time on-premises primary responsibility for overseeing and supervising the Center's day-to-day operations; (2) who has successfully completed all (Web-based Training, University Business Course (including three (3) days of Print Services Training), and In Store Experience) phases of the New Franchisee Training Program; and (3) who possesses a sufficient level of proficiency in the English language. There may be only one Primary Operator per Center who may be either: (a) the Franchisee or one of its Owners; or (b) a supervisory employee of Franchisee who does not (directly or indirectly) own any interest in the Center's franchise rights.

“Principal” means “Owner” as defined above.

“Pro-Rated Renewal Fee for Transfer” means that portion of the Renewal Fee required to bring the transferee's Franchise Agreement Term up to a full ten (10) year term.

With regard to when the Franchisee under this Agreement is the transferee (buyer) in the applicable transaction {See Section 5.1(b)(ii)(C)}, the “Renewal Fee” for purposes of pro-ration shall mean the amount of the “Renewal Fee” in the Franchise Disclosure Document received by the Franchisee who is the transferee (buyer) in the applicable transaction.

If the Franchisee under this Agreement is the transferor (seller) in the applicable transaction {See Section 11.3(f)(iii)}, then the “Renewal Fee” for purposes of pro-ration shall be the amount of the “Renewal Fee” set forth in the Franchise Disclosure Document associated with this Agreement.

Pro-ration is achieved by subtracting the amount of time left on the transferor's (seller's) franchise agreement from the amount of the time set forth in the term of the transferee's (buyer's) franchise agreement.

For example, if the transferor has one (1) year left on its franchise agreement term and the transferee's agreement sets forth a term of ten (10) years for franchisees who buy “new” (i.e., not via transfer) TUPSS franchises, then the transferor and/or transferee must pay TUPSS a “Pro-Rated Renewal Fee for Transfers” equal to 90% of the Renewal Fee.

“Processing Fee” with regard to when the Franchisee under this Agreement is the transferee (buyer) in the applicable transaction {See Section 5.1(b)(ii)(B)}, the “Processing Fee” shall mean the amount of the “Processing Fee” specified in the most recent Franchise Disclosure Document received by the Franchisee signing this Agreement who is the transferee (buyer) in the applicable transaction.

With regard to when the Franchisee under this Agreement is the transferor (seller) in the applicable transaction {See Section 11.3(f)(ii)}, the “Processing Fee” shall mean the amount of the “Processing Fee” set forth in the most recent Franchise Disclosure Document received by the Franchisee who is the transferee (buyer) in the applicable transaction.

“Proprietary Information” means, collectively, the Confidential Information and the Trade Secrets; provided, however, that Proprietary Information shall not include information that Franchisee can prove: (a) becomes generally known in its entirety prior to or after the time of receipt by Franchisee through no improper action of Franchisee; (b) was known to Franchisee prior to receipt under this Agreement; (c) is received by Franchisee from a third party, other than an affiliate of TUPSS, which is not under an obligation of confidentiality to TUPSS; or (d) is developed independently by Franchisee without the benefit of the Proprietary Information. A combination of the above elements in this paragraph shall not be deemed to be within any of the above exceptions merely because individual elements in this paragraph are within such exceptions.

“Renewal Fee” means an amount equal to 25% of the Initial Franchise Fee specified in the Then-Current Agreement for new Centers. If such then current Agreement provides for different Initial Franchise Fee amounts (e.g., discounts for multiple ownership), it is understood that the Renewal Fee shall always be 25% of the highest of these different fees.

“Retail Outlet” means any retail store outlet that has an actual physical location at a specific site.

“Royalty” shall have the meaning set forth in Section 5.1.

“Security Agreement” means the Security Agreement attached hereto as Exhibit F.

“Social Media” means any and all Internet-based methods and systems by or through which people, businesses, organizations, institutions, and other entities communicate, including, without limitation, personal blogs, common social networks like Facebook, professional networks like LinkedIn, live-blogging tools like Twitter, virtual worlds, file, audio and video-sharing sites, and other similar social networking or media sites or tools.

“Software” means those certain software programs developed by TUPSS for use in Centers and such other software programs as TUPSS may require Franchisee to use from time to time.

“STR” or “Subject to Royalty” means Gross Sales plus Gross Commissions less Allowable Exclusions during each calendar month.

“Standards and Specifications” means the standards of quality, appearance, and service for Centers, and all standards, specifications, requirements and procedures specified from time to time by TUPSS in the Manuals or in other written directives pertaining to the business activities of franchisees, including TUPSS’s standards in sign quality and appearance, Center appearance, advertising, maximum retail prices, computer hardware and software, Data Security Requirements, stationery, business cards, business forms and other promotional material, defined product and service offerings, general decor and standards, and standards, specifications, requirements and procedures relating to the E-Commerce Program.

“System” means TUPSS’s business operating methods for Centers, including copyrights; specifications for equipment, Software, fixtures and uniforms, including the hardware, software, policies, and procedures set forth in the Data Security Requirements; defined product and service offerings for a postal, packaging, business and communication retail service center (including those made available through an E-Commerce Program, CRS Program and/or approved vendor program); standard operating and

administrative procedures; management and technical training programs; and marketing and public relations programs, all as in effect and as revised from time to time.

“Term” shall have the meaning set forth in Section 2.1.

“Territory” means that certain geographic area specified in Exhibit B attached hereto; the boundaries of the Territory shall extend only to the middle of the line of demarcation, i.e., to the middle of a street or highway, or, in the case of a written description of the Territory, the middle of the street or highway indicated in such written description.

“The UPS Store Marketing Fee” shall have the meaning set forth in Section 5.1.

“Then-Current Agreement” means the form of franchise agreement then currently provided to prospective franchisees or, if not then being so provided, then such form selected by TUPSS in its sole discretion which form previously has been delivered to and executed by a franchisee of TUPSS. The terms of the Then-Current Agreement may differ from the terms of this Agreement.

“Trade Secret” means any information, including, but not limited to, technical or non-technical data, a formula, a pattern, a compilation, a program, a device, a method, a technique, a drawing, a process, financial data, financial plans, product plans, or a list of actual or potential customers or suppliers, which (a) derives economic value, actual or potential, from not being generally known to and not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use and (b) is the subject of efforts by TUPSS and its affiliates that are reasonable under the circumstances to maintain its secrecy.

“Transfer Fee” with regard to when the Franchisee under this Agreement is the transferee (buyer) in the applicable transaction {See Section 5.1(b)(ii)(A)}, shall mean the amount of the “Transfer Fee” specified in the most recent Franchise Disclosure Document received by the Franchisee signing this Agreement who is the transferee (buyer) in the applicable transaction.

With regard to when the Franchisee under this Agreement is the transferor (seller in the applicable transaction) {See Section 11.3(f)(i)}, the “Transfer Fee” shall mean the amount of the “Transfer Fee” set forth in the most recent Franchise Disclosure Document received by the Franchisee who is the transferee (buyer) in the applicable transaction.

“TUPSS” means The UPS Store, Inc., a Delaware corporation.

“University” means TUPSS’s franchisee training facility located in TUPSS’s Headquarters.

“Upgrade Evaluation Fee” means the fee that Franchisee pays to TUPSS to determine the types (and estimated expenses) of computer, data security, equipment, fixtures and decor (exterior and interior) upgrades that the Center must achieve in order to comply with Section 11.3(h) and (k) of this Agreement. TUPSS’s then-current Franchise Disclosure Document specifies the amount of such Upgrade Evaluation Fee, and the Manuals and Item 6 of the then-current Franchise Disclosure Document provide additional information regarding the Upgrade Evaluation program.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed effective as of counter-execution by TUPSS's authorized signing officer shown as follows:

"FRANCHISEE"

If the "Franchisee" is a legal entity (corporation, limited liability company, partnership, etc.), then (1) insert the name of such legal entity Franchisee in the following space: _____, and (2) next to the name of the person(s) that is/are signing this agreement as authorized representative(s) of such legal entity, insert their title within such legal entity (president, member, partner, etc.). If the "Franchisee" is not a legal entity, but rather one or more persons, then (1) please insert an "X" in the following space: _____ and (2) do not fill-in the title line(s) below.

1. _____, 20____
Signature of Franchisee (or of equity owner of Franchisee, if Franchisee is a legal entity) Date

Printed name of person that signed above: _____

Title: _____

2. _____, 20____
Signature of Franchisee (or of equity owner of Franchisee, if Franchisee is a legal entity) Date

Printed name of person that signed above: _____

Title: _____

3. _____, 20____
Signature of Franchisee (or of equity owner of Franchisee, if Franchisee is a legal entity) Date

Printed name of person that signed above: _____

Title: _____

4. _____, 20____
Signature of Franchisee (or of equity owner of Franchisee, if Franchisee is a legal entity) Date

Printed name of person that signed above: _____

Title: _____

"TUPSS"

THE UPS STORE, INC.
A Delaware Corporation

Date of TUPSS's Counter-Signature
*(Effective Date of Franchise Agreement)

BY: _____
Authorized Signing Officer

_____, 20____
*Date

BY: _____
Assistant Secretary

OWNERSHIP INFORMATION FORM

INSTRUCTIONS: Please carefully read and complete each section of this form.

1. FULL NAME(S) OF FRANCHISEE [If this franchise is owned by a legal entity, **only** insert the name of the legal entity; if this franchise is owned by one or more persons, **only** insert the name(s) of such person(s)] :

2. THE FRANCHISE WILL BE OWNED BY: (Check which one applies)

- a. SOLE PROPRIETOR (i.e., individual person or persons) _____
- b. LEGAL ENTITY
- (i) CORPORATION _____ Fed. Tax ID # _____
- (ii) LIMITED LIABILITY COMPANY _____ Fed. Tax ID # _____
- (iii) PARTNERSHIP _____ Fed. Tax ID # _____
- (iv) OTHER (_____) _____ Fed. Tax ID # _____

3. PRINT FULL NAME(S) OF ALL PERSON(S) THAT EITHER DIRECTLY {i.e., as sole proprietor(s)} OR INDIRECTLY (i.e., as shareholder of corporation, member of LLC, etc.) OWN AN EQUITY INTEREST IN THE FRANCHISE RIGHTS. NEXT TO EACH PERSON(S)' NAME LIST THEIR OWNERSHIP PERCENTAGE; **ALL PERCENT NUMBER(S) MUST TOTAL 100 PERCENT.**

| NAME | PERCENT OF OWNERSHIP | SOCIAL SECURITY NUMBER |
|-------|----------------------|------------------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

4. PRIMARY CONTACT PERSON (**Please print name of one person who is listed in paragraph 3 above.**)

(Name)

CONTINUING PERSONAL GUARANTEE

As an inducement to THE UPS STORE, INC., a Delaware corporation ("TUPSS"), to enter into that certain Franchise Agreement of _____, 20____ (the "Franchise Agreement") by and between TUPSS and _____ ("Franchisee"), the undersigned Guarantor(s), jointly and severally, absolutely and unequivocally personally guarantee the performance by Franchisee of all obligations of Franchisee to TUPSS, including, without limitation, royalty fees, marketing fees, credit sales in the form of trade receivables, performance of all other covenants pursuant to the Franchise Agreement and any extensions or renewals thereof, equipment leases or sales, promissory notes and all other obligations now due TUPSS or hereafter incurred in favor of TUPSS ("Obligations") should Franchisee fail to perform. My Obligations under this Continuing Personal Guarantee are not transferable.

I, the undersigned waive: (a) all presentments, demands for performance, notices of nonperformance, protests, and all other notices, including but not limited to notices of protest, dishonor, any default, partial payment or nonpayment of all or any part of the obligations guaranteed hereunder and the existence, creation, or incurring of new or additional obligations guaranteed hereunder; (b) any right to require TUPSS to proceed against Franchisee or any other person, to proceed against or exhaust any security held by Franchisee or any other person for the obligations guaranteed hereunder or to pursue any other remedy in TUPSS's power whatsoever; (c) any defense arising by reason of the invalidity, illegality or lack of enforceability of the obligations guaranteed hereunder or any part thereof, or by reason of any incapacity, lack of authority, death, disability or other defense of Franchisee or any other person, or by reason of the failure of TUPSS to file or enforce a claim against the estate (in administration, bankruptcy or any other proceeding) of Franchisee or any other person, or by reason of the cessation from any cause whatsoever of the liability of Franchisee or any other person with respect to all or any part of the obligations guaranteed hereunder, or by reason of any act or omission of TUPSS or others which directly or indirectly results in the discharge or release of Franchisee or any other person or any obligations guaranteed hereunder or any security therefore, whether by operation of law or otherwise; (d) any defense arising by reason of TUPSS's failure to obtain, perfect, or maintain a perfected or prior security interest in, lien or encumbrance upon, any property of Franchisee or any other person, or by reason of any interest of TUPSS in any property, whether as owner thereof or the holder of a security interest therein or lien or encumbrance thereon, being invalidated, avoided, declared void, fraudulent or preferential or otherwise set aside, or by reason of any impairment of TUPSS of any right to recourse or collateral; (e) any right to require TUPSS to marshal any assets in favor of the undersigned; (f) any defense based upon any failure of TUPSS to give Franchisee or the undersigned notice of any sale or other disposition of any property securing any or all of the obligations guaranteed hereunder or any guarantee thereof, or any defect in any notice that may be given in connection with any sale or other disposition of any such property, or any failure of TUPSS to comply with any provision of applicable law in enforcing any security interest in or lien upon any such property, including any failure by TUPSS to dispose of any such property in a commercially reasonable manner; and (g) any defense based upon or arising out of any bankruptcy, insolvency, reorganization, arrangement, readjustment of debt, liquidation or dissolution proceeding commenced by or against Franchisee or any other person, including any discharge of, or bar against collecting, any of the obligations guaranteed hereunder (including any interest thereon), in or as a result of any such proceeding.

I shall not have any right of subrogation until all indebtedness of Franchisee to TUPSS shall be paid in full. I waive any right to collateral and waive any right to participate in any collateral, until all indebtedness of Franchisee to TUPSS shall have been paid in full.

I shall pay reasonable attorneys' fees and all other costs and expenses which may be incurred by TUPSS in the enforcement of this Continuing Personal Guarantee.

EX A-1

This is a continuing personal guarantee and it shall remain in full force during and after the Franchise Agreement’s term, until all obligations owed by Franchisee to TUPSS pursuant to the Franchise Agreement are fully performed.

In the event of any default by Franchisee or by Guarantors, Guarantors acknowledge and agree that TUPSS may exercise all rights of offset to recoup any obligations owed to TUPSS.

I subordinate any debts and obligations of Franchisee to me to all the debts and obligations of Franchisee to TUPSS.

Should any one or more provisions of this Continuing Personal Guarantee be determined to be illegal or unenforceable, all other provisions shall nevertheless remain effective.

This Agreement shall inure to the benefit of and bind, as the case may require, TUPSS, its successors and assigns, including the assignees of any credit guaranteed hereby, and my heirs, executors, administrators, successors and assigns.

I specifically acknowledge that I have read all the terms of this Continuing Personal Guarantee, have received a true copy of it and agree to be bound by its terms.

Dated: _____ 20____, at _____
(City/State)

Signature of Individual

Signature of Individual

Signature of Individual

Signature of Individual

Signature of Individual

Signature of Individual

Signature of Individual

TERRITORY BOUNDARIES

Franchisee’s rights with respect to the Territory (as defined in Section 23 of the Franchise Agreement) are set forth in Sections 1.2 (Territory) and 1.3 (Franchisee’s Right of First Refusal for Non-Traditional Development) of the Franchise Agreement. The boundaries of the Territory, and the map showing the Territory, are as follows (in the unlikely event that there is a discrepancy between the written description of the Territory boundaries and the map description of the Territory boundaries, the written description shall govern and control):

Center # _____ (Center Address):_____.

Territory Description:_____
_____.

Map to be Inserted

- If no specific territory is set forth in this Exhibit B, then the Franchise Territory for this Franchise Agreement is limited to the specific site location set forth in this Franchise Agreement.
- All boundary lines shall be deemed to constitute a line of demarcation up to the middle of the specific boundary line (*e.g.*, a boundary line designated as a street shall denote a boundary up to the middle of the street).

Date

Franchisee - Authorized signature and printed name

Date

Franchisee - Authorized signature and printed name

Date

Franchisee - Authorized signature and printed name

Date

Franchisee - Authorized signature and printed name

Franchise Territory Approval
By The UPS Store, Inc.

Date

**CONDITIONAL ASSIGNMENT OF TELEPHONE NUMBER, TELEPHONE LISTINGS
AND INTERNET PRESENCE**

For value received, the undersigned Franchisee assigns to its franchisor, The UPS Store, Inc. ("TUPSS"), all of its right, title and interest in and to the telephone and fax numbers, any and all telephone directory listings, and any e-mail or Internet presence occupied by Franchisee and used for the purpose of conducting business as a The UPS Store® Center. This assignment shall become effective only upon termination (including expiration) of the Franchise Agreement between Franchisee and TUPSS. Upon any such assignment, Franchisee shall be fully responsible for, and shall faithfully discharge, any and all debts and liabilities owing to any such vendor of telephone or Internet service.

Franchisee hereby irrevocably agrees to fully and promptly cooperate with TUPSS to prepare and sign any and all documents which TUPSS might deem reasonably necessary to effectuate the terms of this assignment. The undersigned, both personally and on behalf of Franchisee if it is a business entity, hereby irrevocably authorizes and appoints TUPSS, any of TUPSS's assignees, and any of their authorized agents or employees, to act as special agent or attorney-in-fact for the undersigned (and the Franchisee if it is a business entity), and each of them, to execute and sign on behalf of the Franchisee such documents as TUPSS or its assignees, agents, or employees deem necessary or appropriate to effectuate the terms of this assignment. Franchisee understands that time is of the essence regarding all actions to be taken under this assignment. TUPSS may exercise its assignment rights described herein up to and including 10 years and six months from the date below.

FRANCHISEE:

(Printed Name of Franchisee)

By: _____
Signature

Date

(Print name)

By: _____
Signature

Date

(Print name)

By: _____
Signature

Date

(Print name)

By: _____
Signature

Date

(Print name)

INSTRUCTION: Each co-owner of the franchise or of the legal entity (corporation, LLC, etc.) must sign their name, NOT the name of the legal entity.

NON-COMPETITION AND NON-SOLICITATION AGREEMENT

This Non-Competition and Non-Solicitation Agreement ("Agreement") is entered into by and between The UPS Store, Inc. ("TUPSS") and _____ ("Covenantor"), and becomes effective on the date counter-signed below by TUPSS.

RECITALS

WHEREAS, Covenantor is either (1) the "Franchisee" named in a Franchise Agreement ("Franchise Agreement") that is being executed corresponding to this Agreement, or (2) an equity owner of the legal entity (corporation, LLC, partnership, etc.) that is named as the "Franchisee" in such Franchise Agreement;

WHEREAS, Covenantor acknowledges that TUPSS has a legitimate business interest in protecting its franchisees from unfair competition by an existing or former franchisee that has or had special, intimate knowledge of TUPSS's valuable trade secrets and confidential information and proprietary operating methods;

WHEREAS, Covenantor acknowledges that TUPSS has a legitimate business interest in protecting its franchisees from unfair competition by an existing or former TUPSS franchisee that transfers (without permission) the goodwill associated with TUPSS's trademarks to a business that competes with TUPSS's franchisees;

WHEREAS, Covenantor acknowledges that TUPSS has a legitimate business interest in protecting its franchisees from unfair competition by an existing or former franchisee of that is able to take advantage of the knowledge and experience gained as a franchisee by operating its new business without having to continue to pay royalties and other fees for such information, thereby placing at a competitive disadvantage such remaining franchisees that continue to abide by their contractual obligations;

WHEREAS, Covenantor acknowledges that (1) TUPSS has a legitimate business interest in refranchising the formerly protected territory of a former franchisee, and (2) TUPSS would suffer irreparable harm absent this Agreement because it would be unable to attract new franchisees to the area served by its former franchisee;

WHEREAS, Covenantor acknowledges that TUPSS has a legitimate business interest in protecting its franchisees from unfair competition by an existing or former franchisee that (1) diverts or attempts to divert business from a Center to a competitor of TUPSS, or (2) induces or attempts to induce an employee of any Center to discontinue their employment with such Center;

WHEREAS, Covenantor acknowledges that TUPSS requires the execution of this Agreement as an ancillary requirement to TUPSS's simultaneous grant of a franchise to, as applicable, (i) Covenantor, or (ii) a legal entity (corporation, LLC, partnership, etc.) of which Covenantor is an equity owner.

NOW, THEREFORE, in express acknowledgement and recognition of the importance of the foregoing recitals, the parties agree as follows:

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1. **Consideration In Exchange For Covenantor's Covenants in This Agreement.** Covenantor hereby expressly acknowledges and confirms that all of the valuable benefits, advantages and opportunities enjoyed by Covenantor immediately upon (and solely as a result of) Covenantor's (or, as applicable, Covenantor's legal entity) becoming a franchisee under the Franchise Agreement (which occurs simultaneous to, and corresponding with, the execution of this ancillary Agreement) serve as valuable and adequate consideration received in simultaneous exchange for all of Covenantor's promises and covenants made in this Agreement below.

2. **Covenantor's In-Term Non-Competition and Non-Solicitation Covenants.** During the term of the Franchise Agreement corresponding to this Agreement, and without geographic restriction, Covenantor shall not directly or indirectly (such as through corporations or other entities controlled by Covenantor or by or through or in conjunction with any other individual person or persons including, but not limited to, Covenantor's spouse (if any) and employees):

- a. divert or attempt to divert any business or customer of any The UPS Store® Center to any competitor or do anything injurious or prejudicial to the goodwill associated with TUPSS's proprietary Marks or System; and
- b. persuade, entice, or attempt to persuade or entice, any employee of any Center to discontinue their employment with such Center; and
- c. own, maintain, engage in, be associated with, be employed by, advise, assist, invest in, be landlord to, franchise, make loans to or have any interest in any business which is the same or competitive with or substantially similar to any The UPS Store Center; and
- d. enter into a business relationship with a TUPSS Corporate Account, outside of TUPSS's Corporate Account program, unless pre-authorized by TUPSS in writing.

3. **Covenantor's Post-Term Non-Competition and Non-Solicitation Covenants**

- a. For purposes of this Section 3, the word "Conclusion" means the termination/expiration of the Franchise Agreement corresponding to this Agreement, regardless of whether such termination/expiration occurs prior to, or at the end of, such Franchise Agreement's ten (10) year term.
- b. Upon the Conclusion of the Franchise Agreement corresponding to this Agreement, and for the time period thereafter and geographic restriction set forth below, Covenantor shall not directly (or indirectly, such as through corporations or other entities controlled by Covenantor or by or through or in conjunction with any other individual person or persons, including, but not limited to, Covenantor's spouse (if any) and employees):
 - i. for a two (2) year period following the Conclusion of the Franchise Agreement corresponding to this Agreement and without geographic restriction, divert or attempt to divert any business or customer of any Center to any competitor, or do anything injurious or prejudicial to the goodwill associated with TUPSS's proprietary Marks or TUPSS's System; and
 - ii. for a two (2) year period following the Conclusion of the Franchise Agreement corresponding to this Agreement and without geographic restriction, persuade,

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entice or attempt to persuade or entice any employee of any The UPS Store Center to discontinue their employment with such Center; and

- iii. own, maintain, engage in, be associated with, be employed by, advise, assist, invest in, be landlord to, franchise, make loans to, or have any interest in any business which is the same or competitive with, or substantially similar to any The UPS Store Center, and which is located within what was formerly the protected franchise territory granted under the Franchise Agreement corresponding to this Agreement (with such restriction limited to a two (2) year period following the Conclusion of the Franchise Agreement corresponding to this Agreement); and
 - iv. for a one (1) year period following TUPSS's termination of any of its Corporate Accounts, enter into any business relationship with such terminated (former) Corporate Account(s).
- c. As an alternative to Section 3(b)(iii) above, and only if the applicable former Center is located in a state that maintains a statutory or common law public policy disfavoring the enforceability of post-term non-competition covenants against franchisees, then upon the Conclusion of the Franchise Agreement corresponding to this Agreement, and for the time period thereafter and geographic restriction set forth below, Covenantor shall not directly (or indirectly, such as through corporations or other entities controlled by Covenantor or by or through or in conjunction with any other individual person or persons, including, but not limited to, Covenantor's spouse (if any) and employees) own, maintain, engage in, be associated with, be employed by, advise, assist, invest in, be landlord to, franchise, make loans to, or have any interest in any business which is the same or competitive with, or substantially similar to any Center, and:
- i. which sells packaging and shipping services (which constitute only a limited portion of all services and products sold by Centers); and
 - ii. which is located at the premises of the Center for the Franchise Agreement corresponding to this Agreement; and
 - iii. with such partial restriction limited to a six (6) month period following the Conclusion of the Franchise Agreement corresponding to this Agreement.
- d. TUPSS may (in its sole discretion) at any time unilaterally reduce the scope of any part of the post-term non-competition covenant to something less than the restriction provided in Section 3 of this Agreement, and Covenantor agrees and promises to comply with any such reduced restriction upon receipt of written notice from TUPSS.

4. Exception to Non-Competition Covenants. The non-competition covenants described above shall not apply to the ownership by Covenantor of less than five percent (5%) beneficial interest in the outstanding equity securities of any publicly held corporation.

5. Suspension of Non-Compete Time Periods During Dispute Resolution Proceedings. In the event that this Agreement or this Agreement's corresponding Franchise Agreement become the subject of any mediation, arbitration or litigation, then the applicable post-term time periods referenced above in

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Section 3 (or as may be determined by any mediator, arbitrator or judge) shall (a) be suspended during the entirety of any such dispute resolution proceedings; and to the maximum extent found enforceable, (b) begin to run from the date that Covenantor complies with this Agreement.

6. Severability. It is the parties' desire and intention that the covenants contained in this Agreement shall be construed as agreements severable from and independent of each other and of any other provision of this or any contract or agreement between the parties, except that any violation of Section 2 of this Agreement by Covenantor shall also constitute a default by the Franchisee of the Franchise Agreement corresponding to this Agreement. It is the parties' further desire and intention that if any court of competent jurisdiction finds (in a final judgment to which TUPSS and Covenantor are parties) that any portion of any covenant in this Agreement is invalid or unenforceable, then, the maximum legally allowable restriction permitted by applicable law shall control and bind Covenantor.

7. Injunction. Covenantor recognizes and agrees that the injury that TUPSS and certain of its franchisees will suffer in the event of Covenantor's breach of any covenant contained in this Agreement cannot be compensated by monetary damages alone, and Covenantor therefore agrees that in the event of a breach of threatened breach by Covenantor of this Agreement, TUPSS, in addition to and not in limitation of, any other rights, remedies, or damages available to TUPSS at law, in equity, under this Agreement or otherwise, shall be entitled to seek an injunction from any court of competent jurisdiction in order to prevent or restrain any such breach by Covenantor or by Covenantor's agents, representatives, partners, co-owners, or any and all other persons directly or indirectly acting for or with him/her.

8. Enforcement Costs. Covenantor promises to pay to TUPSS all of the costs and expenses (including reasonable attorneys' fees) incurred by TUPSS in connection with its enforcement of this Agreement.

9. Choice of Law, Venue and Jurisdiction. This Agreement shall be (a) deemed made and entered into, and (b) construed and governed under and in accordance with the laws of the State where the Center associated with the Franchise Agreement (that is owned and operated by Covenantor or, as applicable, Covenantor's legal entity) is located. Exclusive venue and jurisdiction of any suit arising under this Agreement shall lie within the federal or state courts located within the State where the Center for the Franchise Agreement corresponding to this Agreement is located.

10. Counter-Parts, Entire Agreement, Amendments. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. The parties may execute such counter-parts via facsimile ("fax"). This Agreement contains the entire agreement of the parties pertaining to the subject-matter hereof and no prior or contemporaneous representations, inducements, promises, or agreements, oral or otherwise, between the parties not set forth herein shall be of any force and effect. Any modifications to this Agreement must be accomplished by a written agreement signed by both parties. Nothing in this Agreement or in any related agreement is intended to disclaim the representations TUPSS has made in its franchise disclosure document.

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**AGREED TO AND ACCEPTED BY
COVENANTOR:**

Print Your Name: _____

Signature: _____

Date of Signature: _____

Signed in Connection with Center # _____

THE UPS STORE, INC.

Printed Name of Signing Officer: _____

Signature of Signing Officer: _____

***Date of Signing Officer’s Counter Signature:** _____
Effective Date of Agreement

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**THE UPS STORE, INC.
DOMESTIC SOFTWARE LICENSE AGREEMENT**

The following are the terms and conditions under which The UPS Store, Inc. (“TUPSS” or “Licensor”) Franchisees under the Franchise Agreement (“Licensee” or “Franchisee”) may receive and use software provided by TUPSS to Licensee. All of the following terms and conditions are supplemental to the terms and conditions of Licensee’s Franchise Agreement, and may be amended from time to time by TUPSS.

- 1. Grant Of Rights.** Subject to the terms and conditions of the Franchise Agreement including, without limitation, this Domestic Software License Agreement (“License Agreement”), TUPSS grants to Licensee a non-transferable, non-assignable, non-exclusive and revocable limited right and license to install, access, and use the object code version of the software programs (“Software”) and related documentation (“Documentation”) distributed to Licensee by Licensor pursuant to the Franchise Agreement. The Software and the Documentation shall collectively be referred to in this License Agreement as the “Products”. The license granted hereunder is limited to Licensee’s use of the Products solely for the purpose of operating its business as a Franchisee at the Location specified in the Franchise Agreement, and for no other purpose. The license granted shall not be sublicensed, transferred, or assigned without prior written permission from TUPSS, which permission may be granted or withheld at TUPSS’s sole discretion. Except to the extent any law applicable to this License Agreement prohibits such a restriction, Licensee shall not, nor shall it permit any third party to: (i) translate, deactivate, decompile, reverse engineer, disassemble, alter, or modify the Software or create derivative works of the Software; (ii) copy, re-sell, rent, lease, pledge, convey, lend, distribute or otherwise dispose of the Products or any part thereof to any third party or use for time sharing, hosting services, or service bureau purposes; (iii) remove the product identification or proprietary notices on the Products; (iv) publish any performance or benchmark tests or analysis relating to the Software; or (v) combine the Software with any unauthorized third party software.
- 2. Ownership of Intellectual Property Rights.** Licensee hereby acknowledges and agrees that Licensor or its licensors is the owner of all right, title and interest in and to the Products. Licensee acknowledges that it has not acquired any ownership interest in the Products and will not acquire any ownership interest in the Products by reason of this License Agreement. Licensee will not at any time do or knowingly permit to be done any act or thing that would in any way impair the rights of Licensor or its licensors in and to the Products. Licensor reserves all rights pertaining to the Products not specifically granted herein.
- 3. Audit Rights.** During the Term of this License Agreement, Licensee shall, upon Licensor’s request, provide Licensor or its representatives with access to the Products and all books and records associated with this License Agreement to ensure Licensee’s compliance with the applicable terms of the Franchise Agreement, including this License Agreement. In the event that Licensee becomes aware of any infringement or unauthorized use of the Product, Licensee will promptly notify Licensor of such activity and reasonably cooperate with Licensor in the investigation of the unauthorized activity and the enforcement of Licensor’s or its Affiliates’ or its or their licensors’ rights to the Products.
- 4. Price And Products Improvements.** Licensee shall pay TUPSS for the Products at the prices to be determined by TUPSS. Future Product improvements may be made available to Licensee at prices to be determined by TUPSS.

5. **Copies.** Licensee may make a reasonable number of copies of the Products as necessary to use the Products only as necessary to perform Licensee's obligations and exercise its limited rights herein, including for backup, disaster recovery or archival purposes.

6. **Disclaimer of Warranties.**

THE PRODUCTS ARE PROVIDED "AS IS" AND IN THEIR PRESENT STATE AND CONDITION. NO WARRANTY, REPRESENTATION, CONDITION, UNDERTAKING OR TERM, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AS TO THE CONDITION, QUALITY, DURABILITY, PERFORMANCE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE OF THE PRODUCTS IS GIVEN OR ASSUMED BY TUPSS OR ITS LICENSORS AND ALL SUCH WARRANTIES, REPRESENTATIONS, CONDITIONS, UNDERTAKINGS AND TERMS ARE HEREBY EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW.

7. **Licensee's Responsibility For Use Of Products.** Licensee accepts full responsibility for the additions, modifications, deletions, and any other method of changing the Products.

8. **Non-Disclosure Of Proprietary Information.** Licensee agrees that, as between Licensor and Licensee, the Products, this License Agreement, and all information and materials supplied by Licensor under this License Agreement shall be deemed to be Proprietary Information of Licensor. During the term of this License Agreement and thereafter, Licensee shall not use, disclose or permit any person access to any Trade Secrets, except as permitted in connection with its performance hereunder. During the Term of this License Agreement and for a period of five (5) years thereafter, except as otherwise mandated by law, Licensor shall not use, disclose, or permit any third party access to any Confidential Information, except as permitted in connection with its performance hereunder. Licensor acknowledges that if it breaches this Section, TUPSS will have no adequate remedy at law available to it, will suffer irreparable harm, and will be entitled to equitable relief.

9. **Disclaimer of Third-Party Liability and Limitation of Liability.**

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, LICENSOR AND/OR ITS AFFILIATES SHALL NOT BE LIABLE TO LICENSEE OR ANY THIRD PARTY, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, MULTIPLE, INCIDENTAL, OR SPECIAL DAMAGES, LOST PROFITS, LOST SAVINGS, ARISING OUT OF THIS AGREEMENT, DUE TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, OR USE OF THE PRODUCTS EVEN IF LICENSOR AND/OR ITS AFFILIATES HAVE BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING.

THIS LIMITATION OF LIABILITY SHALL BE APPLICABLE ONLY TO THE EXTENT PERMITTED BY LAW IN THE EVENT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LICENSOR OR ITS AFFILIATES OR IN THE EVENT OF PERSONAL INJURY OR DEATH. IN NO EVENT SHALL LICENSOR'S OR ITS AFFILIATES' LIABILITY FOR ANY DAMAGES (DIRECT OR OTHERWISE) OR PENALTIES OR LOSS, REGARDLESS OF THE FORM OF ACTION OR CLAIM, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE OF ANY TYPE EXCEED, IN THE AGGREGATE, THE AMOUNTS PAID BY LICENSEE FOR THE PRODUCTS WHICH ARE

THE SUBJECT OF THE CLAIM, ANY CLAIM FOR SUCH DAMAGES OVER THAT AMOUNT BEING HEREBY WAIVED BY LICENSEE.

- 10. Term.** The term of this License Agreement shall be coterminous with the term of Licensee's Franchise Agreement with TUPSS. The license to use the Products granted pursuant to this License Agreement shall terminate immediately and without notice in the event Licensee violates any of the terms of this License Agreement or if Licensee's Franchise Agreement with TUPSS expires or is terminated for any reason whatsoever. Upon termination of this License Agreement for any reason whatsoever:

(i) All licenses granted hereunder and all rights to use Products shall immediately terminate; and

(ii) Licensee shall immediately cease and desist from all access to and use of the Product, and, within five (5) business days after the effective date of termination, deliver to Licensor or its duly authorized representative, or certify in writing that it has destroyed, all Products provided to Licensee by Licensor pursuant to this License Agreement, including, without limitation, all copies of the Product, including all copies of such materials and information stored on electronic media.

In the event Licensee's Franchise Agreement is renewed or otherwise reinstated, Licensee may renew its license to use upon the terms and conditions of TUPSS's then current Domestic Software License Agreement.

- 11. Infringement.** Licensee agrees to notify TUPSS of any unauthorized use of the Products by others promptly as it comes to Licensee's attention. Licensee agrees to fully cooperate with TUPSS in facilitating TUPSS's control of the use of the Products and will permit reasonable inspection of Licensee's operation to verify compliance with this License Agreement. It is specifically agreed that the breach of this License Agreement, in particular, the improper disclosure of Proprietary Information, will result in irreparable injury and TUPSS shall be entitled to specific performance and injunctive relief to correct and enjoin such breach in addition to all other remedies which might be available.
- 12. Indemnification.** Licensee shall indemnify and hold harmless, and at TUPSS's option defend, TUPSS and its Affiliates, and their respective officers, directors, employees, agents, successors and assigns from and against any and all claims, damages and expenses, including legal fees, incurred directly or indirectly by TUPSS or its Affiliates, and their respective officers, directors, employees, agents, successors and assigns that arise out of or relate to breach or non-performance of this License Agreement by Licensor.

- 13. Force Majeure.** Licensor shall not be responsible for any failure to perform hereunder which is caused by Acts of God or any other circumstances beyond the control of Licensor. The parties hereto recognize the Products represent a sophisticated software system and that it is impossible to test every possible combination of circumstances and situations. In the event a significant software problem or bug is discovered, Licensor will use its best efforts to correct such, but cannot guarantee either a solution or a time frame within which such will be eliminated. Under no circumstances shall Licensor be responsible for any injury or damage due to any delay in delivery or performance.

LICENSEE:

CENTER #_____

| | |
|---------------|--|
| _____ Date | _____ Franchisee - Authorized signature |
| _____ Date | _____ Franchisee - Authorized signature |
| _____ Date | _____ Franchisee - Authorized signature |
| _____ Date | _____ Franchisee - Authorized signature |
| _____ Date | _____ Franchisee - Authorized signature |
| _____ Date | _____ Franchisee - Authorized signature |
| _____ Date | _____ Franchisee - Authorized signature |
| _____ Date | _____ Franchisee - Authorized signature |

SECURITY AGREEMENT

This Security Agreement is entered into by and between _____ (“**Franchisee**”) of the following Center #_____ and THE UPS STORE, INC., a Delaware corporation, located at San Diego, California, herein called “TUPSS,” “Secured Party” or “Franchisor”. The parties hereby agree to the following terms and conditions:

- 1. Creation and Attachment of Security Interest.** Franchisee and the undersigned Personal Guarantors jointly and severally hereby grant and assign to Secured Party first, prior, and superior security interests (subject to section 11.2(a) of the parties’ Franchise Agreement) in and to all the collateral described in paragraph 2 of this Security Agreement, to secure full and prompt payment of all royalty fees, marketing fees, credit sales in the form of trade receivables, performance of all other covenants pursuant to any Individual or Area Franchise Agreements (“Franchise Agreement”) executed by Franchisee and Secured Party as Franchisor and any extensions and renewals thereof, equipment leases or sales, promissory notes, and all other obligations now due Franchisor or hereafter incurred (the “Obligations”).

The security interest hereby created shall attach immediately on execution of this Security Agreement by Franchisee and shall secure the payment of all Obligations now due Secured Party or hereafter incurred. Should the Franchisee or its successors in interest sell, contract to sell, or otherwise dispose of or transfer the Collateral described below, or any interest therein, except for the sale of inventory or stock in trade in the ordinary course of business, all outstanding sums due Franchisor under any agreement and hereby secured will be immediately due and payable. Franchisee further agrees to notify the Secured Party within the time period stated in the Franchise Agreement prior to any attempted transfer by Franchisee and to comply with the transfer provisions of the Franchise Agreement including, but not limited to, completion and approval by Secured Party of its then-current transfer package.

In the event that any collateral is given to secure the Obligations hereunder which require perfection by possession and the collateral is not presently or hereafter delivered to Secured Party, it will nevertheless be deemed to be collateral for the Obligations.

- 2. Description of Collateral.** The Collateral covered by this Security Agreement and in which a security interest is hereby granted and transferred to Secured Party is as follows:

All interests in any The UPS Store® Center(s) or Area(s) either now owned or in which Franchisee gains rights in the future, all of Franchisee’s tangible and intangible personal property comprising such Center(s) and Area(s) including, without limitation, all accounts, accounts receivable, cash, cash deposits, amounts owed by other than customers, chattel paper, collateral, deposit and checking accounts, equipment (including computers, peripherals, and software), goods, instruments, inventory, note proceeds, royalties or sales fees owed to the Franchisee by TUPSS, stock in trade, trade receivables, contract rights, including, but not limited to, at interests in the Franchise Agreement, general intangibles including business trade name and goodwill, and all of the above, wherever located, whether now owned or hereafter acquired, including the products and proceeds thereof, all replacements and substitutions thereof, and all additions, replacements, attachments and accessions in which Franchisee now or hereafter has an interest (the “Collateral”).

3. **Security Interest in Proceeds.** Franchisee also hereby grants and transfers to Secured Party a security interest in any and all proceeds, as defined in Section 9306 of the Uniform Commercial Code of California, of the Collateral or any part of the Collateral. Provided, however, that nothing in this paragraph shall constitute, or be deemed to constitute, a grant of authority to Franchisee to sell, lease, or otherwise dispose of or encumber the Collateral, or any part of the Collateral, without the prior written consent of Secured Party, except for inventory or stock in trade sold in the ordinary course of business.
4. **Representations and Warranties by Franchisee.** Franchisee hereby represents and warrants and covenants to Secured Party that:
 - a. Except for the security interest created by this Security Agreement, Franchisee is the full legal and equitable owner of all the Collateral and no other person or entity has any right, title, interest or claim in or to the Collateral or any part of the Collateral, other than a purchase money security interest in which Franchisee shall notify Secured Party within five (5) days of any interest in any part of the collateral.
 - b. The Collateral described in paragraph 2 of this Security Agreement is presently located at Franchisee's franchise location(s) except to the extent such collateral is a general intangible or contract such as the Franchise Agreement and will not, during the continuance of this Security Agreement, be removed from those premises without the prior written consent of the Secured Party.
 - c. If a corporation, Franchisee has been duly incorporated and is existing as a corporation in good standing under the laws of its jurisdiction and has authority to enter into and perform this Security Agreement.
 - d. Franchisee utilizes no trade names in the conduct of its business, except as stated above and in its Franchise Agreement with Secured Party, and has not changed its name, been the surviving entity in a merger, or acquired any other business.
 - e. Franchisee will not change its corporate name, trade name, or transfer its interest in the same without notifying Secured Party five (5) business days prior to such event and shall not violate any obligations of its Franchise Agreement with respect thereto.
5. **Repair of Collateral.** To the extent such collateral is tangible, Franchisee shall maintain the Collateral, and each part of the Collateral, in good order and repair at Franchisee's own cost and expense and shall never use the Collateral, or any part of the Collateral, in a manner resulting, or likely to result, in waste or unreasonable deterioration of the Collateral.
6. **Insurance.** To the extent such collateral is tangible, and until final termination of this Security Agreement, Franchisee, at Franchisee's own cost and expense, shall keep the Collateral, and all parts of the Collateral, insured for its full value against damage or loss resulting from any and all risks to which it might foreseeably be exposed and risks designated by Secured Party. Each such policy of insurance shall be issued by an insurance company acceptable to Secured Party and shall provide for the loss payable under it being paid to both Franchisee and Secured Party as their interests may appear. A duplicate copy of each such policy shall be delivered by Franchisee to Secured Party.

7. **Taxes and Assessments.** Franchisee shall pay from its own funds, as they become due, any and all taxes and assessments levied or assessed against the Collateral, or any part of the Collateral, prior to the final termination of this Security Agreement.
8. **Disposition of Collateral.** Franchisee shall keep the Collateral separate and identifiable from other property owned by Franchisee or located on the same premises as Collateral, and Franchisee shall not, without the prior written consent of Secured Party, sell, encumber or otherwise dispose of any portion of the Collateral, except as authorized in this Security Agreement.

Franchisee shall take necessary steps to preserve the liability of account debtors, obligors and secondary parties whose obligations are part of the Collateral; transfer possession of all instruments, documents, and chattel paper that are part of the Collateral to Secured Party immediately, or as to those hereafter acquired, immediately following acquisition; notify Secured Party of any change occurring in or to the Collateral, or in any fact or circumstance warranted or represented by Franchisee in this Security Agreement or furnished to Secured Party or if any Event of Default occurs.

9. **First and Prior Lien.** This Security Agreement grants to Secured Party a first and prior lien to secure the prompt payment of all Obligations. If Secured Party disposes of all or any part of the Collateral following default by the Franchisee, all proceeds from such disposition shall be applied first against all monetary obligations incurred under any promissory notes and equipment leases, in the order in which such indebtedness was incurred, and thereafter to the payment of monetary obligations due Secured Party pursuant to any Franchise Agreement, and any renewals, amendments, or extensions thereof. For the purpose of this paragraph, an extended, amended, or renewed Franchise Agreement will be considered executed on the date of the original Franchise Agreement.
10. **Inspection Rights.** To the extent the collateral is tangible, Secured Party, either in person or by agent, shall have the right at any and all reasonable times and at reasonable intervals to enter the premises where the Collateral is located and inspect the Collateral.
11. **Payment by Secured Party.** Secured Party may, at its option, but shall not be required to, pay on behalf of Franchisee and on the account of Franchisee any taxes, assessments, liens, insurance premiums, repair costs or maintenance costs that, pursuant to the terms of this Security Agreement, should have been but were not paid by Franchisee. Secured Party shall also have the right, at its option, to enter the premises where the Collateral or any part of the Collateral is located, and cause to be performed, as agent and on the account of Franchisee, any such acts as Secured Party may deem necessary for the proper repair or maintenance of the Collateral or any part of the Collateral if applicable. Any moneys expended or expenses incurred by Secured Party under this paragraph shall also be secured by the security interest created by this Security Agreement and shall be due and payable by Franchisee to Secured Party, together with interest at the maximum rate allowed by law, on demand.
12. **Assignment by Secured Party.** Secured Party may assign its rights under this Security Agreement and the security interest created by this Security Agreement. Should Secured Party assign its rights under this Security Agreement or the security interest created by this Security Agreement, Secured Party's assignee shall be entitled, on written notice of the assignment being given by Secured Party to Franchisee, to all performance required of Franchisee by this Security Agreement and all payments, moneys and other performance secured by this Security Agreement including compliance with the Franchise Agreement.

13. Default. The following occurrences of any one or more of the following events shall constitute an Event of Default hereunder:

- a. Failure to pay any royalty fee, marketing fee, credit sale, or other charges in respect to any obligations under the Franchise Agreement or failure to pay any principal, interest, or other charges due under any promissory note or equipment lease now or hereafter made by Franchisee in favor of Secured Party.
- b. Breach of any covenant or agreement herein set forth or set forth in any Franchise Agreement or any other agreement, heretofore, now, or hereafter executed by Franchisee in favor of Secured Party.
- c. Breach of any of the Obligations, as defined herein.
- d. Any representation, warranty, certificate, or other information made or furnished to Secured Party by or on behalf of Franchisee under this Agreement which is false or misleading in any material respect, either now or at any time made or furnished.
- e. Loss, theft, damage, or destruction of any material portion of the collateral for which there is either no insurance coverage or for which, in the opinion of Secured Party, there is insufficient insurance coverage.
- f. The making of any levy, seizure, attachment or lien upon the Collateral.
- g. The Franchisee or any of its subsidiaries or guarantors (1) terminate or suspend the operation of any portion of its business as presently conducted; (2) apply for or consent to the appointment of a receiver, trustee, or liquidator of itself or of all or a substantial part of its assets; (3) be unable, or admit in writing its inability to pay its debts as they fall due; (4) make a general assignment for the benefit of its creditors; (5) be adjudicated a bankrupt or insolvent; or (6) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or to take advantage of any insolvency law or an answer admitting the material allegations of a petition filed against it in any bankruptcy, reorganization, or insolvency proceeding, or any action taken by it for the purpose of effecting any of the foregoing.
- h. The collateral declines in value or becomes unsatisfactory to the Secured Party.

14. Remedies. Should Franchisee fail to perform any provision of this Security Agreement to be performed on its part, or should Franchisee fail to pay any obligation secured by this Security Agreement or the security interest created by this Security Agreement as it becomes due, or should there occur an Event of Default, then Franchisee shall be in default of this Security Agreement and Secured Party shall have all the rights and remedies afforded a secured party under the default provisions of the Uniform Commercial Code of California on the date of this Security Agreement and, in addition, shall have the following rights and remedies:

- a. accelerate the maturity of any or all promissory notes owing to TUPSS by Franchisee without notice;
- b. enter on Franchisee's premises to assemble and take possession of the Collateral;

- c. require Franchisee to assemble the Collateral and make its possession available to Secured Party at a place designated by Secured Party that is reasonably convenient to both Franchisee and Secured Party;
- d. enter Franchisee's premises, render the Collateral, if tangible, unusable and dispose of it in the manner provided by the Uniform Commercial Code of California on Franchisee's premises;
- e. sell any or all of the Collateral free and clear of all rights and claims of Franchisee therein and thereto at any public or private sale, first deducting from the proceeds all costs and expenses of such sale including, but not limited to, preparing the tangible collateral for sale, storing and handling the Collateral, advertising the sale and then deducting the primary indebtedness secured by and through this Security Agreement;
- f. sell, assign and deliver the whole, or any part of said collateral security and the property which said security covers at public or private sale, without demand, advertisement or notice to the undersigned, which are hereby expressly waived and released. At any such sales, the Secured Party may purchase any or all of the property sold free from any claim or right of redemption of the undersigned, which are hereby waived and released except as provided by law; and
- g. have the right to take over the franchised business (Center or Area Franchise) designated above free and clear of all rights and claims of any other party. In order to facilitate the transfer of the franchised business, Franchisee shall fully and promptly cooperate with Secured Party to prepare and sign any and all documents which Secured Party might deem reasonably necessary to effect the transfer from Franchisee to Secured Party.

- 15. Financing Statement.** Concurrently with the execution of this Security Agreement, Franchisee agrees to execute any financing statements or other documents required to perfect the security interest created by this Security Agreement. Such financing statements or other documents shall be on forms approved by the State where the Franchise is located and shall be filed with the Secretary of State, County Recorder or other appropriate governmental authority, and Franchisee shall forthwith pay Secured Party all filing fees required to file such statements.

Franchisee hereby irrevocably agrees to fully and promptly cooperate with Secured Party to prepare and sign any and all documents which Secured Party might deem reasonably necessary to effectively and timely protect and effectuate this Security Agreement. The undersigned, both personally and on behalf of Franchisee if it is a business entity, hereby authorize Secured Party, any of Secured Party's assignees, and any of their authorized agents or employees, to act as special agent or attorney-in-fact for the undersigned and Franchisee if it is a business entity, and each of them, to execute and sign on behalf of the Franchisee such financing statements or other documents as Secured Party or its assignees, agents, or employees deems necessary or appropriate under the Uniform Commercial Code (or similar law). Franchisee hereby further agrees not to take any action which would delay, diminish, frustrate, or void this Security Agreement. Franchisee understands that time is of the essence regarding all actions to be taken under this Security Agreement.

- 16. Waiver.** Neither the acceptance of any partial or delinquent payment by Secured Party nor Secured Party's failure to exercise any of its rights or remedies on default by Franchisee shall be a waiver of the default, a modification of this Security Agreement or Franchisee's obligations under this Security Agreement, or a waiver of any subsequent default by Franchisee.

17. **Notices.** Except as otherwise expressly provided in this Security Agreement or by law, any and all notices or other communications required or permitted by this Security Agreement or by law to be served on, given to, or delivered to either party to this Security Agreement shall be in writing and shall be deemed duly served, given, delivered and received when personally delivered to the party to whom it is directed, or in lieu of such personal delivery, when deposited in the United States mail, certified or registered, postage prepaid, addressed to Secured Party at 6060 Cornerstone Court West, San Diego, California 92121-3795, or to Franchisee at the address listed in Secured Party's files as the location of the Franchisee's Franchise. Either Party, Franchisee or Secured Party, may change their address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.
18. **Binding on Heirs and Assigns.** This Security Agreement and each of its provisions shall be binding on and shall inure to the benefit of the respective parties hereto, their respective representatives and heirs, executors, administrators, successors and assigns of each of the parties hereto. Nothing contained in this paragraph, however, shall be deemed a consent to the sale, assignment or transfer of the Collateral or its obligations under this Security Agreement by Franchisee.
19. **Sole and Only Agreement.** This Security Agreement, and all other writings referred to herein, including any promissory notes or equipment leases as may be executed by Franchisee, constitute the sole and only agreements between the parties respecting the Collateral or the security interests granted in the Collateral. This Security Agreement correctly sets forth the rights, duties and obligations of each party to the other party with respect to the Collateral and the security interest hereby created in the Collateral as of this date. Any prior written or oral agreements, alleged promises, negotiations or representations concerning the subject matter of this Security Agreement not expressly set forth herein or in the writings referred to herein, including any promissory notes or equipment leases, are of no force or effect. Nothing in this Agreement or in any related agreement is intended to disclaim the representations TUPSS has made in its franchise disclosure document.
20. **Venue and Governing Law.** The parties hereby consent that venue and jurisdiction for all actions enforcing and/or arising out of this Security Agreement shall be litigated in the state or federal courts in the City of San Diego, County of San Diego, State of California, U.S.A., to the exclusion of the courts of any other country, State or County. This Security Agreement shall be construed in accordance with the laws of the State of California.
21. **Validity.** Should any part of this Security Agreement, for any reason, be declared invalid, then such portion shall be invalid only to the extent of the prohibition without invalidating or affecting the remaining provisions of the Security Agreement, or without invalidating or altering said provisions of this Security Agreement within states or localities where they are not prohibited by law or court decrees.
22. **Warranty.** The undersigned represents and warrants that Franchisee owns the Collateral and is fully authorized and empowered to execute this Security Agreement in favor of Secured Party and consents to the grant of the security interest created by this Security Agreement in favor of Secured Party, both personally and on behalf of Franchisee if it is a business entity.

Printed Name of Franchisee: _____

By: _____
Authorized Signature

(print name)

Date

By: _____
Authorized Signature

(print name)

Date

By: _____
Authorized Signature

(print name)

Date

By: _____
Authorized Signature

(print name)

Date

By: _____
Authorized Signature

(print name)

Date

By: _____
Authorized Signature

(print name)

Date

By: _____
Authorized Signature

Date

(print name)

By: _____
Authorized Signature

Date

(print name)

THE UPS STORE, INC. EQUIPMENT LEASE

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THE UPS STORE, INC. EQUIPMENT LEASE

THIS LEASE is made _____, 20__ between the undersigned (hereinafter "**LESSEE**") and **THE UPS STORE, INC.**, a Delaware Corporation having its principal place of business located at 6060 Cornerstone Court. West, San Diego, California 92121 (hereinafter "**LESSOR**").

LESSOR hereby leases to **LESSEE** and **LESSEE** hereby leases from **LESSOR** the equipment described herein, subject to the terms and conditions hereafter expressed.

SECTION 1. EQUIPMENT LEASED: **LESSOR** hereby leases to **LESSEE** and **LESSEE** hereby leases from **LESSOR** the Equipment as listed in the schedule attached hereto, marked as Exhibit "A" and made a part hereof (hereinafter the "Equipment").

SECTION 2. TERM OF LEASE: The term of this Lease shall be for a period commencing on the date herein referenced above and concluding on the date or term as specified in Exhibit "A."

SECTION 3. PAYMENT: **LESSEE** agrees to pay **LESSOR**, as payment for the Equipment, the amount designated in the schedule in Exhibit A, such payment to be paid on or before the first day of each month until the total amount is fully paid.

SECTION 4. SECURITY DEPOSIT: Upon the execution of this Lease, **LESSEE** shall deposit with **LESSOR** as a security deposit for the faithful performance by **LESSEE** of its obligations hereunder the amount specified in Exhibit "A" as initial Down Payment and security deposit. The security deposit may be applied by **LESSOR** to pay any indebtedness of **LESSEE** under this Lease by giving written notice to **LESSEE**. Upon such notification, **LESSEE** shall, within seven (7) days, restore the security deposit to the full original amount.

SECTION 5. LOCATION: The Equipment leased under this Lease shall be kept at the **LESSEE'S** address as set forth in Exhibit "A" and will not be moved to a new location without the prior written consent of **LESSOR**. **LESSEE** represents that said Equipment shall be utilized in its business or commercial concern. No item of Equipment will be used for personal, family or household purposes.

SECTION 6. OWNERSHIP OF EQUIPMENT: **LESSEE** hereby acknowledges that the Equipment is owned solely and exclusively by **LESSOR**. **LESSEE** shall have no right or interest in such Equipment except as expressly set forth in this Lease. **LESSEE** shall at all times protect and defend at its own cost and expense, the ownership of **LESSOR** against all claims, liens and other legal or equitable actions. Additionally, if **LESSOR** supplies **LESSEE** with labels stating that the Equipment is owned by **LESSOR**, **LESSEE** shall affix and keep the same in a prominent place on each item of Equipment.

LESSEE further authorizes **LESSOR** to insert in this Lease, or attachments hereto, any serial numbers or other identification data of the Equipment when determined by **LESSOR**.

SECTION 7. LESSOR'S RIGHT OF INSPECTION: **LESSOR** shall have the right at any time during business hours to enter upon the premises where the Equipment is located for the purpose of inspecting or observing the use, maintenance and operation of such Equipment.

SECTION 8. LESSEE'S INSPECTION AND ACCEPTANCE: **LESSEE** acknowledges that it has inspected every item of Equipment delivered under this Lease, that all such Equipment is without defect, and that **LESSEE** has accepted such Equipment in good condition. If **LESSEE** does not provide notice and a complete description of any defects within a period of seven (7) days from the date of delivery of

any such Equipment, all such Equipment shall be conclusively deemed to be in good condition and **LESSEE** shall have waived any rights against **LESSOR** regarding the condition of the Equipment.

SECTION 9. RETURN OF EQUIPMENT: Upon the expiration or termination of this Lease, **LESSEE** agrees to return to **LESSOR**, at **LESSEE'S** own expense, the Equipment in as good condition, normal wear and tear excepted, as when delivered to **LESSEE**. **LESSEE**, at its expense, during the term, and until the return of the Equipment to **LESSOR**, shall properly maintain the Equipment and shall use it in a careful manner, and shall comply with all governmental statutes, ordinances, and regulations, and all laws relating to its installation, use, or maintenance, and obtain all permits and licenses and shall keep the Equipment in good repair and furnish all parts, mechanisms, and devices required therefor. **LESSEE SHALL NOT MAKE ANY ALTERATIONS, ADDITIONS, OR IMPROVEMENTS TO THE EQUIPMENT WITHOUT LESSOR'S PRIOR WRITTEN CONSENT. ALL ADDITIONS AND IMPROVEMENTS MADE TO THE EQUIPMENT SHALL BELONG TO THE LESSOR.**

SECTION 10. FINANCING STATEMENTS: The undersigned, both personally and on behalf of **LESSEE** if it is a business entity, hereby authorize **LESSOR**, any of **LESSOR'S** assignees, and any of their authorized agents or employees, to act as special agent or attorney-in fact for the undersigned and **LESSEE** if it is a business entity, and each of them, to execute and sign on behalf of the **LESSEE** such financing statements or other documents as **LESSOR** or its assignees, agents, or employees deem necessary or appropriate under the Uniform Commercial Code (or similar law) to protect their interests in all jurisdictions where such authorization is permitted by law. **LESSEE** hereby further agrees not to take any action which would delay, diminish, frustrate, or void this Equipment Lease. **LESSEE** understands that time is of the essence regarding all actions to be taken under this Equipment Lease.

SECTION 11. WARRANTIES: **LESSOR DOES NOT MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, NOR SHALL ANY WARRANTIES ARISE BY OPERATION OF LAW, AS TO EQUIPMENT LEASED, INCLUDING FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY, DESIGN, CAPACITY, OR PERFORMANCE, AND, AS TO LESSOR, LESSEE LEASES THE EQUIPMENT "AS IS."**

TO THE FULLEST EXTENT ALLOWED UNDER LAW, ALL WARRANTIES MADE BY THE VENDOR, MANUFACTURER, OR SUPPLIER OF THE EQUIPMENT ARE ASSIGNED BY LESSOR TO LESSEE. IN THE EVENT OF ANY CLAIM CONCERNING THE LOCATION, INSTALLATION, REPAIR, OR USE OF THE EQUIPMENT, LESSEE'S SOLE REMEDY, IF ANY, SHALL BE AGAINST THE VENDOR, MANUFACTURER, OR SUPPLIER OF THE EQUIPMENT.

NO DEFECT, REGARDLESS OF THE COURSE OR CONSEQUENCE, SHALL RELIEVE LESSEE FROM PERFORMING ITS OBLIGATIONS UNDER THIS LEASE, INCLUDING, BUT NOT LIMITED TO, THE MONTHLY LEASE PAYMENT.

LESSEE UNDERSTANDS AND AGREES THAT NEITHER THE MANUFACTURER, VENDOR OR SUPPLIER, NOR ANY SALESMAN OR OTHER AGENT OF THE MANUFACTURER, VENDOR OR SUPPLIER, IS AN AGENT OF LESSOR. NO SALESMAN OR AGENT OF VENDOR, MANUFACTURER OR SUPPLIER IS AUTHORIZED TO WAIVE OR ALTER ANY TERM OR CONDITION OF THIS LEASE, AND NO REPRESENTATION AS TO THE EQUIPMENT OR ANY OTHER MATTER BY THE VENDOR, MANUFACTURER OR SUPPLIER SHALL IN ANY WAY AFFECT LESSEE'S DUTY TO MAKE PAYMENTS OR PERFORM ITS OTHER OBLIGATIONS AS SET FORTH IN THIS LEASE.

SECTION 12. EQUIPMENT IS PERSONAL PROPERTY: The Equipment leased under this Lease is and will at all times remain personal property, notwithstanding that such Equipment or any part thereof may now be or hereafter become attached or affixed to any other property.

SECTION 13. LATE FEES: Should **LESSEE** fail to make any monthly payments under this Lease within thirty (30) days after the invoice date for such payment, **LESSEE** shall pay to **LESSOR** a late fee of five percent (5%) of the delinquent amount, with a minimum of One Dollar (\$1.00) and a maximum of Ten Dollars, (\$10.00), whichever is less, for each month or part thereof for which the payment shall be delinquent.

SECTION 14. LOSS OR DAMAGE TO EQUIPMENT:

14.1. **LESSEE** assumes all risks of loss or damage to Equipment from any cause. No loss of or damage to the Equipment shall impair any obligation of **LESSEE** under this Lease, including the obligation to make monthly payments, and all such obligations shall continue in full force and effect.

14.2. In the event of loss or damage to the Equipment, the **LESSOR**, at its option, may take the following actions:

- A.** if in **LESSOR'S** judgment, the Equipment is lost or damaged beyond repair so as to be unusable for the purpose for which the Equipment is intended, and if the **LESSOR** recovers the fair market value of the equipment lost or damaged, the Lease shall terminate with respect to such equipment; or
- B.** if in the **LESSOR'S** judgment, the Equipment is capable of being replaced or repaired, and if **LESSOR** shall have recovered less than the fair market value of the Equipment, **LESSOR** may, at its option, and at **LESSEE'S** cost, repair or replace the lost or damaged Equipment.

SECTION 15. INDEMNITY: **LESSEE** shall indemnify and hold harmless **LESSOR**, its agents, employees, officers and directors against any and all claims, actions, proceedings, expenses, damages or liabilities, including attorneys' fees, arising out of the manufacture, selection, purchase, delivery, possession, use, operation, or return of the Equipment or the recovery of claims for damage or loss to the Equipment under any applicable insurance policies maintained by the **LESSEE**.

Liability and responsibility for personal injuries or property damage arising out of the use, operation, or transportation of the Equipment shall be borne by **LESSEE** and **LESSEE** shall indemnify and hold harmless **LESSOR**, its agents, employees, officers and directors against all such liability.

SECTION 16. INSURANCE: **LESSEE** shall obtain and maintain at all times during the term of this Lease, at **LESSEE'S** expense, full coverage insurance, including fire, flood, vandalism, malicious mischief, burglary, theft, including personal injury and third party property damage insurance in an amount equal to the full value of all Equipment with such insurance issued by an insurance company approved by **LESSOR**.

Upon signing of this Lease, the **LESSEE** shall instruct its insurance company, agent, or broker to confirm to the **LESSOR** in writing that the necessary insurance has been obtained and inform the **LESSOR** of the name of the insurance company and a full description of the coverage. Within thirty (30) days after the date of this Lease, **LESSEE** shall forward to the **LESSOR** a copy of an endorsement naming **LESSOR** as additional insured and loss payee. The confirmation of insurance shall include a certified or notarized

acknowledgement by the insurance company that said insurance is in full force and effect. If **LESSEE** fails to purchase and maintain insurance in accordance with the terms and conditions of this Lease, **LESSOR** shall have the right, but not the obligation, to purchase such insurance on **LESSEE'S** behalf, to pay the premium for such insurance, and add such premium to the gross amounts due under this Lease, plus a reasonable fee. **LESSOR** may apply proceeds of said insurance to replace or repair the Equipment and/or to satisfy **LESSEE'S** obligation hereunder.

SECTION 17. TAXES, FEES AND LIENS: **LESSEE** shall pay all taxes, assessments, and license and registration fees that may now or hereafter be imposed on the ownership, leasing, possession or use of the Equipment, excluding, however, all taxes on or measured by **LESSOR'S** income, or taxes prohibited by law to be charged against **LESSEE**. **LESSOR** has the right to impose, in lieu of sales or use taxes, an administrative fee sufficient to pay all such taxes and **LESSOR'S** administrative costs. If **LESSEE** fails to pay the same before the delinquency date, **LESSOR** may but is not obligated to pay the same, and add same to the gross amounts due under this Lease plus a reasonable fee. **LESSEE** shall indemnify **LESSOR** for any additional taxes resulting from **LESSEE** making any additions or modifications to the Equipment.

SECTION 18. NON-CANCELABLE LEASE: This Lease cannot be cancelled or terminated except as expressly provided herein.

SECTION 19. FREEDOM FROM LIENS: **LESSEE** shall keep Equipment free and clear from any claim, levy, lien, and encumbrance or any other legal process. **LESSEE** shall promptly notify **LESSOR**, in writing, of the receipt of notice of any such claim, levy, lien, or legal process. **LESSEE** shall pay the cost of defending or removing such claim, levy, lien, or legal process, unless the same be attributable to the acts or omissions of **LESSOR**.

SECTION 20. DEFAULT: Notwithstanding **LESSOR'S** rights and remedies as set forth herein, if **LESSEE** shall fail to make any payment hereunder provided for within ten (10) days after the same becomes due and payable, or if **LESSEE** fails to perform any other obligation within 10 days after **LESSOR** shall have demanded in writing the performance thereof; or if **LESSEE** shall abandon the Equipment; or in the event of any monetary or other default by **LESSEE** (or any entity in which **LESSEE** has a proprietary interest) in any other agreements entered into with **LESSOR**, including, without limitation, any franchise agreement, promissory note or security agreement; or if any proceeding in bankruptcy, receivership, insolvency, debt or debt moratorium laws, or any law for the relief of or relating to debtors shall be commenced by or against **LESSEE** or its property, or the appointment of a receiver or trustee to take possession of the property of **LESSEE**, or the subjection of **LESSEE'S** property to any levy, seizure, attachment, garnishment, assignment, or sale for or by, any creditor or governmental agency; or if **LESSEE** makes an assignment for the benefit of its creditors; or if **LESSEE** makes any misrepresentations or false statements as to the **LESSEE'S** credit or financial standing in connection with and execution of this Lease; or if **LESSEE** permits any other entity or person to use the Equipment without the prior written consent of **LESSOR**, **LESSOR** shall have the right and option, but shall not be obligated to, exercise anyone of the following remedies, which remedies or any others may be exercised by **LESSOR** without notice to **LESSEE**:

- A. **REPOSSESSION:** **LESSOR** and/or its agents may, without prior notice or liability or legal process, enter into any premises under control or jurisdiction of **LESSEE** or any agent of **LESSEE**, where said Equipment may be believed to be located, and repossess said Equipment, disconnecting and separating all thereof from any other property and using all means necessary where permitted by applicable law. **LESSEE** expressly waives any action or right to action of any kind whatsoever against **LESSOR** growing out of the removal, repossession, or retention of said Equipment. **LESSOR** may, at its option, sue at

law or in equity to enforce the performance of this Lease or recover damages for breach thereof.

- B. ACCELERATION:** To declare all sums due hereunder and to become due hereunder or due under or to become due under any other agreement entered into between **LESSOR** and **LESSEE** (or any entity in which **LESSEE** has a proprietary interest) including, without limitation, any franchise agreement, promissory note or security agreement, immediately due and payable.
- C. RECOVERY OF SUMS DUE OR TO BECOME DUE:** **LESSOR** may recover all lease payments and other amounts due as of the date of such default or in the event suit is thereafter filed by **LESSOR** for same, recover all lease payments and other sums that may accrue thereafter.
- D. OTHER REMEDIES:** **LESSOR** may pursue any other remedy now or hereafter existing at law or in equity.
- E. MITIGATION:** In the event of any default by **LESSEE** hereunder, **LESSOR** may, at its sole discretion, although it shall not be so obligated, sell the Equipment by private or public cash or credit sale; or may re-lease the Equipment for a term and lease which may be equal to, greater than, or less than the Lease and terms as herein provided. Any proceeds of sale or any lease fees received under a new Lease, less **LESSOR'S** expenses of taking possession, reasonable attorneys' fees and/or collection fees, storage fees, reconditioning fees, if any, and sale or new leasing fees, shall be applied under **LESSEE'S** obligations as set forth above. **LESSEE'S** liability shall not be reduced by reason of any failure of **LESSOR** to sell or re-lease the Equipment. In the event the obligations of **LESSEE** hereunder are guaranteed by a guarantor or guarantors, **LESSOR** shall not be obligated to proceed against any such guarantor or guarantors before resorting to its remedies against **LESSEE**. In the event that **LESSOR** institutes any action hereunder, this Lease shall be deemed to have been entered into at the offices of **LESSOR** at San Diego, California, and all performance on the part of **LESSEE**, including the payment of all sums due hereunder, shall be deemed to have been required to be performed by **LESSEE** at the offices of **LESSOR** at San Diego, California.

SECTION 21. TERMINATION: Upon the expiration or earlier termination of the term of this Lease, **LESSEE**, at its expense, freight pre-paid, with the full and original value declared, shall forthwith return the Equipment unencumbered to the **LESSOR**, in good repair, ordinary wear and tear resulting from proper use thereof, alone, excepted, by properly packaging it for shipment and delivering it to any place designated by **LESSOR**, within the state of California.

21.1. OPTION CONSIDERATION: **LESSEE** may, by payment of the purchase option price, specified in Exhibit "A" at the time of expiration of this Lease, acquire the Equipment. **LESSEE** shall notify **LESSOR** of its exercise of its option in writing, a minimum of sixty (60) days prior to expiration of the initial term of the Lease.

21.2. BUY-OUT: **LESSEE**, if not in default of any of its obligations under this Lease, shall have the right to purchase all, but not part, of the Equipment under this Lease at any time during the Lease term. **LESSEE** may obtain the purchase price at any time upon written request to **LESSOR'S** accounting department at the address set forth in this Lease.

SECTION 22. ASSIGNMENT OR SUB-LEASING BY LESSEE: LESSEE shall not assign, transfer, pledge, hypothecate, or otherwise dispose of any Equipment under this Lease or any interest herein, or sublease or loan the Equipment or permit it to be used by anyone other than LESSEE or LESSEE'S qualified employees, without LESSOR'S prior written consent, which written consent shall not be unreasonably withheld.

In the event of assignment or transfer of LESSEE'S ownership interest in the The UPS Store Center where the Equipment is located, LESSOR retains the right to declare all sums due hereunder and to become due hereunder immediately due and payable.

LESSOR may assign this Lease and/or grant a security interest in this Equipment or any of its rights in whole or in part, under this agreement, without prior notice to LESSEE. LESSOR'S assignee or the secured party may reassign this Lease and/or security interest without notice to LESSEE and each such assignee and/or secured party shall have all the rights of LESSOR under this Lease. LESSEE shall recognize each such assignment and shall not assert against the assignee and/or secured party any defense, counter claim or offset that LESSEE may have against LESSOR. However, LESSOR shall not be relieved from performing any of its obligations and responsibilities under this Lease in the event its assignee is unable to do so. Subject to the foregoing, this Lease inures to the benefit of and is binding upon the heirs, personal representative, successors and assigns of the parties hereto.

SECTION 23. WAIVER: No delay or omission to exercise any right of LESSOR under this Lease shall be construed as a waiver of any such right or as impairing any such right. Any waiver by LESSOR of a single breach or default shall not be construed as a waiver of any prior or subsequent breach or default.

SECTION 24. CREDIT INFORMATION: LESSEE certifies that the statements, trade references, and other documents submitted to LESSOR are material inducements to the LESSOR to enter into this Lease, and any material misrepresentation therein, including but not limited to information in the LESSEE'S confidential Questionnaire Application, shall constitute a default hereunder.

SECTION 25. NOTICES: Any notice to be given under this Lease shall be made by personally delivering or mailing by certified or registered mail, postage pre-paid, at the address set forth in this Lease (including Exhibit "A"). Such notice shall be deemed given or made five (5) days after mailing.

25.1 PAYMENTS: Any payments to be made under this Lease shall be made by personally delivering or mailing postage prepaid, to The UPS Store, Inc., at 6060 Cornerstone Ct. West, San Diego, California 92121. Such payments shall be deemed given or made when received.

SECTION 26. NEUTRAL GENDER: In this agreement, the masculine, feminine, or neuter gender shall be deemed to include the others, and the singular to include the plural.

SECTION 27. ATTORNEYS' FEES: In the event judicial proceedings are instituted in connection with this Lease, the LESSEE shall pay to the LESSOR reasonable attorneys' fees, costs, and expenses. Furthermore, LESSEE shall pay to LESSOR, all costs and expenses of collection agencies incurred by LESSOR in exercising any and all of its rights for remedies hereunder, or enforcing any and all of the terms or conditions hereof.

SECTION 28. SURVIVAL OF LESSEE'S COVENANTS: LESSEE'S covenants under this Lease shall survive the term of this Lease, whenever the context permits.

SECTION 29. SUCCESSORS AND ASSIGNS: All covenants and agreements contained herein, shall be binding upon and inure to the benefit of each of the parties hereto, and the successors and permitted

assigns of each, all as herein provided. Any requests, notice, direction, consent, waiver or any other instrument or action, shall bind the successors and assigns of **LESSEE**. This Lease shall not be affected by any amendment or supplement or by any other action taken under or in respect to this Lease, except that each reference to the Lease shall mean the Lease as amended and supplemented from time to time to the extent permitted hereby and thereby.

SECTION 30. SEVERABILITY: Any provision of this Lease which is prohibited or unenforceable in any jurisdiction, shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability, without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

SECTION 31. ENTIRE AGREEMENT: This instrument, together with any other instrument, document, escrow agreement or other agreement executed by the parties hereto, or any document executed by **LESSEE** pursuant to any executed agreement of the parties hereto which refers to and/or secures the performance of this Lease constitutes the entire agreement between **LESSOR** and **LESSEE**. It shall not be amended, altered, or changed, except by written agreement signed by the parties hereto. Neither the supplier, nor his agents or employees, are authorized to bind **LESSOR** to the Lease, nor to waive or alter any term or provision printed herein, nor to add any provision hereto. Waiver by **LESSOR** of any provision hereof in one instance shall not constitute a waiver as to any other instance. Nothing in this Agreement or in any related agreement is intended to disclaim the representations **LESSOR** has made in its franchise disclosure document.

SECTION 32. HEADINGS: The headings of the various Articles and Sections herein are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

SECTION 33. GOVERNING LAW: This agreement shall in all respects, be governed by and construed in accordance with, the laws of the state of California, including all matters of construction, validity, and performance.

SECTION 34. COUNTERPARTS: This agreement may be executed simultaneously in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A facsimile or a scanned PDF of this agreement and any signatures hereon shall be considered originals for all purposes.

SECTION 35. MISCELLANEOUS: If there is more than one (1) **LESSEE** named in this Lease, the liability of each shall be joint and several. Whenever the singular is used herein, the plural is included and applicable. Time is of the essence of this Lease.

The undersigned represents and warrants that **LESSEE** is fully authorized and empowered to execute this Equipment Lease in favor of **LESSOR** and consents to the terms of this Lease both personally and on behalf of **LESSEE** if it is a business entity.

THIS LEASE IS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. LESSEE HEREBY ACKNOWLEDGES THAT LESSEE HAS READ THIS LEASE IN ITS ENTIRETY, THAT LESSEE IS AWARE OF ALL OF THE TERMS HEREOF, THAT LESSEE HAS RECEIVED A COPY OF THIS LEASE (OR HAD AN OPPORTUNITY TO MAKE A COPY) AND THAT THIS LEASE IS NONCANCELLABLE FOR THE ORIGINAL LEASE TERM.

This Lease will not be binding upon **LESSOR** or become effective until **LESSOR** accepts the same in writing in the State of California.

The undersigned **LESSEE** attests that **LESSEE** has read all documents which are part of this lease, **LESSEE** is fully aware of all terms and conditions contained therein, and guarantees that all required corporate action, if necessary, has been taken and that all documentation has been authorized to be executed by the following signatories.

LESSEE: _____

Legal Name of Business, Corporation, or Individual Lessee

By: _____
Signature

Date

Name Printed

Address

City, State, Zip

Telephone

By: _____
Signature

Date

Name Printed

Address

City, State, Zip

Telephone

By: _____
Signature

Date

Name Printed

Address

City, State, Zip

Telephone

By: _____
Signature

Date

Name Printed

Address

City, State, Zip

Telephone

ACCEPTED BY THE UPS STORE, INC.

By: _____
Sr. Vice-President and Controller

GUARANTY

The undersigned, jointly and severally, in consideration of the leasing by **LESSOR** of the Equipment to **LESSEE** under the foregoing Equipment Lease, do hereby unconditionally covenant to **LESSOR** that if default be made by **LESSEE** in the payment of lease or in the performance of any other covenants contained in such Lease, the undersigned will pay to **LESSOR**, or its assigns, the payment amount or any arrears thereof, and all damages that may arise in consequence of any default by **LESSEE** under such Lease. This guarantee shall be a continuing guarantee and the liability hereunder shall in no way be affected or diminished by reason of any renewal or modification of the Lease, or extension of time that may be granted by **LESSOR** to **LESSEE**, and without requiring **LESSOR** to first resort to any other right, remedy, or security. The undersigned waive notice of acceptance hereof, and further agree that they shall be liable hereunder upon default of **LESSEE** without demand or notice by or from **LESSOR**.

By: _____
Signature

Date

Name Printed

Address

City, State, Zip

Telephone

By: _____
Signature

Date

Name Printed

Address

City, State, Zip

Telephone

By: _____
Signature

Date

Name Printed

Address

City, State, Zip

Telephone

By: _____
Signature

Date

Name Printed

Address

City, State, Zip

Telephone

Exhibit A to Equipment Lease

Lease No.: _____

Full Legal Name and Address of Lessee:

Supplier of Equipment:
The UPS Store, Inc.
6060 Cornerstone Court West
San Diego, CA 92121

| Qty. | Equipment Description | Amount |
|------|-----------------------|--------|
|------|-----------------------|--------|

Total:
15% Down:
Lease Amount:

Location of Equipment:

Terms of Payment:

No. of Months – Initial Term:

Monthly Lease Payments:

Payment Structure:

LEASE SUMMARY

Principal (Amount Financed):

Interest Rate (APR%):

Terms in Months:

Payments Per Year:

Odd Days W/O Interest Chg:

Payment Amount:

Total Finance Charge:

Total of Payments:

Average Daily Interest:

TRANSFER UPGRADE AGREEMENT

Attention: To comply with applicable law, Prospective Buyer is not permitted to sign this Transfer Upgrade Agreement until (i) **fourteen (14) calendar days after the date when Prospective Buyer received the initial (FDD) copy of this document, and (ii) seven (7) calendar days after the date when Prospective Buyer and Seller received execution (signable) copies of this Transfer Upgrade Agreement. ***HANDWRITTEN CHANGES TO THIS TRANSFER UPGRADE AGREEMENT ARE STRICTLY PROHIBITED.*** (**May differ in some states; check with your local The UPS Store representative.)

This TRANSFER UPGRADE AGREEMENT (“Upgrade Agreement”) is made between:

The UPS Store, Inc. (“TUPSS”); and [NOT A PARTY IF THE CENTER IS LOCATED IN A TUPSS-OWNED AREA] _____ (“Area Franchisee”);
and _____ (“Seller”);
and _____ (“Prospective Buyer”).

BACKGROUND

Prospective Buyer and Seller have entered (or are planning to enter) into a purchase and sale agreement for the transfer (the “Transfer”) of the Seller’s rights under its franchise agreement (“Seller’s Franchise Agreement”) for Center Number _____ (the “Center”).

As one condition of TUPSS’s consent to the Transfer, TUPSS requires that the Center undergo upgrades to computers, equipment, fixtures and décor (collectively “Upgrades”) as described and itemized on the “Rider to Transfer Upgrade Agreement” (also referred to as “Rider”) which is attached to the execution copies of this agreement. TUPSS estimates the Upgrades’ combined cost with local labor to be \$_____. However, if TUPSS authorizes Prospective Buyer to purchase any Upgrade items that result in a reduction to the above estimated Upgrades cost as reflected on the Rider’s “grand total” line, then: (a) such revised grand total shall constitute a modification to TUPSS’s Upgrade cost estimated above; and (b) such updated Upgrades cost shall be the amount that must be funded into escrow solely by Prospective Buyer, as provided in Section 2 below.

THE PARTIES AGREE AS FOLLOWS:

1. This Upgrade Agreement shall become effective on the date that it is counter-signed by TUPSS (the “Effective Date”).
2. Prospective Buyer is solely responsible for (a) paying for all required Upgrades, (b) depositing all required Upgrade monies into an Upgrade escrow account controlled solely by TUPSS, and (c) implementing all of the Upgrades specified in the attached Rider by TUPSS. Even if a purchase and sale agreement executed between Prospective Buyer and Seller purports to require Seller to fund (or implement) some or all required Upgrades, all parties understand and agree that this Upgrade Agreement shall govern, requiring (and permitting) only Prospective Buyer to fund and implement all required Upgrades.
3. **Ninety (90) Day Deadline for Completing Upgrades**

Completion of the Upgrades (as specified by TUPSS above) must be accomplished to TUPSS’s satisfaction by the Prospective Buyer no later than ninety (90) days after the effective date of the Prospective Buyer’s Franchise Agreement, unless additional time beyond ninety (90) days is provided on the attached Rider in which case such additional time as specified shall be granted.

4. Center Development Coordination Responsibilities & Center Development Fee.

(a) The Prospective Buyer must utilize a “Center Development Coordinator” to supervise and coordinate the completion of the required Upgrades. **THE PROSPECTIVE BUYER AGREES THAT IT SHALL ONLY USE TUPSS’S DESIGNATED CENTER DEVELOPMENT COORDINATOR, AND NO ONE ELSE, FOR THIS FUNCTION. IF THE CENTER HAS AN AREA FRANCHISEE, THEN THE AREA FRANCHISEE SHALL BE THE CENTER DEVELOPMENT COORDINATOR. IF THE CENTER HAS NO AREA FRANCHISEE, THEN TUPSS SHALL BE THE CENTER DEVELOPMENT COORDINATOR.**

(b) In exchange for receipt of these services and as disclosed in Item 5 of the Prospective Buyer’s Franchise Disclosure Document (“FDD”), the Prospective Buyer must pay a “Center Development Fee” which shall be: (i) equal to twenty percent (20%) of the local labor and local material costs of Upgrades incurred by the Prospective Buyer; and (ii) except that for Center transfers which result in a relocation or remodel of the Center (including “facelifts” which are remodels without Design changes) this Center Development Fee shall be \$5,000. This amount shall not include products supplied by TUPSS or by a TUPSS-approved vendor. The Prospective Buyer must pay such Center Development Fee as stated in a demand submitted by the Center Development Coordinator.

(c) Summary of Center Development Coordinator’s Obligations.

The Center Development Coordinator will be required to enter into a Center Development Coordination Agreement (“CDCA”) as supplied by TUPSS. Under this Upgrade Agreement and under the CDCA, the Center Development Coordinator is obligated to perform, without limitation, the following types of supervisory and coordination duties: (i) complete, review and submit all Upgrade-related purchase orders to vendors (including to TUPSS), (ii) scheduling approved contractors’ installation of fixtures, computers, equipment and decor Upgrades, (iii) ensuring that any installation or other Upgrade-related services performed by contractors at Prospective Franchisee’s Center be completed in full compliance with TUPSS’s specifications, and (iv) delivering to TUPSS, **no later than ninety (90) days after the effective date of Prospective Franchisee’s Franchise Agreement or by such extended deadline(s) as may be provided by TUPSS in the Rider**, all required digital photographs, cost ledger and paid receipts that will be evaluated by TUPSS for purposes of determining whether compliance was successfully completed.

5. Estimates are Just That: Estimates Only.

Prospective Buyer acknowledges that (a) the dollar amount listed for Upgrades in the attached Rider to Transfer Agreement is an **estimate only**; (b) product and material prices are subject to change without prior notice; (c) labor cost estimates are based upon national averages; and (d) Prospective Buyer may have to spend additional amounts for Upgrades to the extent that these estimates are below the actual amounts required to complete all Upgrades.

6. TUPSS’s Authority to Designate Upgrade Payments from Escrow as Either Direct to Vendor or Reimbursement to Franchisee.

TUPSS reserves the right to designate each particular required Upgrade as either (a) to be paid directly from the escrowed Upgrade monies to the TUPSS-approved vendor(s) that complete or provide such Upgrades, or (b) to be paid to the Prospective Buyer in reimbursement of such Prospective Buyer’s payment to TUPSS-approved vendor(s), only if the Center is deemed by

TUPSS to be compliant. If and when TUPSS makes such designations, Prospective Buyer agrees to comply with such designations. In general, but without limitation, TUPSS will permit payments for TUPSS-approved products to be made directly to vendors, and TUPSS will (generally) require that payment for Upgrade-related services be reimbursed to the Prospective Buyer, only after TUPSS has confirmed that such services were performed in accordance with TUPSS's specifications.

7. Return to Prospective Buyer of Any Remaining and Unused Escrowed Upgrades Monies.

After TUPSS confirms (through review of digital photographs, cost ledger and paid receipts, etc.) that all Upgrades have been completed to TUPSS's satisfaction, TUPSS will, within thirty (30) business days thereafter remit any remaining and unused escrowed Upgrade monies to the Prospective Buyer, after first applying those funds against any monies owed by Prospective Buyer (or by any affiliate of Prospective Buyer) to TUPSS. Prospective Buyer understands and agrees that if this Agreement's Rider permits Prospective Buyer to complete certain specified Upgrades by a deadline that exceeds the ninety (90) day deadline set forth in Section 3 above (the "Phase Two Upgrades"), TUPSS retains the right to hold any remaining Upgrade monies, to be used for such Phase Two required Upgrades.

8. If Completion Deadline is Not Met, TUPSS Reserves the Right to Complete Upgrades with Escrowed Upgrade Funds.

A critical factor in TUPSS's decision of whether to approve Prospective Buyer for franchise ownership is such party's agreement to timely complete all required Upgrades, as specified in this Upgrade Agreement. If, for any reason, TUPSS does not receive confirmation to TUPSS's satisfaction that all required Upgrades were completed prior to the above-referenced ninety (90) day deadline, then TUPSS reserves the right, and is hereby be fully authorized by Prospective Buyer, to immediately thereafter complete all required Upgrades by such party as TUPSS may designate (which may be TUPSS, the Area Franchisee, or a third party).

UNDER SUCH CIRCUMSTANCES, PROSPECTIVE BUYER PROMISES TO: (a) FULLY COOPERATE IN MAKING ITS CENTER ACCESSIBLE TO THE PARTY THAT TUPSS DESIGNATES TO COMPLETE SUCH UPGRADES, AND (b) DIRECTLY PAY TO THE CENTER DEVELOPMENT COORDINATOR ANY AMOUNT REQUIRED TO COMPLETE THE UPGRADES THAT IS IN EXCESS OF THE ESTIMATED AMOUNTS THAT WERE ESCROWED BY THE PROSPECTIVE BUYER. IF, FOR ANY REASON, THE ESCROWED UPGRADE FUNDS HAVE NOT BEEN FULLY APPLIED TOWARD THE COMPLETION OF THOSE CENTER UPGRADES PRIOR TO PROSPECTIVE BUYER'S SALE OF THE CENTER TO A TUPSS-APPROVED PURCHASER, SUCH FUNDS SHALL REMAIN TO BE APPLIED FOR THE CENTER UPGRADES AND NOT RETURNED TO PROSPECTIVE BUYER.

9. Violation. Prospective Buyer and Seller agree that any violation by Prospective Buyer and/or Seller of this Upgrade Agreement shall constitute a material violation of the Prospective Buyer's Franchise Agreement (if executed) and/or of the Seller's Franchise Agreement, as applicable.

10. Miscellaneous. This Upgrade Agreement shall be construed in accordance with the law of the State of California. Exclusive venue and jurisdiction will lie within the courts of the State of California or within the courts of the United States of America. This Upgrade Agreement (including attached Rider) constitutes the entire agreement between the parties concerning the subject matter hereof, and supersedes any and all prior or contemporaneous written or oral representations and understandings regarding such subject matter including the purchase and sale agreement executed between the Prospective Buyer and the Seller; without limiting the foregoing

it is agreed that to the extent there is any inconsistency between this Upgrade Agreement and any other agreement between Prospective Buyer and Seller, the terms of this Agreement shall govern. This Upgrade Agreement cannot be modified except by a written amendment signed by all of the parties hereto. Nothing in this Agreement or in any related agreement is intended to disclaim the representations TUPSS has made in its franchise disclosure document.

Please sign and date, etc., as requested below, to acknowledge that you have read, understand and agree to be bound by the terms stated above.

AGREED TO AND ACCEPTED BY:

PROSPECTIVE BUYER

Prospective Buyer's Printed Name: _____

If Prospective Buyer is a corporation or other legal entity, printed name of individual who will be signing on behalf of such entity: _____

Title: _____ (if applicable)

Prospective Buyer's Signature: _____ Date: _____

SELLER

Seller's Printed Name: _____

If Seller is a corporation or other legal entity, printed name of individual who will be signing on behalf of such entity: _____

Title: _____ (if applicable)

Seller's Signature: _____ Date: _____

AREA FRANCHISEE

[TO BE EXECUTED ONLY BY AREA FRANCHISEES]**

Area Franchisee's Printed Name: _____

If Area Franchisee is a corporation or other legal entity, printed name of individual who will be signing on behalf of such entity: _____

Title: _____ (if applicable)

Area Franchisee's Signature: _____ Date: _____

THE UPS STORE, INC.

(Printed Name): _____

Title: Franchise Operations Supervisor

By (Signature): _____

*Date: _____

**Effective Date of this Agreement*

RIDER TO THE UPGRADE AGREEMENT AND ORDER AUTHORIZATION

Area/representative to carefully review the Rider in detail as items may have changed or been added. Once complete, the Area/representative must review in detail with all appropriate parties.

Please upload the complete Rider Excel workbook with shipping tab complete along with signed Master Cover and Terms & Conditions through FRAMIS.***NOTE: Rider must be submitted in Excel format and signature pages in PDF format

Date: _____ Area Number: _____
Center No: _____ Franchise Owner: _____

Project Type: ☐ New Center

Project Type

Location Type: ☐ HI, AK or PR Location☐ Remodel☒ Upgrade☐ International Location☐ Relocation☐ Facelift☐ Domestic Location

**UPS Shipper #

Upgrade Type:

(Shipper number is optional and will be used to bill freight for all technology and equipment items ONLY, from all vendors other than HP)

PRICE (Fixtures), Technology and Equipment:

| | | |
|---|----|-------------------------|
| The UPS Store, Inc. Modular Fixture components (L *Includes Security Mailbox Modules) | \$ | |
| Merchandising Accessories (Non Leasable) *Includes Display Panels/Accessories | \$ | |
| Lighting | \$ | |
| Graphics | \$ | |
| Window Signs | \$ | |
| Security Gate (Estimate only) | \$ | |
| Additional Items | \$ | |
| Technology | \$ | |
| Equipment | \$ | |
| Direct Vendor (Product, Tax & Freight) & Exterior Sign Install | \$ | |
| Other The UPS Store, Inc. Fees *Not Taxed | \$ | |
| The UPS Store, Inc. Design Fee *Not Taxed | \$ | |
| PRICE (FIXTURES), TECHNOLOGY AND EQUIPMENT SUBTOTAL | \$ | |
| Sales Tax (If applicable) 0.000% | \$ | - |
| | | To Be Determined |

Non-Taxable Resale Items (Branded Retail Shipping Supplies):

\$ -

LABOR:

| | | |
|--|----|-------------------------|
| Estimated Local Labor & Locally Procured Product/Permits | \$ | |
| Security Gate Installation | \$ | - |
| Technology Installation | \$ | |
| LABOR SUBTOTAL | \$ | |
| Sales Tax (If applicable) 0.000% | \$ | |
| | | To Be Determined |

FREIGHT/SHIPPING:

| | | | |
|----------------------------------|---|----|-------------------------|
| FRTPIN | The UPS Store - Modular Fixtures (Fixed) | \$ | |
| | * Includes Track Lighting & Merchandising Accessories | | |
| FRTZEO | Window Signs Consolidation | \$ | |
| *FREIGHTYUN | Graphics | \$ | |
| FRTSEC | Mailbox Modules Consolidation | \$ | |
| FRTCRI | Bubble Wrap Wall Mount | \$ | |
| METRO SHIPPING | Security Gate Shipping Cost (Freight & Crating) | \$ | - |
| FRTDRP | Equipment | \$ | |
| *FREIGHTPOS | Technology | \$ | |
| FREIGHT SUBTOTAL | | \$ | |
| Sales Tax (If applicable) 0.000% | | \$ | |
| | | | To Be Determined |

The UPS Store, Inc. REQUIRED ITEMS ESTIMATE

Manually entered by coordinator

GRAND TOTAL \$ 0.00**APPROVAL:**

Franchisee/Prospective

Buyer Signature:

Center Development

Coordinator's Signature:

Date:

Date:

RENEWAL UPGRADE AGREEMENT

This RENEWAL UPGRADE AGREEMENT ("Upgrade Agreement") is made between:

The UPS Store, Inc. ("TUPSS"); and [NOT A PARTY IF THE CENTER IS LOCATED IN A TUPSS-OWNED] _____ ("Area Franchisee"); and _____ ("Franchisee").

BACKGROUND

Franchisee seeks to renew its franchise for Center Number _____ (the "Center") under a then-current version of TUPSS's franchise agreement.

As one condition of TUPSS's Consent to the Renewal, TUPSS requires that the Center undergo upgrades to computers, equipment, fixtures and décor (collectively "Upgrades") as described and itemized on the "Rider to the Renewal Upgrade Agreement" which is attached to the execution copies of this Agreement. TUPSS estimates the Upgrades' combined cost with local labor to be \$_____. However, if TUPSS authorizes Franchisee to purchase any Upgrade items that result in a reduction to the above estimated Upgrades cost as reflected on the Rider's "grand total" line, then: (a) such revised grand total shall constitute a modification to TUPSS's Upgrade cost estimated above; and (b) such updated Upgrades cost shall be the amount that must be funded by the Franchisee, as provided in Section 2 below.

THE PARTIES AGREE AS FOLLOWS:

1. This Upgrade Agreement shall become effective on the date that it is counter-signed by TUPSS (the "Effective Date").
2. Franchisee has agreed that it alone is responsible for paying for and implementing all of the Upgrades, as are specified below by TUPSS. TUPSS's execution of this Upgrade Agreement does not commit TUPSS to renew Franchisee's franchise for the Center if Franchisee otherwise fails to comply with all the conditions for renewal stated in Franchisee's current Franchise Agreement.
3. **Applicable Dates:**
 - (a) No later than sixty (60) days prior to the end of Center's 10-year Franchise Agreement term, Franchisee agrees to purchase from TUPSS all of the equipment (including computers) required in order to upgrade Franchisee's Center to then-current System Standards and Specifications for POS/CMS, hardware, software and any other computer-related systems required for Center. Franchisee agrees to complete (to TUPSS's satisfaction) all of the Upgrades (as specified below by TUPSS) no later than the ninety (90) days after the effective date of the Renewal Franchise Agreement unless additional time beyond the ninety (90) days is provided on the attached Rider in which case such additional time as specified shall be granted.
4. **Center Development Coordination Responsibilities & Center Development Fee.**
 - (d) The Franchisee must utilize a "Center Development Coordinator" to supervise and coordinate the completion of the required Upgrades. **THE FRANCHISEE AGREES THAT IT SHALL ONLY USE TUPSS'S DESIGNATED CENTER DEVELOPMENT COORDINATOR, AND NO ONE ELSE, FOR THIS FUNCTION. IF THE CENTER**

HAS AN AREA FRANCHISEE, THEN THE AREA FRANCHISEE SHALL BE THE CENTER DEVELOPMENT COORDINATOR. IF THE CENTER HAS NO AREA FRANCHISEE, THEN TUPSS SHALL BE THE CENTER DEVELOPMENT COORDINATOR.

- (e) In exchange for receipt of these services, the Franchisee must pay a “Center Development Fee” which shall be: (i) equal to twenty percent (20%) of the local labor and local material costs of Upgrades incurred by the Franchisee; and (ii) except that for Center renewals which result in a relocation or remodel of the Center (including “facelifts” which are remodels without Design changes) this Center Development Fee shall be \$5,000. This amount shall not include products supplied by TUPSS or by a TUPSS-approved vendor. The Franchisee must pay such Center Development Fee as stated in an invoice submitted by the Center Development Coordinator.

(f) Summary of Center Development Coordinator’s Obligations.

The Center Development Coordinator will be required to enter into a Center Development Coordination Agreement (“CDCA”) as supplied by TUPSS. Under this Upgrade Agreement and under the CDCA, the Center Development Coordinator is obligated to perform, without limitation, the following types of supervisory and coordination duties: (i) complete, review and submit all Upgrade-related purchase orders to vendors (including to TUPSS), (ii) scheduling approved contractors’ installation of fixtures, computers, equipment and decor Upgrades, (iii) ensuring that any installation or other Upgrade-related services performed by contractors at Franchisee’s Center be completed in full compliance with TUPSS’s specifications, and (iv) delivering to TUPSS, **no later than ninety (90) days after the effective date of the Renewal Franchise Agreement or by such extended deadline(s) as may be provided in the Rider**, all required digital photographs, cost ledger and paid receipts that will be evaluated by TUPSS for purposes of determining whether compliance was successfully completed.

5. Estimates are Just That: Estimates Only

Franchisee acknowledges that (a) the dollar amount listed above for Upgrades is an **estimate only**, and (b) Franchisee may have to spend additional amounts for Upgrades to the extent that these estimates are below the actual amounts required to complete all Upgrades.

6. Violation. Franchisee understands that any violation of this Upgrade Agreement shall constitute a material violation of the Center’s Franchise Agreement.

7. Miscellaneous. This Upgrade Agreement shall be construed in accordance with the law of the State of California. Exclusive venue and jurisdiction will lie within the courts of the State of California or within the courts of the United States of America. This Upgrade Agreement constitutes the entire agreement between the parties concerning the subject matter hereof, and supersedes any and all prior or contemporaneous written or oral representations and understandings regarding such subject matter. This Upgrade Agreement cannot be modified except by a written amendment signed by all of the parties hereto. Nothing in this Agreement or in any related agreement is intended to disclaim the representations TUPSS has made in its franchise disclosure document.

Please sign and date, etc., as requested below, to acknowledge that you have read, understand and agree to be bound by the terms stated above.

AGREED TO AND ACCEPTED BY:

FRANCHISEE

Franchisee's Printed Name: _____

If Franchisee is a corporation or other legal entity, printed name of individual who will be signing on behalf of such entity: _____

Title: _____ (if applicable)

Franchisee's Signature: _____ Date: _____

AREA FRANCHISEE

[NOT A PARTY FOR TUPSS-OWNED AREAS**]**

Area Franchisee's Printed Name: _____

If Area Franchisee is a corporation or other legal entity, printed name of individual who will be signing on behalf of such entity: _____

Title: _____ (if applicable)

Area Franchisee's Signature: _____ Date: _____

THE UPS STORE, INC.

(Printed Name): _____

Title: Franchise Operations Supervisor

By (Signature): _____

*Date: _____

**Effective Date of this Agreement*

RIDER TO THE UPGRADE AGREEMENT AND ORDER AUTHORIZATION

Area/representative to carefully review the Rider in detail as items may have changed or been added. Once complete, the Area/representative must review in detail with all appropriate parties.

Please upload the complete Rider Excel workbook with shipping tab complete along with signed Master Cover and Terms & Conditions through FRAMIS.***NOTE: Rider must be submitted in Excel format and signature pages in PDF format

Date: _____ Area Number: _____
Center No: _____ Franchise Owner: _____

Project Type: ☐ New Center

Project Type

Location Type: ☐ HI, AK or PR Location☐ Remodel☒ Upgrade☐ International Location☐ Relocation☐ Facelift☐ Domestic Location

**UPS Shipper #

Upgrade Type:

(Shipper number is optional and will be used to bill freight for all technology and equipment items ONLY, from all vendors other than HP)

PRICE (Fixtures), Technology and Equipment:

| | | |
|---|----|-------------------------|
| The UPS Store, Inc. Modular Fixture components (L *Includes Security Mailbox Modules) | \$ | |
| Merchandising Accessories (Non Leasable) *Includes Display Panels/Accessories | \$ | |
| Lighting | \$ | |
| Graphics | \$ | |
| Window Signs | \$ | |
| Security Gate (Estimate only) | \$ | |
| Additional Items | \$ | |
| Technology | \$ | |
| Equipment | \$ | |
| Direct Vendor (Product, Tax & Freight) & Exterior Sign Install | \$ | |
| Other The UPS Store, Inc. Fees *Not Taxed | \$ | |
| The UPS Store, Inc. Design Fee *Not Taxed | \$ | |
| PRICE (FIXTURES), TECHNOLOGY AND EQUIPMENT SUBTOTAL | \$ | |
| Sales Tax (If applicable) 0.000% | \$ | - |
| | | To Be Determined |

Non-Taxable Resale Items (Branded Retail Shipping Supplies):

\$ -

LABOR:

| | | |
|--|----|-------------------------|
| Estimated Local Labor & Locally Procured Product/Permits | \$ | |
| Security Gate Installation | \$ | - |
| Technology Installation | \$ | |
| LABOR SUBTOTAL | \$ | |
| Sales Tax (If applicable) 0.000% | \$ | |
| | | To Be Determined |

FREIGHT/SHIPPING:

| | | | |
|----------------------------------|---|----|-------------------------|
| FRTPIN | The UPS Store - Modular Fixtures (Fixed) | \$ | |
| | * Includes Track Lighting & Merchandising Accessories | | |
| FRTZEO | Window Signs Consolidation | \$ | |
| *FREIGHTYUN | Graphics | \$ | |
| FRTSEC | Mailbox Modules Consolidation | \$ | |
| FRTCRI | Bubble Wrap Wall Mount | \$ | |
| METRO SHIPPING | Security Gate Shipping Cost (Freight & Crating) | \$ | - |
| FRTDRP | Equipment | \$ | |
| *FREIGHTPOS | Technology | \$ | |
| FREIGHT SUBTOTAL | | \$ | |
| Sales Tax (If applicable) 0.000% | | \$ | |
| | | | To Be Determined |

The UPS Store, Inc. REQUIRED ITEMS ESTIMATE \$
GRAND TOTAL \$ **0.00**

Manually entered by
coordinator

APPROVAL:

Franchisee/Prospective

Buyer Signature:

Center Development

Coordinator's Signature:

Date:

Date:

RE-OPENING UPGRADE AGREEMENT

Attention: To comply with applicable law, New Franchisee is not permitted to sign this Re-Opening Upgrade Agreement until (i) ** fourteen (14) calendar days after the date when New Franchisee received the initial (FDD) copy of this document, and (ii) seven (7) calendar days after the date when New Franchisee received execution (signable) copies of this Re-Opening Upgrade Agreement. ***EXCEPT FOR CHECKING THE BOX IN PARAGRAPH 3, HANDWRITTEN CHANGES TO THIS AGREEMENT ARE STRICTLY PROHIBITED.*** (** May differ in some states; check with your local The UPS Store representative).

This RE-OPENING UPGRADE AGREEMENT (“Upgrade Agreement”) is made between:

The UPS Store, Inc. (“TUPSS”); and [NOT A PARTY IF THE CENTER IS LOCATED IN A TUPSS-OWNED AREA] _____ (“Area Franchisee”); and _____ (“New Franchisee”).

BACKGROUND

New Franchisee seeks to purchase a new The UPS Store® franchise by entering into a franchise agreement with TUPSS (“Franchise Agreement”) in connection with the re-opening (“Re-Opening”) of Center # ____ (“Center”) whose previous franchisee had their franchise agreement terminated by TUPSS.

As one condition of TUPSS’s consent to the Re-Opening, TUPSS requires that the Center undergo upgrades to computers, equipment, fixtures and décor (collectively “Upgrades”) as described and itemized on the “Rider to Re-Opening Upgrade Agreement” which is attached to the execution copies of this agreement. TUPSS estimates the Upgrades’ combined cost with local labor to be \$_____. However, if TUPSS authorizes New Franchisee to purchase any Upgrade items that result in a reduction to the above estimated Upgrades cost as reflected on the Rider’s “grand total” line, then: (a) such revised grand total shall constitute a modification to TUPSS’s Upgrade cost estimated above; and (b) such updated Upgrades cost shall be the amount that must be funded into escrow solely by New Franchisee, as provided in Section 2 below.

THE PARTIES AGREE AS FOLLOWS:

1. This Upgrade Agreement shall become effective on the date that it is counter-signed by TUPSS (the “Effective Date”).
2. New Franchisee is solely responsible for (a) paying for all Upgrades, (b) depositing all required Upgrade monies into an Upgrade escrow account controlled solely by TUPSS, and (c) implementing all of the Upgrades specified in the attached Rider by TUPSS.
3. **Applicable Dates:**
 - (a) When New Franchisee is required to pay all other fees that it owes to TUPSS in connection with its purchase of a new franchise for the Center, New Franchisee must also deliver to TUPSS an amount equal to the cost of Upgrades as estimated by TUPSS above.
 - (b) New Franchisee’s Franchise Agreement for the Center shall be null and void if New Franchisee does not timely pay to TUPSS the Upgrades amount estimated by TUPSS above.

- (c) Completion of the Upgrades (as specified by TUPSS above) must be accomplished (to TUPSS's satisfaction) by New Franchisee no later than ninety (90) days after the effective date of New Franchisee's Franchise Agreement, unless additional time beyond ninety (90) days is provided on the attached Rider in which case such additional time as specified shall be granted.

4. Center Development Coordination, Center Development Fee and Coordinator Responsibilities

- (a) New Franchisee must utilize a "Center Development Coordinator" to supervise and coordinate the completion of the required Upgrades. **THE NEW FRANCHISEE AGREES THAT IT SHALL ONLY USE TUPSS'S DESIGNATED CENTER DEVELOPMENT COORDINATOR, AND NO ONE ELSE, FOR THIS FUNCTION. IF THE CENTER HAS AN AREA FRANCHISEE, THEN THE AREA FRANCHISEE SHALL BE THE CENTER DEVELOPMENT COORDINATOR. IF THE CENTER HAS NO AREA FRANCHISEE, THEN TUPSS SHALL BE THE CENTER DEVELOPMENT COORDINATOR.**

- (b) In exchange for receipt of these services and as disclosed in Item 5 of New Franchisee's Franchise Disclosure Document ("FDD"), New Franchisee must pay a "Center Development Fee" which shall be: (i) equal to twenty percent (20%) of the local labor and local material costs of Upgrades incurred by New Franchisee; and (ii) except that for Center re-openings which result in a relocation or remodel of the Center (including "facelifts" which are remodels without Design changes) this Center Development Fee shall be \$5,000. This amount shall not include products supplied by TUPSS or by a TUPSS-approved vendor. New Franchisee must pay such Center Development Fee as stated in a demand submitted by the Center Development Coordinator.

- (c) **Summary of Center Development Coordinator's Obligations.**

The Center Development Coordinator will be required to enter into a Center Development Coordination Agreement ("CDCA") as supplied by TUPSS. Under this Upgrade Agreement and under the CDCA, the Center Development Coordinator is obligated to perform, without limitation, the following types of supervisory and coordination duties: (i) complete, review and submit all Upgrade-related purchase orders to vendors (including to TUPSS), (ii) scheduling approved contractors' installation of fixtures, computers, equipment and décor Upgrades, (iii) ensuring that any installation or other Upgrade-related services performed by contractors at New Franchisee's Center be completed in full compliance with TUPSS's specifications, and (iv) delivering to TUPSS, **no later than ninety (90) days after the effective date of New Franchisee's Franchise Agreement or by such deadline(s) as may be provided in the Rider,** all required digital photographs, cost ledger and paid receipts that will be evaluated by TUPSS for purposes of determining whether compliance was successfully completed.

5. Estimates are Just That: Estimates Only

New Franchisee acknowledges that (a) the dollar amount listed above for Upgrades is an **estimate only**, (b) product and material prices are subject to change without prior notice; (c) labor cost estimates are based upon national averages; and (d) New Franchisee may have to spend additional

amounts for Upgrades to the extent that these estimates are below the actual amounts required to complete all Upgrades.

6. **TUPSS's Authority to Designate Upgrade Payments from Escrow as Either Direct to Vendor or Reimbursement to New Franchisee.**

TUPSS reserves the right to designate each particular required Upgrade as either (a) to be paid directly from the escrowed Upgrade monies to the TUPSS-approved vendor(s) that complete or provide such Upgrades, or (b) to be paid to New Franchisee in reimbursement of such New Franchisee's payment to TUPSS-approved vendor(s), only if the Center is deemed by TUPSS to be compliant. If and when TUPSS makes such designations, New Franchisee agrees to comply with such designations. In general, but without limitation, TUPSS will permit payments for TUPSS-approved products to be made directly to vendors, and TUPSS will (generally) require that payment for Upgrade-related services be reimbursed to the New Franchisee, only after TUPSS has confirmed that such services were performed in accordance with TUPSS's specifications.

7. **Return to New Franchisee of Any Remaining and Unused Escrowed Upgrades Monies.**

After TUPSS confirms (through review of digital photographs, cost ledger and paid receipts, etc.) that all Upgrades have been completed to TUPSS's satisfaction, TUPSS will, within thirty (30) business days thereafter remit any remaining and unused escrowed Upgrade monies to the New Franchisee, after first applying those funds against any monies owed by New Franchisee (or by any affiliate of New Franchisee) to TUPSS. Prospective Buyer understands and agrees that if this Agreement's Rider permits Prospective Buyer to complete certain specified Upgrades by a deadline that exceeds the ninety (90) day deadline set forth in Section 3 above (the "Phase Two Upgrades"), TUPSS retains the right to hold any remaining Upgrade monies, to be used for such Phase Two required Upgrades.

8. **If Completion Deadline is Not Met, TUPSS Reserves the Right to Complete Upgrades with Escrowed Upgrade Funds.**

A critical factor in TUPSS's decision of whether to approve New Franchisee for franchise ownership is such party's agreement to timely complete all required Upgrades, as specified in this Upgrade Agreement. If, for any reason, TUPSS does not receive confirmation to TUPSS's satisfaction that all required Upgrades were completed prior to the above-referenced ninety (90) day deadline, then TUPSS reserves the right, and is hereby be fully authorized by New Franchisee, to immediately thereafter complete all required Upgrades by such party as TUPSS may designate (which may be TUPSS, the Area Franchisee, or a third party).

UNDER SUCH CIRCUMSTANCES, NEW FRANCHISEE PROMISES TO: (a) FULLY COOPERATE IN MAKING ITS CENTER ACCESSIBLE TO THE PARTY THAT TUPSS DESIGNATES TO COMPLETE SUCH UPGRADES, AND (b) DIRECTLY PAY TO THE CENTER DEVELOPMENT COORDINATOR ANY AMOUNT REQUIRED TO COMPLETE THE UPGRADES THAT IS IN EXCESS OF THE ESTIMATED AMOUNTS THAT WERE ESCROWED BY NEW FRANCHISEE.

9. **Violation.** New Franchisee agrees that any violation by it of this Upgrade Agreement shall constitute a material violation of New Franchisee's Franchise Agreement for the Center.

10. **Miscellaneous.** This Upgrade Agreement shall be construed in accordance with the law of the State of California. Exclusive venue and jurisdiction will lie within the courts of the State of California or within the courts of the United States of America. This Upgrade Agreement (including attached Rider) constitutes the entire agreement between the parties concerning the subject matter hereof, and supersedes any and all prior or contemporaneous written or oral representations and understandings regarding such subject matter. This Upgrade Agreement cannot be modified except by a written amendment signed by all of the parties hereto. Nothing in this Agreement or in any related agreement is intended to disclaim the representations TUPSS has made in its franchise disclosure document.

Please sign and date, etc., as requested below, to acknowledge that you have read, understand and agree to be bound by the terms stated above.

NEW FRANCHISEE

New Franchisee's Printed Name: _____

If New Franchisee is a corporation or other legal entity, printed name of individual who will be signing on behalf of such entity: _____

Title: _____ (if applicable)

New Franchisee's Signature: _____ Date: _____

AREA FRANCHISEE

[NOT A PARTY FOR TUPSS-OWNED AREAS**]**

Area Franchisee's Printed Name: _____

If Area Franchisee is a corporation or other legal entity, printed name of individual who will be signing on behalf of such entity: _____

Title: _____ (if applicable)

Area Franchisee's Signature: _____ Date: _____

THE UPS STORE, INC.

(Printed Name): _____

Title: Franchise Operations Supervisor

By (Signature): _____

*Date: _____

** Effective Date of this Agreement*

RIDER TO THE UPGRADE AGREEMENT AND ORDER AUTHORIZATION

Area/representative to carefully review the Rider in detail as items may have changed or been added. Once complete, the Area/representative must review in detail with all appropriate parties.

Please upload the complete Rider Excel workbook with shipping tab complete along with signed Master Cover and Terms & Conditions through FRAMIS.***NOTE: Rider must be submitted in Excel format and signature pages in PDF format

Date: _____ Area Number: _____
Center No: _____ Franchise Owner: _____

Project Type: ☐ New Center

Project Type

Location Type: ☐ HI, AK or PR Location☐ Remodel☐ Upgrade☐ International Location☐ Relocation☐ Facelift☐ Domestic Location

**UPS Shipper #

Upgrade Type:

(Shipper number is optional and will be used to bill freight for all technology and equipment items ONLY, from all vendors other than HP)

PRICE (Fixtures), Technology and Equipment:

| | | |
|---|----|-------------------------|
| The UPS Store, Inc. Modular Fixture components (L *Includes Security Mailbox Modules) | \$ | |
| Merchandising Accessories (Non Leasable) *Includes Display Panels/Accessories | \$ | |
| Lighting | \$ | |
| Graphics | \$ | |
| Window Signs | \$ | |
| Security Gate (Estimate only) | \$ | |
| Additional Items | \$ | |
| Technology | \$ | |
| Equipment | \$ | |
| Direct Vendor (Product, Tax & Freight) & Exterior Sign Install | \$ | |
| Other The UPS Store, Inc. Fees *Not Taxed | \$ | |
| The UPS Store, Inc. Design Fee *Not Taxed | \$ | |
| PRICE (FIXTURES), TECHNOLOGY AND EQUIPMENT SUBTOTAL | \$ | |
| Sales Tax (If applicable) 0.000% | \$ | - |
| | | To Be Determined |

Non-Taxable Resale Items (Branded Retail Shipping Supplies):

\$ -

LABOR:

| | | |
|--|----|-------------------------|
| Estimated Local Labor & Locally Procured Product/Permits | \$ | |
| Security Gate Installation | \$ | - |
| Technology Installation | \$ | |
| LABOR SUBTOTAL | \$ | |
| Sales Tax (If applicable) 0.000% | \$ | |
| | | To Be Determined |

FREIGHT/SHIPPING:

| | | | |
|----------------------------------|---|----|-------------------------|
| FRTPIN | The UPS Store - Modular Fixtures (Fixed) | \$ | |
| | * Includes Track Lighting & Merchandising Accessories | | |
| FRTZEO | Window Signs Consolidation | \$ | |
| *FREIGHTYUN | Graphics | \$ | |
| FRTSEC | Mailbox Modules Consolidation | \$ | |
| FRTCRI | Bubble Wrap Wall Mount | \$ | |
| METRO SHIPPING | Security Gate Shipping Cost (Freight & Crating) | \$ | - |
| FRTDRP | Equipment | \$ | |
| *FREIGHTPOS | Technology | \$ | |
| FREIGHT SUBTOTAL | | \$ | |
| Sales Tax (If applicable) 0.000% | | \$ | |
| | | | To Be Determined |

The UPS Store, Inc. REQUIRED ITEMS ESTIMATE

Manually entered by coordinator

GRAND TOTAL \$ 0.00**APPROVAL:**

Franchisee/Prospective

Buyer Signature:

Center Development

Coordinator's Signature:

Date:

Date:

ADDENDUM TO LEASE

This Addendum to Lease ("Addendum") is by and between _____ ("Landlord");
and _____ ("Tenant"); and The UPS Store, Inc. ("Franchisor").

The Parties Agree as Follows:

1. This Addendum supplements and is a binding part of the lease between Landlord and Tenant dated _____, 20____, (and any renewals thereof) (the "Lease") for the leased premises located at _____ (the "Premises").

To the extent that there is any inconsistency between the terms of the Lease and the terms of this Addendum, the terms of this Addendum shall govern and control.

2. This Addendum may only be amended in a writing that is signed by all parties.

3. During the Lease's term (and any extensions of such term) the Premises shall be used solely for the operation of a The UPS Store® retail center.

a. Except as incidental to a tenant's transactions, or to any pharmacy, grocery or health and beauty aid store tenant, or to any tenant over 2,500 square feet, Landlord agrees not to lease any space to a tenant, nor allow any of its current tenants, including temporary vendors, to offer, sell or provide any of the following products or services: packing and shipping services; UPS®, DHL®, FedEx® or any other related overnight delivery and/or courier services; sales of USPS® metered mail; printing services (including color and black and white photocopying, digital printing; digital imaging, binding, on-line printing/document access; mounting, laminating; large format printing, and the production of banners); mailbox services. Tenant shall have the right to enforce this provision by injunction, in addition to Tenant's other legal remedies upon breach hereof. In addition base rent shall abate by fifty percent (50%) during any such period of breach.

4. For value received, Tenant hereby assigns its rights under the Lease (or, if applicable, under a renewal term lease) to Franchisor, and Landlord hereby consents to such assignment, subject to the following conditions:

a. One of these events ("Events") has occurred:

(i) Tenant has failed to cure defaults under the Lease, or

(ii) non-renewal of the Lease, or

(iii) termination and/or expiration of Tenant's TUPSS Franchise Agreement during the Lease's term (or during any extension of such term); and

b. Franchisor sends written notice ("Franchisor Notice") to the Landlord and Tenant confirming that Franchisor exercises its right (not obligation) to accept such Lease assignment within thirty (30) days; and

c. If the applicable Event included a Lease default by Tenant, Franchisor fully cures such default within fifteen (15) business days of the Franchisor Notice. If Franchisor fails to fully cure the defaults to Landlord's satisfaction by such deadline, the assignment would be rendered null and void.

Upon receipt by Landlord of an assumption agreement under which the assignee agrees to assume: (i) the Lease (or, if applicable, renewal lease), and (ii) all of Franchisor's duties thereunder, Franchisor shall thereupon be released from all liability as tenant from and after such date of assignment, without need for additional written confirmation of such release from Landlord to Franchisor.

5.
 - a. Landlord promises to send to Franchisor and area franchisee copies of any notices of default or termination or non-renewal that it gives to Tenant, as well as notice of material changes to the terms of this Lease, estoppel, or change of ownership of the property governed by the Lease at the same time Landlord sends any such notice to Tenant. Landlord will send to Tenant, no later than twelve (12) months in advance, notice of any pending renewal lease option or pending end of lease term.
 - b. All written notices described herein must use a commercial overnight courier with next day delivery (and receipt provided), or certified mail (postage prepaid, return receipt requested). For all purposes, Franchisor shall be contacted at: Legal Department, The UPS Store, Inc., 6060 Cornerstone Court West, San Diego, CA 92121 and area franchisee shall be contacted at: _____.

(For Landlord's and Tenant's mailing addresses, see the signature lines below.)

6. Franchisor does not assume any obligation under the Lease, (or, if applicable, under a renewal term lease) unless and until Franchisor expressly assumes such Lease (or, if applicable renewal term lease) obligation as provided in Section 4 above.

7. Landlord shall not unreasonably withhold its consent if and when Franchisor (if it has exercised its rights under this Addendum) seeks to assign the Lease (or, if applicable, renewal term lease) to any third party that is creditworthy according to Landlord's original qualification criteria for the Lease and meets Franchisor's requirements for franchise ownership.

8. During the term of this Lease (and any renewals thereof), any security interest held by Landlord in Tenant's assets must be subordinated to that of any lender (as indicated by UCC search) that finances Tenant's purchase of such assets.

9. In the event Tenant ceases operations or closes, and Franchisor does not exercise its assignment rights hereunder, Franchisor (or its representative) may enter the Premises without being guilty of trespass to effect de-identification or removal of Franchisor's proprietary equipment, software and brand-identifying trade dress.

10. Franchisor shall be entitled to recover from Tenant all amounts it pays to Landlord to cure Tenant's defaults under the Lease, including interest and reasonable collection costs.

AGREED TO AND ACCEPTED BY:

LANDLORD: (print Name of Landlord) _____

Signature of Landlord's Authorized Representative

Date of Signature

Print Name of Landlord's Authorized Representative

Title

Landlord's Address: _____

Landlord's Phone Number and Fax Number: _____

TENANT: (print Name of Tenant) _____

Signature of Tenant's Authorized Representative

Date of Signature

*Print Name of Tenant's Authorized Representative

*Title

**(Applicable if Tenant is a legal entity such as a corporation, partnership, LLC, etc.)*

Tenant's Address: _____

Tenant's Phone Number and Fax Number: _____

FRANCHISOR: THE UPS STORE, INC.

Signature of Franchisor's Authorized Representative

*Date of Franchisor's Counter-Signature: _____ **Effective Date of this Addendum*

Print Name of Franchisor's Authorized Representative

Title

SPOUSAL CONSENT

With regard to the Franchise Agreement for Center # _____ with The UPS Store, Inc., I, _____, represent and agree as follows:

1. I am the spouse of _____.
2. My spouse is either the Franchisee for the above referenced Franchise or he/she owns some or all of the ownership interest in such Franchise if such Franchisee is a corporation, LLC, partnership or other legal entity.
3. I am neither a Franchisee for the above referenced Franchise nor do I own any equity interest in any corporation, LLC, partnership or other legal entity that may own the above referenced Franchise.
4. I hereby acknowledge that as a spouse to a Franchisee (or to a person that owns an interest in a legal entity that owns a Franchise), I may have access to TUPSS's confidential and proprietary System as such is disclosed and made known to my spouse.
5. I hereby acknowledge that I have read (or have been advised by my spouse or by legal counsel regarding) (a) the provisions in my spouse's Franchise Agreement pertaining to non-disclosure of TUPSS's confidential or proprietary information, and (b) my spouse's Non-Competition and Non-Solicitation Agreement.
6. I hereby promise that as a result of my access, through my spouse, to TUPSS's confidential and proprietary System, I agree that both during and after the term of my spouse's Franchise Agreement, I shall be bound by and comply with my spouse's obligations (a) under such Franchise Agreement pertaining to non-disclosure of TUPSS's confidential or proprietary information, and (b) under my spouses Non-Competition and Non-Solicitation Agreement.

Executed this _____ day of _____, 20____, in _____, _____
City State

Printed Name of Franchisee's Spouse: _____

Signature of Franchisee's Spouse: _____

**THE UPS STORE® FRANCHISEE
UPS INCENTIVE PROGRAM
CONTRACT CARRIER AGREEMENT**

THIS CONTRACT CARRIER AGREEMENT ("Agreement") is entered into between UNITED PARCEL SERVICE, INC., an Ohio corporation ("UPS"), and _____ a The UPS Store, Inc. ("TUPSS"), franchisee ("Participating Franchisee", "you", or "your").

RECITALS

- A. TUPSS is a franchisor of retail outlets (each, "The UPS Store Center") that provide a variety of postal, business, and communications services to businesses and the general public.
- B. UPS is an interstate carrier providing transportation and related services to shippers, including The UPS Store Centers.
- C. Participating Franchisee is an independently-owned and operated franchisee of TUPSS, and has requested UPS services for itself and its The UPS Store Center patrons ("patrons").

For and in consideration of the mutual covenants and conditions contained in this Agreement, UPS and Participating Franchisee agree as follows:

AGREEMENT

1. **Agreement for Services; Incorporated Terms.** UPS will provide services to you as stated in this Agreement and in the published applicable UPS Rate and Service Guide and UPS Tariff/Terms and Conditions of Service in effect at the time of shipment. The terms and conditions of the UPS Rate and Service Guide and the UPS Tariff/Terms and Conditions of Service can be found at www.ups.com, and are incorporated in this Agreement by this reference. If there is a conflict between the terms of this Agreement on the one hand, and the terms and conditions in the UPS Rate and Service Guide and UPS Tariff/Terms and Conditions of Service on the other, the terms of the UPS Tariff/Terms and Conditions of Service and UPS Rate and Service Guide will prevail. Addenda One, Two and Three constitute a part of this Agreement and are incorporated into this Agreement by this reference.
2. **Carrier of Choice.** You agree that this Agreement is based on the needs of Participating Franchisee, and that UPS will be your preferred and recommended carrier of choice for all small package ground, air, and international shipments.
3. **Term.** This Agreement is effective ("Effective Date") as of the date that it is countersigned below by UPS. This Agreement's term shall end upon the earlier of: (1) the conclusion (without renewal) of the Franchise Agreement's natural term, or (2) the earlier termination of: (a) this Agreement, or (b) the Franchise Agreement.
4. **Termination.**
 - a. **Termination for Default.** If Participating Franchisee defaults in its performance of its obligations of this Agreement, including without limitation a violation of UPS's designated maximum Retail rates for UPS shipping services, UPS may elect to terminate this Agreement if Participating Franchisee fails to cure the default as specified by UPS within thirty (30) days of receipt of written notice from UPS. Notwithstanding the foregoing, if you receive from UPS three (3) or more written notices of default under this Agreement within any twelve (12)

consecutive month period, then, whether or not the default was curable and/or cured after receipt of notice: (i) such repeated defaults shall be considered incurable, and (ii) UPS may terminate this Agreement at the same time as, or any time after, UPS notifies you of the third default, with such termination to become effective upon your receipt of such notice of termination.

- b. Termination for TUPSS Termination of Franchise Agreement. If TUPSS terminates your Franchise Agreement due to your failure to cure any material default of such Franchise Agreement as required by TUPSS, such termination shall be deemed to be a simultaneous uncured and incurable default under this Agreement and shall automatically and simultaneously result in the immediate termination of this Agreement without any required notice or other action by UPS.
- c. Termination For Failure to Timely Pay. Notwithstanding subsection (a) and (b), above, UPS may suspend service or terminate this Agreement in its discretion upon your failure to timely pay any or all charges owed to UPS for services rendered.

5. Incentives.

- a. The incentives referenced in Addendum One to this Agreement are contingent upon your execution of this Agreement and the The UPS Store Franchise Agreement. You must supply a signed copy of this Agreement to the TUPSS corporate office.
- b. UPS may, in its sole and absolute discretion, modify (a) the maximum UPS Retail rates for UPS shipping services, and (b) the incentives provided to you; provided, however that UPS will give ninety (90) days prior written notice of any proposed reduction in the incentives provided to you, and UPS will, before implementation, address the proposed reduction with PACE.

6. Maximum Retail Price. You may not charge more than the maximum UPS Retail rates designated by UPS for the various UPS shipping services offered by your The UPS Store Center. You will accurately input all billing adjustments and requests for compensation.

7. Payment. UPS requires an electronic funds transfer (“EFT”) payment program for the amount of your UPS bill. Each week your bank deducts the amount from your checking account and transfers the payment electronically to UPS. Each payment is shown on your regular bank statement. You agree that you will timely pay all charges owed to UPS for services rendered. UPS reserves the right to suspend credit and/or terminate this Agreement, and the right to suspend alternative payment terms or require payment at the time service is requested, in the event that you do not timely pay any or all charges owed to UPS for services rendered.

8. Participating Franchisee as Shipper.

- a. You understand and agree that you will be considered the shipper for all shipments tendered by you to UPS. All services provided by UPS pursuant to this Agreement are provided to you as the shipper, and not to your patrons.
- b. UPS shall have no obligation to deal with your patrons in any matters concerning UPS services provided to you under your shipper number, including, without limitation, tracing requests, claims, guarantees, COD preparation or remittance, return of undeliverable packages, proper packaging and labeling, or billing. You may provide your patrons with your UPS tracking number(s) for shipment(s) of packages tendered to you, and UPS may, at its discretion, respond directly to your patrons if they submit such tracking requests to UPS.

- c. All claims for loss or damage or requests for refunds must be submitted to UPS by you, and not by your patrons. Any UPS claim payments will be paid to you and you agree that you shall immediately provide that claim payment to the appropriate patron. Any UPS refund payments will be paid to you with the exception of an Enhanced Guaranteed Service Refund (“EGSR”), which shall be paid as set forth in Addendum Three of this Agreement. With the sole exception of EGSR, you agree that you are solely responsible for the issuance of any refunds and/or payment of any claims to your patrons.

9. Unauthorized Shipments; Hazardous Materials; Security. You agree not to ship via UPS articles that UPS is not authorized to accept or that UPS states in the effective UPS Rate and Service Guide and UPS Tariff/Terms and Conditions of Service that it will not accept, and to ensure that any packages tendered by you to UPS comply with UPS’s terms of service as set forth in the UPS Tariff/Terms and Conditions of Service. You agree not to ship via UPS any “Hazardous Materials” (those materials regulated under Title 49 of the Code of Federal Regulations). You agree to cooperate with UPS in connection with security measures that currently are in place, and that may be in place in the future, relating to shipment of packages tendered to you by your patrons for shipment.

10. Proper Packaging and Labeling.

- a. You agree to supply UPS with electronic package level detail and packaging labeling in a form acceptable to UPS, as may be modified or updated at UPS’s discretion, for every package tendered by you to UPS. Package level detail includes, but is not limited to: consignee’s full name, complete delivery address, package weight and zone, service option, and package tracking number. Package labeling includes, but is not limited to: 1Z tracking numbers bar code, MaxiCode, postal bar code, UPS Routing Code, and appropriate service icon.
- b. With the sole exception of international shipments, all packages (including letters) tendered by you to UPS will bear your return address only and not that of a patron. International packages and letters tendered by you to UPS should show the patron’s telephone number and name and address as the return address on the UPS shipping label.

11. Use of Automated Shipping System; Effective Rates. You will process all packages tendered by you to UPS under your UPS shipper number using the iShip shipping system and the current applicable rates. Use of a non-compliant manifest system or incorrect rates will result in a charge of the greater of \$0.50 per package, or \$35.00 per week, and UPS may terminate this Agreement in the event that you use a non-compliant manifest system or incorrect rates and fail to cure such default as required.

12. Resources Provided to Participating Franchisee. UPS will provide to you for the life of this Agreement the following resources: Placement on the UPS Service Locator, Dedicated Support Resources, and 1-800 Support Line.

13. International Special Commodities - Personal Effects. In addition to other services provided to you, UPS will provide international transportation of special commodities as set forth in Addendum Two.

14. Value Added Services; Accessorial Charges

a. Saturday Air Pick-Up.

- i. If a package is tendered during the regularly-scheduled Saturday pickup; the Saturday pickup charge will be waived. Any subsequent requests for additional pickups on the same day will incur a Saturday pickup charge.
- ii. If a Saturday pickup is needed, but The UPS Store location does not have a regularly-scheduled pickup for Saturday, The UPS Store location must call or request a pickup via the Internet. The fee for the first request of that day will be waived. Any subsequent requests for additional pickups on the same day incur a charge.

b. Address Corrections. UPS agrees to waive the accessorial fee for address corrections for Participating Franchisees.

c. UPS Delivery Intercept – Redirected Packages. UPS agrees to waive the accessorial fee for UPS Delivery Intercept redirect requests for Participating Franchisees.

d. UPS Provided Label Printer. UPS agrees to waive the weekly charge for the use of the UPS Provided Printers for Participating Franchisee.

15. Confidentiality; Advertising.

- a. You agree that this Agreement, including its existence and all of its terms and conditions, and all rates and other information provided to you by UPS is proprietary information of UPS and the property of UPS. You and UPS acknowledge the competitive value of the information and agree to keep such information strictly confidential and, except to TUPSS, not to disclose it or any part of it to any third person without UPS's prior written consent.
- b. You agree that, except as required by law, you will make no public statement or advertisement that mentions UPS except in compliance with the provisions of your The UPS Store Franchise Agreement or with the prior written approval of UPS.

16. Indemnification.

a. UPS Indemnification of You.

UPS agrees to indemnify, defend, and hold harmless you, your parent or subsidiary companies, and the officers, directors, agents and employees of each of them, and your and their successors and assigns ("Indemnified Party" or, as applicable, "Indemnified Parties") from (and by directly paying, not merely reimbursing the Indemnified Parties) all claims, demands, expenses (including reasonable attorneys' and consultants' fees), liabilities, causes of action, enforcement procedures, and suits of any kind or nature, whether such claim is brought by a government agency or any other person or entity (hereinafter "Claims"), which any of the Indemnified Parties may hereinafter incur as a result of:

- i. any package received by you under the "UPS Drop Off Program", or other similar program that may be put in place during the Term of this Agreement which requires you to receive packages as a delivery location, except to the extent that such Claims allege or result from the Indemnified Party or Parties' (1) failure to comply with the inspection obligations relating to Hazardous Materials packages set forth in the "Packaging and Shipping Services" section of the "Center Operations Manual" in effect at the time of shipment (which obligations are incorporated by reference into

TUPSS's Franchise Agreement with you); (2) failure to comply with UPS requirements applicable to a package (including failure to comply with Section 3.8 (Hazardous Materials Service) of the UPS Tariff); or (3) negligence, recklessness, or intentional misconduct in connection with receiving and processing such package; and

- ii. injury or death of any person, damage, loss, or destruction of improvements to real property or any tangible personal property to the extent caused by or resulting from UPS's negligent acts or omissions, except to the extent caused by an Indemnified Party; provided, however, that this subsection shall not permit indemnification of any loss or damage to packages received and processed by you as the UPS shipper (*i.e.*, using your UPS shipper number), which shall be governed by the UPS Tariff/Terms and Conditions of Service in effect at the time of shipping.

b. Your Indemnification of UPS.

You agree to indemnify, defend, and hold harmless UPS, its parent, subsidiaries, and affiliated entities, and the officers, directors, agents, and employees of each of them, and its and their successors and assigns ("UPS Indemnified Party" or, as applicable, "UPS Indemnified Parties") from any and all claims, demands, expenses (including reasonable attorneys' and consultants' fees), liabilities, causes of action, enforcement procedures, and suits of any kind or nature, whether brought by a government agency or any other person or entity, ("Claims"), which any of the UPS Indemnified Parties may hereinafter incur arising from or relating to:

- i. any package received by you under the "UPS Drop Off Program", or other similar program that may be put in place during the Term of this Agreement which requires you to receive packages as a delivery location but only where such Claims allege or result from the Indemnified Party or Parties' (1) failure to comply with the inspection obligations relating to Hazardous Materials packages set forth in the "Packaging and Shipping Services" section of the "Center Operations Manual" in effect at the time of shipment; (2) failure to comply with UPS requirements applicable to a package (including failure to comply with Section 3.8 (Hazardous Materials Service) of the UPS Tariff); or (3) negligence, recklessness, or intentional misconduct in connection with receiving and processing such package;
- ii. your noncompliance with government laws or regulations or UPS requirements applicable to a package tendered by you to UPS using your shipper number, including without limitation, failure to comply with the UPS Tariff/Terms and Conditions of Service regarding prohibited or restricted items and Section 3.8 (Hazardous Materials), or your inspection obligations relating to Hazardous Materials packages set forth in the "Packaging and Shipping Services" section of the "Center Operations Manual" in effect at the time of shipment;
- iii. your negligence, recklessness, or intentional misconduct in connection with receiving and processing packages (including Drop Off packages);
- iv. injury to persons or property on or about your premises;
- v. any action by a patron against UPS for loss or damage to a package, irrespective of the cause of such loss or damage; or arising from your failure to transmit to a patron a UPS claim payment made to you relating to such patron's package; and

- vi. any prohibited sale, sharing, transfer or assignment of your UPS shipper number, as set forth in Section 18.

17. Audit. UPS may randomly audit you for compliance with this Agreement and you agree to cooperate with UPS during this audit.

18. No Transfer of UPS Shipper Number. You agree not to sell, assign, or otherwise transfer any benefit of your UPS shipper number without the prior written authorization of UPS. You further agree that you shall not share your UPS shipper number with any patron or allow any patron to use your UPS Shipper number for shipments from any geographical location other than your own The UPS Store Center without UPS's prior written authorization. You represent and warrant that you will tender packages under your UPS shipper number only at your Participating Franchisee geographical location as approved by UPS. If, without the prior written authorization of UPS, you sell, assign, share, or otherwise transfer your UPS shipper number to another party, or tender packages under your UPS shipper number at a geographical location other than your Participating Franchisee location, you agree to pay on UPS's request a per package penalty ("Unauthorized Package Fee") for any package tendered in violation of this provision, and to indemnify the UPS Indemnified Parties, as set forth in Section 16. The Unauthorized Package Fee shall be in the amount of the UPS Retail Rate without incentive(s) and including all applicable accessorial and surcharges for each package tendered in violation of this provision.

19. Relationship of the Parties. It is the express intention of UPS and Participating Franchisee that Participating Franchisee is not an employee, agent, joint venturer, or partner of UPS and nothing in this Agreement shall be interpreted or construed to create or establish such relationship. UPS and Participating Franchisee acknowledge that neither UPS nor TUPSS is responsible for (i) the payment of any obligations incurred by Participating Franchisee pursuant to this Agreement and (ii) the acts and/or omissions of Participating Franchisee. UPS and Participating Franchisee further acknowledge and agree that Participating Franchisee, in its sole discretion and not under the direction or control of UPS, provides its services to the general public, and that Participating Franchisee shall determine the means, methods, or manner of performing its services.

20. Entire Agreement. This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof, and supersedes all prior agreements, proposals, oral or written, and all other communications between the parties with respect to such subject matter. Nothing in this Agreement or any related agreement is intended to disclaim the representations TUPSS, the franchisor, has made in its franchise disclosure document.

21. Assignment; Successors and Assigns. Participating Franchisee may not assign or permit an assignment (by operation of law or otherwise) of its rights or obligations under or interest in this Agreement without the prior written consent of UPS. This Agreement will be binding upon and will inure to the benefit of the respective parties hereto and their respective heirs, legal representatives, successors and permitted assigns.

Exhibit K to Franchise Agreement

If the foregoing correctly sets forth the understanding between Participating Franchisee and UPS, please indicate your agreement by signing a copy of this Agreement and returning it to the address below.

PARTICIPATING FRANCHISEE:

UNITED PARCEL SERVICE, INC.,
an Ohio corporation

Center No.: _____

Address: _____

By: _____

City, State, ZIP: _____

Title: _____

Signature: _____

*Date: _____

*Effective Date of this Agreement

Title: _____

Date: _____

UPS Shipper Number: _____

FAX Number: _____

E-MAIL Address: _____

Center's Hours Of Operation

UPS Pickup Times

M-F Open: _____ Close: _____

Ground: _____ Air: _____

Sat. Open: _____ Close: _____

Ground: _____ Air: _____

Sun. Open: _____ Close: _____

Please return this Agreement via traceable service to:

Attn: Steve Therien
6060 Cornerstone Court West
San Diego, CA 92121

EX K-7

ADDENDUM ONE**1. Incentives. If your The UPS Store Center is located in the 48 contiguous U.S. States:**

UPS agrees to grant you all available incentives from the 48 states published UPS Retail Rate and Service Guide effective at the time of shipping with respect to Prepaid Outbound, Freight Collect, and UPS Return Services. Listed below are the primary types of UPS shipping that will be sold out of your Center (classified by type of product, weight, destination, etc.). There are other, less frequently used, types of UPS shipping which will be available to you as a The UPS Store franchisee and which are part of this Agreement. Please notify UPS if you have any questions or wish to review information about these less frequently used types of UPS shipping. The incentive percentages are not shown below, but they will be included in a separate confidential disclosure and in the execution copy of this Agreement.

UPS Early A.M. Letter Prepaid Outbound, FC, Commercial -Incentives off Effective Rates

| | Zones | | | | | | | | |
|---------------|-------|-----|-----|-----|-----|-----|-----|-----|-----|
| | 102 | 103 | 104 | 105 | 106 | 107 | 108 | 124 | 126 |
| Letter | % | % | % | % | % | % | % | % | % |

UPS Early A.M. Letter Prepaid Outbound, FC, Residential -Incentives off Effective Rates

| | Zones | | | | | | | | |
|---------------|-------|-----|-----|-----|-----|-----|-----|-----|-----|
| | 102 | 103 | 104 | 105 | 106 | 107 | 108 | 124 | 126 |
| Letter | % | % | % | % | % | % | % | % | % |

UPS Next Day Air Early A.M. Package Prepaid Outbound, FC, Commercial -Incentives off Effective Rates

| Weight (lbs) | Zones | | | | | | | | |
|-------------------------|-------|-----|-----|-----|-----|-----|-----|-----|-----|
| | 102 | 103 | 104 | 105 | 106 | 107 | 108 | 124 | 126 |
| 1 -5 | % | % | % | % | % | % | % | % | % |
| 6 -10 | % | % | % | % | % | % | % | % | % |
| 11 -29 | % | % | % | % | % | % | % | % | % |
| 30 -30 | % | % | % | % | % | % | % | % | % |
| 31 -69 | % | % | % | % | % | % | % | % | % |
| 70 -70 | % | % | % | % | % | % | % | % | % |
| 71 -129 | % | % | % | % | % | % | % | % | % |
| 130 -150 | % | % | % | % | % | % | % | % | % |
| 151 and up | % | % | % | % | % | % | % | % | % |

UPS Next Day Air Early A.M. Package Prepaid Outbound, FC, Residential -Incentives off Effective Rates

| Weight (lbs) | Zones | | | | | | | | |
|-------------------------|-------|-----|-----|-----|-----|-----|-----|-----|-----|
| | 102 | 103 | 104 | 105 | 106 | 107 | 108 | 124 | 126 |
| 1 -5 | % | % | % | % | % | % | % | % | % |
| 6 -10 | % | % | % | % | % | % | % | % | % |
| 11 -29 | % | % | % | % | % | % | % | % | % |
| 30 -30 | % | % | % | % | % | % | % | % | % |
| 31 -69 | % | % | % | % | % | % | % | % | % |
| 70 -70 | % | % | % | % | % | % | % | % | % |
| 71 -150 | % | % | % | % | % | % | % | % | % |
| 151 and up | % | % | % | % | % | % | % | % | % |

Exhibit K to Franchise Agreement

UPS Next Day Air Letter Prepaid, FC, Return Service, Commercial -Incentives off Effective Rates

| | Zones | | | | | | | | | |
|---------------|-------|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| | 102 | 103 | 104 | 105 | 106 | 107 | 108 | 124 | 125 | 126 |
| Letter | % | % | % | % | % | % | % | % | % | % |

UPS Next Day Air Letter Prepaid Outbound, FC, Return Service, Residential -Incentives off Effective Rates

| | Zones | | | | | | | | | |
|---------------|-------|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| | 102 | 103 | 104 | 105 | 106 | 107 | 108 | 124 | 125 | 126 |
| Letter | % | % | % | % | % | % | % | % | % | % |

UPS Next Day Air Package Prepaid Outbound, FC, Return Service, Commercial -Incentives off Effective Rates

| Weight (lbs) | Zones | | | | | | | | | |
|-----------------|-------|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| | 102 | 103 | 104 | 105 | 106 | 107 | 108 | 124 | 125 | 126 |
| 1 -5 | % | % | % | % | % | % | % | % | % | % |
| 6 -10 | % | % | % | % | % | % | % | % | % | % |
| 11 -29 | % | % | % | % | % | % | % | % | % | % |
| 30 -30 | % | % | % | % | % | % | % | % | % | % |
| 31 -69 | % | % | % | % | % | % | % | % | % | % |

| Weight (lbs) | Zones | | | | | | | | | |
|-----------------|-------|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| | 102 | 103 | 104 | 105 | 106 | 107 | 108 | 124 | 125 | 126 |
| 70 -70 | % | % | % | % | % | % | % | % | % | % |
| 71 -129 | % | % | % | % | % | % | % | % | % | % |
| 130 -150 | % | % | % | % | % | % | % | % | % | % |
| 151 and up | % | % | % | % | % | % | % | % | % | % |

UPS Next Day Air Package Prepaid Outbound, FC, Return Service, Residential -Incentives off Effective Rates

| Weight (lbs) | Zones | | | | | | | | | |
|-----------------|-------|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| | 102 | 103 | 104 | 105 | 106 | 107 | 108 | 124 | 125 | 126 |
| 1 -5 | % | % | % | % | % | % | % | % | % | % |
| 6 -29 | % | % | % | % | % | % | % | % | % | % |
| 30 -30 | % | % | % | % | % | % | % | % | % | % |
| 31 -69 | % | % | % | % | % | % | % | % | % | % |
| 70 -70 | % | % | % | % | % | % | % | % | % | % |
| 71 -150 | % | % | % | % | % | % | % | % | % | % |
| 151 and up | % | % | % | % | % | % | % | % | % | % |

UPS Next Day Air Saver Letter Prepaid Outbound, FC, Commercial* -Incentives off Effective Rates

| | Zones |
|---------------|-------|
| | ALL |
| Letter | % |

* Shipper agrees to comply with the restrictions required under the Private Express Statute in its UPS Next Day Air Saver, UPS 2nd Day Air A.M., and UPS 2nd Day Air letters.

Exhibit K to Franchise Agreement

UPS Next Day Air Saver Letter Prepaid Outbound, FC, Residential* -Incentives off Effective Rates

| | Zones |
|--------|-------|
| | ALL |
| Letter | % |

* Shipper agrees to comply with the restrictions required under the Private Express Statute in its UPS Next Day Air Saver, UPS 2nd Day Air A.M., and UPS 2nd Day Air letters.

UPS Next Day Air Saver Package Prepaid Outbound, FC, Commercial -Incentives off Effective Rates

| Weight (lbs) | Zones | | | | | | |
|-----------------|-------|-----|-----|-----|-----|-----|-----|
| | 132 | 133 | 134 | 135 | 136 | 137 | 138 |
| 1 -5 | % | % | % | % | % | % | % |
| 6 -10 | % | % | % | % | % | % | % |
| 11 -29 | % | % | % | % | % | % | % |
| 30 -30 | % | % | % | % | % | % | % |
| 31 -69 | % | % | % | % | % | % | % |
| 70 -70 | % | % | % | % | % | % | % |
| 71 -150 | % | % | % | % | % | % | % |
| 151 and up | % | % | % | % | % | % | % |

UPS Next Day Air Saver Package Prepaid Outbound, FC, Residential -Incentives off Effective Rates

| Weight (lbs) | Zones | | | | | | |
|-----------------|-------|-----|-----|-----|-----|-----|-----|
| | 132 | 133 | 134 | 135 | 136 | 137 | 138 |
| 1 -10 | % | % | % | % | % | % | % |
| 11 -29 | % | % | % | % | % | % | % |
| 30 -30 | % | % | % | % | % | % | % |
| 31 -150 | % | % | % | % | % | % | % |
| 151 and up | % | % | % | % | % | % | % |

UPS 2nd Day Air A.M. Letter Prepaid Outbound, FC, Commercial* -Incentives off Effective Rates

| | Zones |
|--------|-------|
| | ALL |
| Letter | % |

* Shipper agrees to comply with the restrictions required under the Private Express Statute in its UPS Next Day Air Saver, UPS 2nd Day Air A.M., and UPS 2nd Day Air letters.

UPS 2nd Day Air A.M. Package Prepaid Outbound, FC, Commercial -Incentives off Effective Rates

| Weight (lbs) | Zones | | | | | | |
|-----------------|-------|-----|-----|-----|-----|-----|-----|
| | 242 | 243 | 244 | 245 | 246 | 247 | 248 |
| 1 -5 | % | % | % | % | % | % | % |

| Weight (lbs) | Zones | | | | | | |
|-----------------|-------|-----|-----|-----|-----|-----|-----|
| | 242 | 243 | 244 | 245 | 246 | 247 | 248 |
| 6 -10 | % | % | % | % | % | % | % |
| 11 -29 | % | % | % | % | % | % | % |
| 30 -69 | % | % | % | % | % | % | % |
| 70 -70 | % | % | % | % | % | % | % |
| 71 -129 | % | % | % | % | % | % | % |
| 130 -150 | % | % | % | % | % | % | % |
| 151 and up | % | % | % | % | % | % | % |

UPS 2nd Day Air Letter Prepaid Outbound, FC, Return Service, Commercial* -Incentives off Effective Rates

| | Zones | | | | | | | | | |
|--------|-------|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| | 202 | 203 | 204 | 205 | 206 | 207 | 208 | 224 | 225 | 226 |
| Letter | % | % | % | % | % | % | % | % | % | % |

* Shipper agrees to comply with the restrictions required under the Private Express Statute in its UPS Next Day Air Saver, UPS 2nd Day Air A.M., and UPS 2nd Day Air letters.

UPS 2nd Day Air Letter Prepaid Outbound, FC, Return Service, Residential* -Incentives off Effective Rates

| | Zones | | | | | | | | | |
|--------|-------|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| | 202 | 203 | 204 | 205 | 206 | 207 | 208 | 224 | 225 | 226 |
| Letter | % | % | % | % | % | % | % | % | % | % |

* Shipper agrees to comply with the restrictions required under the Private Express Statute in its UPS Next Day Air Saver, UPS 2nd Day Air A.M., and UPS 2nd Day Air letters.

UPS 2nd Day Air Package Prepaid Outbound, FC Return Service, Commercial -Incentives off Effective Rates

| Weight (lbs) | Zones | | | | | | | | | |
|-----------------|-------|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| | 202 | 203 | 204 | 205 | 206 | 207 | 208 | 224 | 225 | 226 |
| 1 -5 | % | % | % | % | % | % | % | % | % | % |
| 6 -30 | % | % | % | % | % | % | % | % | % | % |
| 31 -129 | % | % | % | % | % | % | % | % | % | % |
| 130 -150 | % | % | % | % | % | % | % | % | % | % |
| 151 and up | % | % | % | % | % | % | % | % | % | % |

UPS 2nd Day Air Package Prepaid Outbound, FC, Return Service, Residential -Incentives off Effective Rates

| Weight (lbs) | Zones | | | | | | | | | |
|-----------------|-------|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| | 202 | 203 | 204 | 205 | 206 | 207 | 208 | 224 | 225 | 226 |
| 1 -5 | % | % | % | % | % | % | % | % | % | % |
| 6 -10 | % | % | % | % | % | % | % | % | % | % |
| 11 -30 | % | % | % | % | % | % | % | % | % | % |
| 31 -70 | % | % | % | % | % | % | % | % | % | % |
| 71 -150 | % | % | % | % | % | % | % | % | % | % |
| 151 and up | % | % | % | % | % | % | % | % | % | % |

UPS 3 Day Select Package Prepaid Outbound, FC, Return Service, Commercial -Incentives off Effective Rates

| Weight (lbs) | Zones | | | | | | |
|-----------------|-------|-----|-----|-----|-----|-----|-----|
| | 302 | 303 | 304 | 305 | 306 | 307 | 308 |
| 1 -5 | % | % | % | % | % | % | % |
| 6 -10 | % | % | % | % | % | % | % |
| 11 -29 | % | % | % | % | % | % | % |
| 30 -30 | % | % | % | % | % | % | % |
| 31 -69 | % | % | % | % | % | % | % |
| 70 -70 | % | % | % | % | % | % | % |
| 71 -129 | % | % | % | % | % | % | % |
| 130 -150 | % | % | % | % | % | % | % |
| 151 and up | % | % | % | % | % | % | % |

UPS 3 Day Select Package Prepaid Outbound, FC, Return Service, Residential -Incentives off Effective Rates

| Weight (lbs) | Zones | | | | | | |
|-----------------|-------|-----|-----|-----|-----|-----|-----|
| | 302 | 303 | 304 | 305 | 306 | 307 | 308 |
| 1 -5 | % | % | % | % | % | % | % |
| 6 -10 | % | % | % | % | % | % | % |
| 11 -29 | % | % | % | % | % | % | % |
| 30 -30 | % | % | % | % | % | % | % |
| 31 -70 | % | % | % | % | % | % | % |

| Weight (lbs) | Zones | | | | | | |
|-----------------|-------|-----|-----|-----|-----|-----|-----|
| | 302 | 303 | 304 | 305 | 306 | 307 | 308 |
| 71 -129 | % | % | % | % | % | % | % |
| 130 -150 | % | % | % | % | % | % | % |
| 151 and up | % | % | % | % | % | % | % |

UPS Ground Prepaid Outbound, FC, Return Service, Commercial -Incentives off Effective Rates

| Weight (lbs) | Zones | | | | | | | | | |
|-----------------|-------|---|---|---|---|---|---|----|----|----|
| | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 44 | 45 | 46 |
| 1 -5 | % | % | % | % | % | % | % | % | % | % |
| 6 -29 | % | % | % | % | % | % | % | % | % | % |
| 30 -30 | % | % | % | % | % | % | % | % | % | % |
| 31 -69 | % | % | % | % | % | % | % | % | % | % |
| 70 -70 | % | % | % | % | % | % | % | % | % | % |
| 71 -150 | % | % | % | % | % | % | % | % | % | % |

UPS Ground Prepaid Outbound, FC, Return Service, Residential -Incentives off Effective Rates

| Weight (lbs) | Zones | | | | | | | | | |
|-----------------|-------|---|---|---|---|---|---|----|----|----|
| | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 44 | 45 | 46 |
| 1 -5 | % | % | % | % | % | % | % | % | % | % |
| 6 -10 | % | % | % | % | % | % | % | % | % | % |
| 11 -29 | % | % | % | % | % | % | % | % | % | % |
| 30 -30 | % | % | % | % | % | % | % | % | % | % |
| 31 -69 | % | % | % | % | % | % | % | % | % | % |
| 70 -70 | % | % | % | % | % | % | % | % | % | % |
| 71 -129 | % | % | % | % | % | % | % | % | % | % |
| 130 -150 | % | % | % | % | % | % | % | % | % | % |

**Return Service-
One Attempt-Incentives Off Effective Rates**

| Weight (lbs) | Zones |
|--------------|-------|
| | ALL |
| 1-150 | % |

**Return Service -
Three Attempts – Incentives Off Effective Rates**

| Weight (lbs) | Zones |
|--------------|-------|
| | ALL |
| 1-150 | % |

Early A.M. Surcharge __ % Incentives

Express Plus Surcharge __ % Incentives

Export Transborder Standard Package Single Piece -Incentives off Effective RatesFor shipments listed in the current UPS Retail Rate and Service Guide, an incentive of __ % will be applied. **Export**

Transborder Standard Package Multi-piece -Incentives off Effective Rates For shipments listed in the current UPS Retail Rate and Service Guide, an incentive of ___ % will be applied.

Export Worldwide Express Letter -Incentives off Effective Rates

For shipments listed in the current UPS Retail Rate and Service Guide, an incentive of ___% will be applied.

Export Worldwide Express Document -Incentives off Effective Rates

For shipments listed in the current UPS Retail Rate and Service Guide, an incentive of ___ % will be applied.

Export Worldwide Express Package -Incentives off Effective Rates

For shipments listed in the current UPS Retail Rate and Service Guide, an incentive of ___ % will be applied

Export Worldwide Expedited Document -Incentives off Effective Rates

For shipments listed in the current UPS Retail Rate and Service Guide, an incentive of ___% will be applied.

Export Worldwide Expedited Package -Incentives off Effective Rates

For shipments listed in the current UPS Retail Rate and Service Guide, an incentive of ___% will be applied.

BLANK SPACE LEFT INTENTIONALLY

2. UPS Drop-off Program

- A. You agree to accept UPS Authorized Return Service (ARS), Air Shipping Document (ASD), UPS Internet Shipping (UIS), and all other letters and packages tendered to you for shipment via UPS under UPS shipper numbers other than your own, subject to any and all UPS drop-off requirements that may be implemented by UPS in the future (the “UPS Drop-off Program”).
- B. Effective at the time of this Agreement, the UPS Drop-off Program applies solely to a previously manifested package tendered by a UPS customer and taken to a location of The UPS Store, which is the first introduction of the package into the UPS network. UPS reserves the right to modify without notice the UPS Drop-off Program requirements.
- C. UPS agrees to provide you the following fee (payable on a monthly basis) for each eligible Drop-off Letter and Package you accept, on the condition that you must process all Drop-off Letters and Packages on your iShip CMS or other UPS approved similar systems in order to receive payment of such fees:

| Product | Actual Weight | \$ Amount |
|--|---------------|-----------|
| Manifesting Method | | |
| ASD / SPU / BIN (Ground & Air) | <20 lbs | \$1.10 |
| | 21-50 | \$1.50 |
| | 51-70 | \$2.00 |
| | 71-150 | \$3.00 |
| All Return Services (no weight breaks) | Ground | \$1.10 |
| | Air | \$1.10 |
| UIS (Ground & Air) | <20 lbs | \$1.10 |
| | 21-50 | \$1.50 |
| | 51-70 | \$2.00 |
| | 71-150 | \$3.00 |

- D. You understand and agree that you are prohibited from charging any fee whatsoever in connection with Drop-off Letters and Packages at your Center (including, for example, any inspection fee or repackaging fee), except only (1) as provided in subsection “E” below where UPS has provided written authorization; or (2) for charges for performing packaging services purchased by the patron.
- E. You understand and agree that UPS, in its sole and absolute discretion, reserves the right to authorize certain The UPS Store Centers located in Special Venue locations to charge drop-off fees in the amounts specified by TUPSS, where special market conditions make such fees necessary. Such fees may not be charged without advance written authorization from UPS. Where such written authorization is provided, you will not receive drop-off fees from UPS under the UPS Drop-off Program. See Item 16 of TUPSS’s Franchise Disclosure Document.

3. Other UPS Programs and Services

- A. You acknowledge and agree that UPS may in its sole and absolute discretion introduce other programs and services which may involve the participation of The UPS Store Centers. You agree to participate in such programs or services and to comply with any obligations required by UPS or TUPSS of you or your The UPS Store Center in such programs or services. You further agree that any program or service that UPS may offer that involves or requires you to accept, receive, or store packages or letters that may be picked up or delivered to or from your The UPS Store Center is within your reasonable expectations.

ADDENDUM TWO

TRANSPORTATION OF INTERNATIONAL SPECIAL COMMODITIES PERSONAL EFFECTS

In addition to its other services provided to Participating Franchisee UPS will provide international transportation services for International Special Commodities - Personal Effects as more specifically described below pursuant to the following terms. Service for any other International Special Commodity, as set forth on www.ups.com (http://www.ups.com/content/us/en/resources/ship/imp_exp/reference/verify_export.html) is limited and subject to additional restrictions, and must be prearranged with UPS as set forth on www.ups.com.

1. **Service.** UPS shall transport and deliver Personal Effects according to its UPS Rate and Service Guides and Tariff/Terms and Conditions of Service in effect at the time of shipping, as applicable and valid at the date when the shipment has been tendered to UPS for transportation.
2. **Definition.** Personal Effects are used items intended for the consignee's personal use rather than for purposes of distribution, business maintenance, or wholesale/retail sale. Personal Effects are typically those items that an individual has owned prior to a foreign trip or items that accompany a person on a foreign trip. Items purchased while abroad are not considered personal effects unless they are owned for a minimum of six (6) months or longer.
3. **Participating Franchisee Obligations.** You must ensure that Personal Effects are properly packaged and adequately and securely packed, wrapped and cushioned for transportation.
4. **Geographic Coverage.** UPS currently offers to provide service for Personal Effects only from the U.S. to certain destination countries as set forth on the Import/Export section on www.ups.com, at the time of shipping. You shall not tender packages to UPS containing Personal Effects for delivery to countries except as permitted on www.ups.com. UPS is not liable for Personal Effects packages that are destined to or from any other countries
5. **Regulatory Compliance.** Participating Franchisee represents and warrants that all Personal Effects tendered to UPS for shipment will be properly classified, packaged, marked, labeled and documented in accordance with all applicable government laws and regulations for origin, transit, and destination countries. UPS is entitled at any time to demand from Participating Franchisee proof that Participating Franchisee has complied with all applicable laws and regulations. Participating Franchisee shall indemnify and hold UPS harmless for any liability, penalty, or cost arising out of failure of a shipment or accompanying documentation fully to comply with applicable laws and regulations, or the need to comply with requirements of authorities during transportation.
6. **Disposals or Returns.** Where UPS is unable to deliver a package to the consignee for any reason beyond its control, UPS shall retain the right at its sole discretion to dispose of the package at shipper's cost. If UPS decides to return the package to Participating Franchisee, such package shall be returned to its point of origin at Participating Franchisee's cost. Participating Franchisee shall promptly provide all reasonable cooperation that may be required by UPS to affect such return or delivery, including completing any necessary forms and accepting return. Without prejudice to any other rights of UPS, Participating Franchisee shall indemnify UPS for any cost, liability, penalty, or expenses it may incur in relation to such returns that are not the result of UPS negligence.

7. Customs Clearance. In its sole discretion, UPS may carry out customs clearance either itself or through a subcontractor, as a service on behalf of Participating Franchisee. If UPS or its subcontractor carries out customs clearance, Participating Franchisee remains liable for complying with all applicable customs laws and regulations. Participating Franchisee shall on demand be responsible for reimbursing to UPS, and indemnifying UPS for, any payments whatsoever made, or obligations undertaken, in connection with customs clearance of Personal Effects and for any payments or requirements in respect of excise or customs duties arising from importation, transportation and delivery of Personal Effects. Notwithstanding the foregoing, UPS shall be under no obligation to carry out customs clearance for shipments whose points of dispatch and destination are in the same customs area, unless explicitly instructed to do so by the Participating Franchisee. UPS does not guarantee duty exempt status of these shipments.
8. Indemnification. Participating Franchisee shall indemnify and reimburse UPS for any costs, expenses or liabilities (including reasonable attorney or consultant fees), incurred as a result of any breach of Participating Franchisee's obligations under this Addendum, and any breach of any applicable government laws and regulations, or any improperly prepared or undeclared Personal Effects which Participating Franchisee tenders to UPS. Participating Franchisee shall indemnify and reimburse UPS for any costs incurred by UPS related to the transport of Personal Effects by virtue of their status as Personal Effects, including but not limited to, any damage, personal injury or death which may result from the Personal Effects in question.
9. Limitation. **Participating Franchisee confirms that UPS shall have no additional administrative, financial or other legal obligations arising from the nature of the Personal Effects UPS carries.**
10. Amendment/Termination. Notwithstanding anything to the contrary in the Agreement, UPS may terminate or amend service for Special Commodities – Personal Effects in part or in whole at any time on thirty (30) days' written notice without incurring any liability therefore. Notwithstanding the foregoing, if applicable laws or regulations related to the transport of Personal Effects change in a manner that makes the handling, transport or delivery of Personal Effects materially more burdensome, and such burden cannot be alleviated by modifying the operations in agreement with Participating Franchisee, UPS may, at its sole discretion and notwithstanding anything else in this Agreement, either adjust the price proportionately or terminate this service for Personal Effects, or part thereof immediately. Any price adjustment resulting from a new law or regulation shall become effective upon thirty (30) days' notice to Participating Franchisee or upon the effective date of the new law or regulation, whichever occurs first.

ADDENDUM THREE

ENHANCED GUARANTEED SERVICE REFUND (“EGSR”)

1. Construction. Capitalized terms used in this Addendum and not otherwise defined herein shall have the respective meanings ascribed to them in the Agreement. Notwithstanding anything to the contrary contained in the Agreement, the UPS Rate and Service Guides and Tariff/Terms and Conditions of Service in effect at the time of shipping (collectively, the “UPS Documentation”), you agree that in the event of any conflict between the terms and conditions of the UPS Documentation and the terms and conditions of this Addendum, the terms and conditions of this Addendum shall control and prevail. The UPS Documentation is modified only to the extent specifically set forth in this Addendum.

2. Enhanced GSR Requests. Any enhanced guaranteed service refund (“EGSR”) request related to a package tendered by you to UPS for shipment must be based upon an actual refund request from a patron to you, but must be submitted to, and subsequently processed with, UPS in its entirety by you and not by your patrons. Any EGSR request you submit shall be subject to the UPS Documentation (as modified by this Addendum). UPS will reimburse qualified EGSR requests in an amount up to the UPS Retail Rate for shipping charges and up to the UPS Retail Accessorials Rate (not the Net Billed Rate) for refundable accessorial service options for the package to which the EGSR relates.

Refundable accessorial service options under this EGSR program, subject to change by UPS in its sole discretion, consist solely of (i) Delivery Area Surcharge – Commercial, (ii) Delivery Area Surcharge – Residential, (iii) Saturday Delivery Surcharge, (iv) Extended Area Surcharge, and (v) Worldwide Express Plus Surcharge. UPS is not responsible for refund of amount you charge above the UPS retail rates described herein. All EGSR payments made by UPS related to any EGSR request you submit will be paid by check (a “Refund Check”).

Any Refund Check issuing on any EGSR request you submit will be made out to the patron on whose behalf you tendered the shipment giving rise to the EGSR request (the “Refunded Customer”). All Refund Checks will be sent to the applicable Refunded Customer at the Refunded Customer’s address; provided, however, that you may instruct UPS to send a Refund Check to you if, and only if, you have a USPS Form 1583 on file for the applicable Refunded Customer. Any instruction to send a Refund Check to a Refunded Customer must be accompanied by the correct mailing address for the Refunded Customer and UPS reserves the right, in its sole discretion, to send the Refund Check to you or to the Refunded Customer.

Notwithstanding anything to the contrary in this Addendum or elsewhere in the Agreement, you agree that you are solely responsible for ensuring that any Refund Check sent to you is delivered to the applicable Refunded Customer. UPS will use the data you submit in conjunction with an EGSR request (including, but not limited to, a Refunded Customer’s mailing address) solely to facilitate the processing of that request.

3. Indemnity. You agree that the UPS Documentation sets forth your sole remedy, and UPS's sole liability, related to any package tendered by you to UPS for shipment by UPS that is not delivered on time. You also agree that your indemnification obligations as set forth in the Agreement shall additionally include, in regards to any package tendered by you to UPS for shipment by UPS, an obligation to defend, indemnify and hold harmless UPS from and against claims made by third parties (including patrons) related to (a) the issuance or payment of, or UPS's refusal to issue or pay, any EGSR for any such package, or (b) the untimely delivery of any such package.

CENTER OPTION AGREEMENT

This Center Option Agreement ("Agreement"), by and between THE UPS STORE, INC., a Delaware Corporation ("TUPSS"), and (full legal name) _____ ("Option Holder"), is entered into on the date counter-signed by TUPSS (see signature page; the "Effective Date") with reference to the following facts:

- A. TUPSS's principal business is the sale of, and support for, franchises to operate "THE UPS STORE®" centers ("Centers") offering delivery, postal, packaging, communications and other business services.
- B. TUPSS desires to expand its network of Centers by offering to qualified candidates certain exclusive rights to secure sites for Centers within designated territories.
- C. Option Holder desires to purchase from TUPSS an option in accordance with the terms and upon the conditions contained in this Agreement.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

I. GRANT OF OPTION

1.1 Grant of Option

- (a) In consideration of the **NON-REFUNDABLE** option fee in the amount of \$_____ ("Option Fee"), TUPSS hereby grants to Option Holder, and Option Holder hereby accepts, an option ("Option") to become eligible to acquire a site or sites for a Center or Centers (as applicable) to be located solely within the geographic territory ("Option Territory") set forth in Exhibit "B."
- (b) Option Holder acknowledges that the Option Territory will either be:
 - (i) Larger than Option Holder's potential Center franchise territory or territories;
 - or
 - (ii) Identical to Option Holder's potential Center franchise territory or territories when the site or sites for such potential Centers have been identified after that this Agreement has been executed.

1.2 Consideration

- (a) Option Holder acknowledges that (i) the Option Fee paid to TUPSS is solely in exchange for the Option granted in Section 1.1 above, and (ii) TUPSS has fully earned the Option Fee upon execution of this Agreement.
- (b) Option Holder acknowledges that the Option Fee will **NOT** be applied as a credit against any franchise fee nor any other fee owed to TUPSS.

II. EXERCISE OF OPTION

2.1 No Requirement to Exercise Option

Option Holder's Option rights are not obligations. This Agreement in no way requires Option Holder to exercise its Option.

2.2 How the Option is Exercised

If Option Holder desires to exercise its Option rights, Option Holder must do so by the deadline(s) stated in the Option Schedule (Exhibit "A") solely by doing each of the following tasks to TUPSS's satisfaction:

- (a) Submit to TUPSS such information regarding the proposed site or sites as TUPSS may require, and such submitted site or sites must satisfy TUPSS's site criteria; and
- (b) With the assistance of TUPSS (or its Area Franchisee), deliver to TUPSS one or more executed leases or real estate purchase contracts, for a site or sites located within the Option Territory; and
- (c) Sign with TUPSS a then-current Franchise Agreement(s), and all related agreements and documents, including but not limited to TUPSS's form Lease Addendum.
- (d) Pay to TUPSS the applicable Initial Franchise Fee, Training Fee, Design Fee, Center Development Fee and Initial Marketing Plan Fee. (Amounts set forth in FDD).

2.3 Centers Developed Outside of Option Territory

If during the term of this Agreement Option Holder satisfies the exercise requirements set forth in Section 2.2 (a) – (d) above for one or more newly constructed Centers (i.e., a Center not previously developed or operated by TUPSS, a franchisee, or any other party) that are located outside of the Option Territory, then TUPSS shall still count such Center(s) toward satisfaction of the Option Schedule.

III. EXPIRATION & DEFAULT / TERMINATION

3.1 Expiration of this Agreement and of Option.

Subject to earlier termination as provided in Section 3.2 below, this Agreement and Option Holder's Option will continue until the "Expiration Date" which is the earlier of (a) the date of the final Exercise deadline stated in the Option Schedule, or (b) the date when TUPSS has both granted site approval and counter-signed a Franchise Agreement (and all related agreements and documents) for the last site referenced in the Option Schedule.

3.2 Termination of this Agreement Without Opportunity to Cure Default

Option Holder will be in material default of this Agreement, without requiring TUPSS to provide Option Holder any opportunity to cure such default, and with such default resulting in the termination of this Agreement and of the Option effective immediately without further notice from TUPSS upon the occurrence of any of the following events:

- (a) Option Holder fails to timely Exercise its Option, with respect to ANY of the deadlines referenced in the Option Schedule; or
- (b) Any notice(s) sent by TUPSS to Option Holder, confirming: (i) Option Holder's material default of any Franchise Agreement executed between the parties; or (ii) failure by Option Holder to satisfy TUPSS's then-current "expandability" criteria (i.e., criteria for ownership of additional Centers); or
- (c) If this Agreement is assigned by Option Holder.

3.3 Effect of Expiration and/or Termination of this Agreement and of the Option

Upon the expiration and/or termination of this Agreement and of the Option, TUPSS may, within Option Holder's former Option Territory, operate or grant options or franchise rights to others to operate Centers, subject to any territorial rights granted by TUPSS in any Franchise Agreement(s) that it may have entered into with Option Holder.

IV. OTHER PROVISIONS

4.1 Information Provided by TUPSS to Option Holder

TUPSS will be obligated to promptly provide Option Holder with (i) types of information regarding the proposed site or sites that TUPSS may require at the time of site submittal, and (ii) TUPSS's site approval criteria.

4.2 Nature of Relationship Between TUPSS and Option Holder

- (a) Option Holder has no authority (express or implied) to act or purport to act as agent, employee, partner, joint-venturer or representative of TUPSS for any purpose.
- (b) **THIS AGREEMENT IS NOT A FRANCHISE AGREEMENT, NOR A PROMISE OR COMMITMENT BY TUPSS TO OFFER OPTION HOLDER ONE OR MORE FRANCHISES.** TUPSS is NOT obligated to enter into a Franchise Agreement or Agreements with the Option Holder if Option Holder defaults under this Agreement.

4.3 Assignment by Option Holder

The rights and duties created by this Agreement are personal to Option Holder. Therefore, Option Holder's rights under this Agreement may NOT be assigned to any third party.

4.4 Governing Law, Venue, Jurisdiction and Jury Waiver

This Agreement will be construed in accordance with the laws of the State of California. Exclusive venue and jurisdiction of any suit pertaining to this Agreement will lie within the courts of the State of California located in San Diego or within the courts of the United States of America located within the Southern District of California. In all cases, except where prohibited by applicable law, Option Holder waives any right to trial by jury.

4.5 Non-Binding Mediation

Before either TUPSS or Option Holder may initiate any lawsuit or other legal action against the other, they pledge to attempt first to resolve the controversy arising out of this Agreement (“Dispute”) under non-binding mediation conducted in accordance with the Commercial Mediation Rules of the American Arbitration Association within 15 days after either party first gives written notice (“Mediation Notice”) of such Disputes. The mediation shall take place at TUPSS’s corporate office headquarters. The fees and expenses of the mediator shall be equally shared by TUPSS and Option Holder. The mediator shall be disqualified as a witness, expert or counsel for any party with regard to the Dispute and any related manner.

4.6 Notices

- (a) Whenever this Agreement requires that one party notify the other, such notice must be in writing and sent via UPS Next Day Air. Such notice will be deemed delivered one day after it is sent via UPS Next Day Air. .
- (b) Notices sent to TUPSS must be sent to: Franchise Sales Department, 6060 Cornerstone Court West, San Diego, California 92121 (or such other location to which TUPSS’s corporate headquarters may be relocated). Notices sent to Option Holder must be sent to the following address:

4.7 Severability

If any provision of this Agreement (including all exhibits) is declared by an arbitrator or court of competent jurisdiction to be invalid or unenforceable, the invalid or unenforceable provision(s) will be deemed deleted, and the remainder of this Agreement will continue in full force and effect.

The parties intend that if any provision of this Agreement is susceptible to two or more interpretations, one of which would render the provision enforceable and the other(s) of which would render the provision unenforceable, then the provision shall be given the meaning that renders it enforceable.

4.8 Entire Agreement, Amendment

This Agreement (including all Exhibits) constitutes the entire understanding of the parties regarding the Option rights granted by TUPSS to Option Holder. This Agreement supersedes any and all prior or contemporaneous, written or oral, agreements, representations, or understandings that may exist or may have existed between the parties. Any modifications to this Agreement must be accomplished by a written agreement signed by both parties. Nothing in this Agreement or any related agreement is intended to disclaim the representations TUPSS has made in its franchise disclosure document.

IN WITNESS WHEREOF, the parties acknowledge, by their signatures below, that (a) they have carefully read this Agreement, (b) they understand its terms and conditions, and (c) they agree to comply with this Agreement and treat their respective obligations as legally binding.

OPTION HOLDER

Signature _____ Signature Date: _____

Printed Name (of person signing): _____

** Must complete if Option Holder is a corporation, limited liability company, partnership or similar legal entity:*

* Printed Name of Organization: _____

* Title of Person Signing: _____

| # | Name of all Individual Equity Owners (Shareholders, Members, Partners, etc.) | Ownership Percentage of Option Holder Entity (Must total 100%) |
|---|---|---|
| 1 | | _____ Percent (_____%) |
| 2 | | _____ Percent (_____%) |
| 3 | | _____ Percent (_____%) |
| 4 | | _____ Percent (_____%) |

THE UPS STORE, INC.

Signature of TUPSS Signing Officer: _____ Title: _____

Printed Name of TUPSS Signing Officer: _____

*TUPSS's Counter-Signature Date: _____

**Agreement's Effective Date*

EXHIBIT "A"
OPTION SCHEDULE

Option Holder must exercise (in the manner described in Section 2.2 of this Agreement) its Option by **EACH** of the dates referenced below under the column titled "*Exercise Deadline(s)*."

| Center(s) Held Under Option By Option Holder | Exercise Deadline(s) |
|--|--|
| First Center | _____ days from this Agreement's Effective Date. |
| (If applicable) Second Center | The earlier of _____, or _____ days from the grand opening date of the First Center. |
| (If applicable) Third Center | The earlier of _____, or _____ days from the grand opening date of the First Center. |

Any Additional Center and Corresponding Exercise Deadlines:

EXHIBIT "B"
DESCRIPTION OF OPTION TERRITORY

OPTION HOLDER ACKNOWLEDGES THAT IF THERE ARE ANY CENTERS LOCATED (WHETHER ALREADY OPERATING OR UNDER CONSTRUCTION) WITHIN THE OPTION TERRITORY DESCRIBED BELOW AS OF THE DATE OF THIS AGREEMENT, THEN THE PROTECTED TERRITORIES THAT SURROUND SUCH CENTERS WILL BE EXCLUDED FROM THE OPTION TERRITORY DESCRIBED BELOW, AND OPTION HOLDER MAY NOT EXERCISE ITS OPTION WITH RESPECT TO A CENTER TO BE LOCATED WITHIN SUCH PROTECTED TERRITORIES.

EXHIBIT 3

TO FRANCHISE DISCLOSURE DOCUMENT

**CENTER DIRECTORY
LIST OF FRANCHISEES**

(SEPARATE VOLUME, UNLESS E-DISCLOSED)

**INFORMATION CONTAINED IN THIS CENTER
DIRECTORY IS CURRENT AS OF APRIL 14, 2015**

THE UPS STORE, INC.
A Delaware Corporation
6060 Cornerstone Court West
San Diego, California 92121
(858) 455-8800
Website: www.theupsstore.com

| Center | Owner Last Name | Owner First Name | Area | Address | City | State | Zip | Phone | Fax |
|--------|------------------|------------------|-------|--|--------------|---------|------------|--------------|--------------|
| 3330 | TUCKER | H | AL264 | 1414 GOLDEN SPRINGS RD | Anniston | Alabama | 36207-6924 | 256-835-8884 | 256-835-8830 |
| 4222 | HAMMON | RICHARD | GA131 | 1550 OPELIKA RD STE 6 | Auburn | Alabama | 36830 | 334-466-0555 | 334-466-0588 |
| 5790 | COLE | WATSON | AL245 | 3985 PARKWOOD ROAD STE 109 | BESSEMER | Alabama | 35022-5671 | 205-230-0088 | 205-230-0090 |
| 255 | PYLANT | SCOTT | AL245 | 130 INVERNESS PLAZA | BIRMINGHAM | Alabama | 35242-4800 | 205-991-9999 | 205-991-3877 |
| 3213 | WONG | WILLIAM | AL245 | 217 COUNTRY CLUB PARK | BIRMINGHAM | Alabama | 35213 | 205-870-7797 | 205-870-7798 |
| 3596 | PATEL | JAYESH | AL245 | 9340 HELENA RD STE F | BIRMINGHAM | Alabama | 35244-1747 | 205-403-2881 | 205-419-5100 |
| 3677 | CASKEY | K | AL245 | 429 Green Springs Hwy STE 161 | BIRMINGHAM | Alabama | 35209-4938 | 205-945-8200 | 205-945-8255 |
| 4015 | ANDERSON | LAWRENCE | AL245 | 209 20TH ST N | BIRMINGHAM | Alabama | 35203 | 205-453-0453 | 205-208-0250 |
| 4088 | FLANNERY | JEFFREY | AL245 | 1116 20TH STREET SOUTH | Birmingham | Alabama | 35205 | 205-918-1600 | 205-918-0121 |
| 4648 | Sweeney | Brad | AL245 | 270 DOUG BAKER BLVD STE 700 | BIRMINGHAM | Alabama | 35242 | 205-408-9399 | 205-408-9983 |
| 6068 | CRIGLER JR | RICHARD | AL245 | 136 MARKETPLACE CIRCLE SUITE B | CALERA | Alabama | 35040 | 205-668-4822 | 205-668-4455 |
| 6487 | MORTON | CHARLES | AL245 | 703 Logan RD | CLANTON | Alabama | 35045 | 205-755-6400 | 205-755-6440 |
| 3136 | KENT | FRAN | AL245 | 1612 2ND AVE SW | Cullman | Alabama | 35055 | 256-737-9079 | 256-737-9690 |
| 2971 | NELSON | DAVID | FL240 | 2200 HWY 98 STE 4 | Daphne | Alabama | 36526-4364 | 251-626-9600 | 251-626-9615 |
| 3997 | Smith | Robert | FL240 | 6845 HWY 90 E STE 105 | Daphne | Alabama | 36526 | 251-626-3588 | 251-626-1145 |
| 5416 | SMITH | SCOTT | AL264 | 2932 ROSS CLARK CIRCLE | DOTHAN | Alabama | 36301 | 334-671-0881 | 334-671-1821 |
| 1918 | NELSON | DAVID | FL240 | 82 PLANTATION POINTE RD | Fairhope | Alabama | 36532-2962 | 251-928-6245 | 251-990-9545 |
| 6145 | STEPHENS | SUKHIE | AL264 | 139 COX CREEK PKWY S | Florence | Alabama | 35630 | 256-766-9843 | 256-766-9845 |
| 4841 | GRIGGS | CHRIS | FL240 | 2159 S MCKENZIE ST | Foley | Alabama | 36535 | 251-970-5877 | 251-970-5977 |
| 6183 | GOGGANS | JODY | AL245 | 1825 GLENN BLVD SW | Ft Payne | Alabama | 35968 | 256-845-4100 | 256-845-4113 |
| 6486 | Williams | Nolita | AL245 | 210 FIELDSTOWN RD STE 100 | GARDENDALE | Alabama | 35071 | 205-631-8878 | 205-631-2566 |
| 1708 | NELSON | DAVID | FL240 | 1545 GULF SHORES PKWY | Gulf Shores | Alabama | 36542-3435 | 251-968-4877 | 251-968-7705 |
| 3425 | HUDSON | CLARA | AL245 | 1919 OXMOOR RD | Homewood | Alabama | 35209-3502 | 205-868-4367 | 205-868-4369 |
| 924 | Bass | Stephanie | AL245 | 1678 MONTGOMERY HWY STE 104 | HOOVER | Alabama | 35216 | 205-823-8899 | 205-823-8887 |
| 2389 | MORTON | CHARLES | AL245 | 5184 CALDWELL MILL RD STE 204 | HOOVER | Alabama | 35244 | 205-980-8180 | 205-980-8182 |
| 6511 | Lyons | Belinda | AL245 | 2910 ALLISON BONNETT MEMORIAL DR STE 106 | HUEYTOWN | Alabama | 35023 | 205-744-5972 | 205-744-5974 |
| 2433 | KOFSKEY | JAMES | AL245 | 4800 WHITESBURG DR STE 30 | Huntsville | Alabama | 35802-1600 | 256-880-8770 | 256-880-7710 |
| 4355 | KOFSKEY | JAMES | AL245 | 6275 UNIVERSITY DR NW STE 37 | HUNTSVILLE | Alabama | 35806 | 256-971-1913 | 256-971-1930 |
| 3551 | GRAHAM | DONALD | AL245 | 900 HWY 78 E | JASPER | Alabama | 35501-3997 | 205-384-0507 | 205-384-0806 |
| 2988 | BRAMMER | TERESA | AL245 | 8000 MADISON BLVD STE D102 | MADISON | Alabama | 35758-2035 | 256-464-3700 | 256-464-3045 |
| 5217 | BRAMMER | TERESA | AL264 | 12060 COUNTY LINE RD STE J | MADISON | Alabama | 35756 | 256-232-3474 | 256-232-3406 |
| 2350 | Rasool | Ghulam | FL240 | 3688 AIRPORT BLVD STE B | Mobile | Alabama | 36608-1618 | 251-460-4096 | 251-460-5943 |
| 2422 | SAINT (Deceased) | BRAD | FL240 | 4354 OLD SHELL RD STE A | Mobile | Alabama | 36608-2011 | 251-460-0600 | 251-460-4640 |
| 2491 | MOFFETT | DOUGLAS | FL240 | 312 SCHILLINGER RD S STE T | Mobile | Alabama | 36608 | 251-633-6245 | 251-633-6230 |
| 2698 | SAINT (Deceased) | BRAD | FL240 | 1956-J UNIVERSITY BLVD S | Mobile | Alabama | 36609-2910 | 251-661-1000 | 251-661-1771 |
| 4690 | Kemp | Teresa | FL240 | 5319 HWY 90 W STE 102 | Mobile | Alabama | 36619 | 251-661-4000 | 251-661-5001 |
| 5632 | PATEL | NIRAJ | FL240 | 2029B AIRPORT BLVD | Mobile | Alabama | 36606-1731 | 251-473-1022 | 251-473-1062 |
| 3159 | WEIL | CLARE | AL245 | 7956 VAUGHN RD | MONTGOMERY | Alabama | 36116 | 334-260-7191 | 334-260-7195 |
| 3464 | WEIL | CLARE | AL245 | 4319 ATLANTA HWY | MONTGOMERY | Alabama | 36109 | 334-271-4465 | 334-271-4075 |
| 3465 | WEIL | CLARE | AL245 | 3066 ZELDA RD | MONTGOMERY | Alabama | 36106-2651 | 334-270-8456 | 334-270-0057 |
| 5229 | WEIL | CLARE | AL245 | 9154 EASTCHASE PKWY | MONTGOMERY | Alabama | 36117-9998 | 334-244-9877 | 334-395-9877 |
| 5746 | FLANNERY | JEFFREY | AL245 | BLDG 1090 355 S KELLY ST (MAXWELL AFB) | MONTGOMERY | Alabama | 36112 | 334-264-2320 | 334-264-2322 |
| 5864 | GRIGGS | CHRIS | FL240 | 25910-0 CANAL RD | Orange Beach | Alabama | 36561 | 251-981-4533 | 251-981-4534 |
| 1183 | Holmes | Charles | AL245 | 3590-B US HWY 31 S | PELHAM | Alabama | 35124-2034 | 205-664-2258 | 205-664-3525 |
| 6099 | WEIL | CLARE | AL245 | 2751 LEGENDS PKWY | PRATTVILLE | Alabama | 36066 | 334-290-3392 | 334-290-3393 |
| 5434 | ROBISON | KRISTIE | FL240 | 1204 SHELTON BEACH RD #3 | Saraland | Alabama | 36571-3036 | 251-679-3373 | 251-679-3488 |

| Center | Owner Last Name | Owner First Name | Area | Address | City | State | Zip | Phone | Fax |
|--------|-----------------|------------------|-------|--|----------------|---------|------------|--------------|--------------|
| 6076 | Wiggins | Thomas | FL240 | 30941 MILL LN STE G | Spanish Fort | Alabama | 36527 | 251-625-8536 | 251-625-8506 |
| 2803 | BAGGETT | DEANNE | AL264 | 1305 S. BRUNDIDGE ST STE A | TROY | Alabama | 36081-3126 | 334-566-9470 | 334-566-8470 |
| 3320 | BUNDRUM | JEFFREY | AL245 | 459 MAIN ST STE 101 | TRUSSVILLE | Alabama | 35173-1418 | 205-661-9332 | 205-661-9335 |
| 2777 | GRAHAM | DONALD | AL245 | 1105 SOUTHVUE LN STE 103 | Tuscaloosa | Alabama | 35405 | 205-345-5345 | 205-345-1820 |
| 3766 | Halter | Lawrence | AL245 | 1130 UNIVERSITY BLVD STE B9 | Tuscaloosa | Alabama | 35401 | 205-248-0290 | 205-248-0390 |
| 2432 | PYLANT | SCOTT | AL245 | 3179 GREEN VALLEY RD | Vestavia | Alabama | 35243-5239 | 205-969-3099 | 205-969-3143 |
| 3091 | ANDERSON | JIM | AL245 | 732 MONTGOMERY HWY | Vestavia Hills | Alabama | 35216 | 205-978-0770 | 205-978-3814 |
| 25 | JOHNSON | DONALD | AK103 | 205 E DIMOND BLVD | Anchorage | Alaska | 99515 | 907-344-1211 | 907-522-3198 |
| 54 | JOHNSON | DONALD | AK103 | 1120 HUFFMAN RD STE 24 | Anchorage | Alaska | 99515 | 907-345-7311 | 907-345-8570 |
| 55 | JOHNSON | DONALD | AK103 | 200 W 34TH AVE | Anchorage | Alaska | 99503-3969 | 907-561-4410 | 907-561-2415 |
| 72 | JOHNSON | DONALD | AK103 | 2440 E TUDOR RD | Anchorage | Alaska | 99507-1185 | 907-563-2281 | 907-563-2276 |
| 131 | JOHNSON | DONALD | AK103 | 645 G STREET STE 100 | Anchorage | Alaska | 99501 | 907-276-7888 | 907-276-6262 |
| 6037 | ADAMS | VERONICA | AK103 | 1231 W NORTHERN LIGHTS BLVD | Anchorage | Alaska | 99503-2337 | 907-258-6100 | 907-279-6626 |
| 2206 | JOHNSON | DONALD | AK103 | 12110 BUSINESS BLVD STE A06 | EAGLE RIVER | Alaska | 99577 | 907-694-7447 | 907-696-3297 |
| 3825 | ADAMS | VERONICA | AK103 | 5800 WESTOVER AVE (JOINT JBER JOINT BASE ELMENDORF RICHARDSON) | Elmendorf Afb | Alaska | 99506 | 907-753-4477 | 907-753-4499 |
| 2852 | COPPOCK | CAROLE | AK103 | 607 OLD STEESE HWY STE B | Fairbanks | Alaska | 99701-1706 | 907-452-2221 | 907-457-8329 |
| 3191 | COPPOCK | CAROLE | AK103 | 3875 GEIST RD STE E | Fairbanks | Alaska | 99709 | 907-479-2250 | 907-479-2280 |
| 3548 | STIGAR | STACIE | AK103 | 1150 S COLONY WAY STE 3 | Palmer | Alaska | 99645-6967 | 907-746-6245 | 907-745-8787 |
| 2752 | GATLING | CONNIE | AK103 | 35555 SPUR HWY | SOLDOTNA | Alaska | 99669-7625 | 907-262-8774 | 907-262-8787 |
| 2050 | LUNDT | DEBORAH | AK103 | 2521 E MOUNTAIN VILLAGE DR STE B | Wasilla | Alaska | 99654 | 907-376-6245 | 907-373-2329 |
| 4347 | WIGGINS | DONNA | AK103 | 7362 W PARKS HWY | Wasilla | Alaska | 99654 | 907-373-6245 | 907-376-1329 |
| 4570 | BRATEK | RODNEY | AZ104 | 39506 N Daisy Mountain DR STE 122 | Anthem | Arizona | 85086 | 623-551-5742 | 623-551-3891 |
| 4520 | HAMELMAN | BOBBI | AZ104 | 11435 W BUCKEYE RD #104 | Avondale | Arizona | 85323 | 623-936-4214 | 623-936-0791 |
| 6422 | PETTIGREW | TERRY | AZ104 | 485 S WATSON RD STE 103 | BUCKEYE | Arizona | 85326 | 623-327-0406 | 623-327-0430 |
| 6220 | TRINIDAD | JUNE | AZ104 | 522 FINNIE FLATS RD | Camp Verde | Arizona | 86322 | 928-567-7701 | 928-567-7543 |
| 610 | WATERS | MARK | AZ104 | 36889 N TOM DARLINGTON DR STE B7 | CAREFREE | Arizona | 85377 | 480-488-4499 | 480-488-4885 |
| 5130 | PETTY | SARAH | AZ104 | 1664 E FLORENCE BLVD #4 | Casa Grande | Arizona | 85122 | 520-876-5515 | 520-876-5691 |
| 5890 | VERGARA | JULIUS | AZ104 | 2820 N PINAL AVE STE 12 | Casa Grande | Arizona | 85122 | 520-374-2610 | 520-374-2613 |
| 3630 | TRAHAN | DAVID | AZ104 | 29455 N CAVE CREEK RD STE 118 | Cave Creek | Arizona | 85331 | 480-419-0577 | 480-419-5703 |
| 4470 | WATERS | MARK | AZ104 | 4815 E CAREFREE HWY STE 108 | Cave Creek | Arizona | 85331 | 480-595-7667 | 480-595-7670 |
| 2599 | Dallakoti | Krishna | AZ104 | 4939 W RAY RD STE 4 | CHANDLER | Arizona | 85226-2066 | 480-961-9222 | 480-961-9220 |
| 3460 | MENDEZ | MICHELLE | AZ104 | 1900 WEST CHANDLER BLVD #15 | CHANDLER | Arizona | 85224-6175 | 480-855-9740 | 480-855-9741 |
| 4030 | DOBBINS | DANIEL | AZ104 | 4980 S ALMA SCHOOL RD STE A2 | CHANDLER | Arizona | 85248 | 480-883-0804 | 480-883-3243 |
| 4060 | Pratt | Donald | AZ104 | 975 E RIGGS RD STE 12 | CHANDLER | Arizona | 85249 | 480-782-9211 | 480-782-8929 |
| 4430 | Dallakoti | Krishna | AZ104 | 2040 S ALMA SCHOOL RD STE 1 | CHANDLER | Arizona | 85286-7075 | 480-726-0375 | 480-726-3501 |
| 5090 | SCOW | STEPHANIE | AZ104 | 4960 S GILBERT RD STE 1 | CHANDLER | Arizona | 85249 | 480-889-3264 | 480-889-3266 |
| 5870 | KUZO | PETER | AZ104 | 2875 W RAY RD SUITE 6 | CHANDLER | Arizona | 85224 | 480-967-1414 | 480-967-1515 |
| 5270 | DUBE JR | WILLIAM | AZ104 | 1021 N STATE RTE 89 STE 108 | Chino Valley | Arizona | 86323 | 928-443-5655 | 928-443-9949 |
| 2790 | PETERSON | LANCE | AZ104 | 989 S MAIN ST STE A | COTTONWOOD | Arizona | 86326-4608 | 928-634-8559 | 928-634-3094 |
| 990 | FISER | MICHELE | AZ127 | 2700 S WOODLANDS VILLAGE BLVD STE 300 | Flagstaff | Arizona | 86001 | 928-773-0188 | 928-773-9201 |
| 1854 | SHAFER | MARY | AZ127 | 2532 N 4TH ST | Flagstaff | Arizona | 86004-3712 | 928-526-4653 | 928-526-0015 |
| 1641 | PRESTON | MICHAEL | AZ104 | 13771 N FOUNTAIN HILLS BLVD STE 114 | Fountain Hills | Arizona | 85268-3733 | 480-837-3200 | 480-837-6134 |
| 2910 | Dallakoti | Krishna | AZ104 | 835 W WARNER RD STE 101 | Gilbert | Arizona | 85233-7261 | 480-813-3747 | 480-813-1347 |
| 3590 | RAMSEY | WILLIAM | AZ104 | 70 S VAL VISTA DR STE A3 | Gilbert | Arizona | 85296-1365 | 480-813-1567 | 480-813-1802 |
| 4380 | MATTSON | PAUL | AZ104 | 2487 S GILBERT RD STE 106 | Gilbert | Arizona | 85295 | 480-917-5838 | 480-917-5853 |
| 4780 | WERTZ | BRITT | AZ104 | 67 S HIGLEY RD STE 103 | Gilbert | Arizona | 85296 | 480-926-8312 | 480-926-8316 |
| 5070 | KAUFMAN | TRACI | AZ104 | 3317 S HIGLEY RD STE 114 | Gilbert | Arizona | 85297 | 480-776-0650 | 480-776-1690 |

| Center | Owner Last Name | Owner First Name | Area | Address | City | State | Zip | Phone | Fax |
|--------|------------------------|------------------|-------|---|------------------|---------|------------|--------------|--------------|
| 225 | RASMUSSEN | PAUL | AZ104 | 4397 W BETHANY HOME RD | GLENDALE | Arizona | 85301-5401 | 623-842-3505 | 623-435-9029 |
| 2680 | HAMELMAN | BOBBI | AZ104 | 7942 W BELL RD STE C5 | GLENDALE | Arizona | 85308-8705 | 623-486-3000 | 623-486-3100 |
| 3780 | BIITTNER | LISA | AZ104 | 20280 N 59TH AVE STE 115 | GLENDALE | Arizona | 85308 | 623-572-5500 | 623-572-8116 |
| 4090 | JONES | JOHN | AZ104 | 9524 W CAMELBACK RD STE C130 | Glendale | Arizona | 85305 | 623-772-7326 | 623-772-8483 |
| 4300 | HAMELMAN | BOBBI | AZ104 | 20118 N 67TH AVE STE 300 | GLENDALE | Arizona | 85308 | 623-561-6475 | 623-561-0343 |
| 4480 | BACON | BRIAN | AZ104 | 6635 W HAPPY VALLEY RD STE A104 | GLENDALE | Arizona | 85310 | 623-572-7380 | 623-572-7495 |
| 5320 | PETTIGREW | TERRY | AZ104 | 5350 W BELL RD STE 122 | GLENDALE | Arizona | 85308 | 623-298-5411 | 623-298-5416 |
| 5440 | CRAWFORD | JOHN | AZ104 | 5156 W OLIVE AVE | GLENDALE | Arizona | 85302 | 623-939-1784 | 623-930-5582 |
| 6020 | BACON | BRIAN | AZ104 | 3820 W HAPPY VALLEY RD STE 141 | Glendale | Arizona | 85310 | 623-238-6345 | 623-238-6347 |
| 3750 | RISCHPATER | JOHN | AZ104 | 5301 S SUPERSTITION MOUNTAIN DR STE 104 | Gold Canyon | Arizona | 85118 | 480-474-9838 | 480-474-9836 |
| 1453 | JOHNSON | DOUGLAS | AZ104 | 14175 WEST INDIAN SCHOOL RD STE B4 | GOODYEAR | Arizona | 85395 | 623-935-9720 | 623-935-9745 |
| 4740 | KANG | ONKAR | AZ104 | 500 N ESTRELLA PKWY STE #B2 | GOODYEAR | Arizona | 85338 | 623-925-4759 | 623-925-4761 |
| 5970 | FLETCHER | PATRICK | AZ104 | 14050 W VAN BUREN ST | GOODYEAR | Arizona | 85338 | 623-932-9699 | 623-932-9799 |
| 1997 | MEEKS | TEMPLE | AZ127 | 190 W CONTINENTAL RD STE 216 | GREEN VALLEY | Arizona | 85622 | 520-625-9311 | 520-625-9265 |
| 5241 | BOURLIER | CHERIE | AZ127 | 3880 STOCKTON HILL RD STE 103 | KINGMAN | Arizona | 86409 | 928-681-1877 | 928-681-1879 |
| 5485 | Schwochow | Patsy | AZ127 | 55 S LAKE HAVASU AVE STE F | Lake Havasu City | Arizona | 86403 | 928-854-4877 | 928-854-2900 |
| 5640 | HAMELMAN | BOBBI | AZ104 | 5045 W BASELINE RD A105 | Laveen | Arizona | 85339 | 602-237-9175 | 602-237-9821 |
| 4700 | CHRISTY | ROBERT | AZ104 | 5115 N DYSART RD #202 | Litchfield Park | Arizona | 85340 | 623-535-3003 | 623-535-6688 |
| 5140 | ESTEVES | ENRIQUE | AZ104 | 20987 N JOHN WAYNE PKWY STE B104 | MARICOPA | Arizona | 85139 | 520-568-5712 | 520-568-5716 |
| 39 | LAW | GARY | AZ104 | 550 W BASELINE ROAD STE 102 | Mesa | Arizona | 85210-2064 | 480-964-1001 | 480-964-1113 |
| 747 | CHAVARRIA | VICKI | AZ104 | 6040 E MAIN ST | Mesa | Arizona | 85205-8928 | 480-981-3881 | 480-981-7717 |
| 1320 | BAKER | MARY | AZ104 | 2753 E BROADWAY RD #101 | Mesa | Arizona | 85204-1573 | 480-962-8616 | 480-962-8773 |
| 3110 | GOFF | EDWARD | AZ104 | 1225 W MAIN ST STE 101 | MESA | Arizona | 85201 | 480-964-9870 | 480-964-9876 |
| 3690 | MOOG | STEVEN | AZ104 | 2733 N POWER ROAD STE 102 | MESA | Arizona | 85215 | 480-641-1744 | 480-641-1626 |
| 3710 | LAW | GARY | AZ104 | 5235 E SOUTHERN #D106 | MESA | Arizona | 85206 | 480-813-1311 | 480-813-9200 |
| 3950 | GRANT | CHARLES | AZ104 | 9221 E BASELINE RD STE 109 | MESA | Arizona | 85209 | 480-380-0700 | 480-380-0900 |
| 4040 | MOOG | STEVEN | AZ104 | 1959 S POWER RD #103 | MESA | Arizona | 85206 | 480-396-4700 | 480-396-4711 |
| 4930 | LAW | GARY | AZ104 | 4904 S POWER RD STE 103 | MESA | Arizona | 85212 | 480-603-1130 | 480-603-1133 |
| 5060 | SESSLAR-DAILEY | DAWN | AZ104 | 1955 WEST BASELINE RD STE 113 | Mesa | Arizona | 85202 | 480-889-0752 | 480-889-0755 |
| 5740 | SPATH | BARRY | AZ104 | 2036 N GILBERT RD STE 2 | Mesa | Arizona | 85203 | 480-892-4445 | 480-892-7778 |
| 5809 | ABDULL-HADI (Deceased) | AHMAD | AZ127 | 10645 N ORACLE RD SUITE 121 | ORO VALLEY | Arizona | 85737 | 520-544-4008 | 520-544-4007 |
| 4320 | RUTHERFORD | RICHARD | AZ104 | 20403 N LAKE PLEASANT RD #117 | PEORIA | Arizona | 85382 | 623-376-8810 | 623-376-8819 |
| 4400 | Singh | Jasjit | AZ104 | 7558 W THUNDERBIRD RD STE 1 | PEORIA | Arizona | 85381 | 623-979-2710 | 623-979-7175 |
| 4580 | BACON | BRIAN | AZ104 | 8877 N 107TH AVE STE 302 | Peoria | Arizona | 85345 | 623-875-3070 | 623-875-3074 |
| 5880 | RUTHERFORD | FAITH | AZ104 | 24654 N LAKE PLEASANT PKWY STE 103 | PEORIA | Arizona | 85383 | 623-825-1522 | 623-825-8606 |
| 33 | BERNSTEIN | JULIE | AZ104 | 2303 N 44TH ST STE 14 | PHOENIX | Arizona | 85008-2442 | 602-840-3020 | 602-840-3024 |
| 273 | PARIKH | KAMAL | AZ104 | 610 E BELL RD #2 | Phoenix | Arizona | 85022-2393 | 602-863-6694 | 602-866-0636 |
| 565 | WEBB | MICHAEL | AZ104 | 16845 N 29TH AVE STE 1 | Phoenix | Arizona | 85053-3053 | 602-863-2181 | 602-863-2805 |
| 1810 | LOWERY | SAMANTHA | AZ104 | 7000 N 16TH ST STE 120 | Phoenix | Arizona | 85020-5547 | 602-331-1111 | 602-331-1122 |
| 2060 | DOBBINS | DANIEL | AZ104 | 4802 E RAY RD STE 23 | PHOENIX | Arizona | 85044 | 480-496-8500 | 480-496-6505 |
| 2460 | CRAWFORD | JOHN | AZ104 | 5025 N CENTRAL AVE | Phoenix | Arizona | 85012-1520 | 602-248-9300 | 602-248-4484 |
| 2770 | VIAL | BRYAN | AZ104 | 10645 N TATUM BLVD STE 200 | Phoenix | Arizona | 85028 | 480-483-2220 | 480-483-7666 |
| 2780 | CRAWFORD | JOHN | AZ104 | 1928 E HIGHLAND AVE STE F104 | Phoenix | Arizona | 85016-4626 | 602-279-1256 | 602-279-1242 |
| 3670 | BRATEK | RODNEY | AZ104 | 4727 E BELL RD STE 45 | PHOENIX | Arizona | 85032-2308 | 602-867-7632 | 602-867-8264 |
| 3760 | SHI | CHANG | AZ104 | 13835 N TATUM BLVD STE 9 | PHOENIX | Arizona | 85032 | 602-867-9393 | 602-867-0961 |
| 3800 | DOBBINS | DANIEL | AZ104 | 3145 E CHANDLER BLVD STE 110 | PHOENIX | Arizona | 85048 | 480-704-1171 | 480-704-1611 |
| 4010 | PARIKH | KAMAL | AZ104 | 428 E THUNDERBIRD ROAD | Phoenix | Arizona | 85022 | 602-548-5512 | 602-942-1451 |
| 4080 | BERNSTEIN | JULIE | AZ104 | 4340 E INDIAN SCHOOL STE 21 | Phoenix | Arizona | 85018 | 602-765-4456 | 602-957-4771 |

| Center | Owner Last Name | Owner First Name | Area | Address | City | State | Zip | Phone | Fax |
|--------|-----------------|------------------|-------|--------------------------------------|-----------------|---------|------------|--------------|--------------|
| 4120 | HALL | SHUI | AZ104 | 3120 W CAREFREE HWY STE 1 | Phoenix | Arizona | 85086 | 623-434-7670 | 623-434-7672 |
| 4210 | GATTI | EDWARD | AZ104 | 111 E DUNLAP AVE STE 1 | PHOENIX | Arizona | 85020 | 602-997-7880 | 602-997-7130 |
| 4350 | TRAHAN | DAVID | AZ104 | 21001 N TATUM BLVD STE 1630 | PHOENIX | Arizona | 85050 | 480-513-4990 | 480-513-4850 |
| 4750 | SMA | SIYAUDEEN | AZ104 | 18631 NORTH 19TH AVE STE 158 | PHOENIX | Arizona | 85027 | 623-869-7474 | 623-869-7475 |
| 4810 | MALATESTA | MARK | AZ104 | 3219 EAST CAMELBACK RD | Phoenix | Arizona | 85018 | 602-952-8830 | 602-952-8693 |
| 4850 | HART | WILLIAM | AZ104 | 2320 E BASELINE RD | PHOENIX | Arizona | 85042 | 602-889-8888 | 602-889-8887 |
| 4870 | Singh | Jasjit | AZ104 | 3039 WEST PEORIA AVE STE 102 | PHOENIX | Arizona | 85029 | 602-870-3887 | 602-393-3082 |
| 4910 | FISER | TOBIN | AZ104 | 3317 E BELL RD STE 101 | PHOENIX | Arizona | 85032 | 602-252-7447 | 602-495-0002 |
| 4940 | HAMELMAN | BOBBI | AZ104 | 2632 S 83RD AVE #100 | PHOENIX | Arizona | 85043 | 623-907-4448 | 623-907-8283 |
| 4960 | DEIN | PEGGY | AZ104 | 3217 E SHEA BLVD | PHOENIX | Arizona | 85028 | 602-889-0851 | 602-889-0854 |
| 5340 | FOLEY | JOHN | AZ104 | 8050 N 19TH AVE | PHOENIX | Arizona | 85021 | 602-864-3646 | 602-864-4923 |
| 5620 | ACHUFF | THOMAS | AZ104 | 20235 N CAVE CREEK RD STE 104 | Phoenix | Arizona | 85024 | 602-867-8771 | 602-867-5823 |
| 5750 | ROGOFF | LAWRENCE | AZ104 | 125 N 2ND ST STE 110 | PHOENIX | Arizona | 85004 | 602-251-0135 | 602-251-0136 |
| 5752 | ROGOFF | LAWRENCE | AZ104 | 111 N 3RD ST ROOM A002 | PHOENIX | Arizona | 85004 | 602-254-6900 | 602-254-6949 |
| 5910 | BARROTA | CHRISTOPHER | AZ104 | 2030 W BASELINE RD | PHOENIX | Arizona | 85041 | 602-268-9399 | 602-268-9499 |
| 5940 | KUNDIN | KAREN | AZ104 | 625 W DEER VALLEY DR STE 103 | Phoenix | Arizona | 85027-2138 | 623-516-8454 | 623-516-8494 |
| 6120 | STROMBONI | PATRICK | AZ104 | 530 E MCDOWELL RD #107 | PHOENIX | Arizona | 85004 | 602-258-1995 | 602-258-3195 |
| 586 | DUBE JR | WILLIAM | AZ104 | 1042 WILLOW CREEK RD STE A101 | Prescott | Arizona | 86301 | 928-445-4560 | 928-445-4090 |
| 2418 | DUBE JR | WILLIAM | AZ104 | 303 E GURLEY ST | Prescott | Arizona | 86301-3804 | 928-445-0099 | 928-445-0444 |
| 2458 | DUBE JR | WILLIAM | AZ104 | 7760 E STATE RTE 69 STE C5 | Prescott Valley | Arizona | 86314 | 928-772-0000 | 928-772-0500 |
| 4920 | BRAH | SUKHBIR | AZ104 | 18521 E QUEEN CREEK RD STE 105 | Queen Creek | Arizona | 85142 | 480-987-2297 | 480-987-2298 |
| 6079 | MAGANA VELARDE | HECTOR | AZ127 | 800 N MAIN ST | San Luis | Arizona | 85349 | 928-627-4554 | 928-627-4984 |
| 4980 | SEVERSON SR | JAMES | AZ104 | 530 EAST HUNT HWY STE 103 | SAN TAN VALLEY | Arizona | 85143 | 480-889-1568 | 480-889-1570 |
| 6000 | ROBINSON | FREDERICK | AZ104 | 85 W COMBS RD STE 101 | SAN TAN VLY | Arizona | 85140 | 480-655-5571 | 480-655-5323 |
| 38 | PRESTON | MICHAEL | AZ104 | 3370 N HAYDEN RD STE 123 | Scottsdale | Arizona | 85251-6632 | 480-947-1225 | 480-481-0175 |
| 58 | ARELLANO | DINO | AZ104 | 10632 N SCOTTSDALE RD | Scottsdale | Arizona | 85254 | 480-951-4380 | 480-991-3118 |
| 303 | GULLEY | JAMES | AZ104 | 16211 N SCOTTSDALE RD STE A6A | Scottsdale | Arizona | 85254 | 480-948-9727 | 480-948-9726 |
| 1669 | ROGOFF | DAVID | AZ104 | 14747 N NORTHSIGHT BLVD STE 111 | Scottsdale | Arizona | 85260-2555 | 480-483-0200 | 480-483-7570 |
| 1692 | TRAHAN | DAVID | AZ104 | 4400 N SCOTTSDALE RD STE 9 | Scottsdale | Arizona | 85251-3331 | 480-994-8200 | 480-994-1035 |
| 2650 | DEMARCO | COLUMBIA | AZ104 | 6929 N HAYDEN RD STE C4 | Scottsdale | Arizona | 85250-7970 | 480-905-0811 | 480-905-0812 |
| 2700 | PRESTON | MICHAEL | AZ104 | 7904 E CHAPARRAL RD STE A110 | Scottsdale | Arizona | 85250-7210 | 480-945-4316 | 480-945-4319 |
| 2900 | TRAHAN | DAVID | AZ104 | 8924 E PINNACLE PEAK RD STE G5 | Scottsdale | Arizona | 85255-3649 | 480-585-8066 | 480-585-4303 |
| 3010 | WATERS | MARK | AZ104 | 34522 N SCOTTSDALE RD | Scottsdale | Arizona | 85266 | 480-488-8030 | 480-488-1475 |
| 3500 | KLEEMERIER | CHRISTINA | AZ104 | 11445 E VIA LINDA STE 2 | Scottsdale | Arizona | 85259-2638 | 480-657-2010 | 480-657-2015 |
| 4020 | DAVIS | KENNETH | AZ104 | 6501 GREENWAY PKWY STE 103 | Scottsdale | Arizona | 85254 | 480-951-7877 | 480-998-3239 |
| 4110 | ALTMANN JR | WALTER | AZ104 | 20701 N SCOTTSDALE RD STE 107 | Scottsdale | Arizona | 85255 | 480-502-8482 | 480-502-8499 |
| 4140 | AZAR | LORINDA | AZ104 | 28150 N ALMA SCHOOL RD STE 103 | Scottsdale | Arizona | 85262 | 480-473-7500 | 480-473-7600 |
| 4160 | ALTMANN JR | WALTER | AZ104 | 15029 N THOMPSON PEAK PKWY STE B-111 | Scottsdale | Arizona | 85260 | 480-767-6050 | 480-767-6052 |
| 4280 | ALTMANN JR | WALTER | AZ104 | 10115 E BELL RD #107 | Scottsdale | Arizona | 85260 | 480-513-8661 | 480-513-8814 |
| 4990 | VIAL | BRYAN | AZ104 | 8776 E SHEA BLVD STE 106 | Scottsdale | Arizona | 85260 | 480-991-7718 | 480-991-7949 |
| 6170 | KANG | ONKAR | AZ104 | 5402 E LINCOLN DR | Scottsdale | Arizona | 85253 | 480-596-7096 | 480-951-8469 |
| 1550 | CRAWFORD | JOHN | AZ104 | 2370 W HWY 89A STE 11 | Sedona | Arizona | 86336-5341 | 928-282-1967 | 928-282-3868 |
| 516 | BERNS | ADAM | AZ127 | 2160 E FRY BLVD STE C-5 | Sierra Vista | Arizona | 85635-2736 | 520-459-6996 | 520-459-7130 |
| 5360 | RUTHERFORD | RICHARD | AZ104 | 9915 W BELL RD | SUN CITY | Arizona | 85351 | 623-889-0308 | 623-889-0490 |
| 3250 | Dallakoti | Krishna | AZ104 | 13940 W MEEKER BLVD STE 115 | Sun City West | Arizona | 85375 | 623-975-0258 | 623-975-8384 |
| 4070 | BIITTNER | LISA | AZ104 | 15508 W BELL RD STE 101 | Surprise | Arizona | 85374 | 623-214-9002 | 623-214-0330 |
| 4950 | HALL | ROBERT | AZ104 | 16772 WEST BELL RD STE 110 | Surprise | Arizona | 85374 | 623-537-9997 | 623-544-3629 |
| 5550 | GARRETT | GERRICK | AZ104 | 13954 W WADDEL RD STE 103 | Surprise | Arizona | 85379 | 623-975-3888 | 623-975-4145 |
| 2020 | CRONIN | TERENCE | AZ104 | 1753 E BROADWAY STE #101 | Tempe | Arizona | 85282 | 480-829-3900 | 480-829-0611 |
| 3530 | KUZO | PETER | AZ104 | 7650 S MCCLINTOCK DR STE 103 | Tempe | Arizona | 85284-1674 | 480-777-2777 | 480-775-1590 |

| Center | Owner Last Name | Owner First Name | Area | Address | City | State | Zip | Phone | Fax |
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| 4800 | ANDERSON | DAVID | AZ104 | 510 E UNIVERSITY DR | Tempe | Arizona | 85281-2032 | 480-894-8838 | 480-967-0582 |
| 4895 | ANDERSON | DAVID | AZ104 | 711 E LEMON ST | Tempe | Arizona | 85281 | 480-894-8838 | 480-736-2469 |
| 5040 | KUZO | PETER | AZ104 | 3116 SOUTH MILL AVE | Tempe | Arizona | 85282 | 480-889-0382 | 480-889-0384 |
| 5570 | KUZO | PETER | AZ104 | 315 W ELLIOT RD STE 107 | Tempe | Arizona | 85284 | 480-889-0060 | 480-889-0063 |
| 149 | MEEKS | TEMPLE | AZ127 | 7739 E BROADWAY BLVD | TUCSON | Arizona | 85710-3941 | 520-885-2300 | 520-885-2922 |
| 196 | COELHO | BONNIE | AZ127 | 3661 N CAMPBELL AVE | Tucson | Arizona | 85719 | 520-323-3535 | 520-323-9216 |
| 283 | PATEL | ATUL | AZ127 | 3938 E GRANT RD | TUCSON | Arizona | 85712-2559 | 520-881-7600 | 520-881-8734 |
| 329 | ANDREWS | JACK | AZ127 | 7014 E GOLF LINKS RD | TUCSON | Arizona | 85730-1064 | 520-748-0350 | 520-748-0027 |
| 408 | GERHART | RUTH | AZ127 | 515 E GRANT RD #141 | Tucson | Arizona | 85705-5774 | 520-620-1099 | 520-628-7503 |
| 428 | DAY | JEFFERY | AZ127 | 2004 E IRVINGTON RD | Tucson | Arizona | 85714-1809 | 520-889-0077 | 520-294-7794 |
| 442 | HAACKENSON | RICHARD | AZ127 | 6336 N ORACLE RD STE 326 | TUCSON | Arizona | 85704 | 520-742-6211 | 520-575-8733 |
| 605 | SHUCK | KEITH | AZ127 | 9420 E GOLF LINKS RD STE 108 | Tucson | Arizona | 85730 | 520-722-8272 | 520-722-0025 |
| 663 | BERRY | WAYNE | AZ127 | 1517 N WILMOT | TUCSON | Arizona | 85712 | 520-885-2526 | 520-885-1242 |
| 765 | HOYACK | MARK | AZ127 | 405 E WETMORE STE 117 | TUCSON | Arizona | 85705-1700 | 520-887-8448 | 520-887-0307 |
| 963 | GERHART | LAWRENCE | AZ127 | 9121 E TANQUE VERDE STE 105 | TUCSON | Arizona | 85749 | 520-749-0277 | 520-749-0489 |
| 1008 | ZIEGLER | ERIC | AZ127 | 1830 E BROADWAY STE 124 | Tucson | Arizona | 85719-5967 | 520-798-3646 | 520-798-3644 |
| 2239 | Goldsmith | Scott | AZ127 | 5425 E BROADWAY BLVD | TUCSON | Arizona | 85711 | 520-750-8600 | 520-750-0075 |
| 2362 | DIX | RANDAL | AZ127 | 4729 E SUNRISE DR | TUCSON | Arizona | 85718-4535 | 520-299-2188 | 520-299-2150 |
| 2541 | COELHO | BONNIE | AZ127 | 6890 E SUNRISE DR #120 | TUCSON | Arizona | 85750-0739 | 520-299-7177 | 520-299-0141 |
| 2835 | KHAN | MUZAFFAR | AZ127 | 12995 N ORACLE RD STE 141 | Tucson | Arizona | 85739-9528 | 520-825-1231 | 520-825-2070 |
| 3216 | ESTEVEZ | ENRIQUE | AZ127 | 8340 N THORNYDALE STE 110 | TUCSON | Arizona | 85741 | 520-744-1356 | 520-744-7308 |
| 3247 | BERRY | WAYNE | AZ127 | 7320 N LA CHOLLA BLVD STE 154 | TUCSON | Arizona | 85741 | 520-531-0800 | 520-531-0888 |
| 3350 | LINDEMANN | KIMBERLY | AZ127 | 7850 N SILVERBELL STE 114 | TUCSON | Arizona | 85743-8219 | 520-744-1999 | 520-744-4687 |
| 3560 | GALLAGHER | MARYJANE | AZ127 | 120 S HOUGHTON STE 138 | TUCSON | Arizona | 85748-6731 | 520-751-4510 | 520-751-4567 |
| 3722 | DAY | JEFFERY | AZ127 | 1645 W VALENCIA RD #109 | Tucson | Arizona | 85746-6032 | 520-573-1554 | 520-573-1509 |
| 5053 | Meeks | Shane | AZ127 | 1505 W ST MARYS RD | TUCSON | Arizona | 85745-3107 | 520-622-7447 | 520-622-7453 |
| 5220 | DAY | JEFFERY | AZ127 | 3849 E BROADWAY BLVD | TUCSON | Arizona | 85716 | 520-881-6252 | 520-881-6254 |
| 6350 | KANG | ONKAR | AZ127 | 3800 W STARR PASS BLVD | TUCSON | Arizona | 85745 | 520-791-6200 | 520-791-6195 |
| 2261 | GRIMALDO | ALEX | AZ127 | 340 W 32ND ST | Yuma | Arizona | 85364 | 928-726-3142 | 928-726-3159 |
| 2547 | HUEREQUE | LUCY | AZ127 | 2554 W 16TH ST | Yuma | Arizona | 85364-4229 | 928-343-0026 | 928-343-0181 |
| 4597 | GRIMALDO | ALEX | AZ127 | 11274 S FORTUNA RD STE #D2 | YUMA | Arizona | 85367 | 928-342-5047 | 928-342-5368 |
| 3918 | MURPHY | ROBERT | AR228 | 2749 W PINE ST STE C | ARKADELPHIA | Arkansas | 71923 | 870-246-0478 | 870-246-0480 |
| 2945 | HUTTO | PAM | AR228 | 1201 MILITARY RD STE 2 | BENTON | Arkansas | 72015-2908 | 501-778-7447 | 501-778-7448 |
| 6271 | VAUGHN | ERIC | AR234 | 3511 SE J Street | BENTONVILLE | Arkansas | 72712 | 479-464-9000 | 479-464-9049 |
| 6194 | BURATOWSKI | JOHN | AR228 | 194 DAKOTA DR STE B | CABOT | Arkansas | 72023 | 501-941-2800 | 501-941-2802 |
| 6343 | Wagler | Amanda | AR228 | 1304 W Main ST STE B | CLARKSVILLE | Arkansas | 72830 | 888-617-0556 | 479-647-3666 |
| 5451 | HONGHIRAN | THARA | AR228 | 3900 DAVE WARD DR STE 1900 | CONWAY | Arkansas | 72032 | 501-327-7600 | 501-327-7605 |
| 3002 | POST | GERALD | TX168 | 1015 NORTH WEST AVENUE | EL DORADO | Arkansas | 71730 | 870-863-4623 | 870-881-8337 |
| 6231 | RUDE | NEAL | AR228 | 103 E VAN BUREN | EUREKA SPRINGS | Arkansas | 72632 | 479-253-8771 | 479-253-8775 |
| 2662 | VAUGHN | ERIC | AR234 | 1722 N COLLEGE STE C | FAYETTEVILLE | Arkansas | 72703-2640 | 479-442-5036 | 479-442-5046 |
| 5615 | VAUGHN | ERIC | AR234 | 3589-3 N SHILOH DR | FAYETTEVILLE | Arkansas | 72703 | 479-527-0499 | 479-527-0497 |
| 4577 | CULLEN | PATRICK | AR234 | 4300 ROGERS AVE STE 20 | Fort Smith | Arkansas | 72903 | 479-783-5800 | 479-783-5813 |
| 2853 | DANTE JR | CHARLES | AR228 | 1635 HIGDON FERRY RD SUITE C | Hot Springs | Arkansas | 71913-6913 | 501-525-7447 | 501-525-7448 |
| 4941 | DANTE JR | CHARLES | AR228 | 1018 AIRPORT RD STES 104 & 106 | Hot Springs | Arkansas | 71913 | 501-760-6877 | 501-760-6879 |
| 3793 | NIX SR | JOHN | TN140 | 2504 ALEXANDER DR | JONESBORO | Arkansas | 72401 | 870-910-0481 | 870-910-0483 |
| 1572 | POWELL | VINCE | AR228 | 1818 N TAYLOR STREET | LITTLE ROCK | Arkansas | 72207 | 501-666-2338 | 501-666-2339 |
| 1655 | DAVIS | CARLA | AR228 | 300 S RODNEY PARHAM #1 | LITTLE ROCK | Arkansas | 72205 | 501-225-3005 | 501-225-9190 |

| Center | Owner Last Name | Owner First Name | Area | Address | City | State | Zip | Phone | Fax |
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| 3775 | CHEATHAM | RODNEY | AR228 | 17200 CHENAL PKWY STE 300 | LITTLE ROCK | Arkansas | 72223-5944 | 501-821-6300 | 501-821-6315 |
| 5902 | CHEATHAM | RODNEY | AR228 | 14524 CANTRELL RD STE 140 | LITTLE ROCK | Arkansas | 72223 | 501-868-7477 | 501-868-5447 |
| 1299 | BLACKBURN | DONALD | MO219 | 1310 EASTSIDE CENTRE CT | MOUNTAIN HOME | Arkansas | 72653 | 870-424-6245 | 870-424-3299 |
| 4591 | KELLOGG | GINA | AR228 | 2513 MCCAIN BLVD | N Little Rock | Arkansas | 72116 | 501-687-3333 | 501-687-3335 |
| 1753 | Hammontree | Cynthia | AR234 | 100 N DIXIELAND RD STE D-2 | ROGERS | Arkansas | 72756-1123 | 479-631-3051 | 479-631-1795 |
| 4564 | CARR | VAN | AR228 | 608 W PARKWAY DR | Russellville | Arkansas | 72801 | 479-498-2041 | 479-498-2043 |
| 5861 | SMITH | GREGORY | AR228 | 1560 W BEEBE CAPPS EXPY STE C | Searcy | Arkansas | 72143 | 501-268-5444 | 501-268-5476 |
| 447 | GUPTA | KANAN | CA139 | 875 ISLAND DR STE A | Alameda | California | 94502 | 510-522-1234 | 510-522-1942 |
| 578 | SHAH | MIHIR | CA139 | 909 MARINA VILLAGE PKWY | Alameda | California | 94501-1048 | 510-769-8221 | 510-769-2187 |
| 5898 | CHOU | JOE | CA139 | 2601 BLANDING AVE STE C | Alameda | California | 94501 | 510-550-1899 | 510-337-9040 |
| 882 | SHAH | MIHIR | CA119 | 3000-F DANVILLE BLVD | Alamo | California | 94507-1550 | 925-743-1774 | 925-743-0381 |
| 5176 | BRISTOW | THOMAS | CA106 | 560 W MAIN ST STE C | Alhambra | California | 91801 | 626-284-8298 | 626-284-8299 |
| 612 | STUEBER | ELLEN | CA101 | 27068 LA PAZ RD | Aliso Viejo | California | 92656-3041 | 949-831-7933 | 949-831-5340 |
| 2950 | PETERSON | GEORGE | CA101 | 26895 ALISO CREEK RD STE B | Aliso Viejo | California | 92656-5302 | 949-360-1490 | 949-360-1491 |
| 1304 | BAKER | ELIZABETH | CA181 | 8780 19TH ST | Alta Loma | California | 91701-4608 | 909-948-3777 | 909-948-3779 |
| 4264 | NISCHAL | ARVIND | CA150 | 101 W AMERICAN CANYON RD 508 | American Canyon | California | 94503 | 707-647-7500 | 707-647-7510 |
| 555 | AMIN | RAJENDRA | CA101 | 2034 E LINCOLN AVE | Anaheim | California | 92806-4101 | 714-635-0724 | 714-635-8904 |
| 4932 | BABUTA | SUDHIR | CA101 | 675 NORTH EUCLID ST | Anaheim | California | 92801 | 714-520-9090 | 714-520-9092 |
| 5667 | JAYASEKERA | ASSUNTA | CA101 | 174 W LINCOLN AVE | Anaheim | California | 92805 | 714-999-1435 | 714-999-0257 |
| 5946 | Ferrier Barkoski | Gloria | CA101 | 5753 E SANTA ANA CANYON RD STE G | Anaheim Hills | California | 92807 | 714-998-6271 | 714-998-0715 |
| 281 | MAXWELL | JAMES | CA119 | 3186 CONTRA LOMA BLVD | ANTIOCH | California | 94509 | 925-754-5300 | 925-754-5396 |
| 5698 | CIANI | GERARD | CA181 | 12277 APPLE VALLEY RD | APPLE VALLEY | California | 92308 | 760-240-4817 | 760-247-4087 |
| 5925 | SANCHEZ | MISTY | CA181 | 20258 HWY 18 STE 430 | Apple Valley | California | 92307 | 760-961-0838 | 760-961-0005 |
| 1253 | WEISMAN | CLARK | CA166 | 7960 B SOQUEL DR | Aptos | California | 95003 | 831-662-3044 | 831-662-0755 |
| 695 | BRISTOW | THOMAS | CA106 | 713 W DUARTE RD UNIT G | ARCADIA | California | 91007-7564 | 626-446-9950 | 626-446-6765 |
| 3583 | YU | BOBBY | CA106 | 122 E FOOTHILL BLVD STE A | Arcadia | California | 91006-2505 | 626-305-9223 | 626-305-4072 |
| 6192 | DASMANN | CAROLEE | CA166 | 1375 E GRAND AVE Suite #103 | Arroyo Grande | California | 93420 | 805-904-6480 | 805-904-6490 |
| 1825 | FRAME | GLENDA | CA166 | 7343 EL CAMINO REAL | Atascadero | California | 93422-4697 | 805-466-9015 | 805-466-9017 |
| 5927 | MESA | GENNY | CA165 | 257 BELLEVUE RD | Atwater | California | 95301 | 209-358-2694 | 209-358-7261 |
| 4149 | ATWAL | KULBIR | CA150 | 2945 BELL ROAD | Auburn | California | 95603 | 530-823-2422 | 530-823-2922 |
| 1450 | OCAMPO | FRANCISCO | CA165 | 7850 WHITE LN STE E | Bakersfield | California | 93309-7689 | 661-832-4025 | 661-832-4058 |
| 2179 | RIAR | GURPINDER | CA165 | 1201 24TH STREET STE B110 | Bakersfield | California | 93301 | 661-631-9904 | 661-631-9906 |
| 2318 | RIAR | GURPINDER | CA165 | 8200 STOCKDALE HWY STE M-10 | BAKERSFIELD | California | 93311 | 661-832-7262 | 661-832-4068 |
| 4360 | BELL | GLEN | CA165 | 9530 HAGEMAN RD STE B | Bakersfield | California | 93312 | 661-589-9890 | 661-589-9894 |
| 5689 | RIAR | GURPINDER | CA165 | 3501 MALL VIEW RD #115 | BAKERSFIELD | California | 93306 | 661-873-1888 | 661-873-1860 |
| 5929 | THRESHER | GINA | CA165 | 4725 PANAMA LN #D3 | BAKERSFIELD | California | 93313 | 661-831-9904 | 661-831-9906 |
| 6021 | SIMPSON | BARBARA | CA165 | 4208 ROSEDALE HWY #302 | Bakersfield | California | 93308 | 661-324-8777 | 661-324-8778 |
| 5705 | CHWA | ODDY | CA106 | 3100 BIG DALTON AVE STE 170 | Baldwin Park | California | 91706 | 626-480-1760 | 626-480-1930 |
| 5027 | YOUNG | ALVIN | CA181 | 1440 BEAUMONT AVE STE A2 | BEAUMONT | California | 92223 | 951-769-5956 | 951-769-5957 |
| 5630 | Kotico | Ildefonso | CA106 | 13536 LAKEWOOD BLVD | BELLFLOWER | California | 90706 | 562-630-2652 | 562-630-3602 |
| 426 | KALRA | SUSHIL | CA146 | 951 OLD COUNTY RD STE 2 | BELMONT | California | 94002-2760 | 650-598-9611 | 650-598-9671 |
| 6084 | PATEL | BHARAT | CA146 | 1025 ALAMEDA DE LAS PULGAS | BELMONT | California | 94002-3507 | 650-610-0679 | 650-610-0943 |
| 4159 | VOHRA | SUDHA | CA150 | 77 SOLANO SQUARE | Benicia | California | 94510 | 707-747-1699 | 707-747-1557 |
| 693 | CHUN | VIVIAN | CA139 | 1563 SOLANO AVE | BERKELEY | California | 94707-2116 | 510-528-6919 | 510-528-6958 |
| 1069 | CHUN | VIVIAN | CA139 | 2625 ALCATRAZ AVE | Berkeley | California | 94705-2702 | 510-547-6384 | 510-547-6386 |
| 2998 | CHUN | VIVIAN | CA139 | 2342 SHATTUCK AVE | Berkeley | California | 94704-1517 | 510-843-8288 | 510-843-8343 |
| 6089 | VERMA | RAJEEV | CA139 | 2512 TELEGRAPH AVE | Berkeley | California | 94704 | 510-843-0993 | 510-843-0999 |
| 6307 | Parsanian | Zorick | CA106 | 324 S. Beverly Dr. | Beverly Hills | California | 90212 | 310-203-0301 | 310-203-0302 |

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| 3568 | STEVENSON | DONNA | CA181 | 40729 VILLAGE DR STE 8 | Big Bear Lake | California | 92315 | 909-878-4747 | 909-878-4647 |
| 5812 | CLIGNETT | LUCINDA | CA165 | 1335 ROCKING W DRIVE | Bishop | California | 93514 | 760-872-4560 | 760-872-4569 |
| 2574 | BOGLE | MARVA | CA101 | 407 W IMPERIAL HWY STE H | Brea | California | 92821-4803 | 714-256-4501 | 714-256-1003 |
| 3481 | VATSAVAI | MANOHARI | CA101 | 2500 E IMPERIAL HWY #201 | Brea | California | 92821-6121 | 714-990-4848 | 714-990-4885 |
| 2873 | Sharma | Kajal | CA119 | 1145 2ND ST STE A | BRENTWOOD | California | 94513-2217 | 925-516-8510 | 925-516-8512 |
| 4291 | Sharma | Kajal | CA119 | 2420 SAND CREEK RD STE C1 | BRENTWOOD | California | 94513 | 925-634-9405 | 925-634-9452 |
| 4931 | Choi | Yongseok | CA101 | 8251 LA PALMA AVE | BUENA PARK | California | 90620-3205 | 714-522-4752 | 714-522-4753 |
| 5882 | JAYASEKERA | ASSUNTA | CA101 | 5825 LINCOLN AVE STE D | BUENA PARK | California | 90620 | 714-826-1132 | 714-826-1616 |
| 5817 | SALGADO | GUSTAVO | CA106 | 928 N SAN FERNANDO BLVD STE J | Burbank | California | 91504 | 818-842-5200 | 818-842-5291 |
| 5892 | BASSET | SALAH | CA106 | 2416 W VICTORY BLVD | BURBANK | California | 91506 | 818-559-6335 | 818-559-6336 |
| 446 | KALRA | PRITHVI | CA146 | 1534 PLAZA LN | Burlingame | California | 94010 | 650-692-0820 | 650-692-0828 |
| 2354 | BHALLA | NAVNIT | CA146 | 1325 HOWARD AVE | Burlingame | California | 94010-4212 | 650-348-7447 | 650-348-7462 |
| 1047 | BHALLA | RAVI | CA106 | 23679 CALABASAS RD | Calabasas | California | 91302-1502 | 818-591-1086 | 818-591-1140 |
| 1093 | MINA | JOSEPH | CA106 | 26500 W AGOURA RD STE 102 | Calabasas | California | 91302 | 818-880-8499 | 818-880-8421 |
| 2906 | ROE | LINDA | CA106 | 22287 MULHOLLAND HWY | Calabasas | California | 91302-5157 | 818-876-0458 | 818-876-0463 |
| 938 | SIDHU | BHALINDER | CA144 | 2390 LAS POSAS RD STE C | Camarillo | California | 93010 | 805-388-7606 | 805-388-5478 |
| 5718 | KENNEDY | CHRIS | CA144 | 5021 VERDUGO WAY STE 105 | Camarillo | California | 93012 | 805-484-8005 | 805-484-7776 |
| 1726 | SHELAT | NIMISH | CA150 | 3450 PALMER DR STE 4 | Cameron Park | California | 95682-8253 | 530-677-9277 | 530-677-9338 |
| 4333 | RICKERT | DANIELLE | CA100 | BLDG 15101 MAINSIDE CTR | Camp Pendleton | California | 92055 | 760-385-4721 | 760-385-4852 |
| 1949 | MACLEAN | NEIL | CA111 | 1608 W CAMPBELL AVE | CAMPBELL | California | 95008-1535 | 408-370-1608 | 408-370-1922 |
| 1964 | CROCE | WALTER | CA111 | 1821 S BASCOM AVE | CAMPBELL | California | 95008-2357 | 408-377-4345 | 408-377-4348 |
| 159 | FRANKEL | LESLIE | CA106 | 6433 TOPANGA CANYON BLVD | CANOGA PARK | California | 91303 | 818-704-5808 | 818-704-0851 |
| 406 | KELTNER | JAMES | CA106 | 19425 SOLEDAD CANYON RD | Canyon Country | California | 91351-2664 | 661-252-1519 | 661-252-8912 |
| 285 | COREN | IAN | CA166 | 1840 41ST AVE STE 102 | Capitola | California | 95010-2527 | 831-462-5909 | 831-462-6387 |
| 1 | MISRA | KIRAN | CA100 | 6965 EL CAMINO REAL STE 105 | Carlsbad | California | 92009-4100 | 760-438-7704 | 760-438-4329 |
| 5 | ALBANNA | ABDALLA | CA100 | 2604-B EL CAMINO REAL | Carlsbad | California | 92008-1214 | 760-729-4961 | 760-729-5127 |
| 1184 | VASS | ROBERT | CA100 | 300 CARLSBAD VILLAGE DR STE 108A | Carlsbad | California | 92008-2905 | 760-434-9933 | 760-434-9935 |
| 4460 | LANGFORD | JEFFERY | CA100 | 7040 AVENIDA ENCINAS STE 104 | Carlsbad | California | 92011 | 760-431-0028 | 760-431-0468 |
| 326 | ROSSI | JENNIFER | CA166 | 225 CROSSROADS BLVD | CARMEL | California | 93923-8649 | 831-625-2800 | 831-625-1699 |
| 840 | PECCianti | SUE | CA166 | 316 MID VALLEY CTR | Carmel | California | 93923-8516 | 831-625-5574 | 831-625-9331 |
| 1242 | DIBAJ | MOSTAFA | CA150 | 5150 FAIR OAKS BLVD STE 101 | Carmichael | California | 95608-5758 | 916-487-4849 | 916-487-9435 |
| 3166 | ASIM | MOHAMMAD | CA144 | 1072 CASITAS PASS RD | CARPINTERIA | California | 93013 | 805-566-9921 | 805-566-9942 |
| 5824 | HAAR | RONALD | CA106 | 335 E ALBERTONI ST STE 200 | Carson | California | 90746-1422 | 310-217-1214 | 310-217-0874 |
| 4175 | CRAWFORD | JACK | CA106 | 31858 CASTAIC RD | Castaic | California | 91384 | 661-775-3999 | 661-775-9254 |
| 3043 | SHAH | MIHIR | CA139 | 20885 REDWOOD RD | Castro Valley | California | 94546 | 510-583-1906 | 510-583-1907 |
| 3065 | JOHNSTON | JUDY | CA181 | 31855 DATE PALM DR STE 3 | Cathedral City | California | 92234 | 760-324-8184 | 760-321-9682 |
| 5425 | JOHNSTON | JUDY | CA181 | 67-782 HWY 111 STE B104 | Cathedral City | California | 92234 | 760-321-0703 | 760-324-2500 |
| 2065 | MADISON | ROBIN | CA226 | 2908 E WHITMORE AVE STE H | Ceres | California | 95307 | 209-537-9040 | 209-537-9056 |
| 514 | RHO | HYE | CA106 | 13337 SOUTH ST | Cerritos | California | 90703-7300 | 562-924-8822 | 562-924-7206 |
| 469 | EBRAHIMI | AZARNOOSH | CA106 | 9800 TOPANGA CANYON BLVD STE D | Chatsworth | California | 91311 | 818-709-1858 | 818-709-1869 |
| 4934 | Singh | Inderbir | CA106 | 20555 DEVONSHIRE ST | CHATSWORTH | California | 91311 | 818-349-2584 | 818-349-1576 |
| 1244 | WAHL | LARRY | CA227 | 702 MANGROVE AVE | Chico | California | 95926-3948 | 530-898-1623 | 530-898-9101 |
| 1323 | WAHL | LARRY | CA227 | 2485 NOTRE DAME BLVD STE 370 | Chico | California | 95928-7167 | 530-891-1623 | 530-891-1689 |
| 2326 | WAHL | LARRY | CA227 | 1380 East Ave, Ste 124 | CHICO | California | 95926-7383 | 530-893-1818 | 530-893-1525 |
| 4062 | RHO | YOUNG | CA181 | 13089 PEYTON DR STE C | Chino Hills | California | 91709 | 909-902-0425 | 909-902-0435 |

| Center | Owner Last Name | Owner First Name | Area | Address | City | State | Zip | Phone | Fax |
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| 250 | STEIN | DENNIS | CA100 | 591 TELEGRAPH CANYON RD | Chula Vista | California | 91910-6436 | 619-482-0123 | 619-482-0345 |
| 4900 | JONES | BURKE | CA100 | 2127 OLYMPIC PKWY STE 1006 | Chula Vista | California | 91915 | 619-421-7957 | 619-421-7674 |
| 5244 | QUEZADA | CESAR | CA100 | 642 PALOMAR ST STE 406 | Chula Vista | California | 91911 | 619-425-8520 | 619-425-8521 |
| 2503 | WEBSTER | KELLY | CA150 | 7405 GREENBACK LN | Citrus Heights | California | 95610 | 916-725-1345 | 916-725-1772 |
| 3310 | KUNZ | SUSAN | CA106 | 310 N INDIAN HILL BLVD | Claremont | California | 91711-4611 | 909-621-2112 | 909-621-7678 |
| 6355 | CINOLLO | LAURA | CA157 | 1123 S Cloverdale BLVD STE E | CLOVERDALE | California | 95425 | 707-894-8560 | 707-894-8541 |
| 4042 | ROSS | SHERYL | CA165 | 1865 HERNDON AVE STE K | CLOVIS | California | 93611 | 559-323-7555 | 559-323-0555 |
| 1766 | MCNEILL | JOSEPH | CA181 | 1040 S MT VERNON AVE STE G | Colton | California | 92324-4228 | 909-514-1150 | 909-422-0633 |
| 5391 | TRUJILLO | JOHN | CA106 | 5211 WASHINGTON BLVD STE #2 | COMMERCE | California | 90040 | 323-261-5441 | 323-261-5028 |
| 75 | TAMISIEA | JOHN | CA119 | 1647 WILLOW PASS RD | Concord | California | 94520-2611 | 925-680-6510 | 925-827-4837 |
| 190 | TAMURA | TRICIA | CA119 | 5100-B1 CLAYTON RD | CONCORD | California | 94521-3165 | 925-689-6245 | 925-689-6249 |
| 854 | Johnson | David | CA119 | 4425-C TREAT BLVD | Concord | California | 94521-2704 | 925-825-4623 | 925-825-4755 |
| 1876 | THAI | ROBERT | CA181 | 1191 MAGNOLIA AVE STE D | CORONA | California | 92879 | 951-737-6161 | 951-737-6691 |
| 4203 | PAREKH | PRATIBHA | CA181 | 160 W FOOTHILL PKWY S STE 105 | Corona | California | 92882 | 951-280-9000 | 951-280-0135 |
| 5465 | WANG | ROBERT | CA181 | 7056 ARCHIBALD AVE STE 102 | Corona | California | 92880-8821 | 951-739-0055 | 951-736-5366 |
| 98 | PALAZUELOS | MARK | CA101 | 3334 E COAST HWY | Corona Del Mar | California | 92625-2328 | 949-673-0751 | 949-673-6509 |
| 1076 | RAMINENI | SAM | CA100 | 826 ORANGE AVE | Coronado | California | 92118-2619 | 619-435-7772 | 619-435-4760 |
| 6118 | PARROTT | MICHAEL | CA157 | 145 CORTE MADERA TOWN CTR | Corte Madera | California | 94925-1209 | 415-924-8696 | 415-924-3817 |
| 247 | PETERSON | GEORGE | CA101 | 2973 HARBOR BLVD | Costa Mesa | California | 92626-3912 | 714-557-2702 | 714-557-3044 |
| 3956 | GUSTAVSON | PHILLIP | CA101 | 1835 NEWPORT BLVD STE A-109 | Costa Mesa | California | 92627 | 949-722-0115 | 949-722-0116 |
| 1327 | PEDERSON | PAUL | CA106 | 10736 JEFFERSON BLVD | Culver City | California | 90230-4969 | 310-558-4778 | 310-558-3809 |
| 4646 | PATEL | KIRTI | CA111 | 20660 STEVENS CREEK BLVD | Cupertino | California | 95014 | 408-213-2191 | 408-213-2193 |
| 966 | SHAH | MIHIR | CA146 | 235 WESTLAKE CENTER | Daly City | California | 94015 | 650-991-4444 | 650-992-4455 |
| 6096 | SORIANO | JESSICA | CA146 | 6748 MISSION ST | Daly City | California | 94014 | 650-777-7892 | 650-777-7186 |
| 3694 | LOCKETT | MICHAEL | CA101 | 34145 PACIFIC COAST HIGHWAY | Dana Point | California | 92629-2808 | 949-248-9150 | 949-248-9151 |
| 318 | TAMISIEA | JOHN | CA119 | 696 SAN RAMON VALLEY BLVD | Danville | California | 94526-4022 | 925-838-0052 | 925-838-4630 |
| 3288 | PATEL | MANUBHAI | CA119 | 9000 CROW CANYON RD STE S | Danville | California | 94506 | 925-736-9881 | 925-736-9883 |
| 4811 | MALHOTRA | RAJNISH | CA150 | 140 B ST STE 5 | DAVIS | California | 95616 | 530-747-0500 | 530-747-0518 |
| 2506 | MAHMOUDI | FARROKH | CA100 | 1155 CAMINO DEL MAR | Del Mar | California | 92014-2605 | 858-755-2800 | 858-755-1104 |
| 5062 | Barten | Floyd | CA181 | 14080 PALM DR STE D | Desert Hot Springs | California | 92240 | 760-329-2309 | 760-329-2939 |
| 3890 | PATEL | RITA | CA106 | 1142 S DIAMOND BAR BLVD | Diamond Bar | California | 91765 | 909-861-2401 | 909-861-5902 |
| 4406 | DEWITT | CHARLES | CA119 | 14850 HWY 4 STE A | Discovery Bay | California | 94505 | 925-240-5631 | 925-240-7631 |
| 1353 | WARD | CHAD | CA150 | 1285 STRATFORD AVE STE G | DIXON | California | 95620 | 707-678-6115 | 707-678-6204 |
| 5461 | VILLA | NELL | CA106 | 8504 FIRESTONE BLVD | Downey | California | 90241-4926 | 562-862-9995 | 562-862-9983 |
| 3591 | AMIRIAN | VACHE | CA106 | 1191 HUNTINGTON DR | Duarte | California | 91010-2400 | 626-301-9703 | 626-301-9934 |
| 953 | PANDEY | SHILPA | CA139 | 7172 REGIONAL ST | Dublin | California | 94568 | 925-828-5638 | 925-828-3746 |
| 6449 | BHUPTANI | PRITY | CA139 | 3736 FALLON RD | DUBLIN | California | 94568 | 925-875-9340 | 925-875-9351 |
| 2869 | Cook | Jeff | CA100 | 13465 CAMINO CANADA STE 106 | El Cajon | California | 92021 | 619-390-1155 | 619-390-1175 |
| 4144 | Hughes | Ryane | CA100 | 771 JAMACHA RD | El Cajon | California | 92019 | 619-440-7941 | 619-440-7960 |
| 1179 | SHAH | MIHIR | CA119 | 3060 EL CERRITO PLAZA | El Cerrito | California | 94530-4002 | 510-528-9444 | 510-528-9441 |
| 2681 | HENDERSON | JOSEPH | CA150 | 3941 PARK DR STE 20 | El Dorado Hills | California | 95762-4549 | 916-939-3632 | 916-939-3645 |
| 2991 | KIM | JOHN | CA106 | 214 MAIN ST | El Segundo | California | 90245-3803 | 310-640-8589 | 310-640-8389 |
| 1040 | HIGLEY | GREG | CA150 | 8698 ELK GROVE BLVD STE 1 | ELK GROVE | California | 95624-3300 | 916-685-7885 | 916-685-5255 |
| 4298 | NGUYEN | DUY | CA150 | 4801 LAGUNA BLVD STE 105 | ELK GROVE | California | 95758 | 916-399-4200 | 916-399-4202 |
| 4853 | NGUYEN | DUY | CA150 | 9630 BRUCEVILLE RD #106 | ELK GROVE | California | 95758 | 916-714-8000 | 916-714-8063 |
| 5363 | DHALIWAL | BALBIR | CA150 | 9328 ELK GROVE BLVD STE 105 | Elk Grove | California | 95624 | 916-686-7404 | 916-686-7409 |
| 4589 | VERMA | RAJEEV | CA139 | 2340 POWELL ST | Emeryville | California | 94608 | 510-547-9877 | 510-547-6877 |
| 28 | LYON | DAVE | CA100 | 270 N EL CAMINO REAL | Encinitas | California | 92024 | 760-942-7147 | 760-942-0426 |

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| 746 | Razmazma | Farivar | CA100 | 315 S COAST HWY 101 STE U | Encinitas | California | 92024-3555 | 760-943-8664 | 760-943-8665 |
| 3085 | EVANS | DONNA | CA100 | 1042 N EL CAMINO REAL SUITE B | Encinitas | California | 92024 | 760-944-9441 | 760-944-9448 |
| 6147 | CASEY | JOSEPH | CA106 | 16350 VENTURA BLVD STE D | Encino | California | 91436 | 818-907-0981 | 818-907-0987 |
| 547 | GUENDLING | MIKE | CA100 | 306 W EL NORTE PKWY STE N | Escondido | California | 92026 | 760-746-3388 | 760-746-1197 |
| 5590 | VANETTES | CARY | CA100 | 1507 E VALLEY PKWY STE 3 | Escondido | California | 92027 | 760-738-8550 | 760-738-8510 |
| 2235 | TIECK | HAVEN | CA227 | 3144 BROADWAY ST STE 4 | Eureka | California | 95501 | 707-445-3820 | 707-445-3749 |
| 2110 | ATWAL | INDER | CA150 | 2401-A WATERMAN BLVD STE 4 | Fairfield | California | 94533 | 707-425-1899 | 707-425-4932 |
| 3954 | ATWAL | INDER | CA150 | 5055 BUSINESS CENTER DR STE 108 | Fairfield | California | 94534 | 707-207-0470 | 707-207-0417 |
| 3607 | CHURCH | BRIAN | CA100 | 1119 S MISSION AVE | Fallbrook | California | 92028-3225 | 760-728-7799 | 760-728-7068 |
| 1132 | SHELAT | NIMISH | CA150 | 705 E BIDWELL ST STE 2 | FOLSOM | California | 95630 | 916-983-3060 | 916-983-3424 |
| 3928 | SMITH | ROBERT | CA150 | 13389 FOLSOM BLVD Ste 300 | FOLSOM | California | 95630 | 916-608-9400 | 916-608-9222 |
| 4366 | DEWITT | JEFFERY | CA150 | 2795 E BIDWELL ST #100 | FOLSOM | California | 95630 | 916-817-2233 | 916-817-2244 |
| 5255 | THOMAS | JEROME | CA181 | 15218 SUMMIT AVE STE 300 | Fontana | California | 92336 | 909-899-8917 | 909-899-8957 |
| 5778 | THOMAS | JEROME | CA181 | 16155 SIERRA LAKES PKWY #160 | Fontana | California | 92336 | 909-854-0000 | 909-854-0001 |
| 6176 | THOMAS | JEROME | CA181 | 11251 SIERRA AVE #2E | Fontana | California | 92337 | 909-356-9400 | 909-356-9401 |
| 6016 | GIZER | GENC | CA101 | 27472 PORTOLA PKWY #205 | Foothill Ranch | California | 92610 | 949-305-2247 | 949-215-2658 |
| 244 | SAN GABRIEL | JOSE | CA146 | 969-G EDGEWATER BLVD | Foster City | California | 94404-3760 | 650-572-9100 | 650-572-9395 |
| 4153 | PANDEY | SHILPA | CA146 | 1098 FOSTER CITY BLVD STE 106 | Foster City | California | 94404 | 650-341-4000 | 650-341-5005 |
| 351 | KLINE | NICHOLAS | CA101 | 18627 BROOKHURST ST | Fountain Valley | California | 92708-6748 | 714-968-4087 | 714-963-2105 |
| 4879 | Lejak | Brian | CA101 | 17870 NEWHOPE ST STE 104 | Fountain Valley | California | 92708 | 714-429-0799 | 714-429-0831 |
| 217 | SHARIF | FAZALE | CA139 | 39120 ARGONAUT WAY | FREMONT | California | 94538-1304 | 510-791-1122 | 510-791-0271 |
| 602 | SHETH | BABUL | CA139 | 47000 WARM SPRINGS BLVD STE 1 | Fremont | California | 94539-7467 | 510-656-1667 | 510-656-3008 |
| 1640 | Mistry | Parimal | CA139 | 40087 MISSION BLVD | FREMONT | California | 94539-3680 | 510-438-9474 | 510-438-9919 |
| 1805 | Gandhi | Shailesh | CA139 | 3984 WASHINGTON BLVD | FREMONT | California | 94538-4954 | 510-226-7690 | 510-226-7692 |
| 6139 | PATEL | BHARAT | CA139 | 35640 FREMONT BLVD | FREMONT | California | 94536-3420 | 510-742-1400 | 510-742-1414 |
| 2118 | GARRARD | ELESITA | CA165 | 438 E SHAW | Fresno | California | 93710 | 559-225-6153 | 559-225-6156 |
| 6380 | CARLISLE | W | CA165 | 6569 N. Riverside Drive, Ste 102 | FRESNO | California | 93722-9307 | 559-275-4800 | 559-275-4801 |
| 6515 | ROSS | SHERYL | CA165 | 7726 N 1st ST | FRESNO | California | 93720 | 559-261-2600 | 559-261-2606 |
| 6629 | Montejano | Albert | CA165 | 2037 W BULLARD AVE | FRESNO | California | 93711-1200 | 559-432-5011 | 559-432-5012 |
| 1706 | PAKENHAM | ADRIENNE | CA101 | 1038 E BASTANCHURY RD | Fullerton | California | 92835-2786 | 714-256-2550 | 714-256-2540 |
| 4097 | Bhagat | Avadhesh | CA101 | 2271 W MALVERN AVE | FULLERTON | California | 92833 | 714-870-4100 | 714-870-4106 |
| 5195 | RAFI | RAMIN | CA101 | 3224 YORBA LINDA BLVD | FULLERTON | California | 92831 | 714-528-9200 | 714-528-4877 |
| 6253 | ALVAREZ | ENGRACIO | CA101 | 1105 S EUCLID ST STE D | FULLERTON | California | 92832 | 714-447-8888 | 714-447-8880 |
| 5301 | PATEL | DINU | CA101 | 9877 CHAPMAN AVE STE D | Garden Grove | California | 92841 | 714-590-2099 | 714-590-2199 |
| 617 | CHO | JOHN | CA106 | 15507 S NORMANDIE AVE (GARDENA PLAZA) | GARDENA | California | 90247-4028 | 310-516-7853 | 310-516-0376 |
| 236 | SMITH | WILMA | CA111 | 353 E 10TH ST STE E | Gilroy | California | 95020-6500 | 408-847-4587 | 408-848-5651 |
| 6319 | PAP | CSABA | CA106 | 350 N GLENDALE AVE STE B | GLENDALE | California | 91206 | 818-241-6300 | 818-241-6301 |
| 893 | YU | BOBBY | CA106 | 417 W FOOTHILL BLVD #B | Glendora | California | 91741 | 626-963-2374 | 626-963-1367 |
| 1614 | DAVIS | SONYA | CA150 | 11230 GOLD EXPRESS DR STE #310 | Gold River | California | 95670-4484 | 916-852-6390 | 916-852-0641 |
| 1514 | COBB | JANICE | CA144 | 5662 CALLE REAL | Goleta | California | 93117-2317 | 805-967-2933 | 805-967-1859 |
| 4773 | DEMOURKAS | THOMAS | CA144 | 7127 HOLLISTER AVE #25A | Goleta | California | 93117 | 805-562-8212 | 805-562-8457 |
| 672 | LEE | JOHN | CA106 | 18017 CHATSWORTH ST | Granada Hills | California | 91344 | 818-360-6144 | 818-360-0212 |
| 4764 | CHU | SHALLY | CA106 | 11856 BALBOA BLVD | Granada Hills | California | 91344 | 818-368-0097 | 818-368-0067 |
| 5417 | Elliott | David | CA150 | 111 BANK ST | GRASS VALLEY | California | 95945 | 530-272-6000 | 530-272-6999 |
| 2032 | DEMPSEY | CHRIS | CA157 | 336 BON AIR CTR | Greenbrae | California | 94904 | 415-925-1555 | 415-925-0335 |
| 5756 | ADAMS | PATRICIA | CA227 | 2 EAST GRIDLEY RD STE B | Gridley | California | 95948 | 530-846-1177 | 530-846-1188 |
| 1604 | GARCIA | CARLOS | CA146 | 80 N CABRILLO HWY STE Q | Half Moon Bay | California | 94019 | 650-726-3091 | 650-726-3093 |
| 3921 | ROSS | SHERYL | CA165 | 240 NORTH 12TH AVENUE STE #109 | Hanford | California | 93230 | 559-583-7600 | 559-583-7668 |
| 5575 | WONG | WYLIE | CA106 | 2851 WEST 120TH ST STE E | HAWTHORNE | California | 90250 | 323-777-8388 | 323-777-8188 |

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| 1252 | XU | KENNETH | CA139 | 25125 SANTA CLARA ST | Hayward | California | 94544-2109 | 510-670-0607 | 510-670-1025 |
| 3796 | SHAH | MIHIR | CA139 | 22568 MISSION BLVD | HAYWARD | California | 94541 | 510-690-0200 | 510-690-0220 |
| 4013 | PATEL | DENY | CA139 | 30042 MISSION BLVD STE #121 | HAYWARD | California | 94544 | 510-324-8840 | 510-324-8850 |
| 5831 | KAKKAR | JASWINDER | CA139 | 1179 WEST A ST | HAYWARD | California | 94541 | 510-782-8669 | 510-782-8633 |
| 2566 | CINOLLO | LAURA | CA157 | 1083 VINE ST | Healdsburg | California | 95448-4830 | 707-433-0396 | 707-433-0399 |
| 1745 | FARMER | CRYSTAL | CA181 | 140 E STETSON AVE | Hemet | California | 92543-7139 | 951-765-5658 | 951-765-5660 |
| 2796 | MITCHELL | SUNDAY | CA119 | 1511 SYCAMORE AVE STE M | Hercules | California | 94547-1770 | 510-245-7060 | 510-245-7061 |
| 943 | HEWITT JR | VINCENT | CA106 | 703 PIER AVE STE B | Hermosa Beach | California | 90254 | 310-374-4420 | 310-374-0134 |
| 6396 | SANCHEZ | MISTY | CA181 | 16808 MAIN ST STE D | HESPERIA | California | 92345 | 760-995-4546 | 760-995-4548 |
| 1703 | STARK | WALTER | CA181 | 7231 BOULDER AVE | Highland | California | 92346-3313 | 909-425-8998 | 909-425-1650 |
| 4512 | NAMI | STEPHEN | CA166 | 201-A MCCRAY ST | Hollister | California | 95023 | 831-636-5201 | 831-636-5203 |
| 15 | GOENAWAN | VIVI | CA101 | 7071 WARNER AVE STE F | Huntington Beach | California | 92647 | 714-848-4375 | 714-841-1542 |
| 1115 | BARMINOV | YURIY | CA101 | 18685 MAIN ST STE 101 | Huntington Beach | California | 92648-1710 | 714-848-8118 | 714-848-7139 |
| 4415 | LASKOWSKI | LEA | CA101 | 8941 ATLANTA AVE | Huntington Beach | California | 92646 | 714-960-5771 | 714-960-5788 |
| 4482 | GRABOWSKI | STEPHEN | CA101 | 412 OLIVE AVE (DOWNTOWN) | Huntington Beach | California | 92648-1510 | 714-960-8600 | 714-960-8630 |
| 5424 | VAN KOOY | JENNEL | CA101 | 16835 ALGONQUIN ST | Huntington Beach | California | 92649 | 714-840-3850 | 714-840-3831 |
| 6489 | Penaloza | Erika | CA106 | 5924 Pacific Blvd | Huntington Park | California | 90255 | 323-586-0233 | 323-586-0244 |
| 32 | MODY | MAYUR | CA101 | 14252 CULVER DR | Irvine | California | 92604-0317 | 949-559-9007 | 949-559-5704 |
| 49 | Kim | Sunghye | CA101 | 4790 IRVINE BLVD STE 105 | IRVINE | California | 92620-1998 | 714-730-5721 | 714-730-0827 |
| 550 | SHETH | BABUL | CA101 | 3972 BARRANCA PKWY STE J | Irvine | California | 92606-8291 | 949-857-0441 | 949-857-1637 |
| 1165 | SHETH | BABUL | CA101 | 5405 ALTON PKWY STE 5A | Irvine | California | 92604-3717 | 949-559-5470 | 949-559-5487 |
| 6127 | LEE | MIA | CA101 | 14271 JEFFREY RD | IRVINE | California | 92620 | 949-552-6649 | 949-552-1941 |
| 6444 | PETERSON | GEORGE | CA101 | 4113 Pereira DR BLDG G RM 203 | IRVINE | California | 92697 | 949-509-9205 | 949-509-9245 |
| 5835 | SINGH | PARMINDER | CA165 | 968 SIERRA ST | Kingsburg | California | 93631 | 559-897-7171 | 559-897-7799 |
| 3262 | DINGLE | DANIEL | CA106 | 466 FOOTHILL BLVD | La Canada | California | 91011 | 818-952-0981 | 818-952-0984 |
| 4353 | PAP | CSABA | CA106 | 2629 FOOTHILL BLVD | La Crescenta | California | 91214 | 818-957-7555 | 818-957-7151 |
| 4403 | Rosal | Agustin | CA101 | 2121 W IMPERIAL HWY STE E | LA HABRA | California | 90631 | 562-266-3600 | 562-266-3601 |
| 5126 | CHOI | DELON | CA101 | 921 N HARBOR BLVD | La Habra | California | 90631-3103 | 562-690-6848 | 562-690-6845 |
| 3 | AMIN | NIMISHA | CA100 | 5580 LA JOLLA BLVD | La Jolla | California | 92037-7651 | 858-459-4077 | 858-459-3025 |
| 163 | STEIN | DENNIS | CA100 | 7660-H FAY AVE | La Jolla | California | 92037-4843 | 858-454-3131 | 858-454-4523 |
| 299 | EBERHARDT | DEBRA | CA100 | 3755 AVOCADO BLVD | LA MESA | California | 91941-7301 | 619-670-1002 | 619-670-1004 |
| 2080 | WEINSTEIN | LARRY | CA100 | 7918 EL CAJON BLVD STE N | LA MESA | California | 91942 | 619-698-4400 | 619-698-4422 |
| 4781 | JOHNSTON | JUDY | CA181 | 79-405 US HWY 111 #9 | La Quinta | California | 92253 | 760-771-6311 | 760-771-6322 |
| 6408 | ROBINSON | ANDRE | CA106 | 2105 Foothill Blvd STE B | La Verne | California | 91750 | 909-392-5544 | 909-392-5546 |
| 4483 | ANSARI | MANOUCHEHR | CA101 | 27762 ANTONIO PKWY STE L-1 | Ladera Ranch | California | 92694 | 949-218-2200 | 949-218-2201 |
| 202 | MEYER | DOUGLAS | CA119 | 3527 MT DIABLO BLVD | LAFAYETTE | California | 94549-3815 | 925-284-1377 | 925-284-9442 |
| 120 | MEISBERGER | MARK | CA101 | 668 NORTH COAST HWY | Laguna Beach | California | 92651 | 949-494-4420 | 949-494-9850 |
| 115 | DANG | HUY | CA101 | 24881 ALICIA PKWY STE E | Laguna Hills | California | 92653-4696 | 949-855-8544 | 949-951-4605 |
| 5165 | KENDALL | CHARLES | CA101 | 24310 MOULTON PARKWAY SUITE O | Laguna Hills | California | 92637 | 949-855-8906 | 949-855-1914 |
| 890 | Harrison | Kirk | CA101 | 28241 CROWN VALLEY PKWY STE F | Laguna Niguel | California | 92677 | 949-831-1878 | 949-831-1327 |
| 1329 | Patel | Jigarkumar | CA101 | 30251 GOLDEN LANTERN STE E | Laguna Niguel | California | 92677 | 949-249-1200 | 949-249-3100 |
| 4529 | BIRKINSHAW | GEREMY | CA101 | 30262 CROWN VALLEY PKWY STE B | Laguna Niguel | California | 92677 | 949-363-0630 | 949-363-0632 |
| 2706 | KELLEHER | PATRICIA | CA181 | 31500 GRAPE ST STE 3 | Lake Elsinore | California | 92532-9702 | 951-471-0090 | 951-471-0798 |
| 26 | KRYZALKA | JEAN | CA101 | 25422 TRABUCO RD STE 105 | Lake Forest | California | 92630-2790 | 949-859-7193 | 949-859-7351 |
| 5276 | DALAEI | HORMOZ | CA101 | 23785 EL TORO RD | Lake Forest | California | 92630 | 949-206-9715 | 949-206-9717 |

| Center | Owner Last Name | Owner First Name | Area | Address | City | State | Zip | Phone | Fax |
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| 5161 | BOARDMAN | LAWRENCE | CA227 | 371 LAKEPORT BLVD | LAKEPORT | California | 95453 | 707-263-6105 | 707-263-6106 |
| 5262 | HILL | LAWRENCE | CA100 | 9562 WINTER GARDENS BLVD | Lakeside | California | 92040 | 619-443-0563 | 619-443-0737 |
| 168 | KIM | D | CA106 | 4067 HARDWICK ST | LAKEWOOD | California | 90712-2324 | 562-408-2383 | 562-408-2745 |
| 6490 | Mota | Javier | CA106 | 11138 E Del Almo BLVD | LAKEWOOD | California | 90715 | 562-860-6001 | 562-860-6110 |
| 2531 | YOON | DONG | CA106 | 2010 WEST AVENUE K | LANCASTER | California | 93536-5229 | 661-726-9135 | 661-726-9164 |
| 4059 | PATEL | ANISH | CA150 | 69 Lincoln Blvd, Ste A | LINCOLN | California | 95648 | 916-408-0319 | 916-408-0325 |
| 476 | SAHI | HARPAL | CA139 | 849 E STANLEY BLVD | Livermore | California | 94550-4008 | 925-449-7763 | 925-449-4647 |
| 1931 | SAHI | HARPAL | CA139 | 4435 FIRST ST | Livermore | California | 94551-2215 | 925-606-1659 | 925-606-1699 |
| 4722 | BELMONT | EDWARD | CA139 | 1452 N VASCO RD | Livermore | California | 94551 | 925-449-9959 | 925-449-9969 |
| 5901 | PARKER | DONALD | CA226 | 2715 W KETTLEMAN LANE STE 203 | Lodi | California | 95242 | 209-366-1111 | 209-366-1133 |
| 2079 | EVANS | CAROL | CA144 | 1305 N H ST STE A | Lompoc | California | 93436 | 805-736-0555 | 805-737-0346 |
| 1116 | RODRIGUEZ | CORINA | CA106 | 6285 E SPRING ST | LONG BEACH | California | 90808 | 562-982-1430 | 562-982-1432 |
| 2896 | BERGIN | JOSEPH | CA106 | 65 PINE AVE | LONG BEACH | California | 90802 | 562-491-0449 | 562-624-1122 |
| 4466 | WINGFIELD | ANTHONY | CA106 | 3553 ATLANTIC AVE | LONG BEACH | California | 90807 | 562-981-6245 | 562-981-6248 |
| 4596 | LI | WENJIE | CA106 | 4508 ATLANTIC AVE #A | LONG BEACH | California | 90807 | 562-428-7774 | 562-428-7713 |
| 5212 | JIANG | ANNA | CA106 | 2201 N LAKEWOOD BLVD STE D | Long Beach | California | 90815 | 562-597-1819 | 562-597-5255 |
| 5658 | Mirmiran | Mahin | CA106 | 3350 E 7TH ST | LONG BEACH | California | 90804 | 562-434-8595 | 562-434-8325 |
| 6543 | BECKAS | SPIRO | CA106 | 4712 E 2nd St | LONG BEACH | California | 90803-5309 | 562-433-8900 | 562-433-9600 |
| 3689 | SHETH | BABUL | CA111 | 171 MAIN ST | Los Altos | California | 94022-2912 | 650-949-1559 | 650-949-1569 |
| 6289 | Bolisetty | Prasad | CA111 | 650 FREMONT AVE STE B | Los Altos | California | 94024 | 650-397-5641 | 650-397-5643 |
| 12 | Kanaan | Abraham | CA106 | 10573 W PICO BLVD | Los Angeles | California | 90064-2348 | 310-474-7383 | 310-474-7705 |
| 1211 | THANARATNA M | TILAK | CA106 | 11301 W OLYMPIC BLVD STE 121 | Los Angeles | California | 90064 | 310-445-4014 | 310-445-4016 |
| 1437 | SEILING | BRYAN | CA106 | 8391 BEVERLY BLVD | Los Angeles | California | 90048-2633 | 323-655-9980 | 323-655-9889 |
| 3939 | WILLIAMS | CHERYL | CA106 | 8033 SUNSET BLVD | Los Angeles | California | 90046 | 323-848-8300 | 323-848-8314 |
| 4034 | DASH | CATHERINE | CA106 | 4859 WEST SLAUSON UNIT A | Los Angeles | California | 90056 | 323-291-4800 | 323-291-4835 |
| 4208 | DASH | CATHERINE | CA106 | 10401 VENICE BLVD #106 | Los Angeles | California | 90034 | 310-287-2269 | 310-287-2274 |
| 4276 | WICKRAMASEKARAN | LEKHA | CA106 | 5482 WILSHIRE BLVD | Los Angeles | California | 90036 | 323-939-6001 | 323-939-6022 |
| 4381 | CASEY | JOSEPH | CA106 | 5419 HOLLYWOOD BLVD STE C | Los Angeles | California | 90027 | 323-460-6323 | 323-460-4577 |
| 4672 | AMIRIAN | VACHE | CA106 | 2202 S FIGUEROA ST | Los Angeles | California | 90007 | 213-749-1249 | 213-749-2013 |
| 4838 | Ghidotti | Anthony | CA106 | 4470 W SUNSET BLVD | Los Angeles | California | 90027 | 323-644-2621 | 323-644-2622 |
| 4896 | YANG | JOHN | CA106 | 11870 SANTA MONICA BLVD #106 | Los Angeles | California | 90025 | 310-207-1530 | 310-207-1531 |
| 4977 | CASEY | JOSEPH | CA106 | 645 WEST 9TH ST UNIT 110 | Los Angeles | California | 90015 | 213-620-0081 | 213-620-0083 |
| 5283 | PAK | JEFF | CA106 | 1171 S ROBERTSON BLVD | Los Angeles | California | 90035 | 310-860-0856 | 310-947-3509 |
| 5917 | DUONG | AMY | CA106 | 3183 WILSHIRE BLVD STE #196 | Los Angeles | California | 90010 | 213-351-1338 | 213-351-1313 |
| 6310 | Kim | John Ki Su | CA106 | 1905 N Wilcox Ave | Los Angeles | California | 90068 | 323-845-0767 | 323-845-0257 |
| 6571 | BATTLE | JAMES | CA106 | 907 Westwood Blvd | Los Angeles | California | 90024 | 310-208-0828 | 310-208-0899 |
| 5477 | Pereira | Stephanie | CA165 | 1350 E PACHECO BLVD STE B | Los Banos | California | 93635 | 209-826-3055 | 209-826-3755 |
| 119 | ATKINS, SR. | ELROY | CA111 | 15466 LOS GATOS BLVD #109 | Los Gatos | California | 95032-2550 | 408-356-9194 | 408-356-5882 |
| 6267 | SHAH | NITIN | CA111 | 481 N Santa Cruz Ave | Los Gatos | California | 95030 | 408-399-5400 | 408-399-8080 |
| 5636 | CARRANZA | MIRIAM | CA106 | 10910 LONG BEACH BLVD STE 103 | Lynwood | California | 90262 | 310-868-5969 | 310-868-5970 |
| 5042 | HENEBURY MURRAY | LISA | CA165 | 2370 W CLEVELAND AVE STE 108 | Madera | California | 93637 | 559-664-1150 | 559-664-1736 |
| 6370 | MINA | JOSEPH | CA106 | 23823 Malibu RD STE 50 | MALIBU | California | 90265 | 310-456-6226 | 310-456-9339 |
| 1830 | OHANNESIAN | VARTOUHIE | CA106 | 1601 N SEPULVEDA BLVD | Manhattan Beach | California | 90266-5111 | 310-545-1260 | 310-545-6119 |
| 1659 | BHULLER | MANDEEP | CA226 | 1112 N MAIN ST | Manteca | California | 95336-3208 | 209-825-2000 | 209-825-2002 |
| 3508 | ROGERS | CLIFFORD | CA226 | 1169 S MAIN ST | Manteca | California | 95337-3207 | 209-825-2001 | 209-825-1004 |
| 4398 | WILLIAMS SR | MICHAEL | CA106 | 12405 VENICE BLVD | Mar Vista | California | 90066 | 310-915-6580 | 310-915-6590 |
| 454 | SMITH | JOE | CA166 | 266 RESERVATION RD SUITE F | Marina | California | 93933 | 831-384-9516 | 831-384-9535 |
| 774 | ZOUAIN | MICHAEL | CA106 | 13428 MAXELLA AVE | Marina Del Rey | California | 90292 | 310-827-4000 | 310-306-3139 |
| 4446 | ZOUAIN | MICHAEL | CA106 | 4712 ADMIRALTY WAY | Marina Del Rey | California | 90292 | 310-827-9002 | 310-823-4115 |
| 5581 | ZOUAIN | MICHAEL | CA106 | 578 WASHINGTON BLVD | Marina Del Rey | California | 90292 | 310-827-4757 | 310-827-4756 |
| 272 | KNUTSON | GERALD | CA119 | 1155-C ARNOLD DR | Martinez | California | 94553-4104 | 925-372-7662 | 925-372-6507 |

| Center | Owner Last Name | Owner First Name | Area | Address | City | State | Zip | Phone | Fax |
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| 795 | ANAND | RAKESH | CA119 | 6680 ALHAMBRA AVE | MARTINEZ | California | 94553-6105 | 925-932-0503 | 925-932-5776 |
| 5143 | GONZALEZ | PATRICIA | CA181 | 26025 NEWPORT RD STE A | Menifee | California | 92584 | 951-246-4855 | 951-246-3686 |
| 865 | SHETH | BABUL | CA146 | 405 EL CAMINO REAL | Menlo Park | California | 94025-5240 | 650-326-4415 | 650-326-0861 |
| 2388 | PATEL | BHARAT | CA146 | 325 SHARON PARK DR | Menlo Park | California | 94025-6805 | 650-233-1953 | 650-233-1917 |
| 2452 | BRANHAM-CAMBOIA | SHARON | CA165 | 3144 G STREET STE 125 | Merced | California | 95340-1385 | 209-723-8543 | 209-723-6014 |
| 2048 | WALKER (Deceased) | ROBERT | CA157 | 773 EAST BLITHEDALE AVE | Mill Valley | California | 94941 | 415-380-0340 | 415-380-0345 |
| 1444 | SHETH | SHASHI | CA146 | 423 BROADWAY | Millbrae | California | 94030 | 650-697-3246 | 650-697-3341 |
| 574 | SHAH | SAUMIL | CA111 | 142 N MILPITAS BLVD | Milpitas | California | 95035-4401 | 408-946-4140 | 408-946-4191 |
| 4688 | WANG | ROBERT | CA181 | 12523 LIMONITE AVE #440 | Mira Loma | California | 91752 | 951-361-1932 | 951-361-1960 |
| 11 | MODY | MAYUR | CA101 | 25108 MARGUERITE PKWY STE A | Mission Viejo | California | 92692 | 949-837-6245 | 949-837-7250 |
| 844 | STOEVE | MARK | CA101 | 23052 ALICIA PKWY STE H | Mission Viejo | California | 92692 | 949-830-6245 | 949-458-6245 |
| 6082 | PEREZ | DANIEL | CA101 | 27525 PUERTA REAL STE 100 | Mission Viejo | California | 92691 | 949-297-8484 | 949-297-8486 |
| 1506 | STOECK | KAREY | CA226 | 2401 E ORANGEBURG AVE | MODESTO | California | 95355-3351 | 209-524-0900 | 209-524-1201 |
| 6043 | NGUYEN | THUY | CA226 | 3848 MCHENRY AVE STE 135 | Modesto | California | 95356 | 209-527-2568 | 209-527-2678 |
| 4259 | LIM | SUNG | CA101 | 14 MONARCH BAY PLAZA | Monarch Beach | California | 92629 | 949-481-9253 | 949-481-9254 |
| 1831 | Chan | Michael | CA106 | 710 S Myrtle AVE | Monrovia | California | 91016-2171 | 626-357-7606 | 626-357-7447 |
| 2778 | HAYAKAWA | SHIGERU | CA106 | 1012 W BEVERLY BLVD | Montebello | California | 90640-4139 | 323-721-7529 | 323-721-8659 |
| 6391 | Magna | Hedy | CA106 | 1500 Washington Blvd | Montebello | California | 90640 | 323-473-3366 | 323-721-7886 |
| 40 | QUINNELL | CRISTI | CA144 | 1187 COAST VILLAGE RD SUITE 1 | Montecito | California | 93108 | 805-969-5888 | 805-969-1725 |
| 459 | HUSTON | LINDA | CA166 | 484 WASHINGTON ST STE B | MONTEREY | California | 93940-3052 | 831-646-5445 | 831-646-0951 |
| 1098 | ROSSI | JENNIFER | CA166 | 395 DEL MONTE CENTER | MONTEREY | California | 93940 | 831-655-0266 | 831-655-2858 |
| 3007 | HUSTON | LINDA | CA166 | 798 LIGHTHOUSE AVE | MONTEREY | California | 93940 | 831-643-1655 | 831-643-0222 |
| 5051 | FONG | FRANCIS | CA106 | 201 WEST GARVEY AVE #102 | Monterey Park | California | 91754 | 626-280-8012 | 626-280-8007 |
| 2686 | PAP | CSABA | CA106 | 2029 VERDUGO BLVD | MONTROSE | California | 91020-1626 | 818-957-3132 | 818-957-7509 |
| 2530 | COWAN | JAMES | CA144 | 530 LOS ANGELES AVE #115 | Moorpark | California | 93021-2079 | 805-531-9232 | 805-531-9233 |
| 2291 | MEYER | DOUGLAS | CA119 | 1480 MORAGA RD STE I | Moraga | California | 94556-2005 | 925-376-4480 | 925-388-0940 |
| 670 | SAMMO | ANTHONY | CA181 | 12625 FREDERICK ST STE I5 | Moreno Valley | California | 92553-5235 | 951-653-3451 | 951-653-1342 |
| 4851 | CASTRO | SHIRLEY | CA181 | 25920 IRIS AVE #13A | Moreno Valley | California | 92551 | 951-242-6300 | 951-242-6624 |
| 197 | SAHI | SHAMSHER | CA111 | 305 VINEYARD TOWN CENTER | Morgan Hill | California | 95037-5674 | 408-778-5858 | 408-779-0678 |
| 2702 | FRAME | GLENDA | CA166 | 630 QUINTANA RD | Morro Bay | California | 93442-1962 | 805-772-9284 | 805-772-4359 |
| 1847 | CHOI | HAERA | CA111 | 650 CASTRO ST STE 120 | Mountain View | California | 94041-2068 | 650-390-8400 | 650-390-8402 |
| 2847 | Ro | Dennis | CA111 | 530 SHOWERS DR STE 7 | MOUNTAIN VIEW | California | 94040-1457 | 650-948-0111 | 650-948-0120 |
| 1439 | KELLEHER | PATRICIA | CA181 | 25060 HANCOCK AVE | Murrieta | California | 92562-5959 | 951-698-4460 | 951-698-4464 |
| 4204 | CARLSON | STEVE | CA181 | 39252 WINCHESTER RD STE 107 | Murrieta | California | 92563 | 951-894-1164 | 951-894-1165 |
| 4327 | JORDAN | VINCENT | CA181 | 28039 SCOTT RD STE D | Murrieta | California | 92563 | 951-672-6606 | 951-672-9533 |
| 4379 | FORREST | SCOTT | CA181 | 23811 WASHINGTON AVE STE C-110 | Murrieta | California | 92562-2267 | 951-600-8313 | 951-600-8316 |
| 6011 | JORDAN | VINCENT | CA181 | 27890 CLINTON KEITH RD STE D | Murrieta | California | 92562 | 951-679-1023 | 951-679-8968 |
| 3940 | MYERS | WM | CA150 | 4225 SOLANO AVE | Napa | California | 94558 | 707-258-2454 | 707-258-2474 |
| 4516 | MYERS | WM | CA150 | 952 SCHOOL ST | Napa | California | 94559 | 707-265-6011 | 707-265-6012 |
| 1411 | PATEL | MANUBHAI | CA139 | 6167 JARVIS AVE | NEWARK | California | 94560-1210 | 510-793-9997 | 510-793-1187 |
| 3363 | PAHWA | PARDUMAN | CA139 | 39962 CEDAR BLVD | NEWARK | California | 94560 | 510-687-1792 | 510-687-1793 |
| 2871 | Seddiq | Bilal | CA144 | 1560 NEWBURY RD STE 1 STAGECOACH PLAZA | Newbury Park | California | 91320-3448 | 805-499-8190 | 805-498-8162 |
| 4114 | Marzullo | Frank | CA144 | 501 SOUTH REINO RD STE I | Newbury Park | California | 91320 | 805-214-9600 | 805-214-9929 |
| 962 | LEE | JOHN | CA106 | 23638 LYONS AVE | Newhall | California | 91321 | 661-253-0538 | 661-253-0576 |
| 4285 | LI | WENJIE | CA101 | 2549 EASTBLUFF DRIVE | Newport Beach | California | 92660 | 949-644-5822 | 949-644-5824 |
| 6203 | GUSTAVSON | PHILLIP | CA101 | 1024 BAYSIDE DR | Newport Beach | California | 92660-7462 | 949-706-0808 | 949-706-2828 |
| 6031 | CANBY | JILL | CA166 | 110 SOUTH MARY AVE STE 2 | Nipomo | California | 93444 | 805-929-0055 | 805-929-0056 |

| Center | Owner Last Name | Owner First Name | Area | Address | City | State | Zip | Phone | Fax |
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| 1062 | KISHAWI | MOHAMMAD | CA106 | 9018 BALBOA BLVD | Northridge | California | 91325 | 818-894-4993 | 818-894-6997 |
| 6477 | Star | Ernest | CA106 | 9227 Reseda Blvd | Northridge | California | 91324 | 818-709-6477 | 818-709-2711 |
| 79 | DEMPSEY | CHRIS | CA157 | 448 IGNACIO BLVD | Novato | California | 94949 | 415-883-1988 | 415-883-1210 |
| 2464 | CUDDY | ROBERT | CA157 | 936 B 7TH ST | Novato | California | 94945-3000 | 415-899-1686 | 415-899-1684 |
| 1297 | KAPILA | VANEET | CA144 | 638 LINDERO CANYON RD | OAK PARK | California | 91377-5457 | 818-597-8816 | 818-597-8818 |
| 1554 | NORDSTROM | WAYNE | CA226 | 1449 E F ST STE 101E | OAKDALE | California | 95361-9266 | 209-847-1247 | 209-847-7511 |
| 243 | VERMA | RAJEEV | CA139 | 6114 LA SALLE AVE | OAKLAND | California | 94611 | 510-339-9757 | 510-339-1100 |
| 1821 | VERMA | RAJEEV | CA139 | 360 GRAND AVE (PERKINS/GRAND) | Oakland | California | 94610-4840 | 510-835-1209 | 510-835-0651 |
| 3270 | PATEL | MANUBHAI | CA139 | 4096 PIEDMONT AVE | Oakland | California | 94611-5221 | 510-923-0550 | 510-923-0429 |
| 3357 | PATEL | MANUBHAI | CA139 | 1714 FRANKLIN ST #100 | Oakland | California | 94612-3409 | 510-251-8858 | 510-251-8860 |
| 920 | Sharma | Kajal | CA119 | 2063 MAIN ST | OAKLEY | California | 94561-3302 | 925-625-0221 | 925-625-5592 |
| 4113 | RICKERT | DANIELLE | CA100 | 1759 OCEANSIDE BLVD STE C | Oceanside | California | 92054 | 760-722-2442 | 760-722-6441 |
| 4868 | CHOI | INHWAN | CA100 | 3460 MARRON RD STE 103 | Oceanside | California | 92056 | 760-720-7800 | 760-720-7802 |
| 6268 | Mehrabani | Maziar | CA100 | 4225 Oceanside Blvd #H | Oceanside | California | 92056-3472 | 760-295-3705 | 760-305-8712 |
| 3531 | BROCKETT | TINA | CA181 | 1030 NORTH MOUNTAIN AVE | Ontario | California | 91762 | 909-986-2622 | 909-986-9943 |
| 5483 | BECKAS | SPIRO | CA181 | 2910 ARCHIBALD AVE #A | ONTARIO | California | 91761 | 909-947-6800 | 909-947-1230 |
| 18 | MODY | MAYUR | CA101 | 1439 W CHAPMAN AVE | Orange | California | 92868 | 714-634-0777 | 714-634-1007 |
| 2075 | PETERSON | GEORGE | CA101 | 8502 E CHAPMAN AVE | ORANGE | California | 92869 | 714-288-1040 | 714-288-1032 |
| 4464 | PAKENHAM | ADRIENNE | CA101 | 1442 E LINCOLN AVE | ORANGE | California | 92865 | 714-921-1182 | 714-921-4762 |
| 4583 | Pace | Celia | CA101 | 3419 E CHAPMAN AVE | ORANGE | California | 92869 | 714-538-0036 | 714-538-0201 |
| 5432 | DESAI | INDU | CA101 | 960 N TUSTIN ST | ORANGE | California | 92867 | 714-628-1829 | 714-628-1861 |
| 1157 | TREZZA | JAMES | CA150 | 8863 GREENBACK LN | Orangevale | California | 95662-4059 | 916-988-6302 | 916-988-9721 |
| 2643 | MORTIMER | THOMAS | CA119 | 21 ORINDA WAY STE C | Orinda | California | 94563 | 925-254-4490 | 925-254-8123 |
| 4777 | SAEPHAN | LIO | CA227 | 1900 ORO DAM BLVD E STE #12 | Oroville | California | 95966 | 530-533-4475 | 530-533-4483 |
| 885 | Sandhu | Jaspal | CA144 | 716 N VENTURA RD | Oxnard | California | 93030-4404 | 805-983-6034 | 805-983-4437 |
| 5858 | MATHER | DAVID | CA144 | 1237 S VICTORIA AVE | Oxnard | California | 93035 | 805-382-7600 | 805-382-7662 |
| 6279 | Ball | Alan | CA144 | 1650 E Gonzales RD | Oxnard | California | 93036-3700 | 805-983-6100 | 805-983-6177 |
| 3441 | PECCIANTI | SUE | CA166 | 1120 FOREST AVE | Pacific Grove | California | 93950-5145 | 831-655-4838 | 831-655-4830 |
| 1787 | BALCHANDANI | DEEPAK | CA106 | 15332 ANTIOCH ST | Pacific Palisades | California | 90272-3628 | 310-459-9739 | 310-459-1429 |
| 1906 | CHAN | VINCENT | CA146 | 446 OLD COUNTY RD #100 | Pacifica | California | 94044 | 650-738-0190 | 650-738-0192 |
| 933 | SHAPTER | GUY | CA181 | 44489 TOWN CENTER WY STE D | Palm Desert | California | 92260-2789 | 760-341-3111 | 760-341-7180 |
| 4553 | POWERS (Deceased) | PATRICK | CA106 | 38713 TIERRA SUBIDA AVE #200 | PALMDALE | California | 93551 | 661-273-8877 | 661-273-8881 |
| 969 | SHETH | BABUL | CA111 | 555 BRYANT ST | PALO ALTO | California | 94301-1704 | 650-326-5555 | 650-326-1475 |
| 4562 | SAHI | SHAMSHER | CA111 | 2625 MIDDLEFIELD RD | PALO ALTO | California | 94306 | 650-327-7147 | 650-327-7433 |
| 6105 | PATEL | VIKAL | CA111 | 855 EL CAMINO REAL STE 13A | PALO ALTO | California | 94301 | 650-391-9842 | 650-391-9852 |
| 5961 | HILLE | STEVEN | CA227 | 6616-D CLARK RD | Paradise | California | 95969 | 530-876-9053 | 530-876-9086 |
| 1346 | CHEUNG | PI-NING | CA106 | 3579 E FOOTHILL BLVD | Pasadena | California | 91107-3119 | 626-351-4721 | 626-351-4725 |
| 3268 | SALGADO | GUSTAVO | CA106 | 556 S FAIR OAKS AVE #101 | Pasadena | California | 91105 | 626-564-0690 | 626-564-0699 |
| 4359 | BRISTOW | THOMAS | CA106 | 1443 E WASHINGTON BLVD | Pasadena | California | 91104 | 626-529-0325 | 626-529-0327 |
| 6286 | BRISTOW | THOMAS | CA106 | 2335 E COLORADO BLVD STE 115 | Pasadena | California | 91107 | 626-304-0383 | 626-304-0352 |
| 6622 | BRISTOW | THOMAS | CA106 | 254 N LAKE AVE | Pasadena | California | 91101 | 626-229-9981 | 626-229-9986 |
| 1551 | FRAME | GLENDA | CA166 | 179 NIBLICK RD | Paso Robles | California | 93446-4845 | 805-237-8727 | 805-237-8721 |
| 6119 | ELWELL | BERNARD | CA166 | 2425 GOLDEN HILL RD STE 106 | Paso Robles | California | 93446-6385 | 805-237-7302 | 805-237-7313 |
| 995 | RUSSELL | CHARLENE | CA157 | 925 LAKEVILLE ST | Petaluma | California | 94952-3329 | 707-763-5005 | 707-763-2710 |
| 2795 | FOSTER | ROBERT | CA157 | 1390 N MCDOWELL BLVD STE G | Petaluma | California | 94954-7104 | 707-795-1328 | 707-795-6081 |
| 5113 | URIARTE | LOIS | CA181 | 4037 PHELAN RD STE A | Phelan | California | 92371 | 760-868-8920 | 760-868-8921 |
| 396 | Sanders | Tashawn | CA119 | 1564-A FITZGERALD DR | Pinole | California | 94564-2229 | 510-222-7780 | 510-222-0158 |

| Center | Owner Last Name | Owner First Name | Area | Address | City | State | Zip | Phone | Fax |
|--------|-----------------|------------------|-------|-------------------------------|-----------------------|------------|------------|--------------|--------------|
| 1064 | GEE | STEPHEN | CA119 | 640 BAILEY RD | PITTSBURG | California | 94565-4306 | 925-458-0919 | 925-458-0915 |
| 5984 | ROGERS | JAMES | CA119 | 2120 RAILROAD AVE STE 103 | PITTSBURG | California | 94565 | 925-318-4339 | 925-318-4341 |
| 4382 | Sadeghi | Bardia | CA101 | 650 N ROSE DR | Placentia | California | 92870 | 714-572-0600 | 714-572-0400 |
| 1513 | BULLIS | BARRY | CA150 | 1390 BROADWAY STE B | Placerville | California | 95667-5918 | 530-642-0601 | 530-642-0107 |
| 4924 | BULLIS | BARRY | CA150 | 3987 MISSOURI FLAT RD STE 340 | Placerville | California | 95667 | 530-622-9426 | 530-622-9469 |
| 3769 | HUTCHINSON | B | CA119 | 25A CRESCENT DRIVE | Pleasant Hill | California | 94523 | 925-356-0405 | 925-356-5674 |
| 6508 | Hood | Mark | CA119 | 52 Golf Club Road | PLEASANT HILL | California | 94523 | 925-349-6115 | 925-349-6301 |
| 345 | ESSAPOUR | SHAHROKH | CA139 | 1807 SANTA RITA RD STE D | PLEASANTON | California | 94566 | 925-846-0276 | 925-846-0581 |
| 1561 | PANDEY | SHILPA | CA139 | 4847 HOPYARD RD STE 4 | PLEASANTON | California | 94588-2713 | 925-416-1156 | 925-416-1161 |
| 3714 | ESSAPOUR | SHAHROKH | CA139 | 4000 PIMLICO DR STE 114 | PLEASANTON | California | 94588-3474 | 925-467-1927 | 925-467-1928 |
| 6291 | ESSAPOUR | SHAHROKH | CA139 | 6754 BERNAL AVE STE 740 | PLEASANTON | California | 94566 | 925-461-4877 | 925-461-4879 |
| 5894 | ROBINSON | ANDRE | CA106 | 101 W MISSION BLVD STE 110 | POMONA | California | 91766-1714 | 909-620-7131 | 909-620-7174 |
| 5538 | Hernandez | Andrea | CA144 | 567 WEST CHANNEL ISLANDS BLVD | Port Hueneme | California | 93041 | 805-382-2391 | 805-382-2491 |
| 2398 | CRUZ | JOHN | CA106 | 19360 RINALDI | Porter Ranch | California | 91326-1607 | 818-360-0144 | 818-366-1463 |
| 1307 | DURBIN | ANNELIE | CA165 | 1279 W HENDERSON AVE | Porterville | California | 93257-1454 | 559-783-6363 | 559-783-6365 |
| 5639 | KAKKAR | NIRMALJEET | CA146 | 3130 ALPINE RD STE 288 | Portola Valley | California | 94028-7549 | 650-529-1692 | 650-529-1693 |
| 2488 | RICKERT | DANIELLE | CA100 | 1672 MAIN ST STE E | Ramona | California | 92065-5257 | 760-789-1141 | 760-789-5517 |
| 4240 | NGUYEN | DUY | CA150 | 10824 OLSON DR STE C | Rancho Cordova | California | 95670 | 916-851-9763 | 916-851-9764 |
| 4566 | WALTERS | LORI | CA181 | 8816 WEST FOOTHILL BLVD #103 | Rancho Cucamonga | California | 91730 | 909-989-3211 | 909-989-2718 |
| 4859 | STARK | WALTER | CA181 | 12223 HIGHLAND AVE STE 106 | Rancho Cucamonga | California | 91739 | 909-463-2817 | 909-463-2818 |
| 5052 | ANHAEUSER | BARBARA | CA181 | 9668 MILLIKEN AVE STE 104 | Rancho Cucamonga | California | 91730 | 909-481-8180 | 909-481-2782 |
| 6476 | Mullen | Thomas | CA181 | 6371 HAVEN AVE STE 3 | Rancho Cucamonga | California | 91737 | 909-948-2008 | 909-948-2009 |
| 1672 | WILLIAMS JR | GARY | CA101 | 22431 ANTONIO PKWY B160 | Rancho Sta Marg | California | 92688-2804 | 949-858-1234 | 949-589-1234 |
| 4305 | HOWK | STEVE | CA227 | 1095 HILLTOP DR | Redding | California | 96003 | 530-226-5192 | 530-226-5194 |
| 449 | SAMMO | ANTHONY | CA181 | 700 E REDLANDS BLVD STE U | REDLANDS | California | 92373-6109 | 909-793-2099 | 909-798-5638 |
| 1419 | ZOUAIN | MICHAEL | CA106 | 409 N PACIFIC COAST HWY | Redondo Beach | California | 90277 | 310-798-3013 | 310-798-3015 |
| 3269 | PEDERSON | PAUL | CA106 | 2110 ARTESIA BLVD | Redondo Beach | California | 90278 | 310-318-3000 | 310-318-8883 |
| 2766 | MEHTA | SAMIR | CA146 | 570 EL CAMINO REAL #150 | Redwood City | California | 94063-1262 | 650-367-8900 | 650-367-9469 |
| 4133 | PATEL | BHARAT | CA146 | 50 WOODSIDE PLAZA | Redwood City | California | 94061 | 650-701-0593 | 650-701-0713 |
| 4612 | SYNIGAL | CALVIN | CA119 | 15501 SAN PABLO AVE STE G | RICHMOND | California | 94806-5809 | 510-758-1991 | 510-758-1993 |
| 640 | STARK | WALTER | CA181 | 5225 CANYON CREST DR STE 71 | RIVERSIDE | California | 92507-6321 | 951-781-8486 | 951-788-3921 |
| 1441 | SHENODA | EMEEL | CA181 | 5198 ARLINGTON AVE | Riverside | California | 92504-2603 | 951-354-0191 | 951-354-5638 |
| 1603 | Patel | Sital | CA181 | 231 E ALESSANDRO BLVD STE A | RIVERSIDE | California | 92508-6039 | 951-789-8228 | 951-789-8229 |
| 2401 | CASTRO | SHIRLEY | CA181 | 6185 MAGNOLIA AVE | RIVERSIDE | California | 92506-2524 | 951-781-9928 | 951-781-9952 |
| 4770 | SONG | YOUNG | CA181 | 9825 MAGNOLIA AVE STE B | RIVERSIDE | California | 92503 | 951-354-9877 | 951-354-9879 |
| 5567 | FARMER | CRYSTAL | CA181 | 19069 VAN BUREN BLVD STE 114 | RIVERSIDE | California | 92508 | 951-780-9394 | 951-780-9283 |
| 5671 | TARANGO | SAMUEL | CA181 | 3380 LA SIERRA AVE STE 104 | Riverside | California | 92503-5228 | 951-688-5671 | 951-688-5677 |
| 1442 | OHRENSCHALL | ROSS | CA150 | 2351 SUNSET BLVD STE 170 | Rocklin | California | 95765-4306 | 916-624-3111 | 916-624-3520 |
| 3868 | SINGH | JASHAN | CA150 | 4804 GRANITE DR STE F-3 | Rocklin | California | 95677 | 916-632-0930 | 916-632-0950 |
| 1356 | SHEARHART | LARRY | CA157 | 979 GOLF COURSE DR | Rohnert Park | California | 94928 | 707-584-1515 | 707-584-3777 |
| 2392 | RUSSELL | CHARLENE | CA157 | 6366 COMMERCE BLVD | Rohnert Park | California | 94928-2404 | 707-586-1180 | 707-586-1183 |
| 5534 | OHANNESIAN | VARTOUHIE | CA106 | 46 PENINSULA CENTER STE E | Rolling Hills Estates | California | 90274-3562 | 310-265-9390 | 310-265-9370 |
| 4961 | GARDA | ROHINTON | CA106 | 3592 ROSEMEAD BLVD | Rosemead | California | 91770 | 800-657-5440 | 626-573-9799 |

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| 1380 | TREZZA | JAMES | CA150 | 5098 FOOTHILLS BLVD STE 3 | ROSEVILLE | California | 95747-6526 | 916-773-8091 | 916-773-8094 |
| 4125 | SHELAT | NIMISH | CA150 | 1420 E ROSEVILLE PKWY STE 140 | Roseville | California | 95661 | 916-772-6245 | 916-771-4329 |
| 4462 | CASTUERAS | JAMES | CA150 | 1079 SUNRISE AVE STE B | ROSEVILLE | California | 95661 | 916-780-4544 | 916-780-4551 |
| 5098 | ABDOU | TAREK | CA106 | 19745 E COLIMA RD | Rowland Heights | California | 91748 | 909-594-0045 | 909-594-0076 |
| 266 | NEAL | WILLIAM | CA150 | 2443 FAIR OAKS BLVD | Sacramento | California | 95825-7684 | 916-971-4957 | 916-971-1522 |
| 1009 | AHLUWALIA | JASMEET | CA150 | 1500 W EL CAMINO AVE STE 13 | Sacramento | California | 95833-1945 | 916-648-1041 | 916-648-9936 |
| 1018 | KAUR | HARSHARANJIT | CA150 | 3323 WATT AVE | Sacramento | California | 95821-3609 | 916-484-0938 | 916-484-1014 |
| 1126 | Shergill | Madan | CA150 | 7902 GERBER RD | SACRAMENTO | California | 95828 | 916-689-5800 | 916-689-5977 |
| 1130 | MALHOTRA | RAJNISH | CA150 | 915 L ST STE C (between 9th & 10th on the right) | SACRAMENTO | California | 95814-3700 | 916-444-3214 | 916-444-3204 |
| 1429 | WALIA | PARMINDER | CA150 | 7485 RUSH RIVER DR STE 710 | SACRAMENTO | California | 95831-5260 | 916-422-2620 | 916-422-2535 |
| 2034 | SOOD | SHALU | CA150 | 5714 FOLSOM BLVD | SACRAMENTO | California | 95819 | 916-451-8280 | 916-451-9055 |
| 2343 | NEAL | WILLIAM | CA150 | 1731 HOWE AVE | SACRAMENTO | California | 95825-2209 | 916-921-9221 | 916-921-1895 |
| 2527 | ATWAL | KULBIR | CA150 | 3053 FREEPORT BLVD | Sacramento | California | 95818-4346 | 916-441-5026 | 916-441-5053 |
| 3618 | NGUYEN | DUY | CA150 | 8359 ELK GROVE FLORIN RD #103 | SACRAMENTO | California | 95829 | 916-691-6330 | 916-691-6332 |
| 4348 | DHEENSA | KASHMIR | CA150 | 2121 NATOMAS CROSSING DR STE 200 | Sacramento | California | 95834 | 916-419-6267 | 916-419-6269 |
| 4362 | WALIA | PARMINDER | CA150 | 3609 BRADSHAW ROAD STE H | SACRAMENTO | California | 95827 | 916-362-5470 | 916-362-8241 |
| 4507 | SMITH | ROBERT | CA150 | 8250 CALVINE RD STE C | Sacramento | California | 95828 | 916-525-2369 | 916-525-2029 |
| 4601 | LI | NEWTON | CA150 | 1809 S ST STE 101 | SACRAMENTO | California | 95811-6760 | 916-443-2330 | 916-443-2338 |
| 5111 | DHEENSA | KASHMIR | CA150 | 2701 DEL PASO RD STE 130 | Sacramento | California | 95835 | 916-285-7193 | 916-285-7194 |
| 5171 | VAN WAGNER | GERALD | CA150 | 3308 EL CAMINO AVE #300 | SACRAMENTO | California | 95821 | 916-481-7676 | 916-481-7001 |
| 5248 | NGUYEN | DUY | CA150 | 4540 FLORIN RD STE E | SACRAMENTO | California | 95823 | 916-399-9922 | 916-399-9929 |
| 5495 | DHEENSA | KASHMIR | CA150 | 3230 ARENA BLVD STE 245 | SACRAMENTO | California | 95834 | 916-419-0600 | 916-419-0605 |
| 658 | GUSMAN | JOEL | CA166 | 784 NORTHRIDGE CTR | Salinas | California | 93906-2015 | 831-443-5800 | 831-443-6354 |
| 1167 | GUSTAFSON | CLIFFORD | CA166 | 1172 S MAIN ST | Salinas | California | 93901-2204 | 831-424-2088 | 831-424-1330 |
| 4642 | MUNOZ | ABRAHAM | CA166 | 1522 CONSTITUTION BLVD | Salinas | California | 93906 | 831-449-4999 | 831-449-4997 |
| 1260 | SAMMO | ANTHONY | CA181 | 985 KENDALL DR STE A | San Bernardino | California | 92407-4104 | 909-881-6788 | 909-881-6786 |
| 810 | PATEL | GOPAL | CA146 | 723 CAMINO PLAZA | San Bruno | California | 94066-3401 | 650-872-2494 | 650-872-1156 |
| 919 | PATEL | BHARAT | CA146 | 751 LAUREL ST | San Carlos | California | 94070-3113 | 650-637-0200 | 650-637-0400 |
| 1430 | BIRKINSHAW | GEREMY | CA101 | 638 CAMINO DE LOS MARES H130 | San Clemente | California | 92673-2848 | 949-443-1525 | 949-443-1526 |
| 4321 | LEE | RICK | CA101 | 555 N EL CAMINO REAL STE A | San Clemente | California | 92672 | 949-498-6369 | 949-498-6358 |
| 4465 | PAK | JAMES | CA101 | 1001 AVENIDA PICO STE C | San Clemente | California | 92673 | 949-366-6877 | 949-366-2337 |
| 7 | BURNHAM | JOHN | CA100 | 302 WASHINGTON ST | SAN DIEGO | California | 92103 | 619-291-5678 | 619-291-5688 |
| 8 | SCHRAM | JAY | CA100 | 5173 WARING RD | San Diego | California | 92120-2705 | 619-265-9393 | 619-265-1554 |
| 62 | RAMINENI | SAM | CA100 | 3077 CLAIREMONT DR STE B | SAN DIEGO | California | 92117 | 619-275-2380 | 619-275-2112 |
| 78 | YAEGER | KAREN | CA100 | 9921 CARMEL MOUNTAIN RD | San Diego | California | 92129-2813 | 858-484-3411 | 858-484-3451 |
| 90 | ASKAR | RALPH | CA100 | 501 W BROADWAY STE A | SAN DIEGO | California | 92101-3562 | 619-232-0332 | 619-232-2011 |
| 360 | CHOI | INHWAN | CA100 | 5694 MISSION CENTER RD STE 602 | SAN DIEGO | California | 92108 | 619-298-8213 | 619-298-8215 |
| 400 | STEIN | DENNIS | CA100 | 7770 REGENTS RD STE 113 | San Diego | California | 92122-1937 | 858-453-7331 | 858-453-7335 |
| 835 | SCHRAM | JAY | CA100 | 5663 BALBOA AVE | San Diego | California | 92111-2705 | 858-278-9678 | 858-278-4564 |
| 866 | MANSOUR | FOZIE | CA100 | 3525A DEL MAR HEIGHTS RD | SAN DIEGO | California | 92130-2122 | 858-792-7200 | 858-792-1251 |
| 1100 | KIM | JOUNG | CA100 | 11835 CARMEL MTN RD STE 1304 | SAN DIEGO | California | 92128-4609 | 858-487-5260 | 858-487-5733 |
| 1433 | STEIN | DENNIS | CA100 | 9450 MIRA MESA BLVD STE C | San Diego | California | 92126-4850 | 858-689-9151 | 858-689-9279 |
| 1841 | ALBANNA | ABDALLA | CA100 | 6755 MIRA MESA BLVD #123 | San Diego | California | 92121-4311 | 858-558-7147 | 858-558-7141 |
| 3172 | SCHRAM | JAY | CA100 | 10755 SCRIPPS POWAY PKWY | San Diego | California | 92131 | 858-586-1126 | 858-586-1133 |

| Center | Owner Last Name | Owner First Name | Area | Address | City | State | Zip | Phone | Fax |
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| 3183 | FISHMAN | LEONARD | CA100 | 3952 CLAIREMONT MESA BLVD STE D | SAN DIEGO | California | 92117 | 858-490-1690 | 858-490-1695 |
| 3606 | JONES | BURKE | CA100 | 1804 GARNET AVE | San Diego | California | 92109 | 858-273-6661 | 858-273-6662 |
| 4357 | HALL | GREGORY | CA100 | 10601 TIERRASANTA BLVD STE G | San Diego | California | 92124 | 858-292-8633 | 858-292-1746 |
| 5394 | SCHRAM | JAY | CA100 | 10531 4S COMMONS DR STE 166 | San Diego | California | 92127 | 858-676-6800 | 858-676-6781 |
| 6012 | OKAZAKI | SUZANNE | CA100 | 1041 MARKET ST | SAN DIEGO | California | 92101 | 619-531-8880 | 619-531-8889 |
| 6072 | ANDREU | JOSE | CA100 | 2364 PASEO DE LAS AMERICAS STE 104 | SAN DIEGO | California | 92154-7237 | 619-616-2360 | 619-616-2366 |
| 6100 | MILLER | JAMES | CA100 | ONE PARK BLVD | SAN DIEGO | California | 92101 | 619-321-4201 | 619-564-3344 |
| 6188 | STEIN | DENNIS | CA100 | 3245 UNIVERSITY AVE STE 1 | San Diego | California | 92104 | 619-283-0004 | 619-283-0005 |
| 6200 | MILLER | JAMES | CA100 | 333 W HARBOR DR (SAN DIEGO MARRIOTT) | SAN DIEGO | California | 92101 | 619-230-8940 | 619-230-8334 |
| 6322 | JONES | BURKE | CA100 | 9187 Clairemont Mesa Blvd # 6 | SAN DIEGO | California | 92123 | 858-569-6631 | 858-569-6398 |
| 6345 | MILLER | JAMES | CA100 | 675 L ST | SAN DIEGO | California | 92101 | 619-645-6574 | 619-770-1737 |
| 6542 | STEIN | DENNIS | CA100 | 4142 Adams Ave STE 103 | SAN DIEGO | California | 92116 | 619-285-5717 | 619-285-5718 |
| 6559 | Liu | Zhi | CA100 | 6353 EL CAJON BLVD STE 124 | SAN DIEGO | California | 92115 | 619-487-9511 | 619-487-9508 |
| 6588 | Bray | Erik | CA100 | 7875 HIGHLAND VILLAGE PL STE B102 | SAN DIEGO | California | 92129 | 858-538-7877 | 858-536-7876 |
| 4418 | PHATIGARAPH ONG | PAT | CA106 | 981 W ARROW HWY | San Dimas | California | 91773 | 909-394-1772 | 909-394-1773 |
| 51 | Kundra | Sachin | CA121 | 1819 POLK ST | SAN FRANCISCO | California | 94109 | 415-441-4954 | 415-441-3730 |
| 56 | KWON | STEVE | CA121 | 2443 FILLMORE ST | SAN FRANCISCO | California | 94115 | 415-922-6245 | 415-922-0744 |
| 167 | KWON | STEVE | CA121 | 101A Clay Street | SAN FRANCISCO | California | 94111-2033 | 415-982-0271 | 415-982-0234 |
| 175 | RESNIKOFF | IVAN | CA121 | 2269 CHESTNUT ST | SAN FRANCISCO | California | 94123-2600 | 415-922-4500 | 415-922-0149 |
| 178 | LAL | RAVI | CA121 | 3145 GEARY BLVD | SAN FRANCISCO | California | 94118-3316 | 415-751-6644 | 415-751-0947 |
| 361 | PATEL | PUNAM | CA121 | 601 VAN NESS AVE STE E (OPERA PLAZA) | San Francisco | California | 94102 | 415-775-6644 | 415-775-3082 |
| 370 | PATEL | GUNVANT | CA121 | 236 WEST PORTAL AVE | SAN FRANCISCO | California | 94127 | 415-665-5085 | 415-665-5933 |
| 431 | POST | ANGELA | CA121 | 1032 IRVING ST | San Francisco | California | 94122-2200 | 415-566-2660 | 415-566-4311 |
| 546 | RESNIKOFF | IVAN | CA121 | 182 HOWARD ST | SAN FRANCISCO | California | 94105 | 415-495-6963 | 415-495-6956 |
| 1595 | QUAN | WEYLAND | CA121 | 268 BUSH ST (at Montgomery Street) | SAN FRANCISCO | California | 94104-3503 | 415-765-1515 | 415-765-1565 |
| 2255 | SHAH | JYOTI | CA121 | 588 SUTTER ST | San Francisco | California | 94102 | 415-834-1555 | 415-834-1772 |
| 3393 | PATEL | GUNVANT | CA121 | 1288 COLUMBUS AVE | San Francisco | California | 94133-1302 | 415-885-7177 | 415-885-7197 |
| 4546 | SAINI | MAREENA | CA121 | 2370 MARKET ST SUITE 103 | San Francisco | California | 94114 | 415-431-0121 | 415-431-0122 |
| 4592 | RESNIKOFF | IVAN | CA121 | 660 4TH ST | SAN FRANCISCO | California | 94107 | 415-615-6968 | 415-615-6969 |
| 5037 | LAL | AMIT | CA121 | 1728 OCEAN AVE | SAN FRANCISCO | California | 94112 | 415-337-7755 | 415-337-7710 |
| 5182 | TAM | ALFRED | CA121 | 1559 SLOAT BLVD STE B | SAN FRANCISCO | California | 94132 | 415-681-4877 | 415-681-3762 |
| 5402 | LAL | AMIT | CA121 | 5758 GEARY BLVD | SAN FRANCISCO | California | 94121 | 415-750-3738 | 415-750-1819 |
| 5568 | LEONARD | ROBERT | CA121 | 1770 POST STREET | SAN FRANCISCO | California | 94115 | 415-929-9200 | 415-929-9202 |
| 5818 | TAM | ALFRED | CA121 | 60 29TH ST | San Francisco | California | 94110 | 415-550-6488 | 415-550-6827 |
| 6109 | TAM | ALFRED | CA121 | 950 MASON ST / FAIRMONT HOTEL | SAN FRANCISCO | California | 94108 | 415-402-0910 | 415-402-0942 |
| 6260 | CHIU | CID | CA121 | 77 VAN NESS AVE STE 101 | SAN FRANCISCO | California | 94102 | 415-222-9910 | 415-255-8330 |
| 6328 | TAM | ALFRED | CA121 | 2 New Montgomery St | SAN FRANCISCO | California | 94105-3402 | 415-979-9790 | 415-979-9792 |
| 6431 | RESNIKOFF | IVAN | CA121 | 222 MASON ST | SAN FRANCISCO | California | 94102 | 415-837-1929 | 415-837-1924 |
| 6520 | RESNIKOFF | IVAN | CA121 | 4104 24th ST | SAN FRANCISCO | California | 94114 | 415-824-3200 | 415-824-3202 |
| 4833 | CHEN | LICHING | CA106 | 1005 E LAS TUNAS DR | SAN GABRIEL | California | 91776 | 626-607-3000 | 626-607-3005 |
| 102 | VERMA | RAJEEV | CA111 | 4750 ALMADEN EXPY #G | SAN JOSE | California | 95118-2007 | 408-264-8800 | 408-264-6042 |
| 122 | SHAH | SAUMIL | CA111 | 5669 SNELL AVE | San Jose | California | 95123-3328 | 408-578-8138 | 408-578-0604 |
| 134 | PATEL | JAYANTILAL | CA111 | 2530 BERRYESSA RD | SAN JOSE | California | 95132-2903 | 408-259-5800 | 408-251-8991 |

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| 240 | SHAH | NITIN | CA111 | 5339 PROSPECT RD | San Jose | California | 95129-5033 | 408-996-1161 | 408-996-1584 |
| 793 | PATEL | KIRTI | CA111 | 1072 S DE ANZA BLVD | SAN JOSE | California | 95129 | 408-253-6561 | 408-253-7916 |
| 1330 | DAVE | PIYUSH | CA111 | 2059 CAMDEN AVE | San Jose | California | 95124 | 408-559-3700 | 408-559-7331 |
| 1560 | ELISHAPOUR | ROZA | CA111 | 5542 MONTEREY RD | SAN JOSE | California | 95138-1529 | 408-225-5542 | 408-225-5545 |
| 1762 | NAT | AVTAR | CA111 | 1702 MERIDIAN AVE UNIT L | SAN JOSE | California | 95125 | 408-265-5005 | 408-265-3426 |
| 1859 | SHAH | SAUMIL | CA111 | 302-F TOYON AVE | San Jose | California | 95127-5441 | 408-729-5111 | 408-729-5203 |
| 3648 | LOUIE | RICHARD | CA111 | 1346 THE ALAMEDA STE 7 | SAN JOSE | California | 95126-5006 | 408-298-8778 | 408-298-8558 |
| 4066 | NAT | RINKOO | CA111 | 1321 S WINCHESTER BLVD | SAN JOSE | California | 95128 | 408-429-8009 | 408-429-8787 |
| 4717 | RODRIGUEZ | EDWARD | CA111 | 1009 E CAPITOL EXPWY | San Jose | California | 95121 | 408-365-8877 | 408-365-8770 |
| 4738 | NANDI | VENKATA | CA111 | 3240 S WHITE RD | San Jose | California | 95148 | 408-238-9478 | 408-238-9107 |
| 4909 | SHAH | NITIN | CA111 | 6081 MERIDIAN AVE STE 70 | SAN JOSE | California | 95120 | 408-927-7117 | 408-927-7119 |
| 5199 | KANUKUNTLA | SHARATH | CA111 | 88 S 3RD ST | San Jose | California | 95113 | 408-293-9803 | 408-293-9805 |
| 5833 | DANG | HUY | CA111 | 2050 GATEWAY PLACE SUITE 100 | SAN JOSE | California | 95110 | 408-573-8788 | 408-416-3867 |
| 6263 | NANDI | VENKATA | CA111 | 541 W CAPITOL EXPWY | SAN JOSE | California | 95136 | 408-264-3000 | 408-264-2200 |
| 6381 | SHAH | MIHIR | CA111 | 1055 E BROKAW RD STE 30 | SAN JOSE | California | 95131 | 408-451-9837 | 408-451-9821 |
| 6399 | SHAH | MIHIR | CA111 | 1150 S King RD STE 40 | SAN JOSE | California | 95122 | 408-251-6399 | 408-251-6397 |
| 6497 | CHOI | HAERA | CA111 | 3141 Stevens Creek BLVD | SAN JOSE | California | 95117 | 408-816-8456 | 408-816-8457 |
| 41 | BEDI | AVNEET | CA101 | 31878 DEL OBISPO STE 118 | San Juan Capistrano | California | 92675 | 949-240-1131 | 949-240-1213 |
| 290 | ANAND | RAKESH | CA139 | 699 LEWELLING BLVD STE 146 | San Leandro | California | 94579 | 510-351-2227 | 510-351-2879 |
| 3132 | STANLEY | AARON | CA139 | 1271 WASHINGTON AVE | San Leandro | California | 94577 | 510-357-9302 | 510-357-5637 |
| 6088 | ANAND | RAKESH | CA139 | 1250-A FAIRMONT DR | San Leandro | California | 94578-3547 | 510-278-1100 | 510-278-1106 |
| 941 | SPEAKE | MONIQUE | CA166 | 793 E FOOTHILL BLVD STE A | San Luis Obispo | California | 93405-1699 | 805-541-9333 | 805-546-9993 |
| 2479 | SPEAKE | MONIQUE | CA166 | 1241 JOHNSON AVE | San Luis Obispo | California | 93401-3306 | 805-541-1334 | 805-541-1228 |
| 4581 | KOSTIW | BRENT | CA166 | 3940 BROAD ST STE 7 | San Luis Obispo | California | 93401 | 805-549-0200 | 805-549-0201 |
| 4095 | MOBASSERI | MEHRDAD | CA100 | 310 TWIN OAKS VALLEY RD #107 | San Marcos | California | 92078 | 760-510-8350 | 760-510-8365 |
| 4679 | MOBASSERI | MEHRDAD | CA100 | 663 S RANCHO SANTA FE RD | SAN MARCOS | California | 92078 | 760-752-3035 | 760-752-3075 |
| 1607 | BRISTOW | THOMAS | CA106 | 2275 HUNTINGTON DR | San Marino | California | 91108-2640 | 626-795-1999 | 626-795-1177 |
| 294 | SHETH | BABUL | CA146 | 204 E 2ND AVE | SAN MATEO | California | 94401-3904 | 650-344-1333 | 650-344-0233 |
| 1694 | TSUI | WILLIAM | CA146 | 3182 CAMPUS DR | SAN MATEO | California | 94403-3123 | 650-341-2012 | 650-341-8772 |
| 2152 | DAHL | CLAUDE | CA146 | 7 W 41ST AVE | SAN MATEO | California | 94403 | 650-571-9089 | 650-571-6086 |
| 2862 | SHETH | BABUL | CA146 | 63 BOVET RD | SAN MATEO | California | 94402-3104 | 650-349-1733 | 650-349-1697 |
| 1896 | NEWMAN III | MITCHELL | CA119 | 106 SAN PABLO TOWN CTR | San Pablo | California | 94806-3900 | 510-620-0192 | 510-620-0194 |
| 755 | BATTLE | JAMES | CA106 | 1379 PARK WESTERN DR | SAN PEDRO | California | 90732-2217 | 310-548-7048 | 310-547-5705 |
| 1746 | DEMPSEY | CHRIS | CA157 | 2100 4TH ST | San Rafael | California | 94901 | 415-456-9446 | 415-456-9492 |
| 2623 | ROYALL | THOMAS | CA157 | 369 THIRD ST UNIT B | San Rafael | California | 94901-3581 | 415-457-6909 | 415-457-4039 |
| 6407 | CUDDY | ROBERT | CA157 | 1005 Northgate DR | San Rafael | California | 94903 | 415-507-1961 | 415-507-1856 |
| 766 | SONG | EUNHEE | CA119 | 231 MARKET PL | San Ramon | California | 94583-4743 | 925-275-9590 | 925-275-9695 |
| 2930 | Ejuwa | Williams | CA119 | 21001 SAN RAMON VALLEY BLVD STE A4 | San Ramon | California | 94583-3454 | 925-556-9909 | 925-833-9559 |
| 3035 | PATEL | MUKESH | CA119 | 2415 SAN RAMON VALLEY BLVD STE 4 | San Ramon | California | 94583 | 925-855-4700 | 925-855-4782 |
| 6132 | TAMISIEA | JOHN | CA119 | 11040 BOLLINGER CANYON RD STE E | San Ramon | California | 94582 | 925-648-9990 | 925-648-9991 |
| 4965 | Ray | Patrick | CA101 | 2321 E 4TH ST STE C | Santa Ana | California | 92705 | 714-569-9200 | 714-569-9222 |
| 4982 | PEREZ | DANIEL | CA101 | 3843 S BRISTOL ST | Santa Ana | California | 92704 | 714-435-1322 | 714-436-1827 |
| 5099 | PALAZUELOS | MARK | CA101 | 1800 N BRISTOL ST #C | Santa Ana | California | 92706 | 714-542-0833 | 714-542-0838 |
| 5541 | DANG | HUY | CA101 | 3760 W MCFADDEN AVE #B | Santa Ana | California | 92704 | 714-775-8880 | 714-775-8180 |
| 23 | QUINNELL | CRISTI | CA144 | 27 WEST ANAPAMU ST | Santa Barbara | California | 93101 | 805-962-0998 | 805-965-3841 |
| 2342 | MALHOTRA | LINDA | CA144 | 315 MEIGS RD STE A | Santa Barbara | California | 93109 | 805-962-8874 | 805-962-0824 |
| 3412 | DEMOURKAS | THOMAS | CA144 | 3905 STATE ST STE 7 | Santa Barbara | California | 93105-5107 | 805-898-0011 | 805-898-0069 |

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| 2762 | PANDEY | SHILPA | CA111 | 5255 STEVENS CREEK BLVD | SANTA CLARA | California | 95051-6664 | 408-243-1855 | 408-243-5994 |
| 4168 | WONG | PHU | CA111 | 2700 MISSION COLLEGE BLVD #140 | SANTA CLARA | California | 95054 | 408-980-9131 | 408-980-9055 |
| 4636 | LAL | AMIT | CA111 | 2784 HOMESTEAD RD | SANTA CLARA | California | 95051-5353 | 408-247-4010 | 408-247-4068 |
| 4643 | Luna | Pedro | CA111 | 5001 GREAT AMERICA PKWY | SANTA CLARA | California | 95054 | 408-970-9197 | 408-970-9192 |
| 6401 | KEENER | WILLIAM | CA106 | 19197 Golden Valley RD | Santa Clarita | California | 91387 | 661-299-9230 | 661-299-9235 |
| 1128 | COREN | IAN | CA166 | 849 ALMAR AVE STE C | Santa Cruz | California | 95060-5848 | 831-426-5762 | 831-426-5796 |
| 1426 | COREN | IAN | CA166 | 343 SOQUEL AVE | Santa Cruz | California | 95062-2305 | 831-426-4422 | 831-426-4846 |
| 589 | MUELLER | ERIC | CA144 | 1130 E CLARK AVE STE 150 | SANTA MARIA | California | 93455 | 805-937-6371 | 805-934-3855 |
| 1665 | CAIN | GREGORY | CA144 | 237 TOWN CENTER W | SANTA MARIA | California | 93458 | 805-922-8987 | 805-922-6199 |
| 513 | HINDLE-FARROW | ANGELA | CA106 | 1223 WILSHIRE BLVD | Santa Monica | California | 90403-5400 | 310-458-6878 | 310-451-5921 |
| 2230 | CABALLERO | MICHAEL | CA106 | 2633 LINCOLN BLVD | Santa Monica | California | 90405 | 310-396-5707 | 310-396-8287 |
| 6331 | Geramian | Abbas | CA106 | 2708 Wilshire Blvd | Santa Monica | California | 90403 | 310-828-4900 | 310-264-5959 |
| 3574 | DHANOA | BAGHEL | CA144 | 590 W MAIN ST | Santa Paula | California | 93060-3209 | 805-933-9199 | 805-933-1929 |
| 359 | DUNCAN | BARRY | CA157 | 1007B WEST COLLEGE AVE | Santa Rosa | California | 95401-5036 | 707-578-6062 | 707-578-3915 |
| 1894 | MCFARLIN | JOHN | CA157 | 2777 YULUPA AVE | Santa Rosa | California | 95405-8584 | 707-546-1565 | 707-546-3073 |
| 2189 | TRIEBEL | ROBERT | CA157 | 122 CALISTOGA RD | Santa Rosa | California | 95409 | 707-539-6938 | 707-539-6947 |
| 4739 | LANGHALS | RICHARD | CA157 | 2360 MENDOCINO AVE #A2 | Santa Rosa | California | 95403-3154 | 707-523-0913 | 707-523-0912 |
| 5804 | ANAND | RAKESH | CA157 | 1415 FULTON ROAD #205 | Santa Rosa | California | 95403 | 707-568-1123 | 707-568-1168 |
| 6261 | Arabi | Hamzeh | CA157 | 2665 Santa Rosa Ave | Santa Rosa | California | 95407 | 707-546-2587 | 707-546-6409 |
| 4287 | GAGNON | GREG | CA100 | 9625 MISSION GORGE RD STE B2 | Santee | California | 92071 | 619-562-0888 | 619-562-7388 |
| 1291 | NAT | RINKOO | CA111 | 14435 C BIG BASIN WAY | SARATOGA | California | 95070 | 408-867-7686 | 408-867-7687 |
| 1482 | KELTNER | JAMES | CA106 | 26893 BOUQUET CANYON RD STE C | Saugus | California | 91350-2374 | 661-297-5393 | 661-297-5395 |
| 4414 | KONOPASKI | MARTIN | CA157 | 3001 BRIDGEWAY BLVD STE K | Sausalito | California | 94965 | 415-331-6999 | 415-331-6040 |
| 833 | NIXEN | DAVID | CA166 | 216-E MT HERMON RD | Scotts Valley | California | 95066 | 831-438-7038 | 831-438-8427 |
| 1246 | BHATT | KALPESH | CA101 | 1198 PACIFIC COAST HWY STE D | Seal Beach | California | 90740-6200 | 562-431-2644 | 562-594-9486 |
| 4268 | MAXWELL | JOHN | CA101 | 12340 Seal Beach Blvd STE B | Seal Beach | California | 90740 | 562-430-9177 | 562-430-9389 |
| 1075 | SLEEPER | STEPHEN | CA166 | 1130 FREMONT BLVD STE #105 | Seaside | California | 93955-5757 | 831-394-8233 | 831-394-0408 |
| 6312 | TRIEBEL | ROBERT | CA157 | 125 SOUTH MAIN ST | SEBASTOPOL | California | 95472 | 707-823-8300 | 707-823-8344 |
| 4165 | CASEY | JOSEPH | CA106 | 13636 VENTURA BLVD | Sherman Oaks | California | 91423 | 818-906-3544 | 818-906-3550 |
| 4440 | BAKHTIARI | IBRAHIM | CA144 | 1230-5 MADERA ROAD | Simi Valley | California | 93065 | 805-577-9500 | 805-577-9510 |
| 4938 | DUNCAN | JEANNE | CA144 | 1197-C LOS ANGELES AVE | Simi Valley | California | 93065 | 805-527-8325 | 805-527-8725 |
| 5826 | MACKEL | MICHELE | CA144 | 2828 COCHRAN ST | Simi Valley | California | 93065 | 805-583-2828 | 805-583-2771 |
| 2 | LEVY | DANIEL | CA100 | 249 S HWY 101 | Solana Beach | California | 92075-1807 | 858-481-1414 | 858-481-1258 |
| 1882 | TORCHIA | CHRISTIAN | CA144 | 606 ALAMO PINTADO #3 | Solvang | California | 93463-2296 | 805-688-7116 | 805-688-7018 |
| 1743 | TRIEBEL | SUSAN | CA157 | 19201 SONOMA HIGHWAY | SONOMA | California | 95476-5413 | 707-935-3438 | 707-935-3560 |
| 4132 | BOLDEMANN | DIANE | CA226 | 1257 SANGUINETTI ROAD | SONORA | California | 95370 | 209-588-8049 | 209-588-8050 |
| 6455 | Patel | Sagar | CA166 | 4041 SOQUEL DR STE A-1 | Soquel | California | 95073 | 831-621-2101 | 831-621-2103 |
| 944 | UEHARA | ALAN | CA106 | 1107 FAIR OAKS AVE | South Pasadena | California | 91030-3311 | 626-799-4589 | 626-441-3159 |
| 1468 | SEHGAL | SHEETAL | CA146 | 2268 WESTBOROUGH BLVD STE 302 | South San Francisco | California | 94080 | 650-952-6506 | 650-952-6508 |
| 1737 | PATEL | DIVYA | CA146 | 101 HICKEY BLVD STE A | South San Francisco | California | 94080-1145 | 650-997-4573 | 650-997-0714 |
| 3916 | WILLIAMS | ANTHONY | CA100 | 8810 JAMACHA BLVD STE C | SPRING VALLEY | California | 91977 | 619-697-0538 | 619-697-0641 |
| 2592 | PATEL | JAMINI | CA101 | 7108 KATELLA AVE | STANTON | California | 90680-2803 | 714-890-9850 | 714-890-9112 |
| 3272 | BLAKE | CHRISTINE | CA106 | 25876 THE OLD ROAD | Stevenson Ranch | California | 91381 | 661-260-3930 | 661-260-3920 |
| 1313 | SCHEFLO | KAREN | CA226 | 1163 E MARCH LANE STE D | Stockton | California | 95210-4512 | 209-474-1731 | 209-474-1813 |
| 1452 | LEGASPI | JASON | CA226 | 6507 PACIFIC AVE | STOCKTON | California | 95207 | 209-957-3067 | 209-957-6248 |
| 5436 | PARKER | DONALD | CA226 | 10940 TRINITY PKWY STE C | Stockton | California | 95219 | 209-477-4113 | 209-472-7581 |
| 2907 | KIM | JOHN | CA106 | 11271 VENTURA BLVD | Studio City | California | 91604-3136 | 818-509-2988 | 818-509-2989 |

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| 5284 | SENIOR | PAUL | CA150 | 131 SUNSET AVE STE E | Suisun City | California | 94585-2064 | 707-426-6047 | 707-426-6048 |
| 5626 | HANIF | MOHAMMAD | CA106 | 8309 LAUREL CANYON BLVD | Sun Valley | California | 91352 | 818-767-9927 | 818-767-9928 |
| 67 | SHETH | BABUL | CA111 | 1111 W EL CAMINO REAL STE 109 | Sunnyvale | California | 94087-1057 | 408-733-8382 | 408-733-3938 |
| 180 | LEE | WON | CA111 | 1030 E EL CAMINO REAL | Sunnyvale | California | 94087-3759 | 408-245-1600 | 408-245-2135 |
| 4649 | LAFEVERS | HENRY | CA227 | 2850 MAIN ST STE 12 | Susanville | California | 96130-4768 | 530-251-1802 | 530-251-1821 |
| 44 | FARZAM | SHAROUNA | CA106 | 19528 VENTURA BLVD | Tarzana | California | 91356-2917 | 818-343-4377 | 818-343-5708 |
| 6441 | RIAR | GURPINDER | CA165 | 1121 W Valley BLVD STE I | Tehachapi | California | 93561 | 661-823-4940 | 661-823-4942 |
| 571 | SAMMO | ANTHONY | CA181 | 27475 YNEZ RD | Temecula | California | 92591 | 951-699-6901 | 951-699-7303 |
| 2725 | STEVENS | CRAIG | CA181 | 31805 TEMECULA PARKWAY | Temecula | California | 92592-5870 | 951-302-3900 | 951-302-3902 |
| 5836 | CARLSON | STEVE | CA181 | 31915 RANCHO CALIFORNIA RD STE 200 | Temecula | California | 92591 | 951-506-6143 | 951-506-6192 |
| 884 | BAKHTIARI | IBRAHIM | CA144 | 1534 N MOORPARK RD | Thousand Oaks | California | 91360-5129 | 805-494-6500 | 805-494-3303 |
| 1055 | SIDHU | BHALINDER | CA144 | 2060 D AVENIDA DE LOS ARBOLES | Thousand Oaks | California | 91362-1361 | 805-492-2279 | 805-492-1079 |
| 2500 | WILLIAMS JR | GARY | CA106 | 10061 RIVERSIDE DR | Toluca Lake | California | 91602-2560 | 818-506-4388 | 818-506-6276 |
| 413 | AZAD | PARVIN | CA106 | 2785 PACIFIC COAST HWY STE E | Torrance | California | 90505-7060 | 310-530-8411 | 310-530-0326 |
| 2102 | KUWAHARA | MASAYUKI | CA106 | 2390 CRENSHAW BLVD STE E | Torrance | California | 90501 | 310-787-9564 | 310-787-9674 |
| 4158 | KANG | KAREN | CA106 | 21143 HAWTHORNE BLVD | Torrance | California | 90503 | 310-540-1370 | 310-540-3452 |
| 1860 | BASRA | TEGJIT | CA226 | 1852 W 11TH ST | TRACY | California | 95376-3736 | 209-833-1310 | 209-833-0707 |
| 3968 | MISTRY | PRAKASH | CA226 | 793 SOUTH TRACY BLVD | TRACY | California | 95376 | 209-830-5044 | 209-830-5045 |
| 4829 | MISTRY | VANITA | CA226 | 2455 N NAGLEE RD | TRACY | California | 95304 | 209-830-1526 | 209-830-4362 |
| 4370 | NUNN JR | JOHN | CA150 | 461 SKYMASTER DR BLDG 650 | Travis Afb | California | 94535 | 707-437-6145 | 707-437-6100 |
| 4445 | MADISON | ROBIN | CA226 | 3220 W MONTE VISTA AVE | Turlock | California | 95380-8412 | 209-632-9340 | 209-632-3484 |
| 1980 | CHOWHAN-PAWAR | SANDHYA | CA101 | 13681 NEWPORT AVE, STE #8 | TUSTIN | California | 92780-7815 | 714-669-5400 | 714-669-5700 |
| 5715 | HORIMACHI | TORU | CA101 | 2312 PARK AVE | Tustin | California | 92782-2702 | 714-566-0016 | 714-566-0018 |
| 6340 | Diaz | James | CA101 | 13217 Jamboree RD | TUSTIN | California | 92782 | 714-389-9377 | 714-389-9378 |
| 1350 | PATEL | BHARAT | CA139 | 1684 DECOTO RD | UNION CITY | California | 94587-3544 | 510-471-8600 | 510-471-4454 |
| 3145 | CRAYNE | WILLIAM | CA139 | 32108 ALVARADO BLVD | UNION CITY | California | 94587 | 510-487-2688 | 510-487-4258 |
| 960 | ANCONA | LENA | CA181 | 1042 N MOUNTAIN AVE STE B | UPLAND | California | 91786-3631 | 909-920-5888 | 909-920-5743 |
| 3113 | FORREST | SCOTT | CA181 | 154 W FOOTHILL BLVD STE A | UPLAND | California | 91786 | 909-931-1655 | 909-931-1656 |
| 1168 | WARD | CHAD | CA150 | 607 ELMIRA RD | Vacaville | California | 95687-4655 | 707-451-4623 | 707-451-4460 |
| 4155 | DANG | NHA | CA150 | 2010-A HARBISON DR | Vacaville | California | 95687 | 707-447-0623 | 707-447-7299 |
| 385 | ZIMMERMAN | ROBERT | CA106 | 24307 MAGIC MOUNTAIN PKWY | VALENCIA | California | 91355-3402 | 661-253-0133 | 661-253-0135 |
| 5438 | SEBASTIAN | EMELINE | CA106 | 23890 COPPER HILL DR | VALENCIA | California | 91354 | 661-702-8325 | 661-702-8375 |
| 1129 | ATWAL | INDER | CA150 | 3505 SONOMA BLVD STE 20 | Vallejo | California | 94590-3197 | 707-648-1161 | 707-648-1826 |
| 1135 | MARINOS | TIMOTHY | CA150 | 164 ROBLES WAY STE #A7 | Vallejo | California | 94591 | 707-642-1915 | 707-642-2909 |
| 1523 | DHAWAN | KIRAN | CA150 | 55 SPRINGSTOWNE CTR | Vallejo | California | 94591-5566 | 707-554-2628 | 707-554-1371 |
| 2036 | HORDAGODA | NARENDRA | CA106 | 4804 LAUREL CANYON BLVD | Valley Village | California | 91607 | 818-509-0802 | 818-509-1349 |
| 1151 | CRUZ | JOHN | CA106 | 17216 SATICOY ST | Van Nuys | California | 91406-2103 | 818-774-9095 | 818-774-9149 |
| 3311 | BHALLA | RAVI | CA106 | 13300 VICTORY BLVD | Van Nuys | California | 91401-2925 | 818-623-9988 | 818-623-8688 |
| 5197 | ELYSO | ROD | CA106 | 6311 VAN NUYS BLVD | Van Nuys | California | 91401 | 818-781-9000 | 818-781-9010 |
| 2068 | GRANT | HYUN OK | CA144 | 1746F S VICTORIA AVE | Ventura | California | 93003 | 805-642-5573 | 805-642-1710 |
| 3802 | MANWANI | RAMESH | CA144 | 35 W MAIN ST STE B | VENTURA | California | 93001 | 805-643-6245 | 805-643-7447 |
| 6587 | HERNANDEZ | RICARDO | CA144 | 4744 Telephone Rd STE 3 | VENTURA | California | 93003 | 805-535-4053 | 805-535-4054 |
| 5055 | LOPICCOLO | BIAGIO | CA181 | 12127 Mall Blvd, Ste A | Victorville | California | 92392 | 760-955-4877 | 760-955-7088 |
| 188 | Bhatt | Suketu | CA101 | 17853 SANTIAGO BLVD STE 107 | Villa Park | California | 92861 | 714-637-6180 | 714-637-6957 |
| 2056 | FOLENDORF | RODNEY | CA165 | 4216 S MOONEY BLVD | Visalia | California | 93277-9306 | 559-738-1105 | 559-738-1359 |
| 971 | YOUNG | JENNIFER | CA100 | 1611 S MELROSE STE A | Vista | California | 92081-5407 | 760-598-5190 | 760-598-3593 |

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| 4029 | SURYAKUSUM A | BUBY | CA106 | 20687 AMAR RD STE 2 | Walnut | California | 91789 | 909-444-1303 | 909-444-1304 |
| 99 | CHOHAN | KULDIP | CA119 | 1547 PALOS VERDES MALL | Walnut Creek | California | 94597-2228 | 925-946-1016 | 925-946-1027 |
| 802 | PARNES | AMY | CA119 | 1966 TICE VALLEY BLVD | Walnut Creek | California | 94595-2203 | 925-935-1870 | 925-937-5815 |
| 863 | CHOHAN | KULDIP | CA119 | 712 BANCROFT RD | Walnut Creek | California | 94598-1531 | 925-934-2844 | 925-934-5895 |
| 2414 | BLUME | PATRIC | CA119 | 2977 YGNACIO VALLEY RD | Walnut Creek | California | 94598-3535 | 925-933-2384 | 925-933-2385 |
| 6225 | SHAH | MIHIR | CA119 | 1555 BOTELHO DR | Walnut Creek | California | 94596 | 925-937-6225 | 925-938-6225 |
| 6547 | Shah | Ishan | CA119 | 1630 N Main Street | Walnut Creek | California | 94596 | 925-934-9318 | 925-934-9319 |
| 993 | KARSAN | JAYMINI | CA166 | 1961 MAIN ST | Watsonville | California | 95076-3027 | 831-728-1919 | 831-728-1507 |
| 5406 | FORREST | SCOTT | CA106 | 1004 W COVINA PKWY | WEST COVINA | California | 91790 | 626-338-5400 | 626-338-5440 |
| 6213 | FORREST | SCOTT | CA106 | 2648 E WORKMAN AVE STE 3001 | WEST COVINA | California | 91791 | 626-339-7777 | 626-339-7772 |
| 1804 | FRANKEL | LESLIE | CA106 | 6520 PLATT AVE | WEST HILLS | California | 91307-3218 | 818-703-7190 | 818-703-8264 |
| 2961 | VARTANIAN | ARMEN | CA106 | 8581 SANTA MONICA BLVD | West Hollywood | California | 90069-4120 | 310-289-5952 | 310-289-5953 |
| 1687 | MALHOTRA | RAJNISH | CA150 | 813 HARBOR BLVD | West Sacramento | California | 95691-2201 | 916-372-7623 | 916-372-3329 |
| 4417 | MINARAVESH | MASOUD | CA106 | 8939 S SEPULVEDA BLVD STE 110 | Westchester | California | 90045 | 310-216-1324 | 310-216-1306 |
| 2902 | BAKHTIARI | IBRAHIM | CA144 | 3835 E THOUSAND OAKS BLVD STE R | Westlake Village | California | 91362 | 805-371-4434 | 805-371-4435 |
| 4296 | DELLA PENNA | JIM | CA106 | 4607 LAKEVIEW CANYON RD | WESTLAKE VILLAGE | California | 91361 | 818-735-0945 | 818-735-0913 |
| 418 | FILAKOUSKY | RICHARD | CA101 | 16478 BEACH BLVD | WESTMINSTER | California | 92683-7860 | 714-842-5513 | 714-842-7325 |
| 1836 | SHAH | SHOBHANA | CA101 | 6765 WESTMINSTER BLVD STE C | Westminster | California | 92683-3769 | 714-895-5900 | 714-893-3900 |
| 1578 | Solis | Louis | CA106 | 13502 WHITTIER BLVD STE H | WHITTIER | California | 90605-1944 | 562-907-3800 | 562-907-0081 |
| 5115 | MATSUZAKI | BRUCE | CA106 | 11721 WHITTIER BLVD | Whittier | California | 90601 | 562-908-0799 | 562-908-0802 |
| 6112 | LANGHALS | WENDY | CA157 | 9048 BROOKS RD S | WINDSOR | California | 95492 | 707-838-3853 | 707-838-3799 |
| 3109 | Rasmussen | Casey | CA106 | 8335 WINNETKA AVE | Winnetka | California | 91306 | 818-700-8123 | 818-700-8876 |
| 533 | SOOD | SHALU | CA150 | 1296 E GIBSON RD STE A | Woodland | California | 95776-6315 | 530-668-0265 | 530-668-0268 |
| 4033 | CASEY | JOSEPH | CA106 | 20929 VENTURA BLVD STE 47 | WOODLAND HILLS | California | 91364 | 818-702-0456 | 818-702-0437 |
| 4845 | Hussain | Inayat | CA101 | 18340 YORBA LINDA BLVD STE 107 | Yorba Linda | California | 92886 | 714-996-9800 | 714-996-9822 |
| 1635 | SOOD | SHALU | CA227 | 1282 STABLER LANE STE 630 | Yuba City | California | 95993-2625 | 530-751-7335 | 530-751-7352 |
| 5024 | ATWAL | KULBIR | CA227 | 1040 LINCOLN RD | Yuba City | California | 95991 | 530-419-0639 | 530-329-8704 |
| 1504 | BAKER | ELIZABETH | CA181 | 34428 YUCAIPA BLVD STE E | Yucaipa | California | 92399-2474 | 909-790-6400 | 909-790-6402 |
| 2024 | BARNES | DENNIS | CO191 | 7450 W 52ND AVE STE M | Arvada | Colorado | 80002 | 303-421-1656 | 303-421-1399 |
| 2483 | Edrington | Angela | CO191 | 12650 W 64TH AVE UNIT E | Arvada | Colorado | 80004-3887 | 303-940-8775 | 303-940-7864 |
| 499 | MORRIS | HEIDI | CO191 | 4255 SOUTH BUCKLEY ROAD | AURORA | Colorado | 80013 | 303-690-2424 | 303-699-1538 |
| 711 | Schufreider | John | CO191 | 3124 S PARKER RD #A2 | AURORA | Colorado | 80014 | 303-745-7948 | 303-745-7962 |
| 1738 | KAWULA | MARY | CO191 | 1250 S BUCKLEY RD STE I | AURORA | Colorado | 80017 | 303-755-4700 | 303-755-0308 |
| 2086 | KAWULA | MARY | CO191 | 13918 E MISSISSIPPI AVE | AURORA | Colorado | 80012 | 303-671-7791 | 303-671-6955 |
| 4405 | QUIACHON | ERNESTO | CO191 | 6140 S GUN CLUB ROAD STE K6 | AURORA | Colorado | 80016 | 303-680-9533 | 303-680-0066 |
| 6339 | Sharma | Rajendra | CO191 | 1555 S Havana ST STE F | AURORA | Colorado | 80012 | 303-755-5579 | 303-755-1349 |
| 2295 | ANDERSON | JOHN | CO191 | 150 E BEAVER CREEK BLVD A102 | Avon | Colorado | 81620-9010 | 970-949-0615 | 970-949-0618 |
| 6325 | Gow | Scott | CO191 | 965 S 1st ST STE 500 | BENNETT | Colorado | 80102 | 303-644-5214 | 303-644-5159 |
| 910 | KIM | YUJIN | CO191 | 1630 30TH ST STE A | Boulder | Colorado | 80301-1014 | 303-442-6858 | 303-442-6884 |
| 1905 | KIM | YUJIN | CO191 | 4800 BASELINE RD STE E104 | Boulder | Colorado | 80303-2643 | 303-494-5252 | 303-494-5151 |
| 2364 | Dallakoti | Krishna | CO191 | 6525 GUNPARK DR STE 370 | BOULDER | Colorado | 80301-3346 | 303-530-4888 | 303-530-0983 |
| 6439 | ANDERSON | DAVID | CO191 | 2480 Kittredge Loop Drive | BOULDER | Colorado | 80310 | 303-442-2601 | 303-442-0104 |
| 1686 | PICKEN | JARED | CO191 | 400 N PARK AVE STE #10-B PO BOX 7399 | BRECKENRIDGE | Colorado | 80424 | 970-453-8080 | 970-453-8093 |
| 3224 | Dallakoti | Krishna | CO191 | 992 S 4TH ST STE 100 | BRIGHTON | Colorado | 80601 | 303-655-1477 | 303-655-1499 |
| 1796 | PATHAK | SUNIL | CO191 | 5023 W 120TH AVE | BROOMFIELD | Colorado | 80020-5606 | 303-469-9466 | 303-469-9547 |

| Center | Owner Last Name | Owner First Name | Area | Address | City | State | Zip | Phone | Fax |
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| 3779 | Mahat | Ram | CO191 | 1140 US HWY 287 STE 400 | BROOMFIELD | Colorado | 80020 | 303-635-0400 | 303-635-0550 |
| 2213 | BRISTOL | TED | CO191 | 218 E VALLEY RD #104 | Carbondale | Colorado | 81623 | 970-963-8006 | 970-963-8015 |
| 1228 | MOSES | RONALD | CO191 | 558 CASTLE PINES PARKWAY UNIT B-4 | CASTLE ROCK | Colorado | 80108 | 303-663-5520 | 303-663-5418 |
| 1840 | SANDERS | JOHN | CO191 | 200 S WILCOX ST | Castle Rock | Colorado | 80104-1913 | 303-660-2244 | 303-660-2320 |
| 4337 | HUNTER | TODD | CO191 | 4833 FRONT ST UNIT B | Castle Rock | Colorado | 80104-7901 | 303-688-5999 | 303-688-1197 |
| 2141 | Schufreider | John | CO191 | 8200 S QUEBEC ST STE A3 | CENTENNIAL | Colorado | 80112 | 303-770-5800 | 303-770-5235 |
| 2311 | ORTOLF | TOM | CO191 | 6834 S UNIVERSITY BLVD | CENTENNIAL | Colorado | 80122 | 303-721-9669 | 303-773-6069 |
| 2370 | QUIACHON | ERNESTO | CO191 | 16748 E SMOKY HILL RD STE 9C | CENTENNIAL | Colorado | 80015 | 303-680-2300 | 303-680-2304 |
| 1073 | HIGHE | SAM | CO191 | 4164 AUSTIN BLUFFS PKWY | COLORADO SPRINGS | Colorado | 80918-2928 | 719-260-1797 | 719-260-1784 |
| 1146 | MAEZ JR | ROBERT | CO191 | 3107 W COLORADO AVE | Colorado Springs | Colorado | 80904-2040 | 719-473-6299 | 719-473-9148 |
| 1826 | CHUNG | VINCENT | CO191 | 445 E CHEYENNE MTN BLVD STE C | Colorado Springs | Colorado | 80906-4570 | 719-576-2880 | 719-576-0028 |
| 1991 | HUSAIN | SYED | CO191 | 3355 N ACADEMY BLVD | COLORADO SPRINGS | Colorado | 80917-5103 | 719-597-4355 | 719-597-4008 |
| 2390 | SMITH | CHE | CO191 | 6660 DELMONICO DR SUITE D | Colorado Springs | Colorado | 80919-1856 | 719-592-1778 | 719-592-1173 |
| 2973 | HUSAIN | SYED | CO191 | 1670 E CHEYENNE MOUNTAIN BLVD STE F | COLORADO SPRINGS | Colorado | 80906-4035 | 719-540-0595 | 719-540-0877 |
| 3063 | PATHAK | SUNIL | CO191 | 2910 N POWERS BLVD | COLORADO SPRINGS | Colorado | 80922-2801 | 719-572-8018 | 719-572-8028 |
| 3835 | JAHLA | PATRICIA | CO191 | 3578 HARTSEL DR UNIT E | COLORADO SPRINGS | Colorado | 80920 | 719-260-6666 | 719-260-6667 |
| 4871 | Langford | Lahenrietta | CO191 | 6050 STETSON HILLS BLVD | COLORADO SPRINGS | Colorado | 80922 | 719-591-7360 | 719-591-7403 |
| 5913 | O'CONNELL | SUSAN | CO191 | 2316 N WAHSATCH AVE | Colorado Springs | Colorado | 80907 | 719-473-6778 | 719-473-6779 |
| 6184 | PATHAK | SUNIL | CO191 | 5 E BIJOU ST | COLORADO SPRINGS | Colorado | 80903 | 719-635-1314 | 719-635-1315 |
| 6346 | Goodman | Robert | CO191 | 3246 Centennial BLVD | COLORADO SPRINGS | Colorado | 80907 | 719-635-5728 | 719-635-5729 |
| 5633 | Schufreider | John | CO191 | 25587 CONIFER RD STE 105 | CONIFER | Colorado | 80433 | 303-838-8200 | 303-838-8201 |
| 5734 | RUSSELL | GORDON | CO191 | 1410 VALLEY VIEW DR | Delta | Colorado | 81416 | 970-874-9393 | 970-874-9430 |
| 936 | SANDERS | JOHN | CO191 | 1685 S COLORADO BLVD UNIT S | Denver | Colorado | 80222 | 303-753-0888 | 303-753-6565 |
| 1024 | MOSES | RONALD | CO191 | 1550 LARIMER ST | DENVER | Colorado | 80202-1602 | 303-825-8060 | 303-825-8056 |
| 1237 | GOODWIN | STEPHEN | CO191 | 820 S MONACO PKWY 4-B | DENVER | Colorado | 80224-1569 | 303-333-8858 | 303-333-8869 |
| 2328 | DALLAKOTI | HARI | CO191 | 303 S BROADWAY STE 200 | Denver | Colorado | 80209 | 303-722-4404 | 303-722-2323 |
| 2579 | ONEILL | SUZANNE | CO191 | 700 N COLORADO BLVD | DENVER | Colorado | 80206-4036 | 303-320-4757 | 303-320-5322 |
| 4487 | HAYES III | JOHN | CO191 | 3700 QUEBEC ST STE 100 | Denver | Colorado | 80207 | 303-996-5660 | 303-996-5665 |
| 6326 | Gobble | Darrell | CO191 | 757 E 20TH AVE SUITE 370 | DENVER | Colorado | 80205 | 303-832-2334 | 303-832-2336 |
| 6507 | DALLAKOTI | HARI | CO191 | 191 University BLVD | DENVER | Colorado | 80206 | 303-399-9355 | 303-393-1002 |
| 6540 | Schmitt | Terry | CO191 | 18601 Green Valley Ranch Blvd STE 108 | DENVER | Colorado | 80249 | 720-723-2150 | 720-723-2153 |
| 1378 | ANDERSON | JOHN | CO191 | 265 DILLON RIDGE RD STE C | Dillon | Colorado | 80435 | 970-468-2800 | 970-468-2888 |
| 3715 | MUNCH | JORG | NM114 | 361 S CAMINO DEL RIO | Durango | Colorado | 81303-7997 | 970-385-9550 | 970-385-9552 |
| 3529 | ANDERSON | JOHN | CO191 | 0056 EDWARDS VILLAGE BLVD STE 124 | Edwards | Colorado | 81632 | 970-926-5981 | 970-926-5983 |
| 1813 | CAGLE | LINDA | CO191 | 3531 S LOGAN ST STE D | ENGLEWOOD | Colorado | 80113-3700 | 303-788-1898 | 303-788-1899 |
| 2526 | PATHAK | SUNIL | CO191 | 453 E WONDERVIEW AVE | Estes Park | Colorado | 80517-9647 | 970-586-1954 | 970-586-1955 |
| 6469 | DALLAKOTI | HARI | CO191 | 1153 Bergen Pkwy STE I | EVERGREEN | Colorado | 80439 | 303-670-8700 | 303-670-8777 |
| 5983 | PATHAK | SUNIL | CO191 | 11605 MERIDIAN MARKET VIEW UNIT 124 | FALCON | Colorado | 80831 | 719-886-4290 | 719-886-4292 |
| 5039 | O'CONNELL | SUSAN | CO191 | 1510 CHILES AVE STE 7 | Fort Carson | Colorado | 80913 | 719-527-6800 | 719-527-6801 |
| 1565 | PHILLIPS | DANIELLE | CO191 | 1001A E HARMONY RD | FORT COLLINS | Colorado | 80525 | 970-223-6144 | 970-223-1626 |
| 2718 | CARMAN | JOHN | CO191 | 2601 S LEMAY STE 7 | FORT COLLINS | Colorado | 80525-2247 | 970-226-4008 | 970-226-4454 |
| 6327 | Ayres | Michael | CO191 | 6885 MESA RIDGE PKWY | FOUNTAIN | Colorado | 80817 | 719-382-7506 | 719-382-7529 |
| 6413 | JASSAL | DEEPIKA | CO191 | 16350 E Arapahoe RD STE 108 | Foxfield | Colorado | 80016 | 720-870-5829 | 720-870-5879 |
| 4655 | PHILLIPS | DANIELLE | CO191 | 1281 E MAGNOLIA ST. UNIT D | FT COLLINS | Colorado | 80524 | 970-221-4655 | 970-221-4650 |
| 2423 | COMERFORD | JOHN | CO191 | 1338 GRAND AVE | Glenwood Springs | Colorado | 81601 | 970-945-1525 | 970-928-8242 |

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| 1716 | PATTON | DAVID | CO191 | 601 16TH ST STE C | Golden | Colorado | 80401 | 303-278-2363 | 303-278-0058 |
| 1349 | LUELLEN | MONTY | CO191 | 2695 PATTERSON RD STE 2 | GRAND JUNCTION | Colorado | 81506-8848 | 970-241-6103 | 970-241-6125 |
| 5741 | BLOSSOM | ERNEST | CO191 | 2536 RIMROCK AVE STE 400 | Grand Junction | Colorado | 81505 | 970-241-4646 | 970-241-4667 |
| 1654 | PELANEK | MARY | CO191 | 3620 W 10TH STREET STE B | GREELEY | Colorado | 80634-1821 | 970-353-9655 | 970-353-9656 |
| 4638 | PELANEK | MARY | CO191 | 2519 11TH AVE UNIT A | GREELEY | Colorado | 80631 | 970-351-6505 | 970-351-6418 |
| 965 | DALLAKOTI | HARI | CO191 | 8547 E ARAPAHOE RD STE J | Greenwood Village | Colorado | 80112 | 303-850-5400 | 303-850-0031 |
| 1638 | FUNK | RICHARD | CO191 | 5910 S UNIVERSITY BLVD STE C-18 | GREENWOOD VILLAGE | Colorado | 80121-2879 | 303-798-1979 | 303-798-2693 |
| 2727 | AMICK | BRENT | CO191 | 4950 SOUTH YOSEMITE ST F2 | GREENWOOD VILLAGE | Colorado | 80111 | 303-850-0579 | 303-850-0741 |
| 2395 | YUN | A | CO191 | 9457 S UNIVERSITY | Highlands Ranch | Colorado | 80126-4976 | 303-791-7708 | 303-791-7249 |
| 3221 | YUN | A | CO191 | 9249 S BROADWAY #200 | Highlands Ranch | Colorado | 80126 | 303-471-2284 | 303-471-2289 |
| 3142 | DALLAKOTI | HARI | CO191 | 12081 W ALAMEDA PKWY | LAKEWOOD | Colorado | 80228 | 303-986-2535 | 303-986-2530 |
| 5442 | SCHWINN | SCOTT | CO191 | 14405 W COLFAX AVE | LAKEWOOD | Colorado | 80401 | 303-565-1900 | 303-565-1904 |
| 6494 | Pitt | Robert | CO191 | 7830 W Alameda AVE STE 103 | LAKEWOOD | Colorado | 80226 | 303-716-6574 | 303-716-6576 |
| 519 | KAWULA | MARY | CO191 | 40 W LITTLETON BLVD STE 210 | LITTLETON | Colorado | 80120-2400 | 303-797-1400 | 303-797-1488 |
| 1186 | MICIJEVIC | MEHO | CO191 | 7931 S BROADWAY | LITTLETON | Colorado | 80122-2710 | 303-798-3333 | 303-797-3334 |
| 1783 | DALLAKOTI | HARI | CO191 | 11757 W KEN CARYL AVE STE F | Littleton | Colorado | 80127-3719 | 303-979-8891 | 303-979-8934 |
| 2449 | MICIJEVIC | MEHO | CO191 | 6732 W COAL MINE AVE | LITTLETON | Colorado | 80123-4573 | 303-933-7700 | 303-933-7100 |
| 3752 | KOLER | JAMES | CO191 | 8156 S WADSWORTH BLVD UNIT E | Littleton | Colorado | 80128 | 303-904-1009 | 303-904-3065 |
| 5172 | Moos | Daniel | CO191 | 9956 W REMINGTON PL UNIT A10 | LITTLETON | Colorado | 80128 | 303-904-3200 | 303-904-3201 |
| 6484 | Moore | Mark | CO191 | 5856 S Lowell BLVD | LITTLETON | Colorado | 80123 | 303-797-0031 | 303-963-5456 |
| 3754 | PATHAK | SUNIL | CO191 | 1716 MAIN STREET STE A | LONGMONT | Colorado | 80501 | 303-702-1937 | 303-702-1935 |
| 3738 | DALLAKOTI | HARI | CO191 | 1151 EAGLE DR | Loveland | Colorado | 80537 | 970-663-1711 | 970-663-1712 |
| 4782 | DALLAKOTI | HARI | CO191 | 1437 DENVER AVE | Loveland | Colorado | 80538 | 970-461-7746 | 970-461-8045 |
| 2120 | Mahat | Ram | CO191 | 236 S THIRD ST | MONTROSE | Colorado | 81401 | 970-249-3732 | 970-249-5368 |
| 3693 | KOLER | JAMES | CO191 | 590 HWY 105 | MONUMENT | Colorado | 80132-9125 | 719-487-1730 | 719-487-1731 |
| 5807 | BATSON | MARY | NM114 | 135 COUNTRY CENTER DR STE F | Pagosa Springs | Colorado | 81147 | 970-731-8771 | 970-731-8772 |
| 1548 | ODER | JAMES | CO191 | 10940 S PARKER RD | PARKER | Colorado | 80134-7440 | 303-841-8483 | 303-841-8685 |
| 2000 | MORRIS | HEIDI | CO191 | 17011 LINCOLN AVE | PARKER | Colorado | 80134 | 303-841-0919 | 303-841-1094 |
| 1543 | Dallakoti | Krishna | CO191 | 140 W 29TH ST | PUEBLO | Colorado | 81008 | 719-543-5800 | 719-543-6540 |
| 4730 | VIANILOS | NICOLETTE | CO191 | 1815 CENTRAL PARK DR | Steamboat Springs | Colorado | 80477 | 970-879-6161 | 970-879-1005 |
| 5183 | DICKSON | JAMES | CO191 | 300 CENTER DR STE G | SUPERIOR | Colorado | 80027 | 303-554-7755 | 303-554-1166 |
| 1412 | Mahat | Ram | CO191 | 3879 E 120TH AVE | THORNTON | Colorado | 80233-1658 | 303-280-9212 | 303-280-9959 |
| 5366 | Mahat | Ram | CO191 | 871 THORNTON PKWY | THORNTON | Colorado | 80229 | 303-457-4877 | 303-457-4879 |
| 534 | ANDERSON | JOHN | CO191 | 2121 N FRONTAGE RD W | Vail | Colorado | 81657-4957 | 970-476-3292 | 970-476-0373 |
| 2498 | LIU | YUAN | CO191 | 9975 WADSWORTH PKWY UNIT K-2 | WESTMINSTER | Colorado | 80021-6814 | 303-425-3676 | 303-425-3679 |
| 4336 | ABEYTA | JOSEPH | CO191 | 10343 FEDERAL BLVD UNIT J | WESTMINSTER | Colorado | 80260 | 303-469-2200 | 303-469-2214 |
| 1045 | PRESTON | DANIEL | CO191 | 3440 YOUNGFIELD ST | WHEAT RIDGE | Colorado | 80033 | 303-237-2655 | 303-237-1993 |
| 4205 | PELANEK | MARY | CO191 | 1540 MAIN ST STE 218 | WINDSOR | Colorado | 80550 | 970-686-2211 | 970-686-0209 |
| 1374 | GREENE | SUSAN | CO191 | 743 GOLDHILL PL | WOODLAND PARK | Colorado | 80863 | 719-687-3023 | 719-687-3026 |
| 683 | BUCHANAN | DANIEL | CT120 | 35 E MAIN ST | Avon | Connecticut | 06001 | 860-676-9455 | 860-676-9481 |
| 6524 | Iyer | MANJULA | CT120 | 285 BERLIN TURNPIKE | BERLIN | Connecticut | 06037 | 860-357-4708 | 860-357-4711 |
| 5290 | BAZ | AFIF | CT120 | 123 FARMINGTON AVE | BRISTOL | Connecticut | 06010 | 860-582-4440 | 860-582-4877 |
| 2391 | BUCHANAN | DARRYL | CT120 | 220 ALBANY TURNPIKE PO BOX 1039 | Canton | Connecticut | 06019-1039 | 860-693-9633 | 860-693-9636 |
| 3757 | VON FLATERN | JEFFREY | CT120 | 24 W MAIN ST | CLINTON | Connecticut | 06413-2053 | 860-664-0066 | 860-664-1812 |
| 959 | COPPOLELLI | MARK | CT120 | 34 SHUNPIKE RD | CROMWELL | Connecticut | 06416-2448 | 860-632-2515 | 860-632-5530 |
| 3660 | SASSO | ARTHUR | CT120 | 42 LAKE AVE EXTENSION | DANBURY | Connecticut | 06811 | 203-778-6183 | 203-778-6189 |
| 5413 | HEWITT | THOMAS | CT120 | 109 FEDERAL RD | DANBURY | Connecticut | 06811 | 203-748-0111 | 203-748-0149 |

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| 883 | SHAPIRO | SUSAN | CT120 | 25 OLD KINGS HWY N (GOODWIVES PLAZA) | DARIEN | Connecticut | 06820-4608 | 203-655-6543 | 203-655-2807 |
| 716 | BUCHANAN | DANIEL | CT120 | 54 HAZARD AVE | Enfield | Connecticut | 06082 | 860-745-9511 | 860-745-1312 |
| 185 | EASTMAN | KERRY | CT120 | 2490 BLACK ROCK TURNPIKE | Fairfield | Connecticut | 06824 | 203-374-3354 | 203-374-2478 |
| 5773 | BAZ | AFIF | CT120 | 857 POST RD | FAIRFIELD | Connecticut | 06824 | 203-256-9991 | 203-256-9908 |
| 3937 | MINELLA | CHRISTOPHER | CT120 | 222 MAIN ST | FARMINGTON | Connecticut | 06032 | 860-676-0660 | 860-676-2442 |
| 648 | OLANDER | COLLIN | CT120 | 2842 MAIN ST | Glastonbury | Connecticut | 06033-1036 | 860-633-0051 | 860-633-0052 |
| 822 | FREEMAN | BRADLEY | CT120 | 15 E PUTNAM AVE | GREENWICH | Connecticut | 06830-5424 | 203-622-1114 | 203-622-1922 |
| 5293 | VIGORITA | CHARLES | CT120 | 220 RT 12 | GROTON | Connecticut | 06340 | 860-445-4700 | 860-445-4900 |
| 613 | VON FLATERN | JEFFREY | CT120 | 800 VILLAGE WALK | Guilford | Connecticut | 06437 | 203-453-8866 | 203-453-0505 |
| 2560 | GRIMALDI | LAWRENCE | CT120 | 3000 WHITNEY AVE | Hamden | Connecticut | 06518-2353 | 203-288-8685 | 203-288-8411 |
| 921 | BUCHANAN | DARRYL | CT120 | 1131 TOLLAND TPKE STE O | MANCHESTER | Connecticut | 06042-1679 | 860-643-6264 | 860-649-6706 |
| 171 | PARIKH | NAYAN | CT120 | 167 CHERRY ST | MILFORD | Connecticut | 06460-3466 | 203-783-1876 | 203-874-9212 |
| 760 | DUNLEVY | JOHN | CT120 | 24 EAST AVE | New Canaan | Connecticut | 06840-5516 | 203-966-7890 | 203-966-6180 |
| 5105 | SINGH | MANJIT | CT120 | 24 DIXWELL AVE | NEW HAVEN | Connecticut | 06511 | 203-772-4445 | 203-772-1396 |
| 5385 | SASSO | ARTHUR | VT210 | 137 DANBURY RD (LORE'S PLAZA) | NEW MILFORD | Connecticut | 06776 | 860-355-5185 | 860-355-3211 |
| 1324 | JURGIELEWIEZ IV | JOHN | CT120 | 261 S MAIN ST (RT 25) | Newtown | Connecticut | 06470 | 203-426-4044 | 203-426-1748 |
| 319 | BRYSON JR | JAMES | CT120 | 304 MAIN AVE | Norwalk | Connecticut | 06851 | 203-847-6166 | 203-849-1868 |
| 5292 | JONES | DONALD | CT120 | 554 BOSTON POST RD | ORANGE | Connecticut | 06477 | 203-799-0433 | 203-795-4214 |
| 5977 | BAZ | AFIF | CT120 | 50 WATERBURY RD RTE 69 | Prospect | Connecticut | 06712 | 203-758-7707 | 203-758-7767 |
| 465 | SOMMER | JOHN | CT120 | 54 DANBURY RD ROUTE 35 | RIDGEFIELD | Connecticut | 06877 | 203-438-7200 | 203-438-7275 |
| 1217 | GUPTA | RAJAT | CT120 | 1117 E PUTNAM AVE | Riverside | Connecticut | 06878-1333 | 203-698-0016 | 203-698-0141 |
| 1185 | YOPCHICK | LEONARD | CT120 | 2 KLARIDES VILLAGE DR | SEYMOUR | Connecticut | 06483 | 203-888-5629 | 203-888-5829 |
| 4778 | McATEER | JAMES | CT120 | 494 BRIDGEPORT AVE | SHELTON | Connecticut | 06484 | 203-929-1165 | 203-929-1195 |
| 1347 | HANSON, JR | JOHN | CT120 | 542 HOPMEADOW ST | Simsbury | Connecticut | 06070-2415 | 860-651-5800 | 860-651-5964 |
| 6098 | MCANIFF | EDWARD | CT120 | 100 MAIN ST N | Southbury | Connecticut | 06488 | 203-405-3071 | 203-405-3074 |
| 4942 | Iyer | MANJULA | CT120 | 410-A QUEEN ST | SOUTHINGTON | Connecticut | 06489 | 860-426-8449 | 860-426-8457 |
| 706 | DORENBOSCH | JAN | CT120 | 65 HIGH RIDGE RD | STAMFORD | Connecticut | 06905-3800 | 203-356-0022 | 203-357-9195 |
| 2657 | SINGH | MANJIT | CT120 | 1127 HIGH RIDGE RD | STAMFORD | Connecticut | 06905-1203 | 203-322-5152 | 203-322-4505 |
| 744 | MINEO | DAVID | CT120 | 7365 MAIN ST STE 12 | Stratford | Connecticut | 06614-1300 | 203-386-9388 | 203-375-0541 |
| 6538 | PARIKH | NAYAN | CT120 | 1345 Barnum Ave STE 9 | STRATFORD | Connecticut | 06614 | 203-690-1494 | 203-690-1496 |
| 466 | VIGNALI | JOHN | CT120 | 929 WHITE PLAINS RD | TRUMBULL | Connecticut | 06611-3900 | 203-261-5007 | 203-261-7423 |
| 2195 | BUCHANAN | DANIEL | CT120 | 35 TALCOTTVILLE RD STE 31 | VERNON | Connecticut | 06066 | 860-871-7499 | 860-871-8186 |
| 2233 | MACFARLANE | JAMES | CT120 | 61 N PLAINS INDUSTRIAL RD | WALLINGFORD | Connecticut | 06492-1886 | 203-949-0050 | 203-949-1919 |
| 6463 | VIGORITA | CHARLES | CT120 | 117 BOSTON POST RD | WATERFORD | Connecticut | 06385 | 860-437-3200 | 860-437-3400 |
| 1915 | BUCHANAN | DANIEL | CT120 | 41 CROSSROADS PLZ | West Hartford | Connecticut | 06117-2402 | 860-231-0037 | 860-232-6007 |
| 2591 | BUCHANAN | DANIEL | CT120 | 1028 BLVD | West Hartford | Connecticut | 06119-1801 | 860-232-2767 | 860-232-3447 |
| 113 | KRILIVSKY | PAUL | CT120 | 1771 POST RD E | Westport | Connecticut | 06880-5606 | 203-254-1675 | 203-259-8054 |
| 129 | STEINMETZ | ROBERT | CT120 | 606 POST RD E | WESTPORT | Connecticut | 06880 | 203-222-7171 | 203-227-3877 |
| 5136 | COPPOLELLI | MARK | CT120 | 1077 SILAS DEANE HWY | Wethersfield | Connecticut | 06109-4229 | 860-257-9601 | 860-257-9603 |
| 1113 | Naghibosadat | Masoud | CT120 | 5 RIVER RD | WILTON | Connecticut | 06897-4069 | 203-834-2192 | 203-834-2037 |
| 6360 | LaTronica | Peter | CT120 | 176 AMITY RD | Woodbridge | Connecticut | 06525 | 203-553-9222 | 203-553-9226 |
| 3492 | VAGNINI | GREG | PA190 | 1148 PULASKI HWY | Bear | Delaware | 19701-1306 | 302-834-1600 | 302-834-1678 |
| 4435 | BERRIE | BETH | PA190 | 73 GREENTREE DR | Dover | Delaware | 19904 | 302-346-1010 | 302-346-5555 |
| 4755 | LUSHBAUGH | LINDA | PA190 | 364 E MAIN ST | MIDDLETOWN | Delaware | 19709 | 302-378-7778 | 302-378-8087 |
| 1855 | NGUYEN | JOSEPH | PA190 | 560 PEOPLES PLAZA | NEWARK | Delaware | 19702 | 302-834-1399 | 302-834-0933 |
| 2335 | FRAY | AARON | PA190 | 40 E MAIN ST | NEWARK | Delaware | 19711-4639 | 302-292-2502 | 302-292-3991 |

| Center | Owner Last Name | Owner First Name | Area | Address | City | State | Zip | Phone | Fax |
|--------|------------------|------------------|-------|---------------------------------|-------------------|----------------------|------------|--------------|--------------|
| 3368 | VAGNINI | GREG | PA190 | 4142 OGLETOWN-STANTON RD | Newark | Delaware | 19713-4169 | 302-455-1600 | 302-455-9565 |
| 4681 | BARRETT | JOHN | PA190 | 29L ATLANTIC AVE | Ocean View | Delaware | 19970 | 302-537-8300 | 302-537-8303 |
| 5456 | O'BRIEN | EDWARD | PA190 | 18766 JOHN J WILLIAMS HWY | Rehoboth Beach | Delaware | 19971 | 302-360-0264 | 302-360-0267 |
| 6185 | ENNIS | STEPHEN | PA190 | 23000 SUSSEX HWY | Seaford | Delaware | 19973 | 302-629-8771 | 302-628-8771 |
| 1391 | McMAHON | FRANCIS | PA190 | 4023 KENNETT PIKE | WILMINGTON | Delaware | 19807-2018 | 302-429-9780 | 302-429-9458 |
| 57 | HABEL | RICHARD | DC110 | 4200 WISCONSIN AVE NW | WASHINGTON | District Of Columbia | 20016-2143 | 202-363-8044 | 202-363-0958 |
| 208 | PHILLIPS | MICHAEL | DC110 | 3220 N ST NW | WASHINGTON | District Of Columbia | 20007-2829 | 202-342-0707 | 202-342-0751 |
| 404 | SMITH | HARRY | DC110 | 2000 PENNSYLVANIA AVE NW | WASHINGTON | District Of Columbia | 20006-1811 | 202-457-8166 | 202-429-2852 |
| 480 | HABEL | RICHARD | DC110 | 4410 MASSACHUSETTS AVE NW | WASHINGTON | District Of Columbia | 20016-5572 | 202-885-2030 | 202-686-2828 |
| 740 | KIM | LESLIE | DC110 | 1718 M ST NW | WASHINGTON | District Of Columbia | 20036-4504 | 202-785-3604 | 202-785-3605 |
| 1736 | Hector | Keron | DC110 | 1220 L STREET NW STE 100 | WASHINGTON | District Of Columbia | 20005 | 202-371-0065 | 202-371-0416 |
| 1966 | KIM | JEONG | DC110 | 5614 CONNECTICUT AVE NW | WASHINGTON | District Of Columbia | 20015-2604 | 202-244-6655 | 202-244-7482 |
| 2016 | CHOI | CHANG | DC110 | 2100 M ST NW | WASHINGTON | District Of Columbia | 20037 | 202-775-4302 | 202-775-4306 |
| 2092 | PHILLIPS | MICHAEL | DC110 | 611 PENNSYLVANIA AVE SE | WASHINGTON | District Of Columbia | 20003 | 202-543-0850 | 202-543-1603 |
| 3885 | PHILLIPS | MICHAEL | DC110 | 1419 37TH STREET NW | WASHINGTON | District Of Columbia | 20007 | 202-687-7438 | 202-687-8087 |
| 5259 | LEVINAS-HUBERMAN | MARIANA | DC110 | 5185 MACARTHUR BLVD NW | Washington | District Of Columbia | 20016-3341 | 202-966-4434 | 202-966-4431 |
| 5801 | BHATIA | RAVI | DC110 | 1380 MONROE ST NW | Washington | District Of Columbia | 20010 | 202-234-4877 | 202-234-1333 |
| 6047 | CARDOSO | OMOLOLA | DC110 | 455 MASSACHUSETTS AVE NW | Washington | District Of Columbia | 20001 | 202-898-4940 | 202-898-4941 |
| 6205 | BHATIA | RAVI | DC110 | 1300 PENNSYLVANIA AVE NW | WASHINGTON | District Of Columbia | 20004 | 202-503-2440 | 202-503-2420 |
| 6352 | GURRALA | SRUTHI | DC110 | 1127 Connecticut Avenue NW | WASHINGTON | District Of Columbia | 20036 | 202-776-9279 | 202-776-9167 |
| 6389 | PHILLIPS | MICHAEL | DC110 | 2500 Calvert Street, NW | WASHINGTON | District Of Columbia | 20008-2649 | 202-756-5348 | 202-756-5057 |
| 6532 | KIM | JEONG | DC110 | 2202 18th Street NW | WASHINGTON | District Of Columbia | 20009-1813 | 202-588-9100 | 202-588-9500 |
| 2156 | PATEL | BIPINKUMAR | FL142 | 478 E ALTAMONTE DR #108 | Altamonte Springs | Florida | 32701 | 407-830-9504 | 407-830-5374 |
| 6377 | Galarza | Omar | FL142 | 851 S STATE RD 434 | Altamonte Springs | Florida | 32714 | 407-985-3762 | 407-985-3764 |
| 5327 | CARLSON | G. | FL153 | 235 APOLLO BEACH BLVD | Apollo Beach | Florida | 33572 | 813-645-8330 | 813-645-8337 |
| 3501 | PATEL | BHAVESH | FL142 | 522 HUNT CLUB BLVD | APOPKA | Florida | 32703-4960 | 407-786-1593 | 407-786-1595 |
| 5514 | KELTZ | BRODERICK | FL142 | 1631 ROCK SPRINGS RD | APOPKA | Florida | 32712 | 407-814-8770 | 407-814-8772 |
| 1469 | LOFTIS III | PETER | FL158 | 1015 ATLANTIC BLVD | Atlantic Beach | Florida | 32233-3313 | 904-241-1849 | 904-241-2294 |
| 1952 | LEON | FANNY | FL138 | 20533 BISCAYNE BLVD STE 4 | Aventura | Florida | 33180-1529 | 305-935-1600 | 305-932-3033 |
| 3115 | PATEL | MAYANK | FL153 | 115 E VAN FLEET DR | Bartow | Florida | 33830 | 863-519-0800 | 863-519-0801 |
| 1875 | STEELE | BRIAN | FL153 | 2840 W BAY DR | Belleair Bluffs | Florida | 33770-2620 | 727-584-6144 | 727-581-0357 |
| 354 | RIFKIN | JOEL | FL115 | 7050 W PALMETTO PARK RD | Boca Raton | Florida | 33433-3461 | 561-338-0407 | 561-338-0409 |
| 488 | CRUZ | PHILIP | FL115 | 20423 STATE RD 7 #F6 | Boca Raton | Florida | 33498-6747 | 561-451-9070 | 561-451-9072 |
| 549 | RIFKIN | JOEL | FL115 | 5030 CHAMPION BLVD SUITE G6 | Boca Raton | Florida | 33496-2473 | 561-997-0557 | 561-997-0559 |
| 842 | RIFKIN | JOEL | FL115 | 7491 N FEDERAL HWY STE C5 | Boca Raton | Florida | 33487-1625 | 561-241-3064 | 561-241-2894 |
| 2043 | RENAUD | HENRY | FL115 | 21218 ST ANDREWS BLVD STE 10 | Boca Raton | Florida | 33433 | 561-391-8518 | 561-391-2370 |
| 2137 | RIFKIN | JOEL | FL115 | 102 NE 2ND ST | Boca Raton | Florida | 33432 | 561-393-3231 | 561-393-7229 |
| 4806 | RIFKIN | JOEL | FL115 | 9858 CLINTMOORE RD STE C111 | Boca Raton | Florida | 33496 | 561-883-1212 | 561-883-1211 |
| 6466 | Abskharoun | Yousry | FL115 | 1199 S Federal Hwy | Boca Raton | Florida | 33432 | 561-395-6363 | 561-395-6199 |
| 1822 | PATEL | SHARAD | FL138 | 8951 BONITA BEACH RD SE STE 525 | BONITA SPRINGS | Florida | 34135-4208 | 239-495-7014 | 239-495-7305 |
| 3313 | MONDRY | JOSEPH | FL138 | 24600 S TAMiami TR #212 | BONITA SPRINGS | Florida | 34134 | 239-498-1717 | 239-498-7447 |

| Center | Owner Last Name | Owner First Name | Area | Address | City | State | Zip | Phone | Fax |
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| 2807 | CHANDLER JR | CALVIN | FL115 | 123 N CONGRESS AVE | Boynton Beach | Florida | 33426-4209 | 561-739-9180 | 561-733-6963 |
| 4493 | CHANDLER JR | CALVIN | FL115 | 6615 W BOYNTON BEACH BLVD | Boynton Beach | Florida | 33437 | 561-736-5600 | 561-736-9850 |
| 5806 | PARIKH | NILESH | FL115 | 1025 GATEWAY BLVD SUITE #303 | Boynton Beach | Florida | 33426 | 561-752-4250 | 561-737-8757 |
| 6301 | Patel | Vijay | FL115 | 303 E Woolbright RD | Boynton Beach | Florida | 33435 | 561-734-4900 | 561-734-4925 |
| 81 | HORNYAK | MICHAEL | FL153 | 3547 53RD AVE W | Bradenton | Florida | 34210 | 941-753-2343 | 941-753-2882 |
| 88 | McADAMS | LAURA | FL153 | 7322 MANATEE AVE W | Bradenton | Florida | 34209-3441 | 941-792-6366 | 941-795-0638 |
| 108 | HORNYAK | MICHAEL | FL153 | 5726 CORTEZ RD W | Bradenton | Florida | 34210 | 941-794-3241 | 941-792-5152 |
| 2695 | McADAMS | LAURA | FL153 | 4501 MANATEE AVE W | Bradenton | Florida | 34209-3952 | 941-741-8969 | 941-745-3520 |
| 3837 | davies | Geoffrey | FL153 | 8374 MARKET STREET | Bradenton | Florida | 34202 | 941-907-2227 | 941-907-2237 |
| 4147 | Campbell | Randy | FL153 | 1767 LAKEWOOD RANCH BLVD | Bradenton | Florida | 34211 | 941-749-2829 | 941-749-2809 |
| 5184 | HORNYAK | MICHAEL | FL153 | 11523 PALMBRUSH TRAIL | Bradenton | Florida | 34202 | 941-751-6245 | 941-773-3625 |
| 5574 | FIGUEROLA | EMILY | FL153 | 4654 E STATE ROAD 64 | Bradenton | Florida | 34208 | 941-747-9716 | 941-747-9718 |
| 421 | WILLS | W | FL153 | 123 W BLOOMINGDALE AVE | BRANDON | Florida | 33511 | 813-689-4998 | 813-689-4328 |
| 891 | PATEL | JYOTIKA | FL153 | 1971 W LUMSDEN RD | BRANDON | Florida | 33511-8820 | 813-685-0170 | 813-685-0244 |
| 3691 | FARMER | SANDY | FL153 | 235 W BRANDON BLVD | Brandon | Florida | 33511-5103 | 813-681-3136 | 813-684-0077 |
| 3098 | KALIA | CHAND | FL138 | 2710 DEL PRADO BLVD #2 | Cape Coral | Florida | 33904 | 239-573-0500 | 239-573-0592 |
| 3207 | SINGLETON | RICK | FL138 | 1217 CAPE CORAL PKWY | Cape Coral | Florida | 33904 | 239-540-4334 | 239-540-9337 |
| 5028 | SANTORO LUX | JOANN | FL138 | 1242 SW PINE ISLAND RD STE 42 | Cape Coral | Florida | 33991 | 239-574-6400 | 239-574-6405 |
| 4502 | RUSCETTE | NORMAN | FL142 | 52 RILEY RD | Celebration | Florida | 34747 | 321-939-7678 | 321-939-7679 |
| 4098 | RUSCETTE | NORMAN | FL142 | 8297 CHAMPIONSGATE BLVD | CHAMPIONS GATE | Florida | 33896 | 407-396-1659 | 407-396-4257 |
| 130 | ZBORALSKI | KRIS | FL153 | 2519 MCMULLEN BOOTH RD | CLEARWATER | Florida | 33761 | 727-726-3456 | 727-726-2060 |
| 3759 | STEELE | BRIAN | FL153 | 140 ISLAND WAY | CLEARWATER | Florida | 33767-2216 | 727-446-0660 | 727-446-5586 |
| 4161 | COY | WILLIAM | FL153 | 2655 ULMERTON RD | CLEARWATER | Florida | 33762 | 727-556-0500 | 727-556-0011 |
| 4344 | BOHANNON | DEIDRA | FL153 | 611 S FT HARRISON AVE | CLEARWATER | Florida | 33756-5301 | 727-446-3993 | 727-446-7128 |
| 4567 | BARNHIZER | CHIKA | FL153 | 2803 GULF TO BAY BLVD | CLEARWATER | Florida | 33759 | 727-725-9985 | 727-725-9199 |
| 3374 | SMITH | CAROL | FL142 | 614 E HWY 50 | CLERMONT | Florida | 34711-3164 | 352-394-0717 | 352-394-6297 |
| 3961 | DONATO | MICHAEL | FL142 | 4327 S HWY 27 | CLERMONT | Florida | 34711 | 352-243-4750 | 352-243-4733 |
| 4670 | WELCH | HUISUK | FL142 | 13900 COUNTY RD 455 STE 107 | CLERMONT | Florida | 34711 | 407-877-7076 | 407-877-7098 |
| 1174 | POIANI | ROBERT | FL142 | 2023 N ATLANTIC AVE | Cocoa Beach | Florida | 32931 | 321-799-3030 | 321-799-3052 |
| 1557 | FONTECCHIO | DAVID | FL138 | 6574 N STATE ROAD 7 | Coconut Creek | Florida | 33073 | 954-570-7888 | 954-570-7886 |
| 410 | BEN-ARI | SALOMON | FL138 | 5846 S FLAMINGO RD | Cooper City | Florida | 33330 | 954-680-9592 | 954-434-4991 |
| 1653 | KIBLISKY | ALLAN | FL138 | 1825 PONCE DE LEON BLVD | Coral Gables | Florida | 33134-4418 | 305-441-7161 | 305-441-6622 |
| 2232 | KIBLISKY | ALLAN | FL138 | 1172 S DIXIE HWY | Coral Gables | Florida | 33146 | 305-667-2181 | 305-667-4151 |
| 2639 | LAUDANDO | JOSEPH | FL138 | 1440 CORAL RIDGE DR | Coral Springs | Florida | 33071-5433 | 954-796-8760 | 954-796-8759 |
| 3748 | LEWIS | STANLEY | FL138 | 4613 NORTH UNIVERSITY DR | Coral Springs | Florida | 33067 | 954-227-0831 | 954-227-0832 |
| 3996 | CANTELLA | IVY | FL138 | 5645 CORAL RIDGE DR | Coral Springs | Florida | 33076 | 954-757-4980 | 954-757-4981 |
| 6500 | Javid | Bijan | FL138 | 1293 N University DR | Coral Springs | Florida | 33071 | 954-510-1602 | 954-510-1614 |
| 6577 | BARTHE | ALEXANDER | FL189 | 2260 S. FERDON BLVD | CRESTVIEW | Florida | 32536 | 850-689-2006 | 850-689-3009 |
| 6065 | ZBORALSKI | JAMES | FL158 | 6752 W GULF-TO-LAKE HWY | Crystal River | Florida | 34429 | 352-795-0033 | 352-795-0014 |
| 5500 | SHARIEF | OMAR | FL138 | 398 E DANIA BEACH BLVD | Dania Beach | Florida | 33004 | 954-923-9004 | 954-923-9094 |
| 5556 | LULF | STACY | FL153 | 109 AMBERSWEET WAY | DAVENPORT | Florida | 33897 | 863-420-1476 | 863-420-1524 |
| 390 | BERNSTEIN | LINDA | FL138 | 8930 W STATE RD 84 (Pine Island Plaza) | Davie | Florida | 33324-4456 | 954-473-9100 | 954-473-9224 |
| 520 | ELOI | PATRICK | FL138 | 4611 S UNIVERSITY | Davie | Florida | 33328-3817 | 954-680-9904 | 954-680-9906 |
| 4441 | Rivero | Eilyn | FL138 | 13762 W STATE RD 84 | Davie | Florida | 33325 | 954-473-1188 | 954-473-1020 |
| 4455 | ELOI | PATRICK | FL138 | 6511 NOVA DR | Davie | Florida | 33317 | 954-475-0994 | 954-475-9630 |
| 787 | JONES | GARY | FL142 | 1500 BEVILLE RD STE 606 | Daytona Beach | Florida | 32114-5644 | 386-257-9985 | 386-257-9984 |
| 4289 | BOEYEN | DEBORAH | FL142 | 2665 N ATLANTIC AVE | Daytona Beach | Florida | 32118 | 386-615-1133 | 386-615-1007 |
| 726 | PERSTEN | DAVID | FL138 | 265 S FEDERAL HWY | Deerfield Beach | Florida | 33441-4161 | 954-360-7555 | 954-360-7228 |
| 3646 | Jacobovitz | Andre | FL138 | 1121 S MILITARY TR | Deerfield Beach | Florida | 33442-7645 | 954-725-0655 | 954-725-0654 |
| 427 | OUSLEY | BARBARA | FL142 | 1742 S WOODLAND BLVD | DELAND | Florida | 32720-7001 | 386-738-3009 | 386-738-4302 |

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| 6027 | OUSLEY | BARBARA | FL142 | 1702 N WOODLAND BLVD #116 | DELAND | Florida | 32720 | 386-734-4086 | 386-734-4088 |
| 2793 | CHANDLER JR | CALVIN | FL115 | 455 NE 5TH AVE SUITE D | Delray Beach | Florida | 33483 | 561-276-3339 | 561-276-3229 |
| 3160 | CHANDLER JR | CALVIN | FL115 | 1730 S FEDERAL HWY | Delray Beach | Florida | 33483-3309 | 561-279-2440 | 561-279-2441 |
| 3227 | LEINWOHL | JACK | FL115 | 14545 J MILITARY TR | Delray Beach | Florida | 33484 | 561-498-7115 | 561-498-5016 |
| 4216 | JOSEPH | PREPETIT | FL115 | 4801 LINTON BLVD #11A | Delray Beach | Florida | 33445 | 561-865-4800 | 561-865-4665 |
| 4549 | URDANETA | MARIA | FL115 | 13900 S JOG RD STE 203 | Delray Beach | Florida | 33446 | 561-381-3055 | 561-381-0554 |
| 3998 | KNICKERBOCKER | SANDRA | FL142 | 915 DOYLE RD #303 | Deltona | Florida | 32725 | 386-575-0550 | 386-575-3050 |
| 1229 | Dogar | Zulfiquar | FL189 | 981 HIGHWAY 98 EAST STE 3 | Destin | Florida | 32541-2525 | 850-654-5774 | 850-654-4566 |
| 3707 | KIBLISKY | ALLAN | FL138 | 10773 NW 58TH STREET | Doral | Florida | 33178-2801 | 305-594-7622 | 305-594-3313 |
| 2155 | LYNCH | TERRY | FL153 | 1497 MAIN ST | Dunedin | Florida | 34698 | 727-738-4409 | 727-733-4504 |
| 6296 | BARTHE | ALEXANDER | FL189 | 1759 Memorial Lake Trail | Eglin | Florida | 32542 | 850-613-6980 | 850-613-6982 |
| 123 | Tringale | Amy | FL153 | 1811 ENGLEWOOD RD | ENGLEWOOD | Florida | 34223-1822 | 941-474-0667 | 941-474-5001 |
| 3404 | COOLEN | RICHARD | FL138 | 21301 S TAMIAMI TR #320 | Estero | Florida | 33928 | 239-948-1900 | 239-948-1901 |
| 4388 | NIHALANI | SAUMIL | FL142 | 2880 DAVID WALKER DR HWY 441 | EUSTIS | Florida | 32726 | 352-483-7447 | 352-483-7575 |
| 2241 | KETTLES | MICHAEL | FL158 | 1417 SADLER RD | FERNANDINA BEACH | Florida | 32034 | 904-277-0820 | 904-277-0890 |
| 3117 | NUNNERY | ASHLEN | FL158 | 5000-18 US HWY 17 S | Fleming Island | Florida | 32003 | 904-215-1303 | 904-215-1302 |
| 181 | Patel | Joshana | FL138 | 6278 N FEDERAL HWY | Fort Lauderdale | Florida | 33308 | 954-491-6245 | 954-491-6246 |
| 530 | ZINN | ELIA | FL138 | 1007 N FEDERAL HWY | Fort Lauderdale | Florida | 33304-1422 | 954-764-6245 | 954-764-6332 |
| 896 | LEON | FANNY | FL138 | 757 SE 17TH ST | Fort Lauderdale | Florida | 33316-2960 | 954-764-6900 | 954-764-7013 |
| 2033 | ZINN | ELIA | FL138 | 2805 E OAKLAND PARK BLVD | Fort Lauderdale | Florida | 33306 | 954-568-1990 | 954-568-1579 |
| 4356 | LAWRENCE | JAMES | FL138 | 401 E LAS OLAS BLVD SUITE 130 | Fort Lauderdale | Florida | 33301 | 954-463-0444 | 954-463-4700 |
| 905 | FINNERY | STEVE | FL138 | 6900 DANIELS PKWY STE 29 | FORT MYERS | Florida | 33912 | 239-768-3445 | 239-768-5322 |
| 2031 | SINGLETON (Deceased) | RICHARD | FL138 | 15880 SUMMERLIN RD STE 300 | FORT MYERS | Florida | 33908 | 239-489-1910 | 239-489-1668 |
| 3031 | PONZIO | MATTHEW | FL138 | 16970 SAN CARLOS BLVD STE 160 | FORT MYERS | Florida | 33908 | 239-454-7111 | 239-454-6222 |
| 5537 | FINNERY | JEAN | FL138 | 13650 FIDDLESTICKS BLVD #202 | FORT MYERS | Florida | 33912 | 239-225-6634 | 239-225-6635 |
| 6372 | GEBARA | GREGORY | FL138 | 4600 Summerlin Road STE C-2 | FORT MYERS | Florida | 33919 | 239-362-0174 | 239-362-0184 |
| 2135 | BARTHE | ALEXANDER | FL189 | 550 MARY ESTHER CUTOFF #18 | Fort Walton Beach | Florida | 32548 | 850-664-0521 | 850-664-0523 |
| 1867 | Estebanez | Kurtis | FL158 | 5200 NW 43RD ST STE 102 | GAINESVILLE | Florida | 32606-4486 | 352-377-6840 | 352-377-6747 |
| 2231 | Estebanez | Kurtis | FL158 | 2603 NW 13TH ST | GAINESVILLE | Florida | 32609 | 352-371-0403 | 352-371-0803 |
| 2715 | FRANCELLA | THOMAS | FL158 | 5745 SW 75TH ST | GAINESVILLE | Florida | 32608-5504 | 352-395-7447 | 352-335-9080 |
| 2919 | HOWARD | HERBERT | FL158 | 3324 W UNIVERSITY AVE | GAINESVILLE | Florida | 32607-2540 | 352-376-9999 | 352-376-2070 |
| 1941 | SCHIESSL | WALTER | FL240 | 362 GULF BREEZE PKWY | GULF BREEZE | Florida | 32561-4493 | 850-932-8533 | 850-932-1588 |
| 3304 | MILLER | BILLY | FL240 | 3311 GULF BREEZE PKWY | GULF BREEZE | Florida | 32563 | 850-916-7070 | 850-916-0602 |
| 1937 | REISER | DAVID | FL138 | 1835 E HALLANDALE BEACH BLVD | Hallandale | Florida | 33009 | 954-454-1131 | 954-454-5121 |
| 5452 | VELAZQUEZ | JUDELKI | FL138 | 1581 W 49TH ST | Hialeah | Florida | 33012 | 305-825-4111 | 305-825-4466 |
| 5279 | MORELLO | PETER | FL115 | 11718 S FEDERAL HWY | Hobe Sound | Florida | 33455 | 772-545-2224 | 772-545-2208 |
| 288 | HAUSFELD | CHARLES | FL138 | 3389 SHERIDAN ST | HOLLYWOOD | Florida | 33021-3606 | 954-963-2222 | 954-963-2344 |
| 4790 | ZINN | ERIC | FL138 | 4302 HOLLYWOOD BLVD | Hollywood | Florida | 33021 | 954-963-8558 | 954-963-5921 |
| 6502 | SHARIEF | OMAR | FL138 | 1722 SHERIDAN ST STE B103 | HOLLYWOOD | Florida | 33020 | 954-921-6502 | 954-921-6522 |
| 2521 | KINGSBURY | P | FL138 | 815 N HOMESTEAD BLVD | Homestead | Florida | 33030 | 305-245-0033 | 305-247-2864 |
| 6402 | KINGSBURY | P | FL138 | 3020 NE 41st Terrace STE 9 | HOMESTEAD | Florida | 33033 | 305-248-3240 | 305-248-3242 |
| 1133 | LEWIS | STEPHEN | FL153 | 12121 LITTLE RD | HUDSON | Florida | 34667-2924 | 727-869-1662 | 727-869-3093 |
| 6294 | Crawford | Daniel | FL153 | 14851 STATE ROAD 52 UNIT 107 | HUDSON | Florida | 34669 | 727-755-1877 | 727-755-0712 |
| 6379 | Ellis | Edward | FL142 | 274 E EAU GALLIE BLVD | Indian Harbour Beach | Florida | 32937 | 321-473-4685 | 321-473-4695 |
| 6613 | Barton | Ansley | FL189 | 13123 E EMERALD COAST PKWY STE B | INLET BEACH | Florida | 32413 | 850-502-4120 | 850-502-4119 |
| 5313 | MATTHEWS | BENITA | FL158 | 2659 E GULF TO LAKE HWY | INVERNESS | Florida | 34453 | 352-341-2020 | 352-341-2525 |
| 391 | THAN | WIN | FL158 | 2771 MONUMENT RD STE 29 | Jacksonville | Florida | 32225-3514 | 904-646-4941 | 904-646-4951 |

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|--------|-----------------|------------------|-------|--|--------------------|---------|------------|--------------|--------------|
| 692 | AGNIHOTRI | RAMA | FL158 | 5800 BEACH BLVD STE 203 | JACKSONVILLE | Florida | 32207-5180 | 904-398-6650 | 904-398-1065 |
| 1398 | PARK | CHI | FL158 | 10950 SAN JOSE BLVD STE 60 | JACKSONVILLE | Florida | 32223-7496 | 904-262-6360 | 904-262-6276 |
| 1490 | CRAIG | WILLIE | FL158 | 6999 MERRILL RD STE 2 | JACKSONVILLE | Florida | 32277-2690 | 904-743-0433 | 904-743-0733 |
| 1732 | NESLER | TRENA | FL158 | 14286 BEACH BLVD STE 19 | JACKSONVILLE | Florida | 32250 | 904-223-6061 | 904-223-6045 |
| 1950 | KETCHUM | MICHELLE | FL158 | 9838 OLD BAYMEADOWS RD | Jacksonville | Florida | 32256-8101 | 904-641-4999 | 904-565-2400 |
| 2383 | PATEL | NRUPAL | FL158 | 11250 OLD ST AUGUSTINE RD STE 15 | JACKSONVILLE | Florida | 32257 | 904-292-2100 | 904-292-2090 |
| 2665 | NAGEL | WALTER | FL158 | 4446 HENDRICKS AVE STE 1A | JACKSONVILLE | Florida | 32207-6367 | 904-739-9490 | 904-739-9494 |
| 2969 | WILLIS JR | GODFREY | FL158 | 3545 ST JOHNS BLUFF RD SOUTH STE 1 | JACKSONVILLE | Florida | 32224-2654 | 904-642-6607 | 904-642-7813 |
| 3458 | DARLOW | RICHARD | FL158 | 1650-302 MARGARET ST | JACKSONVILLE | Florida | 32204 | 904-381-6678 | 904-381-9432 |
| 3547 | DOOLABH | BIMAL | FL158 | 12620 BEACH BLVD STE 3 | JACKSONVILLE | Florida | 32246-7130 | 904-642-1070 | 904-642-9010 |
| 3559 | SANTORA | JOSEPH | FL158 | 13245 ATLANTIC BLVD #4 | Jacksonville | Florida | 32225-7118 | 904-221-2345 | 904-221-2346 |
| 3676 | FERMIL | VIRILIO | FL158 | 9378 ARLINGTON EXPRESSWAY | Jacksonville | Florida | 32225 | 904-727-0027 | 904-727-0809 |
| 3682 | Oliasami | Jeffrey | FL158 | 6001 ARGYLE FOREST BLVD STE 21 | JACKSONVILLE | Florida | 32244-6127 | 904-778-3334 | 904-778-9707 |
| 3773 | VERGEL JR | ESMERALDO | FL158 | 4495-304 ROOSEVELT BLVD | Jacksonville | Florida | 32210-3356 | 904-388-7220 | 904-389-1773 |
| 3879 | NAGEL | WALTER | FL158 | 3832-10 BAYMEADOWS RD | JACKSONVILLE | Florida | 32217 | 904-739-1363 | 904-739-1364 |
| 3927 | NUNNERY | ASHLEN | FL158 | 450 STATE RD 13 N #106 | Jacksonville | Florida | 32259 | 904-230-8881 | 904-230-8882 |
| 4509 | Wilkins | Victoria | FL158 | 221 N HOGAN ST | JACKSONVILLE | Florida | 32202 | 904-355-4190 | 904-355-4195 |
| 4573 | Oliasami | Ivy | FL158 | 2220 COUNTY RD 210 W STE 108 | JACKSONVILLE | Florida | 32259 | 904-417-2051 | 904-417-2054 |
| 4610 | LELINA | BENJAMIN | FL158 | 9526 ARGYLE FOREST BLVD STE B2 | JACKSONVILLE | Florida | 32222 | 904-425-4747 | 904-425-6700 |
| 4627 | FREEDMAN | DAVID | FL158 | 4320 DEERWOOD LAKE PKWY #101 | Jacksonville | Florida | 32216 | 904-998-2000 | 904-998-0600 |
| 4856 | PATEL | MANISH | FL158 | 731 DUVAL STATION RD #107 | Jacksonville | Florida | 32218 | 904-751-6582 | 904-751-6583 |
| 5123 | JAY | BYRON | FL158 | 13720 OLD ST AUGUSTINE RD STE 8 | JACKSONVILLE | Florida | 32258 | 904-262-7666 | 904-262-1211 |
| 5635 | BURNS | JAMES | FL158 | 7749 NORMANDY BLVD STE 145 | JACKSONVILLE | Florida | 32221 | 904-693-3835 | 904-693-3873 |
| 6282 | FRAZIER | SUSAN | FL158 | 8 UNF DR | JACKSONVILLE | Florida | 32224-1673 | 904-620-4800 | 904-620-4802 |
| 1707 | DOOLABH | BIMAL | FL158 | 3948 3RD ST SOUTH, SOUTH BEACH REGIONAL PLAZA, | Jacksonville Beach | Florida | 32250 | 904-249-7556 | 904-249-0741 |
| 1255 | NEHER | ELIZABETH | FL115 | 4300 S US HWY 1 STE 203 | JUPITER | Florida | 33477-1125 | 561-775-0055 | 561-775-0089 |
| 2603 | NEHER | ELIZABETH | FL115 | 6671 W INDIANTOWN RD STE 50 | JUPITER | Florida | 33458-3984 | 561-575-5799 | 561-575-5898 |
| 3563 | NEHER | ELIZABETH | FL115 | 5500 MILITARY TRAIL #22 | JUPITER | Florida | 33458 | 561-691-9222 | 561-691-8232 |
| 6529 | Daly | John | FL115 | 3900 E INDIANTOWN RD STE 607 | JUPITER | Florida | 33477 | 561-747-8322 | 561-747-8324 |
| 4181 | SILVA | SHARON | FL138 | 101425 OVERSEAS HWY | Key Largo | Florida | 33037 | 305-453-4877 | 305-453-4878 |
| 6171 | BEACH | MICHELE | FL138 | 31 OCEAN REEF DR STE C-101 | Key Largo | Florida | 33037 | 305-396-7444 | 305-396-7443 |
| 1471 | BURKHART | CLAYTON | FL138 | 2900 N ROOSEVELT BLVD STE 1107 | Key West | Florida | 33040-4077 | 305-292-4177 | 305-292-4178 |
| 1816 | MOVILLA | MAURICIO | FL142 | 1970 E OSCEOLA PKWY | KISSIMMEE | Florida | 34743-8630 | 407-348-7266 | 407-348-7966 |
| 3017 | BROWNE | AMBER | FL142 | 7862 W IRLO BRONSON HWY | KISSIMMEE | Florida | 34747 | 407-390-1899 | 407-390-1855 |
| 5847 | BUDHAN | RAJENDRA | FL142 | 1441 FORTUNE RETAIL CT | KISSIMMEE | Florida | 34744 | 407-518-1813 | 407-518-1823 |
| 6101 | MCKELVY | WILLIAM | FL142 | 3050 DYER BLVD | Kissimmee | Florida | 34741 | 407-932-2700 | 407-932-1400 |
| 5936 | STANLEY | JOSEPH | FL138 | 505 W HICKPOCHEE AVE UNIT #200 | LABELLE | Florida | 33935 | 863-675-0902 | 863-675-1335 |
| 3514 | MORSE | GEORGE | FL189 | 295 NW COMMONS LOOP SUITE 115 | Lake City | Florida | 32055 | 386-755-9890 | 386-755-9824 |
| 3540 | PRINCIPE | ROBERT | FL142 | 4300 W LAKE MARY BLVD STE 1010 | Lake Mary | Florida | 32746-2449 | 407-805-9797 | 407-805-8889 |
| 4118 | HALPENNY | PATRICK | FL142 | 7025 COUNTY RD #46A STE 1071 | Lake Mary | Florida | 32746 | 407-333-3433 | 407-333-3210 |
| 4837 | PATEL | PINAKIN | FL153 | 23781 US HWY 27 | LAKE WALES | Florida | 33859 | 863-676-1309 | 863-676-1356 |
| 3523 | ALIANIELLO | JEFFREY | FL115 | 6586 HYPOLUXO RD | Lake Worth | Florida | 33467-7678 | 561-432-8890 | 561-432-8891 |
| 1858 | KINGTON | BEVERLY | FL153 | 4798 S FLORIDA AVE | LAKELAND | Florida | 33813-2181 | 863-647-1108 | 863-648-4581 |

| Center | Owner Last Name | Owner First Name | Area | Address | City | State | Zip | Phone | Fax |
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| 3307 | LABIAK | RICHARD | FL153 | 5337 N SOCRUM LOOP RD | Lakeland | Florida | 33809-4256 | 863-815-1322 | 863-815-8335 |
| 4056 | KINGTON | BEVERLY | FL153 | 3616 HARDEN BLVD | Lakeland | Florida | 33803 | 863-709-1141 | 863-709-1148 |
| 4142 | LULF | STACY | FL153 | 2161 COUNTY ROAD 540A | LAKELAND | Florida | 33813 | 863-709-8585 | 863-709-8586 |
| 109 | BARNHIZER | CHIKA | FL153 | 3665 E BAY DR STE 204 | Largo | Florida | 33771-1989 | 727-535-0620 | 727-530-9264 |
| 5092 | SUPRENANT | SCOTT | FL153 | 13801 WALSINGHAM RD STE A | Largo | Florida | 33774 | 727-517-2355 | 727-517-2366 |
| 3102 | SCHILLING | PAUL | FL138 | 4846 N UNIVERSITY DR | Lauderhill | Florida | 33351 | 954-572-7666 | 954-572-4006 |
| 5030 | GEBARA | GREGORY | FL138 | 5781 LEE BLVD STE 208 | LEHIGH ACRES | Florida | 33971 | 239-334-4490 | 239-334-6562 |
| 6416 | Jackson | Robert | FL138 | 2436 N. Federal HWY | Lighthouse Point | Florida | 33064 | 954-633-5444 | 954-633-5446 |
| 3963 | WILLS | W | FL153 | 5668 FISHHAWK CROSSING BLVD | LITHIA | Florida | 33547 | 813-643-9020 | 813-643-9460 |
| 3225 | MCDONALD | NIEL | FL153 | 5380 GULF OF MEXICO DR STE 105 | LONGBOAT KEY | Florida | 34228 | 941-383-8989 | 941-383-8534 |
| 1819 | Lunderstadt | Robin | FL153 | 23110 STATE RD 54 | LUTZ | Florida | 33549 | 813-948-2287 | 813-948-2163 |
| 2620 | RAISLER | GREGG | FL153 | 3959 VAN DYKE RD | Lutz | Florida | 33558-8025 | 813-968-1911 | 813-968-8732 |
| 6434 | Randazzo | Anthony | FL153 | 18865 State RD 54 | LUTZ | Florida | 33558 | 813-949-7129 | 813-949-7104 |
| 3015 | BONNIN | MARY | FL189 | 2310 S HWY 77 STE 110 | Lynn Haven | Florida | 32444 | 850-265-3011 | 850-265-9815 |
| 3991 | SILVA | ARNO | FL138 | 5409 OVERSEAS HWY | MARATHON | Florida | 33050 | 305-743-2005 | 305-743-3388 |
| 2637 | GAUSS | RON | FL138 | 1083 N COLLIER BLVD | Marco Island | Florida | 34145-2539 | 239-642-0011 | 239-642-9082 |
| 2277 | FONGYEE | GRANVILLE | FL138 | 7378 W ATLANTIC BLVD | Margate | Florida | 33063-4214 | 954-970-9771 | 954-970-9981 |
| 6003 | WILLIAMS | JUDITH | FL189 | 4415-C CONSTITUTION LN | Marianna | Florida | 32448 | 850-526-4877 | 850-526-1952 |
| 2448 | MEANS II | WILLIAM | FL142 | 7777 N WICKHAM RD STE #12 | MELBOURNE | Florida | 32940-7979 | 321-253-2600 | 321-253-8454 |
| 6570 | Ellis | Edward | FL142 | 3682 N Wickham Rd STE B1 | MELBOURNE | Florida | 32935 | 321-428-4554 | 321-428-4504 |
| 4143 | PATEL | MAMTA | FL142 | 125 E MERRITT ISLAND CAUSEWAY STE 209 | Merritt Island | Florida | 32952 | 321-449-3995 | 321-449-8581 |
| 487 | MIZRAHI | Ron | FL138 | 8306 MILLS DR | MIAMI | Florida | 33183-4838 | 305-595-8577 | 305-595-2569 |
| 517 | KIBLISKY | ALLAN | FL138 | 9737 NW 41ST ST | MIAMI | Florida | 33178 | 305-594-1190 | 305-594-4458 |
| 1541 | ALCALDE DE ANEZ | SANDRA | FL138 | 13611 S DIXIE HWY STE 109 | MIAMI | Florida | 33176 | 305-256-0114 | 305-256-9587 |
| 1631 | HOELZEL | KEITH | FL138 | 6800 SW 40TH ST (BIRD RD) | Miami | Florida | 33155-3708 | 305-667-2379 | 305-667-2386 |
| 1711 | Padron | Frank | FL138 | 6619 S DIXIE HWY | MIAMI | Florida | 33143-7919 | 305-669-8290 | 305-669-8199 |
| 2294 | ROSA | WILMARIE | FL138 | 18495 S DIXIE HWY | Miami | Florida | 33157-6817 | 305-238-2242 | 305-238-3762 |
| 2439 | CATANACH | JEFFERY | FL138 | 3109 GRAND AVE | Miami | Florida | 33133-5103 | 305-445-6665 | 305-445-6567 |
| 2563 | PINO | JAVIER | FL138 | 8567 SW 24 STREET (CORAL WAY) | MIAMI | Florida | 33155-2335 | 305-261-9091 | 305-261-9432 |
| 2641 | PINO | JAVIER | FL138 | 8724 SW 72ND ST | MIAMI | Florida | 33173-3512 | 305-595-0414 | 305-595-5633 |
| 2791 | HERNANDEZ JR | ISMAEL | FL138 | 2520 SW 22ND ST STE 2 (CORAL WAY) | MIAMI | Florida | 33145-3438 | 305-285-1818 | 305-285-9555 |
| 2914 | LEIVA | CARLO | FL138 | 12973 SW 112TH ST | MIAMI | Florida | 33186-4768 | 305-382-5220 | 305-382-4920 |
| 3155 | FRIEDMAN | ALAN | FL138 | 247 SW 8TH ST | MIAMI | Florida | 33130 | 305-858-1221 | 305-858-5548 |
| 3177 | PRESAS | DAVID | FL138 | 5727 NW 7TH ST | MIAMI | Florida | 33126 | 305-264-3939 | 305-264-3039 |
| 3445 | DELGADO | EDUARDO | FL138 | 13876 SW 56TH ST (MILLER SQUARE SHP CTR) | MIAMI | Florida | 33175-6021 | 305-385-8486 | 305-385-3739 |
| 3577 | PALACIOS | MYRSA | FL138 | 14629 SW 104 STREET | MIAMI | Florida | 33186-2905 | 305-408-7430 | 305-408-7432 |
| 4761 | FRIEDMAN | ALAN | FL138 | 199 E FLAGLER ST | MIAMI | Florida | 33131 | 305-372-9877 | 305-372-9817 |
| 5471 | RODRIGUEZ | JORGE | FL138 | 1421 SW 107TH AVE | Miami | Florida | 33174 | 305-225-1570 | 305-225-1578 |
| 6106 | ROJAS SR | VICENTE | FL138 | 11231 NW 20TH ST STE 140 | Miami | Florida | 33172 | 786-342-7748 | 786-342-7749 |
| 6195 | TSIALAS | JOHN | FL138 | 6815 BISCAYNE BLVD | MIAMI | Florida | 33138 | 305-759-8877 | 305-759-8899 |
| 6262 | Brime | Enrique | FL138 | 1951 NW 7th AVE STE 160 | MIAMI | Florida | 33136 | 305-779-2330 | 305-418-0862 |
| 6448 | Del Rey | Francisco | FL138 | 8355 W. Flagler ST | MIAMI | Florida | 33144 | 786-516-2816 | 786-703-7971 |
| 6523 | ROSA | WILMARIE | FL138 | 13818 SW 152nd St | MIAMI | Florida | 33177 | 786-429-1303 | 786-732-4948 |
| 1666 | KIBLISKY | ALLAN | FL138 | 1521 ALTON RD | MIAMI BEACH | Florida | 33139-3301 | 305-538-5076 | 305-538-3287 |
| 3041 | KIBLISKY | ALLAN | FL138 | 6538 COLLINS AVE | MIAMI BEACH | Florida | 33141 | 305-866-5500 | 305-866-2131 |
| 6172 | LOPEZ | MARCOS | FL138 | 4525 COLLINS AVE | MIAMI BEACH | Florida | 33140 | 305-420-5378 | 305-677-2146 |
| 6330 | PAGLIAROLI | JAMES | FL138 | 1901 Convention Center Drive | MIAMI BEACH | Florida | 33139 | 786-276-2696 | 786-276-2658 |

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| 6445 | Parker | Jonathan | FL138 | 3921 Alton RD | MIAMI BEACH | Florida | 33140 | 305-695-0500 | 305-695-0600 |
| 3959 | MORANA | BARBARA | FL138 | 18520 NW 67TH AVE | Miami Gardens | Florida | 33015 | 305-557-1111 | 305-556-1329 |
| 5800 | ZINN | ERIC | FL138 | 19821 NW 2ND AVE | Miami Gardens | Florida | 33169 | 305-653-4700 | 305-653-4714 |
| 3170 | ARGUELLO | RODRI | FL138 | 8004 NW 154 ST | Miami Lakes | Florida | 33016 | 305-512-3646 | 305-512-4205 |
| 2284 | KEY | JOAN | FL240 | 6223 HWY 90 | Milton | Florida | 32570-1705 | 850-623-8353 | 850-623-6150 |
| 4332 | DELGADO | LUIS | FL138 | 14359 MIRAMAR PKWY | Miramar | Florida | 33027 | 954-322-1001 | 954-322-1070 |
| 6564 | Johnson | Cathy | FL138 | 2413 MAIN ST | Miramar | Florida | 33025 | 954-362-7991 | 954-842-2598 |
| 2222 | DOONEY | KEVIN | FL189 | 11275 US HWY 98 W STE 6 | MIRAMAR BEACH | Florida | 32550 | 850-837-6011 | 850-837-5570 |
| 4873 | DOONEY | KEVIN | FL189 | 755 GRAND BLVD STE B-105 | MIRAMAR BEACH | Florida | 32550 | 850-267-6050 | 850-267-9002 |
| 4024 | KINGTON | BEVERLY | FL153 | 2028 SHEPHERD RD | Mulberry | Florida | 33860-8699 | 863-709-1886 | 863-709-1523 |
| 1117 | Woodhouse | Lorraine | FL138 | 4001 SANTA BARBARA BLVD | NAPLES | Florida | 34104-8808 | 239-455-7778 | 239-455-7885 |
| 1515 | PATEL | SHARAD | FL138 | 2338 IMMOKALEE RD | NAPLES | Florida | 34110-1445 | 239-591-8448 | 239-591-4766 |
| 2240 | ELLERBY | BRIAN | FL138 | 6017 PINE RIDGE RD | NAPLES | Florida | 34119-3956 | 239-455-6245 | 239-455-7329 |
| 2569 | WILLIAMS | LYNN | FL138 | 2614 N TAMIAMI TR | NAPLES | Florida | 34103 | 239-261-8884 | 239-261-7008 |
| 3139 | Mastej | J. Michael | FL138 | 8805 TAMIAMI TR N | NAPLES | Florida | 34108 | 239-597-9221 | 239-597-7797 |
| 3369 | ANDIS | JASON | FL138 | 340 9TH ST N (US 41) | NAPLES | Florida | 34102 | 239-262-7678 | 239-261-0777 |
| 4852 | MILES | DARREN | FL138 | 4915 RATTLESNAKE HAMMOCK RD | Naples | Florida | 34113 | 239-354-3500 | 239-354-0007 |
| 6224 | SAUNDERS | LAWRENCE | FL138 | 7935 AIRPORT PULLING RD STE 4 | NAPLES | Florida | 34109 | 239-325-9694 | 239-325-9726 |
| 2124 | KEY | JOAN | FL240 | 8668 NAVARRE PKWY | NAVARRE | Florida | 32566 | 850-939-3311 | 850-939-0033 |
| 641 | LEGROW | DOUGLAS | FL153 | 7143 STATE RD 54 | New Port Richey | Florida | 34653-6104 | 727-372-7143 | 727-372-7146 |
| 1851 | JOHNSON | RODNEY | FL153 | 1324 SEVEN SPRINGS BLVD | New Port Richey | Florida | 34655-5635 | 727-372-1383 | 727-372-1375 |
| 5895 | DeMARCO | DAVID | FL153 | 8348 LITTLE RD | New Port Richey | Florida | 34654 | 727-849-4544 | 727-849-8750 |
| 2827 | WALSH | JAMES | FL142 | 1982 STATE RD 44 | New Smyrna Beach | Florida | 32168 | 386-424-0800 | 386-424-5664 |
| 3841 | GATSON | BRENDA | FL158 | 14260 WEST NEWBERRY RD | NEWBERRY | Florida | 32669 | 352-332-9511 | 352-332-1194 |
| 6467 | Lester | Daniel | FL153 | 1079 N. Tamiami Trail | NOKOMIS | Florida | 34275 | 941-882-3711 | 941-882-3714 |
| 4253 | KIBLISKY | ALLAN | FL138 | 1835 NE MIAMI GARDENS DR | North Miami Beach | Florida | 33179 | 305-792-7733 | 305-792-0032 |
| 6290 | Gisales | Luis | FL138 | 14651 Biscayne Blvd | North Miami Beach | Florida | 33181 | 305-949-1397 | 305-949-5886 |
| 3410 | RIVERA | LAURA | FL115 | 378 NORTHLAKE BLVD | North Palm Beach | Florida | 33408 | 561-844-9997 | 561-844-5995 |
| 4368 | STEFF | SHIRLEY | FL115 | 11231 US HWY 1 | North Palm Beach | Florida | 33408 | 561-691-4095 | 561-691-4235 |
| 4162 | SCOTT | SAMUEL | FL153 | 1181 SOUTH SUMTER BLVD | North Port | Florida | 34287 | 941-429-2000 | 941-429-2009 |
| 4027 | Benevisto | Spencer | FL138 | 5079 NORTH DIXIE HWY | Oakland Park | Florida | 33334 | 954-489-1675 | 954-489-1240 |
| 929 | Libby | James | FL142 | 3101 SW 34TH AVE STE 905 | Ocala | Florida | 34474-4432 | 352-237-3242 | 352-237-3016 |
| 3849 | Libby | James | FL142 | 2775 NW 49TH AVE STE 205 | Ocala | Florida | 34482 | 352-368-1971 | 352-368-1978 |
| 5520 | LIN | NAI | FL142 | 11100 SW 93RD COURT RD STE 10 | Ocala | Florida | 34481 | 352-402-0099 | 352-402-0096 |
| 6534 | Libby | James | FL142 | 3035 SE Maricamp RD STE 104 | Ocala | Florida | 34471 | 352-694-2516 | 352-694-2519 |
| 4092 | PATEL | GIRISH | FL153 | 17633 GUNN HWY | Odessa | Florida | 33556 | 813-926-4954 | 813-926-6303 |
| 5684 | POPE | ERIC | FL115 | 1414 S PARROTT AVE | Okeechobee | Florida | 34974 | 863-763-9777 | 863-763-9778 |
| 2570 | AMIN | BHUPENDRA | FL142 | 2578 ENTERPRISE ROAD | ORANGE CITY | Florida | 32763 | 386-774-6996 | 386-774-6987 |
| 2685 | KETCHUM | MICHELLE | FL158 | 950-23 BLANDING BLVD | ORANGE PARK | Florida | 32065-5912 | 904-276-1718 | 904-276-1757 |
| 5287 | Cabral | Heidi | FL158 | 410 BLANDING BLVD #9 | ORANGE PARK | Florida | 32073 | 904-276-2966 | 904-276-2955 |
| 407 | QUINT | RICHARD | FL142 | 3208 EAST COLONIAL DR STE C | ORLANDO | Florida | 32803-5122 | 407-897-3542 | 407-898-8209 |
| 786 | Shah | Easha | FL142 | 10151 UNIVERSITY BLVD | ORLANDO | Florida | 32817-1904 | 407-657-7070 | 407-657-9586 |
| 881 | MORRIS | JEFFREY | FL142 | 4630 S KIRKMAN RD | Orlando | Florida | 32811 | 407-578-6322 | 407-578-6255 |
| 1470 | DHANRAJ | PETER | FL142 | 3936 S SEMORAN BLVD | ORLANDO | Florida | 32822 | 407-381-1640 | 407-381-1574 |
| 1619 | PATEL | KALPESH | FL142 | 11310 S ORANGE BLOSSOM TRAIL | Orlando | Florida | 32837-9421 | 407-857-4566 | 407-857-8515 |
| 1984 | FRANKLIN | LYNN | FL142 | 509 S CHICKASAW TRAIL | Orlando | Florida | 32825-7852 | 407-382-3787 | 407-382-3674 |
| 2001 | BISSINGER | RICHARD | FL142 | 3956 TOWN CENTER BLVD | ORLANDO | Florida | 32837 | 407-855-8766 | 407-855-5958 |

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| 2217 | AMRATEL | VIPULKUMAR | FL142 | 7512 DOCTOR PHILLIPS BLVD STE 50 | ORLANDO | Florida | 32819 | 407-352-3767 | 407-352-5535 |
| 2554 | KNICKERBOCK ER | SANDRA | FL142 | 12472 LAKE UNDERHILL RD | ORLANDO | Florida | 32828-7144 | 407-658-0101 | 407-658-8995 |
| 3880 | KNICKERBOCK ER | SANDRA | FL142 | 8815 CONROY WINDERMERE RD | ORLANDO | Florida | 32835 | 407-909-9160 | 407-909-9162 |
| 3999 | KNICKERBOCK ER | SANDRA | FL142 | 424 E CENTRAL BLVD | ORLANDO | Florida | 32801 | 407-872-1057 | 407-872-1067 |
| 4083 | Patel | Shital | FL142 | 1969 S ALAFAYA TRAIL | ORLANDO | Florida | 32828 | 407-382-0353 | 407-382-9474 |
| 4199 | AZZAOUI | KHALID | FL142 | 4409 HOFFNER AVE | ORLANDO | Florida | 32812 | 407-851-5772 | 407-851-8208 |
| 4365 | MEHTA | VIMALKUMAR | FL142 | 8131 VINELAND AVE | ORLANDO | Florida | 32821 | 407-465-1700 | 407-465-1701 |
| 4625 | SHAGINAW | MICHAEL | FL142 | 16877 E COLONIAL DR | ORLANDO | Florida | 32820 | 407-568-9401 | 407-568-9403 |
| 5551 | Preston | Kevin | FL142 | 10524 MOSS PARK RD STE 204 | ORLANDO | Florida | 32832 | 407-737-6635 | 407-737-6636 |
| 6137 | GORDON | KEVIN | FL142 | 6001 DESTINATION PKWY | ORLANDO | Florida | 32819 | 407-313-8688 | 407-313-4301 |
| 6182 | LEATHLEY | STEPHEN | FL142 | 2014 EDGEWATER DR | ORLANDO | Florida | 32804 | 407-601-6969 | 407-601-6970 |
| 6193 | MOLLILLA | MAURICIO | FL142 | 2423 S ORANGE AVE | ORLANDO | Florida | 32806 | 407-849-1106 | 407-849-1107 |
| 6386 | MOLLNHAUER JR | HENRY | FL142 | 7499 Augusta National Dr | ORLANDO | Florida | 32822 | 407-851-9000 | 407-858-0130 |
| 6403 | AMIN | DHARMESH | FL142 | 10100 International Dr | ORLANDO | Florida | 32821 | 407-370-8608 | 407-352-6451 |
| 6428 | MEHTA | VIMALKUMAR | FL142 | 8015 International DR | ORLANDO | Florida | 32819 | 407-413-5858 | 407-413-5878 |
| 6442 | Sguario | Clayton | FL142 | 12386 State Road 535 | ORLANDO | Florida | 32836-6701 | 407-477-2744 | 407-477-2745 |
| 6551 | Preston | Kevin | FL142 | 6441 S Chickasaw Trail | ORLANDO | Florida | 32829 | 407-270-4509 | 407-270-4511 |
| 6605 | AMIN | DHARMESH | FL142 | 5250 International Dr | ORLANDO | Florida | 32819 | 407-352-7790 | 407-352-7986 |
| 4065 | Smith | Ronald | FL142 | 226 N NOVA RD | ORMOND BEACH | Florida | 32174 | 386-677-4448 | 386-677-3380 |
| 2126 | KNICKERBOCK ER | SANDRA | FL142 | 4250 ALAFAYA TRAIL STE 212 | Oviedo | Florida | 32765 | 407-359-7702 | 407-359-7729 |
| 2484 | TARIQ | KHALID | FL142 | 2200 WINTER SPRINGS BLVD STE 106 | Oviedo | Florida | 32765-9359 | 407-366-5352 | 407-366-6557 |
| 4247 | CHIN | CLIFF | FL142 | 1809 E BROADWAY | Oviedo | Florida | 32765 | 407-359-8770 | 407-359-8087 |
| 4078 | POLLARD | PAMELA | FL240 | 4960 HWY 90 | PACE | Florida | 32571 | 850-995-0666 | 850-995-1432 |
| 5319 | PATEL | MAMTA | FL142 | 4651 BABCOCK ST NE STE 18 | Palm Bay | Florida | 32905 | 321-951-0551 | 321-951-0518 |
| 5005 | CHANDLER JR | CALVIN | FL115 | 340 ROYAL POINCIANA WAY STE 317 | Palm Beach | Florida | 33480 | 561-655-1017 | 561-655-1671 |
| 1303 | NEHER | ELIZABETH | FL115 | 4521 PGA BLVD | Palm Beach Gardens | Florida | 33418-3967 | 561-624-6300 | 561-624-0922 |
| 4067 | NEHER | ELIZABETH | FL115 | 4371 NORTHLAKE BLVD | Palm Beach Gardens | Florida | 33410 | 561-622-7117 | 561-622-3151 |
| 3023 | FELKE | JOHN | FL115 | 2740 SW MARTIN DOWNS BLVD | PALM CITY | Florida | 34990 | 772-219-0933 | 772-219-0931 |
| 2462 | EGGERT | GERALD | FL158 | 138 PALM COAST PKWY NE | Palm Coast | Florida | 32137-8241 | 386-445-7099 | 386-445-7687 |
| 5906 | ROUNTREE | JOANNE | FL158 | 800 BELLE TERRE PKWY STE 200 | Palm Coast | Florida | 32164 | 386-586-7906 | 386-586-2230 |
| 858 | ZBORALSKI | JAMES | FL153 | 35246 US HWY 19 N | Palm Harbor | Florida | 34684-1931 | 727-784-4040 | 727-789-3758 |
| 1112 | WILLIAMS | KENNETH | FL153 | 36181 E LAKE RD | Palm Harbor | Florida | 34685-3142 | 727-785-6633 | 727-785-5717 |
| 1249 | STEGER | PAUL | FL153 | 334 EAST LAKE RD | Palm Harbor | Florida | 34685-2427 | 727-785-4900 | 727-786-1929 |
| 6278 | DAVIS | ELIZABETH | FL153 | 30725 US Hwy 19 N | Palm Harbor | Florida | 34684 | 727-724-4161 | 727-953-7132 |
| 3024 | SANON | WILSON | FL115 | 1732 S CONGRESS AVE | Palm Springs | Florida | 33461 | 561-969-1047 | 561-969-6352 |
| 5558 | MAGEE | DAVID | FL153 | 1180 8TH AVE W | Palmetto | Florida | 34221 | 941-723-0001 | 941-721-8015 |
| 521 | Banker | Indu | FL189 | 653 W 23RD ST | Panama City | Florida | 32405-3922 | 850-784-4877 | 850-784-1734 |
| 827 | Cornell | Scott | FL189 | 390 S TYNDALL PKWY | Panama City | Florida | 32404-6724 | 850-785-6000 | 850-785-6408 |
| 5856 | KING | JO | FL189 | 13800 PANAMA CITY BEACH PKWY | PANAMA CITY BEACH | Florida | 32407 | 850-236-8779 | 850-236-8548 |
| 6067 | KING | JO | FL189 | 1016 THOMAS DR | Panama City Beach | Florida | 32408 | 850-249-2597 | 850-249-2599 |
| 2744 | ENGLERT | GEORGE | FL153 | 8955 US HWY 301 N | PARRISH | Florida | 34219-8701 | 941-776-0899 | 941-776-0909 |
| 417 | ELOI | PATRICK | FL138 | 8362 PINES BLVD | Pembroke Pines | Florida | 33024-6600 | 954-436-9990 | 954-436-9924 |
| 2329 | DELGADO | LUIS | FL138 | 18459 PINES BLVD | Pembroke Pines | Florida | 33029-1422 | 954-436-3326 | 954-431-3383 |
| 2867 | BAHADUR | BASMATI | FL138 | 320 S. FLAMINGO RD | Pembroke Pines | Florida | 33027-1770 | 954-435-5577 | 954-435-1004 |
| 3717 | JORDA | KAREN | FL138 | 15757 PINES BLVD | Pembroke Pines | Florida | 33027-1220 | 954-442-7779 | 954-442-7227 |

| Center | Owner Last Name | Owner First Name | Area | Address | City | State | Zip | Phone | Fax |
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| 1741 | Kennedy | Sheryl | FL240 | 4771 BAYOU BLVD | PENSACOLA | Florida | 32503-2607 | 850-478-7171 | 850-478-5669 |
| 1742 | EVERIDGE JR | JAMES | FL240 | 4600 MOBILE HWY STE 9 | Pensacola | Florida | 32506-3508 | 850-456-0220 | 850-456-0065 |
| 1942 | EVERIDGE JR | JAMES | FL240 | 40 W NINE MILE RD #2 | PENSACOLA | Florida | 32534-1274 | 850-479-4009 | 850-479-0722 |
| 2339 | SOUZA | ED | FL240 | 6847 N 9TH AVE STE A | PENSACOLA | Florida | 32504-7349 | 850-477-1044 | 850-477-5231 |
| 2927 | KUKLISH | THOMAS | FL240 | 4051 BARRANCAS AVE STE G | PENSACOLA | Florida | 32507-3482 | 850-457-1099 | 850-457-1022 |
| 3517 | THRASHER | STEVE | FL240 | 38 S BLUE ANGEL PKWY | PENSACOLA | Florida | 32506 | 850-457-0848 | 850-457-2949 |
| 3971 | SOUZA | ED | FL240 | 1765 E NINE MILE RD STE 1 | Pensacola | Florida | 32514 | 850-479-2623 | 850-479-2622 |
| 4535 | PELLEGRINO | DAVID | FL240 | 2172 WEST NINE MILE RD | PENSACOLA | Florida | 32534-9413 | 850-857-1957 | 850-857-1976 |
| 5202 | SOUZA | ED | FL240 | 707 E CERVANTES ST STE B | Pensacola | Florida | 32501 | 850-433-8334 | 850-433-8311 |
| 1730 | ARGUELLO | CARLOS | FL138 | 11767 S DIXIE HIGHWAY | Pinecrest | Florida | 33156-4438 | 305-256-0256 | 305-256-0467 |
| 5510 | CRAWFORD | LAURA | FL153 | 7780 49TH ST NORTH | Pinellas Park | Florida | 33781 | 727-209-2459 | 727-209-2619 |
| 6420 | HILL | SARAH | FL158 | 8725 Placida Road | Placida | Florida | 33946 | 941-697-2068 | 941-697-2069 |
| 1823 | Sullivan | David | FL153 | 1808 JAMES L REDMAN PKWY | PLANT CITY | Florida | 33563-7155 | 813-754-5533 | 813-752-4455 |
| 2537 | GARCIA | JUAN | FL138 | 1856 N NOB HILL RD | PLANTATION | Florida | 33322 | 954-236-0064 | 954-472-8077 |
| 2720 | IYAR | CHANDRAKASA N | FL138 | 1830 N UNIVERSITY DR | PLANTATION | Florida | 33322-4115 | 954-474-9990 | 954-474-0443 |
| 3600 | MARTINEZ | EDWIN | FL138 | 6919 W BROWARD BLVD | PLANTATION | Florida | 33317-2902 | 954-585-8330 | 954-585-8331 |
| 4329 | Tohar | Refael | FL138 | 151 N NOB HILL RD | PLANTATION | Florida | 33324 | 954-473-2007 | 954-473-2016 |
| 4901 | Sacks | Ruben | FL138 | 43 S POWERLINE RD | Pompano Beach | Florida | 33069 | 954-935-5100 | 954-935-5101 |
| 5299 | JOHNSON | ROBERT | FL138 | 49 N FEDERAL HWY | Pompano Beach | Florida | 33062 | 954-942-8656 | 954-782-6834 |
| 2431 | DUNCAN | MICHAEL | FL158 | 830-13 A1A N | PONTE VEDRA | Florida | 32082-3290 | 904-285-2345 | 904-285-3767 |
| 4898 | FREEDMAN | HEATH | FL158 | 101 MARKETSIDE AVE STE 404 | PONTE VEDRA | Florida | 32081 | 904-273-2889 | 904-273-2779 |
| 6164 | DUNCAN | BRETT | FL158 | 1000 PGA TOUR BLVD | PONTE VEDRA BEACH | Florida | 32082 | 904-280-7005 | 904-280-3430 |
| 3195 | SCOTT | SAMUEL | FL158 | 3280 55A TAMAMI TRAIL | Port Charlotte | Florida | 33952 | 941-764-9500 | 941-764-9505 |
| 4198 | MISIR | JAGOT | FL158 | 13435 S MCCALL RD | Port Charlotte | Florida | 33981 | 941-698-9600 | 941-698-9699 |
| 4522 | SCOTT | SAMUEL | FL158 | 24123 PEACHLAND BLVD UNIT C-4 | Port Charlotte | Florida | 33954 | 941-764-0048 | 941-764-1718 |
| 4016 | WALSH | JAMES | FL142 | 1648 TAYLOR RD | Port Orange | Florida | 32127 | 386-760-5566 | 386-760-5544 |
| 1934 | LEWIS | STEPHEN | FL153 | 9438 US HWY 19 N BAY | Port Richey | Florida | 34668-4623 | 727-847-5758 | 727-845-3940 |
| 3294 | WILLETTE | JASON | FL115 | 10302 S FEDERAL HWY | Port Saint Lucie | Florida | 34952-5605 | 772-337-7500 | 772-337-7501 |
| 3932 | NEHER | ELIZABETH | FL115 | 1391 NW ST LUCIE WEST BLVD | Port Saint Lucie | Florida | 34986 | 772-340-0043 | 772-340-3050 |
| 4314 | HENDRY | JASON | FL115 | 5475 NW SAINT JAMES DR | Port Saint Lucie | Florida | 34983 | 772-340-5055 | 772-340-5503 |
| 4629 | TERAN | FRANKLIN | FL115 | 7548 SOUTH US HWY 1 | Port St Lucie | Florida | 34952 | 772-873-4536 | 772-873-4538 |
| 5525 | WILLETTE | JASON | FL115 | 10380 SW VILLAGE CENTER DR | Port St Lucie | Florida | 34987 | 772-345-1300 | 772-345-1302 |
| 1508 | Scherer | Mark | FL158 | 1133 BAL HARBOR BLVD STE 1139 | PUNTA GORDA | Florida | 33950-6574 | 941-575-7400 | 941-575-7402 |
| 3452 | KJOSA | JEANETTE | FL153 | 11705 BOYETTE RD | Riverview | Florida | 33569 | 813-672-9483 | 813-672-3894 |
| 5215 | KJOSA JR | DAVID | FL153 | 13194 US HWY 301 | RIVERVIEW | Florida | 33578 | 813-741-1140 | 813-741-1152 |
| 6090 | WITSCHEN | STEVEN | FL153 | 10312 BLOOMINGDALE AVE STE 108 | Riverview | Florida | 33578-3663 | 813-620-1100 | 813-620-1101 |
| 3962 | MEANS II | WILLIAM | FL142 | 3810 MURRELL ROAD | ROCKLEDGE | Florida | 32955 | 321-636-5000 | 321-636-1400 |
| 4096 | GALL | JOSEPH | FL115 | 1128 ROYAL PALM BEACH BLVD | Royal Palm Beach | Florida | 33411 | 561-798-6245 | 561-790-3668 |
| 939 | PATEL | NRUPAL | FL158 | 1093 A1A BEACH BLVD | SAINT AUGUSTINE | Florida | 32080 | 904-471-4200 | 904-471-4201 |
| 2664 | MEIDE | ERIC | FL158 | 3501 N PONCE DE LEON BLVD STE B | SAINT AUGUSTINE | Florida | 32084-1277 | 904-824-3444 | 904-824-0899 |
| 3060 | MEIDE | ERIC | FL158 | 135 JENKINS ST STE 105-B | SAINT AUGUSTINE | Florida | 32086 | 904-825-2300 | 904-825-2345 |
| 6113 | PATEL | DIVYAN | FL158 | 52 TUSCAN WAY STE 202 | SAINT AUGUSTINE | Florida | 32092 | 904-940-0055 | 904-940-0218 |
| 3182 | BISSINGER | RICHARD | FL142 | 4417 13TH ST (HWY 192) | Saint Cloud | Florida | 34769 | 407-892-9623 | 407-892-8654 |
| 6501 | WILLS | W | FL153 | 5500 GULF BLVD | Saint Pete Beach | Florida | 33706 | 727-363-2216 | 111-111-1111 |

| Center | Owner Last Name | Owner First Name | Area | Address | City | State | Zip | Phone | Fax |
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| 107 | PATERNO | MARTIN | FL153 | 4905 34TH ST SOUTH | Saint Petersburg | Florida | 33711 | 727-867-7234 | 727-864-2229 |
| 157 | Tringale | Amy | FL153 | 6822 22ND AVE N | Saint Petersburg | Florida | 33710-3918 | 727-381-2011 | 727-381-6822 |
| 1331 | PHILIP | GEORGE | FL153 | 10460 ROOSEVELT BLVD | Saint Petersburg | Florida | 33716 | 727-579-0700 | 727-579-0077 |
| 3146 | FARNSWORTH | BONNIE | FL153 | 204 37TH AVENUE N | Saint Petersburg | Florida | 33704 | 727-822-5823 | 727-822-5709 |
| 3248 | PUGLIANO | JOSEPH | FL153 | 200 2ND AVE S | Saint Petersburg | Florida | 33701 | 727-826-6075 | 727-826-5684 |
| 3249 | BARNHART III | VICTOR | FL142 | 5224 W SR 46 | Sanford | Florida | 32771 | 407-322-2312 | 407-322-5587 |
| 4969 | PIKE | RANDALL | FL189 | 174 WATERCOLOR WAY STE 103 | Santa Rosa Beach | Florida | 32459 | 850-231-3505 | 850-534-4580 |
| 20 | KABACINSKI | LISA | FL153 | 7350 S TAMiami TRAIL | Sarasota | Florida | 34231 | 941-922-4321 | 941-923-5254 |
| 59 | PERPICH | GWEN | FL153 | 4411 BEE RIDGE RD | Sarasota | Florida | 34233-2514 | 941-371-6540 | 941-371-4183 |
| 89 | SCHUGG | PATRICK | FL153 | 15 PARADISE PLAZA | Sarasota | Florida | 34239 | 941-957-1776 | 941-365-7999 |
| 2689 | CRAWFORD | RUSSELL | FL153 | 242 S WASHINGTON BLVD (SR 301) | Sarasota | Florida | 34236 | 941-954-4575 | 941-954-3749 |
| 4074 | Dussault | Nicolas | FL153 | 8437 TUTTLE AVE | Sarasota | Florida | 34243 | 941-358-7022 | 941-358-7052 |
| 4506 | DRINKELL | JOHN | FL153 | 5020 CLARK RD | Sarasota | Florida | 34233 | 941-927-8828 | 941-927-8838 |
| 6151 | Eckhold | Stephen | FL153 | 5077 FRUITVILLE RD STE 109 | Sarasota | Florida | 34232 | 941-377-5877 | 941-377-5887 |
| 6311 | Falton | Bret | FL153 | 1058 N Tamiami Trail STE 108 | Sarasota | Florida | 34236 | 941-552-8557 | 941-584-4559 |
| 4239 | EVANS | J HARDING | FL115 | 9611 N US HWY 1 | Sebastian | Florida | 32958 | 772-589-1975 | 772-589-9175 |
| 1538 | TRIGONOPLOS | PATRICK | FL153 | 11125 PARK BLVD STE 104 | Seminole | Florida | 33772 | 727-399-8066 | 727-399-8067 |
| 2552 | Miller | Christopher | FL153 | 13799 PARK BLVD N | Seminole | Florida | 33776-3402 | 727-394-0104 | 727-394-0544 |
| 5980 | MARLER | TIMOTHY | FL153 | 10801 STARKEY RD. SUITE 104 | Seminole | Florida | 33777 | 727-391-6094 | 727-398-1204 |
| 6152 | MAGEE | DAVID | FL153 | 221 BEACH RD | Siesta Key | Florida | 34242 | 941-349-9809 | 941-349-9839 |
| 5873 | STEELE | BRIAN | FL153 | 6800 GULFPORT BLVD S STE 201 | South Pasadena | Florida | 33707 | 727-381-6245 | 727-343-3247 |
| 4177 | MATTHEWS | CHARLES | FL153 | 4142 MARINER BLVD | Spring Hill | Florida | 34609 | 352-666-6868 | 352-666-6841 |
| 5519 | Murray | Greg | FL153 | 14391 Spring Hill DR | SPRING HILL | Florida | 34609 | 352-683-3636 | 352-683-3611 |
| 6237 | PATEL | MAYANK | FL158 | 500 S LEGACY TR | ST AUGUSTINE | Florida | 32092 | 904-940-8592 | 904-940-8593 |
| 6254 | Anderson | John (Jay) | FL153 | 4801 GULF BLVD | St Pete Beach | Florida | 33706 | 727-367-1050 | 727-367-1071 |
| 6173 | PARSLEY | EDWIN | FL153 | 5447 HAINES RD N | St Petersburg | Florida | 33714 | 727-528-7777 | 727-528-2063 |
| 3631 | FELKE | JOHN | FL115 | 2336 SE OCEAN BLVD | STUART | Florida | 34996-3310 | 772-221-9300 | 772-221-9302 |
| 5330 | MORELLO | PETER | FL115 | 6526 S KANNER HWY | STUART | Florida | 34997 | 772-288-5355 | 772-288-5356 |
| 1351 | PATEL | NIRAV | FL153 | 4846 SUN CITY CENTER BLVD | Sun City Center | Florida | 33573 | 813-634-2876 | 813-634-2594 |
| 4432 | FRIEDMAN | CATHERINE | FL138 | 16850 COLLINS AVE #112 | Sunny Isles Beach | Florida | 33160 | 305-944-7565 | 305-944-8343 |
| 2881 | BAHADUR | BASMATI | FL138 | 11110 W OAKLAND PARK BLVD | SUNRISE | Florida | 33351 | 954-572-4004 | 954-746-2692 |
| 3200 | ROJAS SR | VICENTE | FL138 | 12717 W SUNRISE BLVD | SUNRISE | Florida | 33323-0902 | 954-845-0822 | 954-845-9022 |
| 1962 | MEROLA | JOSEPH | FL189 | 1400 VILLAGE SQUARE BLVD #3 | TALLAHASSEE | Florida | 32312-1231 | 850-668-3470 | 850-668-3508 |
| 2281 | Thompson | Clayton | FL189 | 1700 N MONROE ST STE 11 | TALLAHASSEE | Florida | 32303 | 850-224-9969 | 850-224-2279 |
| 3075 | MEROLA | JOSEPH | FL189 | 2910 KERRY FOREST PKWY D4 | TALLAHASSEE | Florida | 32309 | 850-906-0255 | 850-906-0256 |
| 3409 | BORLAND | RONALD | FL189 | 400 CAPITAL CIR SE STE 18 | TALLAHASSEE | Florida | 32301-3839 | 850-942-5422 | 850-942-5429 |
| 4263 | WINTERS | DONALD | FL189 | 800 OCALA RD STE 300 | TALLAHASSEE | Florida | 32304 | 850-575-4488 | 850-575-4688 |
| 6044 | BOSMAN | HENRY | FL189 | 5032 CAPITAL CIR SW STE 2 | TALLAHASSEE | Florida | 32305-7886 | 850-576-3333 | 850-576-3331 |
| 6133 | WINTERS | DONALD | FL189 | 75 N WOODWARD AVE | TALLAHASSEE | Florida | 32313 | 850-561-9180 | 850-561-9168 |
| 6239 | MANOCHA | ASHOK | FL189 | 3551 S BLAIR STONE STE 128 | TALLAHASSEE | Florida | 32301 | 850-765-2277 | 850-765-2278 |
| 6537 | Thompson | Clayton | FL189 | 3122 Mahan Drive | TALLAHASSEE | Florida | 32308-2502 | 850-765-3553 | 850-765-3555 |
| 238 | Patel | Vijay | FL138 | 7154 N UNIVERSITY DR | Tamarac | Florida | 33321-2916 | 954-722-9404 | 954-722-9995 |
| 121 | CHARLTON | KIRK | FL153 | 13014 N DALE MABRY HWY | Tampa | Florida | 33618-2808 | 813-969-1848 | 813-969-1754 |
| 314 | PUGH | REGINA | FL153 | 3225 S MACDILL AVE #129 | Tampa | Florida | 33629-8171 | 813-839-1456 | 813-839-2035 |

| Center | Owner Last Name | Owner First Name | Area | Address | City | State | Zip | Phone | Fax |
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| 615 | WILLS | W | FL153 | 4532 W KENNEDY BLVD | Tampa | Florida | 33609 | 813-286-7775 | 813-286-7789 |
| 904 | MAHTANI | SUNDRI | FL153 | 16057 TAMPA PALMS BLVD W | Tampa | Florida | 33647-2001 | 813-971-2345 | 813-971-6622 |
| 1070 | Chinea | Jaime | FL153 | 3853 Northdale Blvd | Tampa | Florida | 33624-1841 | 813-960-4447 | 813-960-8080 |
| 1409 | CURTIS | TIMOTHY | FL153 | 7028 W WATERS AVE | Tampa | Florida | 33634-2292 | 813-889-8900 | 813-889-7400 |
| 1977 | WILLS | W | FL153 | 12157 W LINEBAUGH AVE | Tampa | Florida | 33626-1732 | 813-891-1245 | 813-891-0482 |
| 3318 | Chinea | Jaime | FL153 | 218 E BEARSS AVE | Tampa | Florida | 33613 | 813-960-5500 | 813-960-5670 |
| 3751 | RUTH | THOMAS | FL153 | 301 WEST PLATT ST | Tampa | Florida | 33606 | 813-251-9593 | 813-251-9548 |
| 3762 | LEIMKUEHLER | MARK | FL153 | 7853 GUNN HIGHWAY | Tampa | Florida | 33626 | 813-920-5588 | 813-920-5564 |
| 4230 | WILLS | W | FL153 | 8870 N HIMES AVE | Tampa | Florida | 33614 | 813-935-1808 | 813-935-1889 |
| 4255 | WILLS | W | FL153 | 405 SOUTH DALE MABRY HWY | Tampa | Florida | 33609 | 813-874-2300 | 813-874-2304 |
| 4317 | WILLS | W | FL153 | 701 S HOWARD AVE #106 | Tampa | Florida | 33606 | 813-250-0611 | 813-250-0621 |
| 4513 | MOHAMMED | SYED | FL153 | 10006 CROSS CREEK BLVD | Tampa | Florida | 33647-2595 | 813-907-7200 | 813-333-1515 |
| 4586 | GALLOWAY | H | FL153 | 8710 W HILLSBOROUGH AVE | Tampa | Florida | 33615 | 813-249-1556 | 813-249-1622 |
| 4639 | RUTH | THOMAS | FL153 | 503 E JACKSON ST | Tampa | Florida | 33602 | 813-387-3335 | 813-387-3338 |
| 4699 | HAMMERLING | MELISSA | FL153 | 5470 E BUSCH BLVD | Tampa | Florida | 33617 | 813-987-2656 | 813-987-2616 |
| 5193 | Brookins | Sandra | FL153 | 5004 E FOWLER AVE UNIT C | Tampa | Florida | 33617 | 813-514-2511 | 813-514-2510 |
| 5509 | WILLS | W | FL153 | 4644 W GANDY BLVD STE 4 | Tampa | Florida | 33609-3300 | 813-514-8383 | 813-514-8384 |
| 5672 | WILLS | W | FL153 | 13046 RACETRACK RD | Tampa | Florida | 33626 | 813-341-0444 | 813-341-0555 |
| 6014 | BLANCHARD | TODD | FL153 | 4200 GEORGE J BEAN PKWY STE 3003 | Tampa | Florida | 33607 | 813-874-6085 | 813-874-6086 |
| 6093 | BLANCHARD | TODD | FL153 | 700 S FLORIDA AVE | Tampa | Florida | 33602 | 813-204-6372 | 813-204-6373 |
| 6154 | PUGH | REGINA | FL153 | 3108 N BOUNDARY BLVD BLDG 926 | Tampa | Florida | 33621 | 813-840-2500 | 813-840-2540 |
| 6635 | BLANCHARD | TODD | FL153 | 333 S FRANKLIN ST | Tampa | Florida | 33602 | 813-274-7840 | 813-274-7839 |
| 438 | ALIANIELLO | JEFFREY | FL115 | 177 US HWY 1 | TEQUESTA | Florida | 33469-2737 | 561-746-3663 | 561-746-3933 |
| 4141 | MATTHEWS | BENITA | FL158 | 1576 BELLA CRUZ DR | THE VILLAGES | Florida | 32159 | 352-753-8000 | 352-753-3232 |
| 6452 | MATTHEWS | BENITA | FL142 | 2518 Burneds Blvd | THE VILLAGES | Florida | 32163 | 352-399-5697 | 352-399-5699 |
| 4593 | SYMULEVICH | HENRY | FL153 | 3152 LITTLE RD | Trinity | Florida | 34655-1864 | 727-372-7770 | 727-372-7177 |
| 4341 | WILLS | W | FL153 | 3433 LITHIA PINECREST RD | Valrico | Florida | 33594 | 813-849-0007 | 813-849-0009 |
| 1306 | CRAWFORD | BRENDA | FL153 | 1532 US HIGHWAY 41 BYP S | VENICE | Florida | 34293 | 941-497-1157 | 941-497-0964 |
| 4023 | FRACZAK | LARRY | FL153 | 1435 E VENICE AVE STE 104 | VENICE | Florida | 34292 | 941-484-1933 | 941-207-2121 |
| 3214 | SALTZ | BEN | FL115 | 2046 TREASURE COAST PLAZA STE A | Vero Beach | Florida | 32960 | 772-569-2400 | 772-562-2623 |
| 3251 | AUSTIN JR | KENNETH | FL115 | 5976 20TH ST | Vero Beach | Florida | 32966 | 772-564-9933 | 772-564-7334 |
| 2128 | ROSENTHAL | MARK | FL115 | 11924 W FOREST HILL BLVD STE 10A | WELLINGTON | Florida | 33414 | 561-791-9020 | 561-791-3889 |
| 4825 | GALL | JOSEPH | FL115 | 125 S STATE RD 7 STE 104 | Wellington | Florida | 33414 | 561-422-3305 | 561-422-1980 |
| 6304 | ROSENTHAL | MARK | FL115 | 13860 Wellington Trace STE 38 | WELLINGTON | Florida | 33414 | 561-328-6271 | 561-328-6018 |
| 2941 | BUSSEL | ARTHUR | FL153 | 5450 BRUCE B DOWNS BLVD | WESLEY CHAPEL | Florida | 33544 | 813-907-5450 | 813-907-8530 |
| 4071 | MAHTANI | SUNDRI | FL153 | 1936 BRUCE B DOWNS BLVD | WESLEY CHAPEL | Florida | 33543 | 813-994-1777 | 813-994-1787 |
| 6269 | Ellis | Edward | FL142 | 2263 W NEW HAVEN AVE | West Melbourne | Florida | 32904 | 321-821-4848 | 321-821-4949 |
| 467 | ALIANIELLO | JEFFREY | FL115 | 931 VILLAGE BLVD STE 905 | West Palm Beach | Florida | 33409-1939 | 561-478-7048 | 561-686-1838 |
| 1226 | CHANDLER JR | CALVIN | FL115 | 3300 S Dixie Hwy | West Palm Beach | Florida | 33405 | 561-835-9791 | 561-835-3906 |
| 4138 | JOSEPH | PREPETIT | FL115 | 10130 NORTHLAKE BLVD STE 214 | West Palm Beach | Florida | 33412 | 561-799-3900 | 561-799-3905 |
| 4369 | Patel | Vijay | FL115 | 6742 FOREST HILL BLVD | West Palm Beach | Florida | 33413 | 561-432-0025 | 561-432-0057 |
| 2540 | NAPP | FLORIAN | FL138 | 304 INDIAN TRACE | Weston | Florida | 33326-2996 | 954-349-1623 | 954-349-1624 |
| 3989 | Huguet | Ana | FL138 | 135 WESTON RD | WESTON | Florida | 33326 | 954-384-8880 | 954-384-2822 |
| 5210 | HAINES | DEBORAH | FL138 | 4581 WESTON RD | Weston | Florida | 33331 | 954-349-9343 | 954-349-9344 |
| 4875 | KIBLSKY | ALLAN | FL138 | 300 E OAKLAND PARK BLVD | Wilton Manors | Florida | 33334 | 954-358-2800 | 954-358-2798 |
| 5056 | RUPARELIA | PRITI | FL142 | 13506 SUMMERPORT VILLAGE PKWY | Windermere | Florida | 34786 | 407-905-2718 | 407-905-2761 |

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| 4491 | FLASHMAN | NATHAN | FL142 | 13750 W COLONIAL DR STE 350 | WINTER GARDEN | Florida | 34787 | 407-654-2030 | 407-654-2060 |
| 2170 | TRUPIANO SANDERS | LORRAINE | FL153 | 6039 CYPRESS GARDENS BLVD | Winter Haven | Florida | 33884 | 863-325-8254 | 863-325-8745 |
| 151 | MOLLNHAUER JR | HENRY | FL142 | 5415 LAKE HOWELL RD | Winter Park | Florida | 32792 | 407-678-0816 | 407-678-0930 |
| 1536 | PATEL | KALPESH | FL142 | 501 N ORLANDO AVE STE 313 | WINTER PARK | Florida | 32789 | 407-645-0555 | 407-645-1114 |
| 5825 | KNICKERBOCK ER | SANDRA | FL142 | 127 W FAIRBANKS AVE | Winter Park | Florida | 32789 | 407-643-9150 | 407-643-9151 |
| 6238 | MARINARO | TERESA | FL142 | 4046 N GOLDENROD RD | WINTER PARK | Florida | 32792 | 407-740-7300 | 407-740-5100 |
| 3457 | PARKS | CATHERINE | FL142 | 5703 RED BUG LAKE RD | Winter Springs | Florida | 32708-4969 | 407-696-5552 | 407-696-5503 |
| 4372 | CHIN | ERIC | FL142 | 1170 TREE SWALLOW DR | Winter Springs | Florida | 32708 | 407-327-2993 | 407-327-2922 |
| 6053 | FRAZIER | A | FL158 | 463688 STATE ROAD 200 STE 1 | Yulee | Florida | 32097 | 904-225-8840 | 904-225-8508 |
| 5769 | CHARLTON | KIRK | FL153 | 7810 GALL BLVD | ZEPHYRHILLS | Florida | 33541 | 813-782-4047 | 813-782-8877 |
| 1998 | SANSOM | LYNN | GA131 | 3330 COBB PKWY STE 324 | ACWORTH | Georgia | 30101 | 770-974-6570 | 770-974-6583 |
| 2925 | BROOKS | RICHARD | GA131 | 1720 MARS HILL RD STE 8 | ACWORTH | Georgia | 30101-8084 | 770-528-0901 | 770-528-0902 |
| 506 | LOVVORN | DONNIE | GA265 | 2800 OLD DAWSON RD STE 2 | Albany | Georgia | 31707-1589 | 229-434-1133 | 229-434-1135 |
| 1099 | LOVVORN | DONNIE | GA265 | 2021 N SLAPPY BLVD | Albany | Georgia | 31701-1001 | 229-432-2230 | 229-432-2304 |
| 1556 | BROWN | GREGORY | GA131 | 10945 STATE BRIDGE RD STE 401 | Alpharetta | Georgia | 30022-5676 | 770-442-5483 | 770-442-5487 |
| 1610 | PANCHUMART Y | VENKATA | GA131 | 11770 HAYNES BRIDGE RD STE 205 | Alpharetta | Georgia | 30004-1970 | 770-664-8186 | 770-664-8285 |
| 2774 | GAHAFER | CAROL | GA131 | 12460 CRABAPPLE RD STE 202 | Alpharetta | Georgia | 30004-6386 | 770-667-9886 | 770-667-9733 |
| 3056 | SCHNEIDER | JOSEPH | GA131 | 5665 ATLANTA HWY 9 STE 103 | ALPHARETTA | Georgia | 30004 | 770-752-3100 | 770-752-8795 |
| 3674 | MEHROTRA | AMITA | GA131 | 12850 HWY 9 STE 600 | Alpharetta | Georgia | 30004 | 678-366-3667 | 678-366-3668 |
| 4076 | LIAO | PATRICK | GA131 | 3070 WINDWARD PLAZA | ALPHARETTA | Georgia | 30005-9837 | 770-410-9869 | 770-410-9837 |
| 4797 | LIAO | PATRICK | GA131 | 5174 MCGINNIS FERRY RD | ALPHARETTA | Georgia | 30005 | 678-893-0190 | 678-893-0270 |
| 5699 | RODEN | JEFFREY | GA131 | 3000 OLD ALABAMA RD STE 119 | ALPHARETTA | Georgia | 30022 | 770-740-0169 | 770-740-0170 |
| 3096 | Heys | William | GA265 | 1602 E FORSYTH ST STE B | AMERICUS | Georgia | 31709 | 229-924-0801 | 229-924-0803 |
| 3778 | BROWNING | MARK | GA131 | 196 ALPS ROAD STE 2 | ATHENS | Georgia | 30606-4085 | 706-208-1870 | 706-208-1819 |
| 3862 | PATEL | NAVIN | GA131 | 1720 EPPS BRIDGE RD STE 108 | ATHENS | Georgia | 30606 | 706-543-5431 | 706-543-1090 |
| 4815 | BROWNING | MARK | GA131 | 1860 BARNETT SHOALS RD STE 103 | ATHENS | Georgia | 30605 | 706-548-0940 | 706-549-3138 |
| 248 | SARRE | CHARLES | GA131 | 4279 ROSWELL RD NE STE 102 | ATLANTA | Georgia | 30342-3700 | 404-256-3948 | 404-256-2602 |
| 334 | STEWART | DARCEL | GA131 | 1579 MONROE DR STE F | Atlanta | Georgia | 30324 | 404-872-0621 | 404-892-6832 |
| 575 | EASTBURN JR | JOHN | GA131 | 4355 COBB PKWY STE J | ATLANTA | Georgia | 30339-3896 | 770-952-6681 | 770-952-5524 |
| 974 | ANDERSON | JOHN | GA131 | 2221 PEACHTREE RD NE STE D | ATLANTA | Georgia | 30309-1106 | 404-350-9177 | 404-350-8004 |
| 1006 | PERSKY | ROBERT | GA131 | 2625 PIEDMONT RD STE 56 | ATLANTA | Georgia | 30324 | 404-261-6339 | 404-261-6416 |
| 1140 | Taunton | David | GA131 | 5456 PEACHTREE INDUSTRIAL BLVD | ATLANTA | Georgia | 30341-2235 | 770-458-1922 | 770-458-1938 |
| 1404 | ECKER | H | GA131 | 4514 CHAMBLEE DUNWOODY RD | ATLANTA | Georgia | 30338-6202 | 770-451-9973 | 770-451-9974 |
| 1407 | SUBER | SUJATA | GA131 | 4060 PEACHTREE RD | ATLANTA | Georgia | 30319-3020 | 404-237-1223 | 404-237-1355 |
| 1909 | KELLY | HARRIETT | GA131 | 1266 W PACES FERRY RD | ATLANTA | Georgia | 30327-2306 | 404-841-9550 | 404-841-6327 |
| 2121 | FRANK II | JACK | GA131 | 931 MONROE DR STE 102 | Atlanta | Georgia | 30308 | 404-873-3433 | 404-873-3128 |
| 2143 | SARRE | CHARLES | GA131 | 2020 HOWELL MILL RD NW | Atlanta | Georgia | 30318 | 404-352-3222 | 404-352-2009 |
| 2215 | CARICO | RICHARD | GA131 | 2870 PEACHTREE RD | Atlanta | Georgia | 30305 | 404-814-1771 | 404-814-1878 |
| 2236 | SUBER | SUJATA | GA131 | 4780 ASHFORD DUNWOODY RD STE A | Atlanta | Georgia | 30338 | 770-804-8833 | 770-804-0105 |
| 2557 | FRANK II | JACK | GA131 | 541 TENTH ST NW | Atlanta | Georgia | 30318 | 404-733-6797 | 404-733-6838 |
| 2687 | AHRENS | TOM | GA131 | 2451 CUMBERLAND PKWY STE 300 | ATLANTA | Georgia | 30339-6157 | 770-436-7890 | 770-436-7647 |
| 2826 | Smith | George | GA131 | 6300 POWERS FERRY RD NW STE 600 | ATLANTA | Georgia | 30339 | 770-952-5057 | 770-952-5357 |
| 3226 | Zaveri | Sejal | GA131 | 3522 ASHFORD DUNWOODY RD | ATLANTA | Georgia | 30319 | 770-234-0444 | 770-234-0445 |
| 4045 | ANDERSON | JOHN | GA131 | 3535 PEACHTREE RD SPACE 520 | Atlanta | Georgia | 30326 | 404-442-8830 | 404-442-8831 |
| 4223 | PATEL | RUPEL | GA131 | 3577-A CHAMBLEE TUCKER RD | ATLANTA | Georgia | 30341 | 678-209-1203 | 678-209-0602 |
| 4322 | LEWIS | MARY | GA131 | 2897 N DRUID HILLS RD | Atlanta | Georgia | 30329 | 404-477-0351 | 404-477-0353 |
| 4448 | Taunton | David | GA131 | 860 JOHNSON FERRY RD STE 140 | ATLANTA | Georgia | 30342 | 404-250-9295 | 404-250-9565 |

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| 4724 | KICHKO | JOHN | GA131 | 925B PEACHTREE ST NE | Atlanta | Georgia | 30309 | 404-685-8280 | 404-685-8281 |
| 5192 | DIXON | CHESTER | GA131 | 165 COURTLAND ST STE A | ATLANTA | Georgia | 30303 | 404-521-0122 | 404-521-0177 |
| 5311 | KIM | GEORGE | GA131 | 2480 BRIARCLIFF RD NE STE 6 | ATLANTA | Georgia | 30329 | 404-325-0597 | 404-325-0598 |
| 5605 | DIXON | CHESTER | GA131 | 1270 CAROLINE ST STE D120 | Atlanta | Georgia | 30307 | 404-523-1700 | 404-523-0013 |
| 5770 | GENSKE | GREG | GA131 | 8343 ROSWELL RD | Atlanta | Georgia | 30350 | 770-993-9777 | 770-993-9770 |
| 6356 | Etzbach | James | GA131 | 2450 Galleria PKWY | ATLANTA | Georgia | 30339 | 770-303-3102 | 770-303-3136 |
| 5677 | CASEY JR | ALBERT | GA131 | 2803 WRIGHTSBORO RD STE 15 | Augusta | Georgia | 30909 | 706-736-2901 | 706-736-2903 |
| 6095 | BROSIOUS | ALAN | GA131 | 2801 WASHINGTON RD STE 107 | AUGUSTA | Georgia | 30909 | 706-723-9054 | 706-723-9233 |
| 1667 | RODEN | JEFFREY | GA131 | 3961 FLOYD RD STE 300 | Austell | Georgia | 30106 | 770-739-9759 | 770-739-9758 |
| 6583 | Becker Jr. | Timothy | GA131 | 306 Exchange Blvd | BETHLEHEM | Georgia | 30620 | 678-425-1587 | 678-425-9144 |
| 4497 | PARTRIDGE | SHAUN | GA131 | 2095 HWY 211 NW SHOP 2-F | Braselton | Georgia | 30517 | 678-425-9835 | 678-425-9841 |
| 4014 | TALBERT | WILLIAM | GA265 | 139 ALTAMA CONNECTOR | BRUNSWICK | Georgia | 31525 | 912-265-3155 | 912-265-3153 |
| 3840 | BHARWANI | RAHIM | GA131 | 4850 GOLDEN PKWY STE B | BUFORD | Georgia | 30518 | 678-546-1172 | 678-546-1176 |
| 4404 | BHARWANI | RAHIM | GA131 | 3276 BUFORD DR STE 104 | BUFORD | Georgia | 30519 | 770-614-3933 | 770-614-9272 |
| 1579 | SULLIVAN | ROBERT | GA131 | 1353 RIVERSTONE PKWY STE 120 | CANTON | Georgia | 30114-5622 | 770-479-0314 | 770-720-3486 |
| 3877 | NEWSOM | SUSAN | GA131 | 6175 HICKORY FLAT HWY STE 110 | CANTON | Georgia | 30115 | 770-345-7151 | 770-345-8701 |
| 3899 | WENTZEL | DAVID | GA131 | 3760 SIXES RD STE 126 | CANTON | Georgia | 30114 | 678-493-8932 | 678-493-8935 |
| 4434 | MITCHELL | KIMBERLY | GA131 | 8014 CUMMING HWY STE 403 | Canton | Georgia | 30115 | 770-720-1353 | 770-720-2235 |
| 4533 | WENTZEL | DAVID | GA131 | 130 PROMINENCE POINT PKWY STE 130 | CANTON | Georgia | 30114 | 770-720-9092 | 770-720-9093 |
| 4882 | WASHINGTON | MICHAEL | GA131 | 1109 SOUTH PARK ST STE 504 | Carrollton | Georgia | 30117 | 678-796-1002 | 678-796-9119 |
| 2844 | VENKATESWARLU | GUNDAPANENI | GA131 | 269 MARKETPLACE BLVD | Cartersville | Georgia | 30121-2235 | 770-606-9000 | 770-386-7900 |
| 2561 | McElroy | Jim | GA131 | 2525 AUBURN AVE STE D | COLUMBUS | Georgia | 31906-1380 | 706-568-1600 | 706-569-6111 |
| 3982 | ANDERSON | JOHN | GA131 | 1639 BRADLEY PARK DR STE 500 | Columbus | Georgia | 31904 | 706-327-7778 | 706-327-7791 |
| 6116 | Ryan | Kimberly | GA131 | 6361 TALOKAS LN STE C140 | COLUMBUS | Georgia | 31909 | 706-561-7266 | 706-561-9807 |
| 4846 | STARR | SANDRA | GA131 | 2890 HWY 212 STE A | CONYERS | Georgia | 30094 | 770-860-9991 | 770-860-9659 |
| 6023 | PATHAK | KAVINDRA | GA131 | 863 FLAT SHOALS RD SE | Conyers | Georgia | 30094 | 770-922-2039 | 770-922-5164 |
| 1709 | WALLACE | DAVID | GA131 | 505 LAKELAND PLAZA | CUMMING | Georgia | 30040-2783 | 770-889-7447 | 770-889-8560 |
| 3360 | ALLEN | GENE | GA131 | 2300 BETHELVIEW RD STE 110 | CUMMING | Georgia | 30040-9475 | 770-889-2929 | 770-889-9594 |
| 4257 | MONTAVON | JACQUELINE | GA131 | 1595 PEACHTREE PKWY STE 204 | CUMMING | Georgia | 30041 | 770-844-5825 | 770-844-1820 |
| 4315 | ALLEN | GENE | GA131 | 1735 BUFORD HWY STE 215 | Cumming | Georgia | 30041 | 770-844-8636 | 770-844-1685 |
| 4473 | GUPTA | VIPUL | GA131 | 3482 KEITH BRIDGE RD | CUMMING | Georgia | 30041 | 678-513-5577 | 678-513-0190 |
| 6159 | MOZAYANFAR | JALEH | GA131 | 5485 BETHELVIEW RD STE 360 | Cumming | Georgia | 30040 | 770-888-1502 | 770-888-1511 |
| 2981 | Pompey | Frank | GA131 | 2700 BRASELTON HWY STE 10 | DACULA | Georgia | 30019-3207 | 770-271-3322 | 770-271-7107 |
| 3434 | Patel | Kannal | GA131 | 420 WALMART WAY STE B | DAHLONEGA | Georgia | 30533-0818 | 706-867-7555 | 706-867-7556 |
| 5646 | HARDY | MARTHA | GA131 | 457 NATHAN DEAN BLVD STE 105 | DALLAS | Georgia | 30132 | 770-505-2225 | 770-505-2245 |
| 6179 | Jones | Rong | GA131 | 1323 W WALNUT AVE STE 2 | DALTON | Georgia | 30720 | 706-278-1153 | 706-278-0960 |
| 5251 | GUPTA | VIPUL | GA131 | 6625 HWY 53 E STE 410 | Dawsonville | Georgia | 30534 | 706-216-1386 | 706-216-2635 |
| 1096 | STEWART | DARCEL | GA131 | 2107 N DECATUR RD | Decatur | Georgia | 30033-5305 | 404-982-9584 | 404-982-9478 |
| 3819 | Zaveri | Sejal | GA131 | 3904 N DRUID HILLS RD | DECATUR | Georgia | 30033 | 404-636-3353 | 404-636-6807 |
| 2593 | O'BRIEN | JOHN | GA265 | 1320 S MADISON AVE | DOUGLAS | Georgia | 31533 | 912-383-0313 | 912-383-0051 |
| 1690 | STEWART | DARCEL | GA131 | 8491 HOSPITAL DR | DOUGLASVILLE | Georgia | 30134-2412 | 770-489-6178 | 770-489-6186 |
| 2523 | STEWART | DARCEL | GA131 | 7421 DOUGLAS BLVD UNIT N | DOUGLASVILLE | Georgia | 30135 | 770-947-2600 | 770-947-8004 |
| 1564 | MARCUS | LARRY | GA131 | 3780 OLD NORCROSS RD STE 103 | Duluth | Georgia | 30096 | 770-476-1706 | 770-476-1719 |
| 3857 | MADHAVAN | MANOJ | GA131 | 3870 PEACHTREE INDUSTRIAL BLVD S-340 | DULUTH | Georgia | 30096 | 770-623-8222 | 770-623-1321 |
| 6359 | BHARWANI | RAHIM | GA131 | 6600 Sugarloaf Pkwy STE 400 | DULUTH | Georgia | 30097 | 770-814-8481 | 770-814-8480 |
| 3737 | ANDERSON | JOHN | GA131 | 2472 JETT FERRY RD STE 400 | DUNWOODY | Georgia | 30338-3006 | 770-730-0730 | 770-730-0280 |
| 4609 | PATEL | NANCY | GA131 | 3645 MARKETPLACE BLVD STE 130 | East Point | Georgia | 30344 | 404-344-3029 | 404-344-3039 |
| 4805 | Leger | Deborah | GA131 | 96 CRAIG ST STE 112 | ELLIJAY | Georgia | 30540 | 706-698-4877 | 706-698-4879 |
| 3952 | COPELAND SR | LARRY | GA131 | 1415 HIGHWAY 85N STE 310 | FAYETTEVILLE | Georgia | 30214 | 770-716-7630 | 770-716-7477 |
| 3477 | GUPTA | VIPUL | GA131 | 3446 WINDER HWY STE M | Flowery Branch | Georgia | 30542-3087 | 770-297-8946 | 770-297-8948 |
| 4611 | BHARWANI | RAHIM | GA131 | 7380 SPOUT SPRINGS RD #210 | Flowery Branch | Georgia | 30542 | 770-967-4760 | 770-967-4798 |

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| 4371 | McElroy | Jim | GA131 | 103 INGERSOLL ST, MAIN POST, BLDG 103 | FORT BENNING | Georgia | 31905 | 706-685-3535 | 706-685-3565 |
| 4912 | CASEY JR | ALBERT | GA131 | BUILDING 35202 | Fort Gordon | Georgia | 30905 | 706-793-3770 | 706-793-3678 |
| 6217 | NATION, JR | RAY | GA131 | 75 CRYE LEIKE DR | Fort Oglethorpe | Georgia | 30742 | 706-820-6556 | 706-820-6558 |
| 6134 | LORTON | BRAD | GA131 | 821 DAWSONVILLE HWY STE 250 | GAINESVILLE | Georgia | 30501 | 770-297-9944 | 770-297-9946 |
| 4293 | SPREHER | TERRY | GA131 | 1911 GRAYSON HWY STE 8 | GRAYSON | Georgia | 30017 | 770-338-1892 | 770-682-7795 |
| 2982 | GUDAPATI | RAMANA | GA131 | 1545 N EXPRESSWAY | GRIFFIN | Georgia | 30223 | 770-412-7363 | 770-412-6300 |
| 2731 | CURL | RANDY | GA265 | 229 GENERAL SCREVEN WAY STE S | Hinesville | Georgia | 31313 | 912-877-5250 | 912-877-5242 |
| 4802 | SMITH | ANDREA | GA131 | 5220 JIMMY LEE SMITH PARKWAY STE 104 | HIRAM | Georgia | 30141 | 678-567-5262 | 678-567-5948 |
| 5680 | HORTON | SANDRA | GA131 | 744 NOAH DR STE 113 | JASPER | Georgia | 30143 | 706-253-4238 | 706-253-4239 |
| 2059 | PINCUMBE | RODNEY | GA131 | 5805 STATE BRIDGE RD STE G | Johns Creek | Georgia | 30097 | 770-476-9800 | 770-476-5210 |
| 4342 | PATEL | JAYPAL | GA131 | 11877 DOUGLAS RD STE 102 | JOHNS CREEK | Georgia | 30005 | 770-663-7980 | 770-663-7956 |
| 6518 | Jones | Casandra | GA131 | 8079 TARA BLVD | JONESBORO | Georgia | 30236 | 770-472-3817 | 770-472-3818 |
| 5377 | Miller Sr. | Frank | GA131 | 1114 STATE HWY 96 STE C-1 | KATHLEEN | Georgia | 31047 | 478-988-1124 | 478-988-0753 |
| 2644 | YEAGER | KYLE | GA131 | 2774 COBB PKWY NW STE 109 | Kennesaw | Georgia | 30152 | 770-590-8507 | 770-590-8466 |
| 4106 | ALAM | SAYED | GA131 | 1635 OLD 41 HIGHWAY NW STE 112 | Kennesaw | Georgia | 30152 | 770-427-0056 | 770-429-0026 |
| 6496 | YEAGER | KYLE | GA131 | 1000 CHASTAIN RD BLDG 5, STE 206 | Kennesaw | Georgia | 30144 | 770-794-3082 | 770-794-3084 |
| 4534 | VERGEL JR | ESMERALDO | GA265 | 1601 HWY 40 E STE M | KINGSLAND | Georgia | 31548 | 912-882-5828 | 912-882-5827 |
| 4217 | GIBBON | MICHAEL | GA131 | 137B COMMERCE AVE | Lagrange | Georgia | 30241 | 706-298-2388 | 706-298-2393 |
| 3875 | BOGGESS | TOMMY | GA131 | 5656 JONESBORO RD STE 111 | Lake City | Georgia | 30260 | 678-422-1599 | 678-422-1597 |
| 2737 | PATEL | VASUDEV | GA131 | 950 HERRINGTON RD STE C | Lawrenceville | Georgia | 30044-7217 | 770-237-2600 | 770-237-0770 |
| 3414 | TROJAHN | DAVID | GA131 | 4850 SUGARLOAF PKWY STE 209 | LAWRENCEVILL E | Georgia | 30044-2868 | 770-277-3007 | 770-277-0416 |
| 5955 | REBUCK | ALLEN | GA131 | 722 COLLINS HILL RD STE H | LAWRENCEVILL E | Georgia | 30045-4118 | 770-963-0943 | 770-963-0946 |
| 673 | Shah | Kinnari | GA131 | 375 ROCKBRIDGE ROAD NW STE 172 | Lilburn | Georgia | 30047 | 770-279-9000 | 770-564-2351 |
| 1645 | BRY | MILES | GA131 | 3050 FIVE FORKS TRICKUM RD | Lilburn | Georgia | 30047 | 770-978-6465 | 770-978-6504 |
| 2721 | HEFLIN (Deceased) | JOHN | GA131 | 910 ATHENS HWY STE K | Loganville | Georgia | 30052-4948 | 770-554-9911 | 770-554-0017 |
| 4892 | SPREHER | TERRY | GA131 | 4132 ATLANTA HWY STE 110 | LOGANVILLE | Georgia | 30052 | 770-466-3433 | 770-466-6945 |
| 5419 | O'NEAL | GARY | GA131 | 1400 VETERANS MEMORIAL HWY SE STE 134 | Mableton | Georgia | 30126 | 678-398-6719 | 678-398-6722 |
| 725 | GUDAPATI | RAMANA | GA131 | 3780 NORTHSIDE DR STE 140 | MACON | Georgia | 31210-1815 | 478-474-8847 | 478-474-1626 |
| 1914 | GUDAPATI | RAMANA | GA131 | 5962 ZEBULON RD | MACON | Georgia | 31210-2031 | 478-471-9006 | 478-477-9239 |
| 5447 | AHMAD | RAFIQ | GA131 | 4339 HARTLEY BRIDGE RD | MACON | Georgia | 31216 | 478-781-6066 | 478-781-2775 |
| 302 | PATEL | SURESH | GA131 | 2146 ROSWELL RD NE STE 108 | MARIETTA | Georgia | 30062 | 770-971-2462 | 770-971-8168 |
| 458 | Dillard | Jessica | GA131 | 2550 SANDY PLAINS RD STE 225 | MARIETTA | Georgia | 30066 | 770-977-2569 | 770-971-1302 |
| 1552 | Enete | Walter | GA131 | 3595 CANTON RD STE 116 | MARIETTA | Georgia | 30066-2692 | 770-516-0344 | 770-516-1049 |
| 1584 | WALDRIP | STEVE | GA131 | 2900 DELK RD STE 700 | Marietta | Georgia | 30067-5350 | 770-612-8355 | 770-612-8455 |
| 1627 | GROSSMAN | DAVID | GA131 | 50 BARRETT PKWY, BLDG 3, STE 3005 | MARIETTA | Georgia | 30066 | 770-424-4102 | 770-424-8331 |
| 1938 | BOGGIA | VINCENT | GA131 | 3605 SANDY PLAINS RD STE 240 | MARIETTA | Georgia | 30066-3066 | 770-977-4500 | 770-977-4470 |
| 2280 | Naik | Dipa | GA131 | 1750 POWDER SPRINGS RD SW STE 190 | MARIETTA | Georgia | 30064-4850 | 770-514-7299 | 770-514-7617 |
| 2300 | McDOUGALL | BLAIR | GA131 | 3600 DALLAS HWY STE #230 | Marietta | Georgia | 30064-1685 | 770-423-9712 | 770-423-9713 |
| 2347 | MAIRE JR | CHARLES | GA131 | 3162 JOHNSON FERRY RD STE 260 | MARIETTA | Georgia | 30062-7600 | 770-643-0050 | 770-643-0060 |
| 2823 | PARRISH | LARRY | GA131 | 1000 WHITLOCK AVE STE 320 | MARIETTA | Georgia | 30064 | 770-427-4101 | 770-427-4228 |
| 3616 | Dillard | Jessica | GA131 | 4880 LOWER ROSWELL RD STE 165 | MARIETTA | Georgia | 30068-4385 | 770-578-6499 | 770-578-6069 |
| 4555 | YEAGER | KYLE | GA131 | 1205 JOHNSON FERRY RD STE #136 | Marietta | Georgia | 30068 | 770-565-8800 | 770-565-5912 |
| 5723 | SHAH | TARANGKUMAN | GA131 | 270 COBB PKWY S STE 140 | MARIETTA | Georgia | 30060 | 770-792-4460 | 770-792-6014 |
| 1919 | MALIK | HAMEED | GA131 | 4115 COLUMBIA RD STE 5 | MARTINEZ | Georgia | 30907-0410 | 706-650-2535 | 706-650-2532 |
| 3491 | HOLLAND | JON | GA131 | 289 JONESBORO RD | Mc Donough | Georgia | 30253-3725 | 770-898-2346 | 770-898-2327 |
| 4307 | HOLLAND | JON | GA131 | 922 HWY 81 E | MCDONOUGH | Georgia | 30252 | 770-914-1689 | 770-914-1690 |
| 6121 | PATEL | ANAND | GA131 | 1958 N COLUMBIA ST STE 6 | Milledgeville | Georgia | 31061 | 478-804-0134 | 478-804-0158 |

| Center | Owner Last Name | Owner First Name | Area | Address | City | State | Zip | Phone | Fax |
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| 5783 | MITCHELL | KIMBERLY | GA131 | 980 BIRMINGHAM RD STE 501 | MILTON | Georgia | 30004 | 770-619-9424 | 770-619-9377 |
| 3787 | PATEL | NAVIN | GA131 | 146 MLK JR. BLVD | MONROE | Georgia | 30655 | 770-207-5440 | 770-207-5442 |
| 5389 | ATABANSI | OBIAGELI | GA131 | 2045 MT ZION RD | MORROW | Georgia | 30260 | 770-472-0102 | 770-472-0607 |
| 3014 | BUSH | PATRICIA | GA265 | 250 DOC DARBYSHIRE RD STE 1 | MOULTRIE | Georgia | 31788 | 229-873-9706 | 229-873-9707 |
| 3476 | WRIGHT | BARRY | GA131 | 90-F GLENDA TRACE | Newnan | Georgia | 30265 | 678-423-6161 | 678-423-6166 |
| 5776 | BROWNE | CHARLES | GA131 | 388 BULLSBORO DR | Newnan | Georgia | 30263 | 770-251-2126 | 770-251-4657 |
| 296 | SAGAR | VINOD | GA131 | 6050 PEACHTREE PKWY STE 240 | Norcross | Georgia | 30092-3337 | 770-242-0772 | 770-242-9147 |
| 853 | KING | SHERYL | GA131 | 7742 SPALDING DR | Norcross | Georgia | 30092-4207 | 770-840-8181 | 770-840-8666 |
| 2908 | BARTON JR | ROBERT | GA131 | 1029 PEACHTREE PKWY N | Peachtree City | Georgia | 30269-4210 | 770-486-7475 | 770-486-7485 |
| 5357 | BARTON JR | ROBERT | GA131 | 312 CROSSTOWN RD | Peachtree City | Georgia | 30269 | 770-486-8244 | 770-486-8245 |
| 4836 | BRADSHAW JR | JOHN | GA265 | 463 POOLER PKWY | Pooler | Georgia | 31322 | 912-748-1455 | 912-748-1655 |
| 6078 | BOOTHE | JONATHAN | GA265 | 7306 HWY 21 STE 101 | PORT WENTWORTH | Georgia | 31407 | 912-395-8812 | 912-395-8813 |
| 1630 | McDOUGALL | BLAIR | GA131 | 5200 DALLAS HWY STE 200 | POWDER SPRINGS | Georgia | 30127 | 770-419-1343 | 770-419-2501 |
| 3729 | CASSIDY | DEBI | GA131 | 3721 NEW MACLAND RD STE 200 | POWDER SPRINGS | Georgia | 30127-1966 | 770-439-3006 | 770-439-5015 |
| 5963 | CURL | RANDY | GA265 | 13100 HWY 144 E | Richmond Hill | Georgia | 31324 | 912-727-4464 | 912-727-4465 |
| 1865 | SAWHILL | CAROL | GA131 | 3 CENTRAL PLAZA | ROME | Georgia | 30161-3233 | 706-290-9500 | 706-290-1234 |
| 263 | Doddla | Ramana | GA131 | 10800 ALPHARETTA HWY STE 208 | ROSWELL | Georgia | 30076-1467 | 770-641-1702 | 770-587-2879 |
| 1422 | Shah | Kinnari | GA131 | 1425 MARKET BLVD STE 530 | ROSWELL | Georgia | 30076 | 770-518-8900 | 770-518-1236 |
| 3423 | PADGETT | DELANE | GA131 | 885 WOODSTOCK RD STE 430 | Roswell | Georgia | 30075-2274 | 770-552-2800 | 770-552-2887 |
| 3721 | VEMURU | RODHIKA | GA131 | 2300 HOLCOMB BRIDGE RD STE 103 | ROSWELL | Georgia | 30076-3408 | 678-352-7934 | 678-352-7935 |
| 4085 | CHANEY | LINDA | GA131 | 880 MARIETTA HIGHWAY SUITE 630 | ROSWELL | Georgia | 30075 | 770-992-0700 | 770-992-2039 |
| 4361 | BURNS | MICHAEL | GA131 | 4651 WOODSTOCK RD STE 208 | ROSWELL | Georgia | 30075 | 770-993-0081 | 770-993-2464 |
| 2572 | GORDON | JENNIFER | GA265 | 620 SEA ISLAND RD | Saint Simons Island | Georgia | 31522-1767 | 912-638-6651 | 912-638-7164 |
| 4197 | RODEN | JEFFREY | GA131 | 227 SANDY SPRINGS PL STE D-103 | SANDY SPRINGS | Georgia | 30328 | 404-781-0580 | 404-781-0581 |
| 1206 | Pesaturo | Michael | GA265 | 7400 ABERCORN ST STE 705 | SAVANNAH | Georgia | 31406-2454 | 912-353-7500 | 912-353-8989 |
| 1355 | ELENBAAS | PETER | GA265 | 22 WEST BRYAN ST | SAVANNAH | Georgia | 31401-2604 | 912-233-7807 | 912-233-1552 |
| 2303 | BOOTHE | JONATHAN | GA265 | 11511 ABERCORN ST | SAVANNAH | Georgia | 31419 | 912-920-7401 | 912-920-7578 |
| 3913 | BOOTHE | JONATHAN | GA265 | 463 JOHNNY MERCER BLVD B-7 | SAVANNAH | Georgia | 31410 | 912-898-7800 | 912-898-7802 |
| 4719 | Eaddy | Christian | GA265 | 1 DIAMOND CAUSEWAY STE 21 | SAVANNAH | Georgia | 31406-7416 | 912-303-0912 | 912-303-0916 |
| 5722 | CURL | RANDY | GA265 | 5710 OGEECHEE RD #200 | Savannah | Georgia | 31405 | 912-238-2375 | 912-238-2401 |
| 6029 | SISCO | GERALD | GA265 | 2126 E VICTORY DR | SAVANNAH | Georgia | 31404 | 912-234-7475 | 912-234-7477 |
| 328 | MALBROUGH | JOSEPH | GA131 | 2690 COBB PARKWAY UNIT A-5 | SMYRNA | Georgia | 30080-3005 | 770-433-1031 | 770-433-0241 |
| 1079 | JUNG | YONG | GA131 | 3316-A S COBB DRIVE | SMYRNA | Georgia | 30080 | 770-432-8203 | 770-432-8311 |
| 3897 | Park | John | GA131 | 4480 SOUTH COBB DRIVE STE H | SMYRNA | Georgia | 30080 | 770-431-9466 | 770-431-8169 |
| 1063 | BRY | MILES | GA131 | 2483 HERITAGE VILLAGE | Snellville | Georgia | 30078 | 770-979-7011 | 770-979-5502 |
| 2979 | LOWE | HOWARD | GA131 | 4002 HWY 78 STE 530 | Snellville | Georgia | 30039 | 770-972-6233 | 770-978-2882 |
| 2237 | CURL | RANDY | GA265 | 430 NORTHSIDE DR E STE 160 | STATESBORO | Georgia | 30458 | 912-764-8523 | 912-489-1249 |
| 1987 | DOUGHERTY | CAROLYN | GA131 | 3588 HIGHWAY 138 SE | Stockbridge | Georgia | 30281-4171 | 770-474-7884 | 770-474-7869 |
| 4224 | HOLLAND | JON | GA131 | 950 EAGLES LANDING PKWY | Stockbridge | Georgia | 30281 | 770-506-9916 | 770-506-9917 |
| 6094 | WALTERS | AYON | GA131 | 1227 ROCKBRIDGE RD STE 208 | Stone Mountain | Georgia | 30087 | 770-921-7537 | 770-921-9537 |
| 3184 | Patel | Parel | GA131 | 5885 CUMMING HWY STE 108 | SUGAR HILL | Georgia | 30518 | 770-614-6700 | 770-614-6010 |
| 2738 | DAVIES | CHRISTOPHER | GA131 | 2133 LAWRENCEVILLE-SUWANEE RD SUITE 12 | SUWANEE | Georgia | 30024 | 770-271-5582 | 770-271-5568 |
| 2781 | KIM | YUN | GA131 | 3651 PEACHTREE PKWY STE E | Suwanee | Georgia | 30024-6009 | 770-495-3760 | 770-495-3758 |
| 3257 | BUFFOLINO | VINCENT | GA131 | 1000 PEACHTREE INDUSTRIAL BLVD STE 6 | SUWANEE | Georgia | 30024 | 770-614-6113 | 770-614-6394 |
| 6549 | Desai | Samir | GA131 | 7778 McGinnis Ferry Rd | SUWANEE | Georgia | 30024 | 470-395-7487 | 470-395-7486 |
| 2674 | ADAMS | DAVID | GA265 | 15125 US HWY 19 S | THOMASVILLE | Georgia | 31792-4853 | 229-228-4007 | 229-225-9111 |
| 6168 | MCMILLAN | BILLY | GA265 | 1909 US HWY 82 W STE 9 | TIFTON | Georgia | 31793 | 229-238-0433 | 229-238-3921 |

| Center | Owner Last Name | Owner First Name | Area | Address | City | State | Zip | Phone | Fax |
|--------|-----------------|------------------|-------|--------------------------------------|--------------------|---------|------------|--------------|--------------|
| 860 | CATALDO | CORINNE | GA131 | 3939 LAVISTA RD STE E | Tucker | Georgia | 30084 | 770-270-0951 | 770-270-1109 |
| 1202 | Merriwether | Regina | GA131 | 4426 HUGH HOWELL STE B | TUCKER | Georgia | 30084-4905 | 770-939-6229 | 770-939-6169 |
| 2160 | DANIEL | JAMES | GA265 | 1709 GORNT0 RD STE A | Valdosta | Georgia | 31601-8407 | 229-333-0064 | 229-333-0350 |
| 2470 | DANIEL | JAMES | GA265 | 3338 COUNTRY CLUB RD (SUMMIT POINTE) | VALDOSTA | Georgia | 31605 | 229-244-2663 | 229-244-2922 |
| 3688 | Miller Sr. | Frank | GA131 | 2929 WATSON BLVD STE 2 | Warner Robins | Georgia | 31093 | 478-953-5746 | 478-953-4955 |
| 6464 | Becker Jr. | Timothy | GA131 | 2061 Experiment Station Rd | WATKINSVILLE | Georgia | 30677 | 706-769-0300 | 706-769-0307 |
| 2524 | WILLIAMS | SHANDTON | GA131 | 1025 ROSE CREEK DR STE 620 | Woodstock | Georgia | 30189-6795 | 770-592-9244 | 770-592-9051 |
| 3228 | WILLIAMS | SHANDTON | GA131 | 2295 TOWNE LAKE PKWY STE 116 | WOODSTOCK | Georgia | 30189 | 770-591-1600 | 770-591-0420 |
| 3513 | EDARA | VASUDHA | GA131 | 12195 HIGHWAY 92 STE 114 | WOODSTOCK | Georgia | 30188-3603 | 770-592-4644 | 770-592-7667 |
| 6447 | LUNDSTROM | DAVID | HI159 | 91-1121 Keaunui DR STE 108 | Ewa Beach | Hawaii | 96706 | 808-683-1700 | 808-683-1800 |
| 5524 | ADLER | LARRY | HI159 | BLDG 1232 VICKERS AVE | Hickam Afb | Hawaii | 96853-5270 | 808-423-4802 | 808-423-4809 |
| 2164 | ADLER | LARRY | HI159 | 4348 WAIALAE AVE | Honolulu | Hawaii | 96816 | 808-733-0800 | 808-733-0808 |
| 2333 | DeSmet | Donald | HI159 | 758 KAPAHULU AVE STE 100 | Honolulu | Hawaii | 96816 | 808-734-2928 | 808-734-2920 |
| 3863 | ADLER | LARRY | HI159 | 4725 BOUGAINVILLE DR | Honolulu | Hawaii | 96818-3179 | 808-428-2311 | 808-423-4933 |
| 3904 | Pauley | Randy | HI159 | 1050 BISHOP ST | Honolulu | Hawaii | 96813 | 808-550-4656 | 808-550-2644 |
| 4951 | PAK | SUNNY | HI159 | 1670 MAKALOA ST | Honolulu | Hawaii | 96814 | 808-943-0877 | 808-944-0877 |
| 5516 | Shin | Melanie | HI159 | 2335 KALAKAUA AVE STE 110 | Honolulu | Hawaii | 96815 | 808-922-0877 | 808-926-0877 |
| 5877 | ADLER | LARRY | HI159 | 7192 KALANIANAOLE HWY STE A-143A | Honolulu | Hawaii | 96825 | 808-396-0300 | 808-396-0332 |
| 1936 | ENGLISH | TED | HI159 | 111 HEKILI ST STE A | Kailua | Hawaii | 96734-2800 | 808-266-3300 | 808-266-3304 |
| 4953 | SUH | THOMAS | HI159 | 75-5660 KOPIKO ST #C-7 | Kailua Kona | Hawaii | 96740 | 808-331-2285 | 808-331-2287 |
| 6503 | Waldhaus | Kari | HI159 | 67-1185 Mamalahoa Hwy STE D-104 | Kamuela | Hawaii | 96743 | 808-887-0340 | 808-885-9320 |
| 6097 | ADLER | LARRY | HI159 | 4-831 KUHIO HWY STE 438 | Kapaa | Hawaii | 96746 | 808-821-0735 | 808-821-1641 |
| 4763 | DRASCHIL | HEATHER | HI159 | 590 FARRINGTON HWY UNIT #524 | Kapolei | Hawaii | 96707 | 808-674-2200 | 808-693-9931 |
| 1749 | STONE | LEROY | HI159 | 1215 S KIHEI RD STE O | Kihei | Hawaii | 96753-8241 | 808-874-5556 | 808-874-5599 |
| 5694 | Stone | Sherida | HI159 | 910 HONOAPIILANI HWY STE 7 | Lahaina | Hawaii | 96761 | 808-661-8194 | 808-661-8324 |
| 4937 | Groomes | Joel | HI159 | 3-2600 KAUMUALII HWY STE 1300 | Lihue | Hawaii | 96766 | 808-632-2347 | 808-632-2348 |
| 6074 | ENGLISH | TED | HI159 | BLDG 6477 MOKAPU MALL | Mcbh Kaneohe Bay | Hawaii | 96863 | 808-254-3805 | 808-254-8604 |
| 5743 | ADLER | LARRY | HI159 | BLDG 694 POST EXCHANGE STE 6 | Schofield Barracks | Hawaii | 96857 | 808-237-4531 | 808-237-4530 |
| 5802 | ADLER | LARRY | HI159 | 69-425 Waikoloa Beach Dr | Waikoloa | Hawaii | 96738 | 808-886-2889 | 808-886-2270 |
| 5758 | NAVAL | LEDENILA | HI159 | 94-1221 KA UKA BLVD UNIT 108 | Waipahu | Hawaii | 96797 | 808-677-3182 | 808-677-3183 |
| 5966 | SORENSEN | LESLIE | ID238 | 51 N BROADWAY | Blackfoot | Idaho | 83221 | 208-782-2400 | 208-782-2402 |
| 1626 | PINKOS | DAVID | ID238 | 10400 OVERLAND RD | Boise | Idaho | 83709-1449 | 208-377-1313 | 208-377-4202 |
| 1767 | PARK | SUNG | ID238 | 7154 W STATE ST | BOISE | Idaho | 83714 | 208-853-6400 | 208-853-4703 |
| 2201 | | | ID238 | 3355 N FIVE MILE RD | BOISE | Idaho | 83713-3925 | 208-375-7002 | 208-375-7026 |
| 2218 | | | ID238 | 1775 W STATE ST | BOISE | Idaho | 83702 | 208-384-8500 | 208-384-8567 |
| 4172 | MOLTKE | RUSSELL | ID238 | 6568 S FEDERAL WAY | BOISE | Idaho | 83716 | 208-338-9979 | 208-338-9987 |
| 4537 | COLEMAN | DENISE | ID238 | 13601 WEST MCMILLAN RD STE 102 | BOISE | Idaho | 83713-0531 | 208-939-6590 | 208-939-6592 |
| 4626 | JOHNSON | MICHAEL | ID238 | 1553 N MILWAUKEE AVE | BOISE | Idaho | 83704 | 208-377-3849 | 208-377-3966 |
| 6138 | UECKER | ELISABETH | ID238 | 1116 VISTA AVE | Boise | Idaho | 83705 | 208-345-2042 | 208-345-2052 |
| 3824 | ANDERSON | ROBYN | ID238 | 322 E MAIN STREET | Burley | Idaho | 83318 | 208-678-0127 | 208-678-6960 |
| 5561 | | | ID238 | 5210 CLEVELAND BLVD STE 140 | CALDWELL | Idaho | 83607 | 208-459-4410 | 208-459-9775 |
| 3768 | SPARKS | DANIEL | ID238 | 372 SOUTH EAGLE RD | EAGLE | Idaho | 83616-5908 | 208-938-1478 | 208-938-9794 |
| 2859 | Rogstad | Rebekah | ID238 | 9323 N GOVERNMENT WAY | HAYDEN | Idaho | 83835-8256 | 208-762-8800 | 208-762-8031 |
| 2271 | THORNE | DON | ID238 | 2184 CHANNING WAY | Idaho Falls | Idaho | 83404 | 208-528-6100 | 208-528-6200 |
| 2444 | | | ID238 | 220 EAST AVE | KETCHUM | Idaho | 83340 | 208-726-6896 | 208-726-6897 |
| 5867 | JORDAN | NANETTE | ID238 | 1577 N LINDER RD | KUNA | Idaho | 83634 | 208-922-3770 | 208-922-3774 |
| 3130 | REGAN | MARK | ID238 | 613 BRYDEN STE C | Lewiston | Idaho | 83501 | 208-746-8050 | 208-746-8067 |
| 5976 | Murphy | Joy | ID238 | 411 DEINHARD LN STE F | MCCALL | Idaho | 83638 | 208-634-4048 | 208-634-4038 |
| 2586 | TENGRA | KHURSHED | ID238 | 104 E FAIRVIEW AVE | Meridian | Idaho | 83642-1733 | 208-884-8881 | 208-884-8883 |
| 6344 | Campbell | Robin | ID238 | 6700 N LINDER RD STE 156A | MERIDIAN | Idaho | 83642 | 208-780-6171 | 208-780-6173 |

| Center | Owner Last Name | Owner First Name | Area | Address | City | State | Zip | Phone | Fax |
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| 2673 | LYONS | JAMES | ID238 | 676 PULLMAN RD | MOSCOW | Idaho | 83843-2061 | 208-882-5000 | 208-882-6000 |
| 5889 | HAWKINS | JOHN | ID238 | 280 E 5th N STE 280 | MOUNTAIN HOME | Idaho | 83647 | 208-580-2209 | 208-580-2265 |
| 3067 | HANSON | MICHAEL | ID238 | 1123 12TH AVENUE RD | NAMPA | Idaho | 83686-5378 | 208-468-0800 | 208-468-0808 |
| 1988 | BERNASEK | J | ID238 | 1110 YELLOWSTONE AVE | POCATELLO | Idaho | 83201-4406 | 208-233-7775 | 208-233-7771 |
| 2461 | ERNY | THOMAS | ID238 | 1869 E SELTICE WAY | Post Falls | Idaho | 83854 | 208-773-6200 | 208-773-1493 |
| 1829 | Batchelor | Brett | ID238 | 217 CEDAR ST | Sandpoint | Idaho | 83864-1410 | 208-263-0261 | 208-263-6908 |
| 3386 | REIGH | XIAOLING | ID238 | 148 BLUE LAKES BLVD N | TWIN FALLS | Idaho | 83301-3316 | 208-736-3800 | 208-736-8500 |
| 6353 | MARKOVIC | JOHN | IL116 | 1600 W LAKE ST | ADDISON | Illinois | 60101 | 630-438-6441 | 630-438-6443 |
| 2361 | CROCKET | DONALD | IL116 | 2413 W ALGONQUIN RD | ALGONQUIN | Illinois | 60102-9402 | 847-854-7506 | 847-854-7508 |
| 1051 | CASEY | PATRICK | IL130 | 126 E WING ST | Arlington Heights | Illinois | 60004 | 847-818-9000 | 847-818-9835 |
| 4073 | CASEY | PATRICK | IL130 | 309 E RAND RD | Arlington Heights | Illinois | 60004 | 847-259-6700 | 847-259-6708 |
| 2800 | KIRHOFFER | JOHN | IL116 | 2112 W GALENA BLVD STE 8 | Aurora | Illinois | 60506-3255 | 630-844-0133 | 630-844-0217 |
| 3561 | SALLY | ROBERT | IL116 | 3015 E NEW YORK ST STE A2 | Aurora | Illinois | 60504-5162 | 630-851-6611 | 630-851-6727 |
| 6169 | OTTO | DAVID | IL116 | 2948 KIRK RD STE 106 | AURORA | Illinois | 60502 | 630-898-4300 | 630-898-4833 |
| 2509 | KELEHER | ROBERT | IL130 | 117 S COOK ST | BARRINGTON | Illinois | 60010-4311 | 847-304-1911 | 847-304-9199 |
| 2134 | KOTA | PARVATHI | IL116 | 956 S BARTLETT RD | BARTLETT | Illinois | 60103 | 630-837-7447 | 630-837-7497 |
| 1727 | HOLLOWAY | THOMAS | MO152 | 5720 N BELT WEST STE 20 | BELLEVILLE | Illinois | 62226 | 618-236-6444 | 618-236-6555 |
| 4793 | PATEL | MUKUND | IL116 | 398 W ARMY TRAIL RD #120 | BLOOMINGDALE | Illinois | 60108 | 630-307-1203 | 630-307-8925 |
| 4486 | APER | RONALD | IL116 | 1701 E EMPIRE ST STE 360 | Bloomington | Illinois | 61704 | 309-661-4664 | 309-661-4662 |
| 4774 | MONTIEL | STEVE | IL116 | 747 E BOUGHTON RD | Bolingbrook | Illinois | 60440 | 630-783-8066 | 630-783-8739 |
| 6435 | Lackings | Walter | IL116 | 1112 W Boughton RD | BOLINGBROOK | Illinois | 60440 | 630-679-1373 | 630-679-1478 |
| 5545 | TAMEZ JR | DANIEL | IL116 | 1511 N. CONVENT ST SUITE 700 | Bourbonnais | Illinois | 60914 | 815-929-1511 | 815-929-1674 |
| 463 | ROSENBAUM | RICHARD | IL116 | 113 MC HENRY RD | BUFFALO GROVE | Illinois | 60089-1796 | 847-459-7060 | 847-459-7480 |
| 1661 | CROW | ALFRED | IL116 | 318 HALF DAY RD | BUFFALO GROVE | Illinois | 60089-6547 | 847-913-0335 | 847-913-0204 |
| 1843 | LONG | JEFFREY | MO219 | 1809 W MAIN ST | CARBONDALE | Illinois | 62901-2123 | 618-529-6245 | 618-529-3085 |
| 870 | KENYON | MICHAEL | IL116 | 780 W ARMY TRAIL RD | CAROL STREAM | Illinois | 60188-9297 | 630-213-9450 | 630-213-9451 |
| 806 | PATEL | HARSHA | IL116 | 180 S WESTERN AVE (ROUTE 31) | Carpentersville | Illinois | 60110-1738 | 847-428-4100 | 847-428-4131 |
| 4294 | BLASI | FRANK | IL116 | 2303 RANDALL RD | Carpentersville | Illinois | 60110 | 847-836-1600 | 847-836-6505 |
| 2833 | FALL | DIANE | IL116 | 907 W MARKETVIEW DR STE 10 | Champaign | Illinois | 61822-1227 | 217-359-6233 | 217-359-6297 |
| 4323 | GAUDIO | DENNIS | IL116 | 1717 W KIRBY AVE | Champaign | Illinois | 61821 | 217-359-4000 | 217-359-4411 |
| 742 | IQBAL | RIZWAN | IL116 | 7144 N HARLEM AVE | Chicago | Illinois | 60631 | 773-792-9595 | 773-792-9797 |
| 800 | WEIL | SEAN | IL116 | 3712 N BROADWAY | Chicago | Illinois | 60613 | 773-975-7100 | 773-975-0145 |
| 813 | POMPER | BARBARA | IL116 | 40 E CHICAGO AVE | Chicago | Illinois | 60611-2026 | 312-787-7277 | 312-787-3982 |
| 857 | Fishman | Mark | IL116 | 3023 N CLARK ST | Chicago | Illinois | 60657-5200 | 773-281-8988 | 773-281-4844 |
| 1053 | BELLINO | THOMAS | IL116 | 2506 N CLARK ST | Chicago | Illinois | 60614-1712 | 773-935-7755 | 773-935-0075 |
| 1192 | Fishman | Mark | IL116 | 858 W ARMITAGE AVE | Chicago | Illinois | 60614-4329 | 773-528-0011 | 773-528-0013 |
| 1568 | TRAINOR | DONNA | IL116 | 1507 E 53RD ST | Chicago | Illinois | 60615-4509 | 773-288-3173 | 773-288-3174 |
| 1853 | BARRY | RENEE | IL116 | 47 W POLK ST STE 100 | Chicago | Illinois | 60605-2085 | 312-427-7839 | 312-427-7874 |
| 2027 | OZA | CHIRAG | IL116 | 207 E OHIO ST | Chicago | Illinois | 60611 | 312-644-6245 | 312-644-6246 |
| 2096 | NOLFI JR | ROBERT | IL116 | 47 W DIVISION ST | Chicago | Illinois | 60610 | 312-943-6260 | 312-943-6168 |
| 2203 | Fishman | Mark | IL116 | 1341 W FULLERTON AVE | Chicago | Illinois | 60614 | 773-477-7670 | 773-477-7811 |
| 2263 | SEBASTIAN | JOSEPH | IL116 | 6348 N MILWAUKEE | Chicago | Illinois | 60646 | 773-631-7311 | 773-631-7391 |
| 2474 | RUMSEY | JAMES | IL116 | 6351 W MONTROSE | Chicago | Illinois | 60634-1563 | 773-777-8884 | 773-777-8108 |
| 2745 | BELLINO | THOMAS | IL116 | 3501 N SOUTHPORT AVE | Chicago | Illinois | 60657-1435 | 773-327-5500 | 773-525-4795 |

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| 2850 | SIEGEL | LYNN | IL116 | 1333 W DEVON AVE | Chicago | Illinois | 60660 | 773-381-1400 | 773-381-1450 |
| 2872 | WEARY | BARBARA | IL116 | 333 W NORTH AVE | Chicago | Illinois | 60610-1293 | 312-943-6197 | 312-943-9950 |
| 3173 | BELLINO | THOMAS | IL116 | 1658 MILWAUKEE AVE | Chicago | Illinois | 60647 | 773-486-5700 | 773-486-6993 |
| 3261 | DICKERSON | KEN | IL116 | 3473 S MARTIN LUTHER KING DR | Chicago | Illinois | 60616 | 312-567-9090 | 312-328-1345 |
| 3496 | TODOROVIC | MILOS | IL116 | 5315 N CLARK STREET | Chicago | Illinois | 60640-2113 | 773-728-3828 | 773-728-3002 |
| 3571 | SHARMA | MANEESH | IL116 | 910 W VAN BUREN | Chicago | Illinois | 60607-3523 | 312-226-3333 | 312-226-3335 |
| 3878 | YEE | ROBERT | IL116 | 27 N WACKER DR | Chicago | Illinois | 60606 | 312-372-2727 | 312-372-2770 |
| 4237 | BROWN | JACKIE | IL116 | 1235 N CLYBOURN AVE STE A | Chicago | Illinois | 60610 | 312-335-0052 | 312-335-0310 |
| 4569 | ALTBACH | DAN | IL116 | 4044 N LINCOLN AVE | Chicago | Illinois | 60618 | 773-871-1400 | 773-871-7434 |
| 5249 | WEDDLE | SCOTT | IL116 | (EDGEWATER) 1055 W BRYN MAWR AVE STE F | Chicago | Illinois | 60660 | 773-561-3280 | 773-561-3359 |
| 5428 | MILLER | JAMES | IL116 | 516 N OGDEN AVE | Chicago | Illinois | 60642 | 312-243-9500 | 312-243-1515 |
| 5484 | NIELSEN | ROBERT | IL116 | 4740 N CUMBERLAND AVE | Chicago | Illinois | 60656 | 773-589-9660 | 773-589-9912 |
| 5608 | WINSTON | DANIEL | IL116 | 1074 W TAYLOR ST | Chicago | Illinois | 60607 | 312-226-8700 | 312-226-8717 |
| 5736 | WEDDLE | SCOTT | IL116 | 230 S CLARK ST | Chicago | Illinois | 60604 | 312-419-9800 | 312-419-9801 |
| 5744 | BELLINO | THOMAS | IL116 | 2020 N CALIFORNIA AVE STE 7 | Chicago | Illinois | 60647-3923 | 773-384-0055 | 773-384-1155 |
| 5757 | NOLFI JR | ROBERT | IL116 | 1751D W HOWARD ST | Chicago | Illinois | 60626 | 773-465-5514 | 773-465-5530 |
| 5871 | SHARMA | MANEESH | IL116 | 917 W WASHINGTON BLVD | Chicago | Illinois | 60607 | 312-850-4616 | 312-850-4629 |
| 5900 | MILLER | JAMES | IL116 | O'HARE HILTON O'HARE INT'L AIRPORT | Chicago | Illinois | 60666 | 773-601-1743 | 773-601-2873 |
| 5905 | MILLER | JAMES | IL116 | 17 E MONROE ST | Chicago | Illinois | 60603 | 312-917-1705 | 312-917-1707 |
| 5923 | HASHLAMOUN | WASEEM | IL116 | 6257A N MCCORMICK RD | Chicago | Illinois | 60659 | 773-583-9000 | 773-267-4444 |
| 6048 | ALTBACH | CARL | IL116 | 3332 W FOSTER AVE | Chicago | Illinois | 60625 | 773-463-0865 | 773-463-0902 |
| 6064 | WILSON | JARESE | IL116 | 201 W LAKE ST | Chicago | Illinois | 60606 | 312-977-0877 | 312-977-0878 |
| 6161 | MILLER | JAMES | IL116 | 323 E WACKER DR | Chicago | Illinois | 60601 | 312-268-8290 | 312-565-9447 |
| 6337 | Luster | Jory | IL116 | 1245 S MICHIGAN AVE | Chicago | Illinois | 60605 | 312-431-1850 | 312-431-1820 |
| 6522 | Anagnostopoulos | George | IL116 | 301 W Grand Ave | Chicago | Illinois | 60654 | 312-828-0505 | 312-828-0506 |
| 6591 | Maxwell | Carlos | IL116 | 3231 S. Halsted St | Chicago | Illinois | 60608 | 312-674-0820 | 312-674-0822 |
| 3922 | Castro | Shaun | IL116 | 9923 S RIDGELAND AVE | Chicago Ridge | Illinois | 60415 | 708-499-1600 | 708-229-2115 |
| 1946 | COYLE | BRIAN | IL116 | 60 W TERRA COTTA STE B | Crystal Lake | Illinois | 60014-3548 | 815-477-3800 | 815-477-9681 |
| 6070 | KRIEG | MARGARET | IL116 | 1145 SOUTH RTE 31 UNIT I | Crystal Lake | Illinois | 60014 | 815-444-9500 | 815-444-9502 |
| 6236 | GAUDIO | DENNIS | IL116 | 2830 N VERMILION ST | DANVILLE | Illinois | 61832 | 217-516-8017 | 217-516-8182 |
| 5876 | PERKINS | DANIEL | IL116 | 21720 W LONG GROVE RD STE C | DEER PARK | Illinois | 60010 | 847-726-9696 | 847-726-9699 |
| 4005 | WEIL | SEAN | IL116 | 655 DEERFIELD RD STE 100 | DEERFIELD | Illinois | 60015 | 847-317-9612 | 847-317-9618 |
| 4801 | McCARTAN | JOHN | IL116 | 3230 SYCAMORE RD | Dekalb | Illinois | 60115 | 815-787-9500 | 815-787-9507 |
| 1685 | OH | JEONG-HOON | IL130 | 1153 S LEE ST | Des Plaines | Illinois | 60016-6516 | 847-296-6800 | 847-296-5229 |
| 887 | MARTIN | MICHAEL | IL116 | 1202 N 75TH ST | Downers Grove | Illinois | 60516-4235 | 630-515-8090 | 630-515-9020 |
| 1555 | BROWN | JACKIE | IL116 | 900 OGDEN AVE | Downers Grove | Illinois | 60515-2829 | 630-964-3242 | 630-964-3464 |
| 6007 | CHINTALAPALLI | VENKATA | IA250 | 677 AVE OF THE CITIES | East Moline | Illinois | 61244 | 309-755-0001 | 309-755-0002 |
| 3995 | LEDERMAN III | DAVID | IL116 | 847 SOUTH RANDALL ROAD | ELGIN | Illinois | 60123 | 847-717-3249 | 847-717-3261 |
| 703 | PREST | DALE | IL130 | 836 S ARLINGTON HEIGHTS RD | ELK GROVE VILLAGE | Illinois | 60007-3667 | 847-956-1112 | 847-956-0101 |
| 777 | POLLNER | RANDY | IL116 | 205 E BUTTERFIELD RD | ELMHURST | Illinois | 60126-5103 | 630-941-8122 | 630-941-8548 |
| 511 | Fishman | Mark | IL116 | 1555 SHERMAN AVE | EVANSTON | Illinois | 60201 | 847-869-3000 | 847-869-0312 |
| 851 | Fishman | Mark | IL116 | 2906 CENTRAL ST | EVANSTON | Illinois | 60201-1234 | 847-475-5200 | 847-475-5226 |
| 1037 | Fishman | Mark | IL116 | 848 DODGE AVE | EVANSTON | Illinois | 60202-1506 | 847-475-2335 | 847-475-2505 |
| 5612 | HELLMER | MATTHEW | IL116 | 9449 S KEDZIE AVE | Evergreen Park | Illinois | 60805-2325 | 708-423-9449 | 708-423-9666 |
| 4917 | BREITBERG | STUART | IL116 | 728 NORTHWEST HWY | FOX RIVER GROVE | Illinois | 60021 | 847-516-3137 | 847-516-3539 |
| 3864 | NORMAN | HARRY | IL116 | 21200 S LAGRANGE RD | FRANKFORT | Illinois | 60423 | 815-464-2428 | 815-464-2431 |
| 5214 | FLEEGE | SAM | IA250 | 981 GALENA SQUARE DR | GALENA | Illinois | 61036 | 815-776-0822 | 815-776-0819 |
| 5449 | MIYLER | JACK | IL116 | 401 E MAIN ST | Galesburg | Illinois | 61401 | 309-344-4877 | 309-344-2877 |
| 3319 | MARCHUK | KATHRYN | IL116 | 1770 S RANDALL RD STE A | GENEVA | Illinois | 60134-4602 | 630-262-7447 | 630-262-7497 |

| Center | Owner Last Name | Owner First Name | Area | Address | City | State | Zip | Phone | Fax |
|--------|-----------------|------------------|-------|-----------------------------|------------------|----------|------------|--------------|--------------|
| 5221 | OTTO | DAVID | IL116 | 1144 E STATE ST STE A | GENEVA | Illinois | 60134 | 630-845-9010 | 630-845-9019 |
| 2710 | Kellerman | Jerome | MO152 | 17 JUNCTION DR | Glen Carbon | Illinois | 62034 | 618-659-9259 | 618-659-1880 |
| 398 | PATEL | MUKUND | IL116 | 551 ROOSEVELT RD | Glen Ellyn | Illinois | 60137 | 630-858-7571 | 630-858-9010 |
| 2157 | WEIL | DONALD | IL130 | 2516 WAUKEGAN RD | Glenview | Illinois | 60025-1774 | 847-724-3800 | 847-724-3860 |
| 5491 | ZACHEIS | DAWN | MO152 | 3477 NAMEOKI RD | Granite City | Illinois | 62040 | 618-798-9758 | 618-798-9804 |
| 3882 | COFFEE | TIMOTHY | IL116 | 1862 Belvidere Rd | Grayslake | Illinois | 60030 | 847-231-5680 | 847-231-5682 |
| 5430 | BERGSTROM | DONALD | MO152 | 12545 STATE ROUTE 143 STE C | Highland | Illinois | 62249 | 618-651-8877 | 618-651-8879 |
| 1714 | WEIL | SEAN | IL116 | 1954 FIRST ST | Highland Park | Illinois | 60035-3104 | 847-926-8571 | 847-926-8564 |
| 5083 | Patel | Jinit | IL116 | 2215 S WOLF RD | Hillside | Illinois | 60162 | 708-562-8777 | 708-562-8707 |
| 3276 | MARTIN | MICHAEL | IL116 | 3 GRANT SQUARE | Hinsdale | Illinois | 60521 | 630-654-8064 | 630-654-8065 |
| 144 | ARNOUX | BRUCE | IL130 | 3 GOLF CENTER | HOFFMAN ESTATES | Illinois | 60169 | 847-310-9666 | 847-310-9275 |
| 5787 | STEWART | CINDY | IL116 | 14007 S BELL RD | Homer Glen | Illinois | 60491 | 708-301-6444 | 708-301-6479 |
| 6063 | LEDERMAN III | DAVID | IL116 | 12172 S RTE 47 | HUNTLEY | Illinois | 60142 | 847-515-7484 | 847-515-7489 |
| 5117 | MARTIN | MICHAEL | IL116 | 6688 JOLIET RD | Indian Head Park | Illinois | 60525 | 708-784-9315 | 708-784-9634 |
| 5307 | STARK | TONY | IL116 | 2364 ESSINGTON RD | Joliet | Illinois | 60435 | 815-577-2650 | 815-577-1593 |
| 1494 | PATEL | RASHMIKANT | IL116 | 106 W CALENDAR CT | LA GRANGE | Illinois | 60525-2325 | 708-354-8772 | 708-354-8773 |
| 6371 | CHRABASZCZ | EDWARD | IL116 | 276 E Deerpath Rd | Lake Forest | Illinois | 60045 | 847-615-8122 | 847-615-2248 |
| 1220 | Welsh | Nicole | IL116 | 830 W ROUTE 22 | Lake Zurich | Illinois | 60047-2349 | 847-540-8550 | 847-540-8539 |
| 3974 | MONTIEL | STEVE | IL116 | 1244 STATE ST | Lemont | Illinois | 60439 | 630-243-7400 | 630-243-7408 |
| 1319 | WINTER | MICHAEL | IL116 | 872 S MILWAUKEE AVE | LIBERTYVILLE | Illinois | 60048-3227 | 847-918-0181 | 847-918-0184 |
| 6232 | KOSSARI | FARID | IL116 | 3926 W TOUHY AVE | Lincolnwood | Illinois | 60712-1028 | 847-674-1900 | 847-674-1910 |
| 5261 | GEORGE | PAMELA | IL116 | 1042 MAPLE AVE | Lisle | Illinois | 60532 | 630-493-0765 | 630-493-0761 |
| 5629 | STARK | ANTHONY | IL116 | 16525 W 159TH ST | Lockport | Illinois | 60441 | 815-836-0997 | 815-836-0998 |
| 4813 | HADDOX | GEORGE | IL116 | 444 E ROOSEVELT RD | Lombard | Illinois | 60148-4630 | 630-424-0444 | 630-424-1444 |
| 1898 | PETERSON | BRUCE | WI239 | 6260 E RIVERSIDE BLVD | LOVES PARK | Illinois | 61111-4418 | 815-282-8300 | 815-282-8306 |
| 4099 | SKIERSCH | JAMES | MO219 | 1117 N CARBON ST | Marion | Illinois | 62959 | 618-998-0898 | 618-998-0899 |
| 4064 | CROW | ALFRED | IL116 | 518 S ROUTE 31 | MCHENRY | Illinois | 60050 | 815-578-9340 | 815-578-9342 |
| 5921 | HOPKINS | TIMOTHY | IL116 | 249 E US RTE 6 | Morris | Illinois | 60450 | 815-416-0750 | 815-416-0752 |
| 5078 | WEIL | SEAN | IL130 | 6321 W DEMPSTER ST | Morton Grove | Illinois | 60053 | 847-581-2870 | 847-581-2872 |
| 707 | Hibbs | James | IL130 | 1749 GOLF RD | Mount Prospect | Illinois | 60056-4025 | 847-640-7788 | 847-640-8889 |
| 3057 | JANS | CHRISTOPHER | IL130 | 119 S EMERSON AVE | Mount Prospect | Illinois | 60056 | 847-788-9001 | 847-788-9388 |
| 4048 | LEVIN | PENNY | IL116 | 781 S MIDLOTHIAN ROAD | Mundelein | Illinois | 60060 | 847-970-7700 | 847-970-7800 |
| 82 | Fisher | Thomas | IL116 | 115 E OGDEN AVE STE 117 | Naperville | Illinois | 60563 | 630-355-3778 | 630-355-3570 |
| 837 | Park | Sang | IL116 | 1212 S NAPER BLVD STE 119 | Naperville | Illinois | 60540 | 630-416-6666 | 630-416-6668 |
| 2006 | BREITBERG | MICHAEL | IL116 | 931 W 75TH ST STE 137 | Naperville | Illinois | 60565 | 630-717-1540 | 630-717-1354 |
| 3612 | GEORGE | PAMELA | IL116 | 3108 S ROUTE 59 STE 124 | Naperville | Illinois | 60564 | 630-922-0750 | 630-922-0076 |
| 5682 | YAMBOR | RAY | IL116 | 2328 E LINCOLN HWY | New Lenox | Illinois | 60451 | 815-485-6580 | 815-485-6582 |
| 1873 | PATEL | RASHMIKANT | IL130 | 8926 N GREENWOOD AVE | Niles | Illinois | 60714-5163 | 847-824-6800 | 847-824-6816 |
| 6244 | IQBAL | RIZWAN | IL116 | 5697 W TOUHY AVE | NILES | Illinois | 60714 | 847-972-1440 | 847-983-8327 |
| 5674 | GEMBALA | LAWRENCE | IL116 | 7301 W 25TH ST | North Riverside | Illinois | 60546 | 708-442-9039 | 708-442-9059 |
| 986 | PAUL | SHAHID | IL130 | 3149 DUNDEE RD | Northbrook | Illinois | 60062 | 847-205-9996 | 847-205-9961 |
| 1278 | DESAI | RAJENDRA | IL116 | 9624 S CICERO AVE | Oak Lawn | Illinois | 60453-3138 | 708-423-0059 | 708-423-0460 |
| 980 | MOOREHEAD | MIA | IL116 | 7115 W NORTH AVE | Oak Park | Illinois | 60302-1002 | 708-386-8431 | 708-386-8383 |
| 3385 | WAINWRIGHT | JAMES | IL116 | 159 N MARION STREET | OAK PARK | Illinois | 60301-1032 | 708-358-1445 | 708-358-1447 |
| 1869 | YAMBOR | RAYMOND | IL116 | 15774 S LA GRANGE | Orland Park | Illinois | 60462-4766 | 708-349-1093 | 708-349-1094 |
| 1387 | FETTING | LYNN | IL116 | 2758 US HIGHWAY 34 STE B | OSWEGO | Illinois | 60543 | 630-554-5955 | 630-554-5355 |
| 5462 | GURA | JAMES | IL116 | 2740 COLUMBUS ST STE 300 | Ottawa | Illinois | 61350 | 815-431-1600 | 815-431-1616 |
| 5579 | MOORE | KEVIN | IL130 | 738 E DUNDEE RD | PALATINE | Illinois | 60074 | 847-934-9054 | 847-934-9132 |
| 3260 | MONTIEL | CECILE | IL116 | 7156 W 127TH ST | Palos Heights | Illinois | 60463 | 708-671-0413 | 708-671-0415 |
| 4292 | REYES | LOUIS | IL116 | 9654 W 131ST ST | PALOS PARK | Illinois | 60464 | 708-923-6401 | 708-923-6407 |

| Center | Owner Last Name | Owner First Name | Area | Address | City | State | Zip | Phone | Fax |
|--------|-----------------|------------------|-------|--------------------------------|------------------|----------|------------|--------------|--------------|
| 1573 | PARR | ROBERT | IL130 | 310 Busse Highway | Park Ridge | Illinois | 60068-3251 | 847-825-3700 | 847-825-6047 |
| 5708 | LOEB | MAURICE | IL116 | 3420 VETERANS DR | PEKIN | Illinois | 61554-9320 | 309-353-5900 | 309-353-5901 |
| 4847 | RAGON | RANDY | IL116 | 4408 N ROCKWOOD RD | Peoria | Illinois | 61615 | 309-681-8777 | 309-681-8740 |
| 3669 | PARK | SANDRA | IL116 | 2314 ROUTE 59 | Plainfield | Illinois | 60586-7756 | 815-254-8194 | 815-254-8195 |
| 4488 | COZZONI | PETER | IL116 | 13400 S ROUTE 59 STE 116 | PLAINFIELD | Illinois | 60585 | 815-254-3400 | 815-254-8349 |
| 5839 | HURAYT | JUSTIN | MO219 | 3710 BROADWAY ST | QUINCY | Illinois | 62305 | 217-223-5555 | 217-223-5557 |
| 4749 | MARRS | PHILIP | IL116 | 2033 N MILWAUKEE AVE | RIVERWOODS | Illinois | 60015 | 847-465-1477 | 847-465-1149 |
| 2817 | MINK | BARBARA | WI239 | 7431 E STATE ST | ROCKFORD | Illinois | 61108 | 815-398-8300 | 815-398-8328 |
| 769 | CORFIELD | MARTHA | IL130 | 2118 PLUM GROVE RD | Rolling Meadows | Illinois | 60008 | 847-991-9980 | 847-991-9983 |
| 3776 | GRUBB | MICHAEL | IL116 | 429 WEBER RD STE B | Romeoville | Illinois | 60446 | 815-293-3950 | 815-293-3970 |
| 4574 | LIEVEN | ELENI | IL116 | 2189 N RTE 83 | Round Lake Beach | Illinois | 60073 | 847-543-7883 | 847-543-4872 |
| 1903 | CASTON | MICHAEL | IL116 | 2400 E MAIN ST STE 103 | Saint Charles | Illinois | 60174-2415 | 630-513-5565 | 630-513-7772 |
| 1178 | BLOCK | REBECCA | IL130 | 869 E SCHAUMBURG RD | Schaumburg | Illinois | 60194-3654 | 847-985-5551 | 847-985-5670 |
| 3003 | ROSSIAKY | MICHAEL | IL130 | 904 S ROSELLE RD | Schaumburg | Illinois | 60193 | 847-301-0901 | 847-301-0908 |
| 5035 | LEDERMAN III | DAVID | IL130 | 1425 W SCHAUMBURG RD | Schaumburg | Illinois | 60194 | 847-534-0506 | 847-534-0607 |
| 6426 | LEDERMAN III | DAVID | IL116 | 1800 E Golf Road | Schaumburg | Illinois | 60173 | 847-517-6965 | 847-517-6966 |
| 2694 | DOPUCH | JOAN | MO152 | 4020 GREEN MOUNT CROSSING DR | SHILOH | Illinois | 62269 | 618-624-7381 | 618-624-7385 |
| 5822 | KOSSARI | FARID | IL116 | 4957 OAKTON ST | Skokie | Illinois | 60077-2903 | 847-329-7400 | 847-329-7444 |
| 3794 | REYES | LOUIS | IL116 | 430 E 162ND ST | South Holland | Illinois | 60473 | 708-333-8375 | 708-333-8377 |
| 4385 | KENYON | MICHAEL | IL116 | 902 S RANDALL RD STE C | ST CHARLES | Illinois | 60174 | 630-443-6610 | 630-443-6710 |
| 4551 | ROSSIAKY | MICHAEL | IL130 | 684 S BARRINGTON RD (4B PLAZA) | Streamwood | Illinois | 60107 | 630-289-2105 | 630-289-6125 |
| 5576 | LEWIS | ANTHONY | IL130 | 651 S SUTTON RD | Streamwood | Illinois | 60107 | 630-483-3890 | 630-483-3895 |
| 415 | YAMBOR | RAYMOND | IL116 | 15941 SOUTH HARLEM AVE | TINLEY PARK | Illinois | 60477-1609 | 708-429-7060 | 708-429-9828 |
| 5762 | PATEL | SANDEEP | IL116 | 1146 WAUKEGAN RD | Waukegan | Illinois | 60085 | 847-406-5403 | 847-406-5405 |
| 1704 | PRICE | STERLING | IL116 | 1879 N NELTNOR BLVD | WEST CHICAGO | Illinois | 60185-5932 | 630-876-0200 | 630-876-9690 |
| 5049 | BROWN | JACKIE | IL116 | 4 E OGDEN AVE | WESTMONT | Illinois | 60559 | 630-321-0400 | 630-321-0422 |
| 4659 | MARTIN | MICHAEL | IL116 | 20 DANADA SQ W | WHEATON | Illinois | 60189-1000 | 630-653-8700 | 630-653-8703 |
| 5996 | PATEL | TARLIKA | IL116 | 2206 N MAIN ST | Wheaton | Illinois | 60187 | 630-784-0308 | 630-784-0393 |
| 1119 | BURNS | GLENN | IL116 | 1189 WILMETTE AVE | Wilmette | Illinois | 60091-2719 | 847-256-1187 | 847-256-2710 |
| 2808 | BURNS | GLENN | IL116 | 3223 LAKE AVE UNIT 15C | Wilmette | Illinois | 60091-1069 | 847-853-1300 | 847-853-1377 |
| 1772 | WEIL | SEAN | IL116 | 1001 GREENBAY RD | Winnetka | Illinois | 60093-1721 | 847-446-6899 | 847-446-6886 |
| 5204 | PETERSON | MATHEW | IL116 | 720 S Eastwood Dr | WOODSTOCK | Illinois | 60098 | 815-206-3602 | 815-206-3604 |
| 5361 | OTTO | DAVID | IL116 | 1905 MARKETVIEW DR UNIT 100 | YORKVILLE | Illinois | 60560 | 630-553-5144 | 630-553-6211 |
| 3543 | FOX | LON | IN213 | 4326 SCATTERFIELD ROAD | ANDERSON | Indiana | 46013 | 765-644-1981 | 765-644-1982 |
| 4266 | POLO | JOSEPH | IN213 | 8103 E US HWY 36 | AVON | Indiana | 46123-7965 | 317-272-4300 | 317-272-4388 |
| 3743 | Holcomb | Chad | IN213 | 2611 W 16TH STREET | BEDFORD | Indiana | 47421-3503 | 812-279-2200 | 812-279-2270 |
| 2797 | CRIDER | DENNIS | IN213 | 899 S COLLEGE MALL RD | Bloomington | Indiana | 47401-6301 | 812-331-9990 | 812-331-9950 |
| 4918 | POLO | JOSEPH | IN213 | 900 E 7TH ST | BLOOMINGTON | Indiana | 47405-3201 | 812-856-9070 | 812-856-9090 |
| 2672 | REESE | THOMAS | IN213 | 124 E NORTHFIELD DR STE F | BROWNSBURG | Indiana | 46112 | 317-858-1422 | 317-858-1522 |
| 3777 | CRAGEN | KENNETH | IN213 | 8310 WINDFALL LN STE B | CAMBY | Indiana | 46113 | 317-821-8411 | 317-821-8412 |
| 973 | McBRIDE | KATHLEEN | IN213 | 1950 E GREYHOUND PASS STE 18 | CARMEL | Indiana | 46033-7730 | 317-575-9432 | 317-575-9435 |
| 2587 | MILLER | BARBRA | IN213 | 484 E CARMEL DR | CARMEL | Indiana | 46032-2812 | 317-574-0570 | 317-574-0580 |
| 3906 | WAGNER | TOM | IN213 | 4000 W 106TH STE 125 | CARMEL | Indiana | 46032 | 317-733-4010 | 317-733-4020 |
| 4043 | QUINN | SUSAN | IN213 | 709-2 PLAZA DRIVE | Chesterton | Indiana | 46304 | 219-926-7600 | 219-926-7624 |
| 2382 | CRIDER | DENNIS | IN213 | 3129 25TH ST | Columbus | Indiana | 47203-2436 | 812-378-4777 | 812-378-2966 |
| 4193 | KONICK | EDWARD | IN213 | 2131 EDSEL LANE NW | CORYDON | Indiana | 47112 | 812-734-1148 | 812-734-1158 |
| 2169 | MOLINARO | ADELE | IN213 | 10769 BROADWAY | CROWN POINT | Indiana | 46307 | 219-662-7960 | 219-662-8102 |

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|--------|-----------------|------------------|-------|--|-----------------|---------|------------|--------------|--------------|
| 5158 | MOLINARO | ADELE | IN213 | 879 JOLIET ST | Dyer | Indiana | 46311-1920 | 219-322-9004 | 219-322-9029 |
| 5645 | BECKER | MARK | IN213 | 4000 E BRISTOL ST STE 3 | ELKHART | Indiana | 46514 | 574-262-2994 | 574-262-5667 |
| 1629 | Patterson | Mark | IN213 | 5444 E INDIANA ST | EVANSVILLE | Indiana | 47715-2857 | 812-471-0200 | 812-471-0300 |
| 5015 | Patterson | Mark | IN213 | 5625 PEARL DR STE F | EVANSVILLE | Indiana | 47712 | 812-422-2040 | 812-422-2370 |
| 1870 | WEAVER | JANE | IN213 | 11057 ALLISONVILLE ROAD | FISHERS | Indiana | 46038-2331 | 317-594-9600 | 317-849-5755 |
| 5100 | GARD | DON | IN213 | 11650 OLIO RD STE 1000 | FISHERS | Indiana | 46037-7621 | 317-578-0094 | 317-578-0394 |
| 3785 | Geldenhuys | Patsy | KY262 | 762 HIGHLANDER POINT DR | FLOYDS KNOBS | Indiana | 47119 | 812-923-7447 | 812-923-1743 |
| 4339 | CRAGEN | GUY | IN213 | 1876 NORTHWOOD PLAZA DR | FRANKLIN | Indiana | 46131 | 317-736-0106 | 317-736-0090 |
| 4682 | Smtih | Shellie | IN213 | 921 E DUPONT RD | FT WAYNE | Indiana | 46825 | 260-490-2800 | 260-490-2811 |
| 5273 | BECKER | MARK | IN213 | 12980-F STATE RD 23 | Granger | Indiana | 46530 | 574-273-4100 | 574-273-9310 |
| 5794 | WATSON | BRIAN | IN213 | 704 SOUTH STATE ROAD 135 STE D | GREENWOOD | Indiana | 46143 | 317-888-3239 | 317-888-3262 |
| 2408 | MOLINARO | ADELE | IN213 | 2158 45TH AVE | HIGHLAND | Indiana | 46322-3742 | 219-922-1545 | 219-922-1727 |
| 1974 | MARTIN | KEVIN | IN213 | 133 W MARKET ST | Indianapolis | Indiana | 46204-2801 | 317-236-0009 | 317-236-0010 |
| 2624 | POLO | JOSEPH | IN213 | 9801 FALL CREEK RD | INDIANAPOLIS | Indiana | 46256-4802 | 317-577-8266 | 317-577-3280 |
| 2812 | POLO | JOSEPH | IN213 | 5351 E THOMPSON RD | Indianapolis | Indiana | 46237-4094 | 317-791-1993 | 317-791-1994 |
| 2845 | POLO | JOSEPH | IN213 | 973 N SHADELAND AVE | Indianapolis | Indiana | 46219-4809 | 317-351-1200 | 317-351-1170 |
| 3053 | DAWSON | DENNIS | IN213 | 9702 E WASHINGTON ST STE 400 | Indianapolis | Indiana | 46229 | 317-895-9990 | 317-895-9991 |
| 3103 | POLO | JOSEPH | IN213 | 7915 S EMERSON AVE | Indianapolis | Indiana | 46237-9708 | 317-859-9010 | 317-859-9020 |
| 3218 | POLO | JOSEPH | IN213 | 8206 ROCKVILLE RD | INDIANAPOLIS | Indiana | 46214-3113 | 317-273-1906 | 317-273-1908 |
| 4171 | POLO | JOSEPH | IN213 | 1350 WEST SOUTHPORT RD STE C | INDIANAPOLIS | Indiana | 46217 | 317-865-9100 | 317-865-9709 |
| 4265 | POLO | JOSEPH | IN213 | 7399 NORTH SHADELAND AVE | Indianapolis | Indiana | 46250 | 317-595-0005 | 317-595-0106 |
| 5811 | COLVIN III | ROSEVELT | IN213 | 1075 BROAD RIPPLE AVE | Indianapolis | Indiana | 46220-2034 | 317-466-9616 | 317-466-9716 |
| 6256 | MILLER | BARBRA | IN213 | 5265 E 82ND ST (THE CASTLETON UPS STORE) | INDIANAPOLIS | Indiana | 46250 | 317-578-8790 | 317-578-8791 |
| 6285 | MILLER | BARBRA | IN213 | 1389 W 86th ST | INDIANAPOLIS | Indiana | 46260 | 317-257-5660 | 317-257-5682 |
| 6368 | MILLER | BARBRA | IN213 | 1300 E 86th ST STE 14 | INDIANAPOLIS | Indiana | 46240 | 317-569-1730 | 317-569-1735 |
| 4063 | SPARROW | DEREK | KY262 | 3310-4 E 10TH ST (HWY 62) | JEFFERSONVILL E | Indiana | 47130 | 812-284-5303 | 812-284-5312 |
| 3814 | EVERS | JILL | IN213 | 120 N DIXON ROAD | Kokomo | Indiana | 46901 | 765-452-2494 | 765-452-2499 |
| 4998 | EVERS | JILL | IN213 | 2114 E BOULEVARD | KOKOMO | Indiana | 46902 | 765-457-6745 | 765-457-6746 |
| 4196 | HOWE | CONRAD | IN213 | 4315 COMMERCE DR STE 440 | LAFAYETTE | Indiana | 47905 | 765-449-8300 | 765-449-0800 |
| 5755 | LUHN | ROBERT | IN213 | 100 INDUSTRIAL DR | LAWRENCEBUR G | Indiana | 47025 | 812-537-5062 | 812-537-5093 |
| 5600 | GRAY | KIMBERLY | IN213 | 150 DEANNA DR | LOWELL | Indiana | 46356 | 219-696-5759 | 219-696-5797 |
| 5219 | MOLINARO | ADELE | IN213 | 417 W 81st AVE | Merrillville | Indiana | 46410 | 219-750-9597 | 219-750-9599 |
| 2801 | CROWLEY | JOHN | IN213 | 5776 GRAPE RD STE 51 | Mishawaka | Indiana | 46545 | 574-273-8382 | 574-273-8481 |
| 3055 | FOX | LON | IN213 | 4319 W CLARA LN | Muncie | Indiana | 47304-5470 | 765-284-8244 | 765-284-8255 |
| 3084 | Sapp | Krista | KY262 | 2241 STATE ST | NEW ALBANY | Indiana | 47150-4924 | 812-945-9500 | 812-945-9505 |
| 5616 | PATEL | SMITA | KY262 | 4510 CHARLESTOWN RD | NEW ALBANY | Indiana | 47150 | 812-944-4100 | 812-944-4141 |
| 2443 | POLO | JOSEPH | IN213 | 176 W LOGAN ST | NOBLESVILLE | Indiana | 46060 | 317-776-1399 | 317-776-1389 |
| 5753 | WEAVER | JANE | IN213 | 14350 MUNDY DRIVE STE 800 | NOBLESVILLE | Indiana | 46060 | 317-776-9494 | 317-776-9594 |
| 6035 | DeLOUGHERY | JOHN | IN213 | 2230 STAFFORD RD STE 115 | PLAINFIELD | Indiana | 46168 | 317-838-9040 | 317-838-9087 |
| 5393 | POCZIK | LISA | IN213 | 1913-F N MICHIGAN ST | PLYMOUTH | Indiana | 46563 | 574-936-5665 | 574-936-5448 |
| 3601 | WHORTON | JOSEPH | IN213 | 6212 U.S. HWY 6 | PORTAGE | Indiana | 46368 | 219-764-3167 | 219-764-0884 |
| 5081 | HART | KENT | OH171 | 3645 E MAIN ST | Richmond | Indiana | 47374 | 765-965-4488 | 765-965-1131 |
| 1060 | SCHUETT | KENNETH | IN213 | 228 W LINCOLN HWY | Schererville | Indiana | 46375 | 219-322-6968 | 219-322-0211 |
| 3046 | CRIDER | DENNIS | IN213 | 1521 E TIPTON ST | Seymour | Indiana | 47274-3557 | 812-524-0206 | 812-524-0207 |
| 1097 | MOLNAR | GLEN | IN213 | 2043 SOUTH BEND AVE | South Bend | Indiana | 46637-5686 | 574-277-6245 | 574-277-7679 |
| 5592 | BROWN | MARSHA | IN213 | 3903 PORTAGE RD STE C | South Bend | Indiana | 46628-6169 | 574-271-8555 | 574-271-1967 |
| 5665 | CROWLEY | JOHN | IN213 | 1290 EAST IRELAND ROAD STE V100 | South Bend | Indiana | 46614 | 574-231-1216 | 574-231-1232 |

| Center | Owner Last Name | Owner First Name | Area | Address | City | State | Zip | Phone | Fax |
|--------|-----------------|------------------|-------|-----------------------------|-----------------|---------|------------|--------------|--------------|
| 2549 | NANCE | MICHAEL | IN213 | 6137 CRAWFORDSVILLE RD | Speedway | Indiana | 46224-3711 | 317-481-8316 | 317-481-8416 |
| 4451 | GASSER | JOHNATHAN | IN213 | 5105 SOUTH US HWY 41 | TERRE HAUTE | Indiana | 47802 | 812-299-1700 | 812-299-1701 |
| 2049 | ELLIS | MATTHEW | IN213 | 1101 CUMBERLAND CROSSING DR | VALPARAISO | Indiana | 46383 | 219-464-4245 | 219-464-3683 |
| 5598 | POCZIK | LISA | IN213 | 2562 WALTON BLVD | WARSAW | Indiana | 46582 | 574-269-7393 | 574-269-5805 |
| 6156 | HOWE | CONRAD | IN213 | 101 N GRANT ST ROOM 80 | WEST LAFAYETTE | Indiana | 47906 | 765-743-1230 | 765-743-1240 |
| 5566 | POLO | JOSEPH | IN213 | 17437 CAREY RD | WESTFIELD | Indiana | 46074 | 317-896-8775 | 317-896-4552 |
| 2670 | SNOW | CARLA | IN213 | 49 BOONE VILLAGE | Zionsville | Indiana | 46077-1231 | 317-873-2667 | 317-873-2628 |
| 5469 | THOMPSON | GARY | IA250 | 809 WHEELER ST STE 110 | Ames | Iowa | 50010 | 515-232-1188 | 515-232-1288 |
| 4842 | PATEL | BINDIYA | IA250 | 2310 SE DELAWARE AVE STE G | Ankeny | Iowa | 50021 | 515-965-8412 | 515-965-8696 |
| 2571 | MILLER | PATRICIA | IA250 | 2884 DEVILS GLEN RD | Bettendorf | Iowa | 52722-3318 | 563-332-1675 | 563-332-1677 |
| 5617 | BRANDT | ANN | IA250 | 6820 UNIVERSITY AVE | CEDAR FALLS | Iowa | 50613 | 319-268-1705 | 319-268-1706 |
| 4876 | HOTT | CHARLES | IA250 | 5001 1ST AVE SE STE 105 | Cedar Rapids | Iowa | 52402 | 319-373-9899 | 319-373-7117 |
| 5246 | BRANDT | ANN | IA250 | 3315 WILLIAMS BLVD SW STE 2 | Cedar Rapids | Iowa | 52404 | 319-365-2112 | 319-365-2811 |
| 5625 | CAIN | VALERIE | IA250 | 2200 NW 159TH ST STE 400 | CLIVE | Iowa | 50325 | 515-987-7424 | 515-987-9682 |
| 5239 | HOTT | CHARLES | IA250 | 941 25TH AVE | Coralville | Iowa | 52241 | 319-354-0024 | 319-354-0680 |
| 5186 | Dallakoti | Krishna | ND237 | 2008 WEST BROADWAY | COUNCIL BLUFFS | Iowa | 51501 | 712-242-0085 | 712-242-0088 |
| 2883 | MILLER | PATRICIA | IA250 | 102 E KIMBERLY RD STE I | Davenport | Iowa | 52806-5922 | 563-391-3331 | 563-391-3332 |
| 1983 | GOFF | SHERYL | IA250 | 4225 FLEUR DR | Des Moines | Iowa | 50321-2325 | 515-285-0113 | 515-285-0514 |
| 2597 | PATEL | BINDIYA | IA250 | 2643 BEAVER AVE | DES MOINES | Iowa | 50310 | 515-277-5001 | 515-277-6030 |
| 3078 | FLEEGE | SAM | IA250 | 3500 DODGE ST STE 205 | Dubuque | Iowa | 52003 | 563-582-3030 | 563-582-7070 |
| 6001 | DUTLER | ERIC | IA250 | 2616 5TH AVE SOUTH | Fort Dodge | Iowa | 50501 | 515-955-5429 | 515-955-2524 |
| 6597 | Parker | Todd | IA250 | 450 HWY 1 W | Iowa City | Iowa | 52246 | 319-359-1773 | 319-359-1774 |
| 4709 | PATTERSON | KELLY | IA250 | 8805 CHAMBERY BLVD STE 300 | Johnston | Iowa | 50131 | 515-334-0753 | 515-334-0810 |
| 5089 | THOMPSON | GARY | IA250 | 125 W MERLE HIBBS BLVD | Marshalltown | Iowa | 50158-4795 | 641-754-0088 | 641-754-0089 |
| 4018 | JOHNSON | JEROME | ND237 | 5006 SERGEANT RD | SIOUX CITY | Iowa | 51106 | 712-255-8150 | 712-255-9595 |
| 3087 | GOFF | SHERYL | IA250 | 2815 100TH ST | Urbandale | Iowa | 50322 | 515-270-4555 | 515-270-1166 |
| 5189 | BRANDT | ANN | IA250 | 104 BROOKERIDGE DR | WATERLOO | Iowa | 50702 | 319-235-1800 | 319-235-1812 |
| 1720 | DISNEY | LAWRENCE | IA250 | 2800 UNIVERSITY AVE STE H1B | West Des Moines | Iowa | 50266-1258 | 515-221-9744 | 515-221-9745 |
| 2528 | PATTERSON | KELLY | IA250 | 3775 E P TRUE PKWY | West Des Moines | Iowa | 50265-7696 | 515-225-1066 | 515-225-1504 |
| 2618 | ANDERSON | JASON | IA250 | 6750 WESTOWN PKWY #200 | West Des Moines | Iowa | 50266 | 515-453-8426 | 515-453-8429 |
| 4416 | PECK | BRUCE | KS218 | 620 N ROCK RD STE 230 | Derby | Kansas | 67037 | 316-788-8700 | 316-788-8715 |
| 5610 | BRENEMAN | ROBERT | KS218 | 5320 ASHBY AVE | Ft Riley | Kansas | 66442-2300 | 785-784-4825 | 785-784-4925 |
| 5784 | MERCIER | DAWN | KS221 | 814 E MAIN ST | Gardner | Kansas | 66030 | 913-856-4501 | 913-856-4516 |
| 5841 | COOPER | PAMELA | KS221 | 10940 PARALLEL PKWY STE K | KANSAS CITY | Kansas | 66109 | 913-299-3200 | 913-299-3202 |
| 6462 | Wood | Paul | KS221 | 100 E Kansas AVE | LANSING | Kansas | 66043 | 913-250-0832 | 913-250-0839 |
| 2582 | MELLOTT | DANIEL | KS221 | 3514 CLINTON PKWY STE A | LAWRENCE | Kansas | 66047-2145 | 785-865-0004 | 785-865-0044 |
| 5707 | LINHOS | CAROL | KS221 | 2040 W 31ST ST STE G | Lawrence | Kansas | 66046 | 785-856-7860 | 785-856-7867 |
| 5941 | LINHOS | CAROL | KS221 | 4000 W 6TH ST STE B | LAWRENCE | Kansas | 66049 | 785-856-0707 | 785-856-0717 |
| 2580 | FLETCHER | JOHN | KS221 | 12120 STATE LINE RD | Leawood | Kansas | 66209-1254 | 913-663-1477 | 913-663-1515 |
| 4657 | STEPHAN-STANLEY | MARY | KS221 | 11944 W. 95TH ST | LENEXA | Kansas | 66215 | 913-599-0899 | 913-599-0887 |
| 5048 | HALE | SIMON | KS221 | 15621 WEST 87TH STREET PKWY | Lenexa | Kansas | 66219 | 913-647-1700 | 913-647-1701 |
| 1957 | SMITH | CHERYL | KS218 | 1228 WEST LOOP | MANHATTAN | Kansas | 66502-2840 | 785-537-6071 | 785-537-4736 |
| 2923 | MELLOTT | DANIEL | KS221 | 5400 JOHNSON DR | Mission | Kansas | 66205 | 913-722-1146 | 913-722-2363 |
| 2098 | EHLERS | STUART | KS221 | 13505 S MUR-LEN STE 105 | Olathe | Kansas | 66062-1600 | 913-829-3750 | 913-829-5435 |
| 5238 | STEPHAN-STANLEY | MARY | KS221 | 119 N PARKER ST | OLATHE | Kansas | 66061 | 913-829-8686 | 913-829-8687 |
| 5863 | CASANOVA | LUIS | KS221 | 15954 MUR-LEN RD | Olathe | Kansas | 66062 | 913-768-1665 | 913-768-4770 |
| 1602 | WAISNER | KORY | KS221 | 11184 ANTIOCH | Overland Park | Kansas | 66210-2420 | 913-345-2663 | 913-345-0345 |
| 2366 | STEPHAN-STANLEY | MARY | KS221 | 6709 W 119 ST | Overland Park | Kansas | 66209-2013 | 913-345-9992 | 913-345-2301 |
| 2546 | Fromm | William | KS221 | 11936 W 119TH ST | Overland Park | Kansas | 66213-2216 | 913-663-1095 | 913-663-1091 |

| Center | Owner Last Name | Owner First Name | Area | Address | City | State | Zip | Phone | Fax |
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| 2924 | SPRATLEY | SHAWN | KS221 | 7111 W 151 ST | Overland Park | Kansas | 66223-2231 | 913-897-6623 | 913-897-6664 |
| 4279 | BREWER | REAGAN | KS221 | 9218 METCALF | Overland Park | Kansas | 66212 | 913-649-2925 | 913-649-6587 |
| 4324 | SPRATLEY | SHAWN | KS221 | 13725 METCALF AVE | Overland Park | Kansas | 66223 | 913-851-7711 | 913-851-7710 |
| 6042 | PIXLER | R | KS221 | 1601 E PEORIA STREET | Paola | Kansas | 66071 | 913-294-2877 | 913-294-3291 |
| 5703 | BOGNER | LEONARD | KS218 | 101 W 29TH ST STE G | PITTSBURG | Kansas | 66762 | 620-232-9797 | 620-232-9707 |
| 1159 | EHLERS | STUART | KS221 | 3965 W 83RD ST | Prairie Village | Kansas | 66208-5308 | 913-381-9430 | 913-381-9416 |
| 5798 | VAUGHN | R | KS218 | 1648 S OHIO ST | SALINA | Kansas | 67401 | 785-822-0772 | 785-822-0779 |
| 4701 | COOPER | PAMELA | KS221 | 13851 W 63rd ST | SHAWNEE | Kansas | 66216 | 913-962-7788 | 913-962-7789 |
| 5094 | COOPER | PAMELA | KS221 | 22052 W 66TH ST | Shawnee | Kansas | 66226 | 913-441-2770 | 913-441-2771 |
| 2622 | LINHOS | CAROL | KS221 | 4021 SW 10TH ST | TOPEKA | Kansas | 66604-1916 | 785-272-3370 | 785-272-8730 |
| 3349 | LINHOS | CAROL | KS221 | 6021 SW 29TH ST STE A | TOPEKA | Kansas | 66614-4269 | 785-271-6245 | 785-271-9648 |
| 952 | Acklin | William | KS218 | 6505 E CENTRAL AVE | WICHITA | Kansas | 67206-1924 | 316-685-1717 | 316-685-1133 |
| 1315 | KHAN | MUHAMMAD | KS218 | 2250 N ROCK RD STE 118 | Wichita | Kansas | 67226-2325 | 316-686-6190 | 316-686-6297 |
| 2956 | WANGSGARD | LYNN | KS218 | 8918 W 21ST ST N STE 200 | Wichita | Kansas | 67205-1880 | 316-729-4646 | 316-729-4888 |
| 4150 | SIMONS | JO | KY262 | 378 DIEDERICH BLVD | Ashland | Kentucky | 41101 | 606-920-9955 | 606-920-9979 |
| 2058 | CALVIN | MICHAEL | KY262 | 1945 SCOTTSVILLE RD STE B-2 | Bowling Green | Kentucky | 42104 | 270-842-7299 | 270-842-7320 |
| 5638 | BROWN | TONY | KY262 | 760 CAMPBELL LN STE 106 | BOWLING GREEN | Kentucky | 42104 | 270-842-4002 | 270-842-4057 |
| 2734 | SCHILLINGS | BARRY | OH171 | 2335 BUTTERMILK CROSSING | Crescent Springs | Kentucky | 41017 | 859-341-9215 | 859-341-9237 |
| 5401 | HAZLE | JEFFREY | KY262 | 1811 N DIXIE AVE STE 104 | ELIZABETHTOWN | Kentucky | 42701 | 270-769-1530 | 270-769-1540 |
| 3169 | SCHILLINGS | BARRY | OH171 | 8459 US 42 STE F | FLORENCE | Kentucky | 41042 | 859-746-1182 | 859-746-1185 |
| 5029 | BICICCHI | JOSEPH | KY262 | BLDG 99, MICHIGAN AVE | FORT CAMPBELL | Kentucky | 42223-5614 | 270-697-0011 | 270-697-0700 |
| 1414 | SPRADLIN | WANDA | KY262 | 1303 US HWY 127 SOUTH STE 402 | FRANKFORT | Kentucky | 40601-4385 | 502-875-3366 | 502-875-0004 |
| 5114 | CAMPBELL | PAULA | KY262 | 120 MARKETPLACE CIRCLE STE C | GEORGETOWN | Kentucky | 40324 | 502-863-5454 | 502-863-3484 |
| 5834 | PATEL | CHANDRESH | KY262 | 2202 US HIGHWAY 41 N UNIT E | HENDERSON | Kentucky | 42420 | 270-831-1119 | 270-831-1138 |
| 3953 | BUSH | ROBERT | KY262 | 4044 FORT CAMPBELL BLVD | Hopkinsville | Kentucky | 42240 | 270-885-1500 | 270-886-5800 |
| 2994 | BERNTHOLD | SHERRY | KY262 | 2028 S HWY 53 STE 3 | La Grange | Kentucky | 40031-9119 | 502-222-5992 | 502-222-5606 |
| 2940 | PANDYA | JIGAR | KY262 | 2901 RICHMOND RD STE 130 | Lexington | Kentucky | 40509-1596 | 859-266-9806 | 859-269-1147 |
| 3027 | Hardin | Allen | KY262 | 3070 LAKE CREST CIR | LEXINGTON | Kentucky | 40513 | 859-296-9177 | 859-296-0282 |
| 3095 | MINIARD | PATRICK | KY262 | 838 E HIGH ST | Lexington | Kentucky | 40502-2107 | 859-268-6231 | 859-269-0042 |
| 3287 | JONES | WARREN | KY262 | 4101 TATES CREEK CENTRE DR STE 150 | Lexington | Kentucky | 40517 | 859-273-6188 | 859-273-6196 |
| 3324 | JONES | WARREN | KY262 | 2220 NICHOLASVILLE RD STE 110 | LEXINGTON | Kentucky | 40503 | 859-278-3040 | 859-278-7880 |
| 5481 | JONES | WARREN | KY262 | 1890 STAR SHOOT PKWY STE 170 | Lexington | Kentucky | 40509 | 859-543-0220 | 859-543-0299 |
| 6383 | WOOD | MATTHEW | KY262 | 1588 Leestown RD STE 130 | LEXINGTON | Kentucky | 40511 | 859-231-0673 | 859-231-0687 |
| 141 | TAYLOR | GREGORY | KY262 | 9431 WESTPORT PLAZA | Louisville | Kentucky | 40241 | 502-426-1412 | 502-429-6717 |
| 830 | BROWNMILLER | CLIFFORD | KY262 | 743 E BROADWAY | LOUISVILLE | Kentucky | 40202-1711 | 502-584-2802 | 502-584-2895 |
| 1809 | TAYLOR | GREGORY | KY262 | 291 N HUBBARDS LN STE B26 | Louisville | Kentucky | 40207-8203 | 502-897-6058 | 502-897-1887 |
| 1815 | SPARROW | DEREK | KY262 | 4949 OLD BROWNSBORO RD | Louisville | Kentucky | 40222-6424 | 502-327-9646 | 502-327-8247 |
| 2113 | WILLETT | JOAN | KY262 | 3044 BARDSTOWN RD | Louisville | Kentucky | 40205-3020 | 502-451-5335 | 502-451-5345 |
| 2352 | Reichert | Cynthia | KY262 | 974 BRECKENRIDGE LN | LOUISVILLE | Kentucky | 40207 | 502-894-0771 | 502-893-9148 |
| 2454 | TAYLOR | GREGORY | KY262 | 9016 TAYLORSVILLE RD | Louisville | Kentucky | 40299-1750 | 502-493-9700 | 502-493-0210 |
| 2771 | RUSS | CHARLES | KY262 | 4621 OUTER LOOP | Louisville | Kentucky | 40219-3970 | 502-966-0095 | 502-966-0446 |
| 2799 | WILLETT | JOAN | KY262 | 6407 BARDSTOWN RD | LOUISVILLE | Kentucky | 40291-3040 | 502-231-0952 | 502-231-0968 |
| 2928 | MOORE | MELVA | KY262 | 9462 BROWNSBORO RD | Louisville | Kentucky | 40241-1118 | 502-327-0848 | 502-327-0833 |
| 3152 | BERNTHOLD | SHERRY | KY262 | 12123 SHELBYVILLE RD STE 100 | Louisville | Kentucky | 40243 | 502-254-9330 | 502-254-9337 |
| 3420 | KIRSCH | STEVE | KY262 | 1355 BARDSTOWN RD | LOUISVILLE | Kentucky | 40204-1353 | 502-454-9493 | 502-459-5125 |

| Center | Owner Last Name | Owner First Name | Area | Address | City | State | Zip | Phone | Fax |
|--------|-----------------|------------------|-------|--|----------------|-----------|------------|--------------|--------------|
| 4693 | SPARROW | DEREK | KY262 | 657 SO HURSTBOURNE PKWY | LOUISVILLE | Kentucky | 40222 | 502-339-7774 | 502-339-9755 |
| 5354 | BROWN SR | OTIS | KY262 | 6661 DIXIE HWY STE 4 | Louisville | Kentucky | 40258 | 502-937-5450 | 502-937-5495 |
| 5369 | KIRSCH | STEVE | KY262 | 3131 S 2ND ST | LOUISVILLE | Kentucky | 40208 | 502-368-2353 | 502-368-2354 |
| 5408 | BERNTHOLD | SHERRY | KY262 | 12468 LaGRANGE RD | LOUISVILLE | Kentucky | 40245 | 502-409-6800 | 502-409-6802 |
| 6123 | BROWNMILLER | CLIFFORD | KY262 | 325 W MAIN ST WATERFRONT PLAZA STE 150 | LOUISVILLE | Kentucky | 40202 | 502-583-3784 | 502-583-3786 |
| 4905 | UNDERWOOD | W | KY262 | 632 NORTH 12TH ST | Murray | Kentucky | 42071 | 270-762-9103 | 270-762-9133 |
| 4819 | JONES | WARREN | KY262 | 1067 NORTH MAIN ST | Nicholasville | Kentucky | 40356 | 859-885-0075 | 859-885-0019 |
| 6437 | PATEL | CHANDRESH | KY262 | 636 Southtown Blvd STE 5 | OWENSBORO | Kentucky | 42303 | 270-685-2073 | 270-685-2075 |
| 4301 | CLEVINGER | KIMBERLY | KY262 | 4145 N MAYO TRAIL | Pikeville | Kentucky | 41501 | 606-437-0546 | 606-437-0549 |
| 2661 | BERNTHOLD | SHERRY | KY262 | 9219 US HWY 42 #D | PROSPECT | Kentucky | 40059-8875 | 502-228-0201 | 502-228-0490 |
| 3398 | PANDYA | JIGAR | KY262 | 330 EASTERN BYPASS STE 1 | RICHMOND | Kentucky | 40475 | 859-624-4300 | 859-624-8899 |
| 3325 | CLARK | MARTHA | KY262 | 18 VILLAGE PLAZA | Shelbyville | Kentucky | 40065-1745 | 502-647-3344 | 502-647-1848 |
| 5397 | SWANNER | DOYLE | KY262 | 650 S HWY 27 STE 5 | SOMERSET | Kentucky | 42501 | 606-677-1402 | 606-677-1404 |
| 3343 | JONES | WARREN | KY262 | 1619 BYPASS RD | Winchester | Kentucky | 40391 | 859-745-4422 | 859-745-4004 |
| 5038 | JOHNSON | TERESA | AL245 | 4501 JACKSON ST EXTENSION STE C | Alexandria | Louisiana | 71303 | 318-448-6419 | 318-448-8047 |
| 1930 | BODIN JR | RUSSEL | LA242 | 2142 O'NEAL LN | Baton Rouge | Louisiana | 70816-3205 | 225-755-7753 | 225-755-7762 |
| 2070 | BURFORD JR | CHARLES | LA242 | 5261 HIGHLAND RD | Baton Rouge | Louisiana | 70808 | 225-766-8810 | 225-766-8455 |
| 2305 | PERDUE | RHONDA | LA242 | 14241 COURSEY BLVD SUITE A-12 | Baton Rouge | Louisiana | 70817 | 225-756-0686 | 225-756-0990 |
| 2825 | HANCHEY | DANA | LA242 | 4520 S SHERWOOD FOREST STE 104 | Baton Rouge | Louisiana | 70816-6400 | 225-296-5901 | 225-296-5903 |
| 3162 | MCDANIEL | LOREN | LA242 | 8733 SIEGEN LN | Baton Rouge | Louisiana | 70810 | 225-757-9700 | 225-757-9708 |
| 3236 | BLACK | MARY | LA242 | 2561 CITIPLACE CT STE 750 | Baton Rouge | Louisiana | 70808 | 225-927-6245 | 225-927-1600 |
| 3367 | OBLISUNDAR | MOHAN | LA242 | 7516 BLUEBONNET BLVD | Baton Rouge | Louisiana | 70810 | 225-766-3170 | 225-766-3194 |
| 3758 | ALVAREZ | JAIRO | LA242 | 17732 HIGHLAND ROAD STE G | Baton Rouge | Louisiana | 70810-3813 | 225-751-7990 | 225-751-7993 |
| 5036 | CAMPBELL | ROSALIND | LA242 | 9618 JEFFERSON HWY | Baton Rouge | Louisiana | 70809 | 225-293-4080 | 225-293-1803 |
| 5611 | SCHUTTE | CHARLES | LA242 | 721 GOVERNMENT ST STE 103 | Baton Rouge | Louisiana | 70802 | 225-215-2030 | 225-215-2031 |
| 5250 | HARVEY | PATRICIA | TX168 | 2008 AIRLINE DR STE 300 | Bossier City | Louisiana | 71111 | 318-742-5877 | 318-742-5872 |
| 5648 | SEALS | ERIC | LA243 | 70380 HWY 21 STE 2 | COVINGTON | Louisiana | 70433 | 985-875-0900 | 985-875-9999 |
| 4485 | ALLBRITTON | TOD | LA243 | 1113 RANGE AVE STE 110 | DENHAM SPRINGS | Louisiana | 70726 | 225-791-0077 | 225-791-0650 |
| 4436 | ARNONE | RAYMOND | LA243 | 1905 W THOMAS ST STE D | Hammond | Louisiana | 70401 | 985-902-1711 | 985-902-1774 |
| 4974 | MONDY | FRED | LA243 | 1831 MANHATTAN BLVD STE F | Harvey | Louisiana | 70058 | 504-361-4877 | 504-361-4884 |
| 4814 | BARLETTA JR | WILLIAM | LA243 | 1750 MARTIN LUTHER KING BLVD STE 109 | HOUMA | Louisiana | 70360 | 985-868-4100 | 985-868-6245 |
| 1729 | BODIN | EDWARD | LA242 | 4400 AMBASSADOR CAFFERY STE A | Lafayette | Louisiana | 70508-6706 | 337-988-2820 | 337-988-2822 |
| 1994 | LANDRY | DANNY | LA242 | 2851 JOHNSTON ST | Lafayette | Louisiana | 70503-3243 | 337-232-2442 | 337-232-2718 |
| 2316 | BERTRAND | WILLIAM | LA242 | 139 JAMES COMEAUX RD STE B | LAFAYETTE | Louisiana | 70508-3255 | 337-233-2139 | 337-233-3256 |
| 5128 | BURNTHORN | DAVID | LA242 | 630 W PRIEN LAKE RD STE B | LAKE CHARLES | Louisiana | 70601 | 337-478-0691 | 337-478-8495 |
| 3242 | ARNONE | RAYMOND | LA243 | 140 BELLE TERRE BLVD STE D | Laplace | Louisiana | 70068 | 985-652-7447 | 985-651-1774 |
| 2446 | HAMILTON III | JOHN | LA243 | 3433 HWY 190 | Mandeville | Louisiana | 70471-3101 | 985-674-0310 | 985-674-2977 |
| 486 | BERRY | STEPHEN | LA243 | 5000 WEST ESPLANADE STE A | Metairie | Louisiana | 70006 | 504-454-5007 | 504-888-9517 |
| 4983 | MONDY | MARILYN | LA243 | 8814 VETERANS MEMORIAL BLVD STE 3 | Metairie | Louisiana | 70003 | 504-305-4450 | 504-305-4453 |
| 5142 | HOFFMANN SR | DONALD | LA243 | 2117 VETERANS MEMORIAL BLVD | Metairie | Louisiana | 70002 | 504-833-7481 | 504-831-3293 |
| 5951 | BIRKHOFF | JAMES | LA243 | 2701 AIRLINE DR STE K | Metairie | Louisiana | 70001 | 504-520-8940 | 504-520-8941 |
| 6230 | Little | Tommie | TX168 | 1800 FORSYTHE AVE STE 2 | MONROE | Louisiana | 71201 | 318-600-4728 | 318-600-4734 |
| 6541 | Voisin | Ernie | LA243 | 1609 Hwy 90 STE E | MORGAN CITY | Louisiana | 70380 | 985-395-4250 | 985-395-4251 |
| 5789 | LEWIS | EVELYN | LA243 | 925 S. LEWIS ST | New Iberia | Louisiana | 70560 | 337-560-0709 | 337-560-0711 |
| 4134 | NEECE | LORIE | LA243 | 6221 S CLAIBORNE AVE | NEW ORLEANS | Louisiana | 70125 | 504-866-8664 | 504-866-0570 |
| 4539 | BRAINIS | BENJAMIN | LA243 | 201 SAINT CHARLES AVE STE 114 | NEW ORLEANS | Louisiana | 70170 | 504-523-2494 | 504-523-2406 |
| 5891 | SPEARS | IKE | LA243 | 1631 ELYSIAN FIELDS AVE | New Orleans | Louisiana | 70117 | 504-940-6464 | 504-940-6642 |
| 6122 | MONDY | FRED | LA243 | 123 BARONNE ST | NEW ORLEANS | Louisiana | 70112 | 504-335-3114 | 504-335-3109 |
| 6216 | JOHNSON | ROBERT | LA243 | 900 CONVENTION CENTER BLVD | NEW ORLEANS | Louisiana | 70130 | 504-670-8941 | 504-670-8887 |

| Center | Owner Last Name | Owner First Name | Area | Address | City | State | Zip | Phone | Fax |
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| 6363 | Ferdinand | Darrel | LA243 | 9511 Chef Menteur HWY STE 109 | NEW ORLEANS | Louisiana | 70127 | 504-301-1416 | 504-301-4810 |
| 5467 | DODSON | BARRY | LA243 | 37459 ULTIMA PLAZA BLVD STE B | PRAIRIEVILLE | Louisiana | 70769 | 225-744-8771 | 225-673-3473 |
| 5609 | FEWELL | JUDY | AL245 | 929 N TRENTON ST | Ruston | Louisiana | 71270 | 318-255-9877 | 318-255-9896 |
| 3432 | PORTOCARRE RO | GEORGE | TX168 | 1651 E 70TH ST | SHREVEPORT | Louisiana | 71105-4651 | 318-798-8180 | 318-798-8182 |
| 5650 | FRIEDLEY | DEBRA | TX168 | 1214 SHREVEPORT BARKSDALE HWY | Shreveport | Louisiana | 71105-2046 | 318-861-6014 | 318-861-6229 |
| 5764 | FRIEDLEY | PRESTON | TX168 | 4830 LINE AVE | Shreveport | Louisiana | 71106 | 318-219-2174 | 318-219-2176 |
| 5896 | CARTER | WILLIAM | TX168 | 6205 WESTPORT AVE STE 600 | SHREVEPORT | Louisiana | 71129-2335 | 318-686-4074 | 318-686-4389 |
| 6521 | Fouts | William | TX168 | 2535 BERT KOUNS INDUSTRIAL LOOP STE 203 | SHREVEPORT | Louisiana | 71118 | 318-687-5055 | 318-687-5855 |
| 3243 | WADGE | GARY | LA243 | 857 BROWNSWITCH RD | Slidell | Louisiana | 70458 | 985-781-1623 | 985-781-3033 |
| 6560 | McKinney | Marie | LA243 | 1527 Gause Blvd | Slidell | Louisiana | 70458 | 985-649-6560 | 985-641-3932 |
| 6038 | GUY | JASON | LA243 | 28977 WALKER RD S STE E | WALKER | Louisiana | 70785 | 225-271-8105 | 225-271-8064 |
| 5068 | Wright | Glenn | TX168 | 3103 CYPRESS ST STE 3 | West Monroe | Louisiana | 71291 | 318-324-5445 | 318-324-5447 |
| 4888 | HANCHEY | DANA | LA242 | 5635 MAIN ST STE A | ZACHARY | Louisiana | 70791 | 225-654-9991 | 225-654-9903 |
| 5289 | MILLIKEN | WILLIAM | MA137 | 60 WESTERN AVE STE 3 | AUGUSTA | Maine | 04330 | 207-624-0358 | 207-624-0360 |
| 3296 | MARSTON | RICHARD | MA137 | 499 BROADWAY | BANGOR | Maine | 04401-3460 | 207-947-9999 | 207-947-7733 |
| 3338 | MILLIKEN | WILLIAM | MA137 | 135 MAINE ST STE A | BRUNSWICK | Maine | 04011-2013 | 207-729-9891 | 207-729-3219 |
| 3340 | DICKENS | BRENDA | MA137 | 216 HIGH ST | ELLSWORTH | Maine | 04605-1742 | 207-667-7601 | 207-667-3617 |
| 757 | JONES | WILLIAM | MA137 | 190 US RTE 1 FALMOUTH STATION | FALMOUTH | Maine | 04105-1313 | 207-781-4866 | 207-781-2719 |
| 279 | RANCOURT | MICHAEL | MA137 | 110 MARGINAL WAY | PORTLAND | Maine | 04101 | 207-761-0173 | 207-761-2406 |
| 4139 | ABBOTT | SHARON | MA137 | 91 AUBURN ST | PORTLAND | Maine | 04103 | 207-878-3393 | 207-797-0444 |
| 2040 | DEAL | VAUGHN | MA137 | 235 CAMDEN ST #32 | Rockland | Maine | 04841-2563 | 207-594-4200 | 207-594-1933 |
| 591 | SAWYER | RICHARD | MA137 | 4 SCAMMAN ST STE 19 | Saco | Maine | 04072-5122 | 207-282-1011 | 207-282-1448 |
| 3781 | ABBOTT | SHARON | MA137 | 201 US RT 1 | Scarborough | Maine | 04074 | 207-883-9087 | 207-883-9071 |
| 475 | QUINN JR | PATRICK | MA137 | 405 WESTERN AVE PO BOX 9421 | South Portland | Maine | 04116-9421 | 207-871-9355 | 207-871-0186 |
| 3352 | WORROLL | HEATHER | MA137 | 50 MARKET ST | South Portland | Maine | 04106-3647 | 207-767-1826 | 207-767-4379 |
| 5559 | MILLIKEN | WILLIAM | MA137 | 8 WATERVILLE COMMONS DR | WATERVILLE | Maine | 04901-4900 | 207-877-7867 | 207-877-7329 |
| 3347 | MARCEAU | GARY | MA137 | 11 MAIN ST STE 7 | WESTBROOK | Maine | 04092-4737 | 207-856-7011 | 207-856-7036 |
| 629 | HARTWELL | KARL | MA137 | 824 ROOSEVELT TR | WINDHAM | Maine | 04062-5370 | 207-892-6024 | 207-892-6127 |
| 1088 | PERRETTI | DEREK | MA137 | 647 US ROUTE 1 #14 MEADOWBROOK PLAZA | YORK | Maine | 03909-3000 | 207-363-5044 | 207-363-5413 |
| 2783 | LEE | JONG | MD149 | 626 ADMIRAL DR STE C | Annapolis | Maryland | 21401-8717 | 410-224-6245 | 410-224-8385 |
| 4439 | GURRALA | SRUTHI | MD201 | 1783 FOREST DR | Annapolis | Maryland | 21401 | 410-216-9810 | 410-216-9812 |
| 1032 | JOHNSON | DANIEL | MD149 | 1290 BAY DALE DR | Arnold | Maryland | 21012-2325 | 410-757-6563 | 410-757-1953 |
| 441 | RO | JAE | MD149 | 6400 BALTIMORE NATIONAL PIKE STE 170A | BALTIMORE | Maryland | 21228-3915 | 410-744-9406 | 410-744-9409 |
| 1162 | YANG | EUN | MD201 | 211 EAST LOMBARD ST | BALTIMORE | Maryland | 21202-6102 | 410-659-9360 | 410-659-6864 |
| 5373 | CHAMBERS | HOWARD | MD201 | 841 E FORT AVE | BALTIMORE | Maryland | 21230 | 410-625-0060 | 410-625-0059 |
| 6175 | CHO | SANG | MD201 | 401 W PRATT ST | BALTIMORE | Maryland | 21201 | 443-220-0280 | 443-220-0281 |
| 6266 | PHILLIPS | MICHAEL | MD201 | 700 ALICEANNA STREET | BALTIMORE | Maryland | 21202 | 410-895-1806 | 410-895-1997 |
| 6382 | PHILLIPS | MICHAEL | MD201 | 110 S Eutaw St. | BALTIMORE | Maryland | 21201 | 443-957-2256 | 443-957-2257 |
| 6526 | Hughes | Joseph | MD201 | 3717 Boston ST | BALTIMORE | Maryland | 21224 | 443-873-6780 | 443-873-6736 |
| 5227 | SALAMONE | CATHERINE | MD201 | 1200 AGORA DR STE C | Bel Air | Maryland | 21014-6849 | 410-838-9299 | 410-838-8076 |
| 6624 | SALAMONE | CATHERINE | MD201 | 2206 OLD EMMORTON RD STE 100 | Bel Air | Maryland | 21015-6106 | 410-569-7894 | 410-569-7896 |
| 6167 | Cohen | William | MD201 | 1339 BELCAMP RD RTE 7 | Belcamp | Maryland | 21017 | 410-272-7008 | 410-272-7001 |
| 5019 | NWOJI | EZE | MD201 | 10482 BALTIMORE AVE | Beltsville | Maryland | 20705-2321 | 301-595-4080 | 301-595-4087 |
| 100 | KIM | JEONG | MD108 | 4938 HAMPDEN LN | Bethesda | Maryland | 20814 | 301-951-9599 | 301-951-9106 |
| 5455 | McDONNELL | IRAN | MD108 | 10319 WESTLAKE DR | BETHESDA | Maryland | 20817 | 301-469-8111 | 301-469-8115 |
| 6395 | CHUNG | JAE KYUNG | MD108 | 5237 River Road | BETHESDA | Maryland | 20816 | 301-656-7300 | 301-656-7302 |

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| 2888 | KIM | JOHN | MD201 | 3540 CRAIN HWY | Bowie | Maryland | 20716-1303 | 301-352-8095 | 301-352-8190 |
| 5571 | Hector | Keron | MD201 | 15480 ANNAPOLIS RD STE 202 | BOWIE | Maryland | 20715 | 301-809-1146 | 301-809-1148 |
| 6474 | Griffin | Rhonda | MD201 | 15912-B Crain HWY | BRANDYWINE | Maryland | 20613 | 301-782-7720 | 301-782-7724 |
| 6198 | Hector | Keron | MD201 | 600-B ABRUZZI DR | CHESTER | Maryland | 21619 | 410-604-2380 | 410-604-2382 |
| 1198 | FLEETWOOD | RICHARD | MD201 | 861 WASHINGTON AVE | Chestertown | Maryland | 21620 | 410-778-9446 | 410-778-9448 |
| 5730 | BAJRACHARYA | PADMA | MD108 | 23219 STRINGTOWN RD | CLARKSBURG | Maryland | 20871 | 301-540-9470 | 301-540-9471 |
| 3378 | AHN | JUSTIN | MD149 | 6030 DAYBREAK CIR STE A150 | Clarksville | Maryland | 21029-1642 | 410-531-9861 | 410-531-9863 |
| 4408 | CHINEME | KINGSLEY | MD201 | 6368 COVENTRY WAY | Clinton | Maryland | 20735 | 240-318-0122 | 240-318-0124 |
| 542 | PATEL | DIVYESH | MD201 | 76 CRANBROOK ROAD | Cockeysville | Maryland | 21030-3404 | 410-683-1303 | 410-683-1319 |
| 209 | NAM | STEPHANO | MD149 | 5305 VILLAGE CENTER DR STE 101B | COLUMBIA | Maryland | 21044-2302 | 410-964-9001 | 410-740-2335 |
| 275 | Hong | Woo | MD149 | 8630-M GUILFORD RD | Columbia | Maryland | 21046-2654 | 410-290-6900 | 410-290-6914 |
| 2249 | Kim | Kelvin | MD149 | 8775 CENTRE PARK DR STE M | COLUMBIA | Maryland | 21045 | 410-997-9565 | 410-997-9571 |
| 5162 | Steward | Tracey | MD201 | 725 PARK ST | CUMBERLAND | Maryland | 21502 | 301-724-4200 | 301-724-4029 |
| 5405 | GUIDIDAS | ELIZABETH | MD201 | 10816 TOWN CENTER BLVD | Dunkirk | Maryland | 20754-3008 | 410-286-3940 | 410-286-3941 |
| 5050 | KRONQUIST | PAMELA | MD149 | 163 MITCHELLS CHANCE RD | Edgewater | Maryland | 21037-2773 | 410-956-1282 | 410-956-1287 |
| 5343 | KANG | JAE | MD201 | 1213 LIBERTY RD J | Eldersburg | Maryland | 21784 | 410-781-4181 | 410-781-4183 |
| 3301 | WARNER | ROBERT | MD149 | 6030 MARSHALEE DR STE M | Elkridge | Maryland | 21075-5935 | 410-796-3958 | 410-796-3988 |
| 697 | RUDRANGI | KAVITA | MD149 | 8480 BALTIMORE NATIONAL PIKE | ELLICOTT CITY | Maryland | 21043-3369 | 410-461-8523 | 410-461-8560 |
| 6527 | GURRALA | SRUTHI | MD149 | 11101 RESORT RD | ELLICOTT CITY | Maryland | 21042-2066 | 410-461-9300 | 410-988-3138 |
| 1284 | PARK | TIFFANY | MD201 | 938 E SWAN CREEK RD | Fort Washington | Maryland | 20744 | 301-203-9120 | 301-203-9122 |
| 5681 | PRICE | HARRY | MD108 | 5257 BUCKEYSTOWN PIKE | FREDERICK | Maryland | 21704 | 301-620-8825 | 301-620-8821 |
| 6241 | PRICE | HARRY | MD201 | 7820B WORMANS MILL RD | Frederick | Maryland | 21701 | 301-620-8825 | 301-620-4098 |
| 4234 | KWON | SUNGHAE | MD108 | 20203 GOSHEN RD | Gaithersburg | Maryland | 20879 | 301-990-7667 | 301-990-0811 |
| 4331 | AINLOO | FARAHNAZ | MD108 | 554 N FREDERICK AVE | Gaithersburg | Maryland | 20877 | 301-519-8550 | 301-519-8522 |
| 4427 | SHIN | SEONG | MD108 | 12154 DARNESTOWN RD | Gaithersburg | Maryland | 20878 | 301-869-9066 | 301-869-5818 |
| 6250 | LEACH | JOANNE | MD149 | 1123 MD RTE 3 NORTH | Gambrills | Maryland | 21054 | 443-292-4797 | 443-292-4793 |
| 1193 | EMERUWA | NDUKWE | MD108 | 13017 WISTERIA DR | Germantown | Maryland | 20874-2621 | 301-540-3311 | 301-353-1544 |
| 1034 | Kim | Jackline | MD149 | 6710 F RITCHIE HWY STE F | Glen Burnie | Maryland | 21061-2319 | 410-761-8933 | 410-761-8939 |
| 6246 | SNOOK | TODD | MD201 | 19813 LEITERSBURG PK | HAGERSTOWN | Maryland | 21742 | 240-420-0999 | 240-420-6790 |
| 2190 | MICHAELS | THOMAS | MD149 | 2657 ANNAPOLIS RD | HANOVER | Maryland | 21076 | 410-551-8700 | 410-551-8701 |
| 5006 | Singh | Harjit | MD201 | 34 SHINING WILLOW WAY | LA PLATA | Maryland | 20646 | 301-934-0630 | 301-934-1913 |
| 4431 | CHO | SANG | MD201 | 9900-E GREENBELT RD | LANHAM | Maryland | 20706-2255 | 240-770-4367 | 240-582-6490 |
| 6293 | Loomis | Robert | MD201 | 9103 Woodmore Centre DR | LANHAM | Maryland | 20706 | 301-583-1360 | 301-583-1362 |
| 618 | SHIN | SEONG | MD201 | 14625 BALTIMORE AVE | LAUREL | Maryland | 20707-4902 | 301-604-3199 | 301-604-3204 |
| 567 | KEYSER | PETER | MD201 | 1810 YORK RD STE J | Lutherville | Maryland | 21093-5165 | 410-560-4900 | 410-560-4907 |
| 972 | VYKOL | LAURA | MD149 | 672 OLD MILL RD | MILLERSVILLE | Maryland | 21108-1363 | 410-987-3566 | 410-987-2036 |
| 1744 | BEATTY | CURTIS | MD201 | 12138 CENTRAL AVE STE 777 | Mitchellville | Maryland | 20721-1932 | 301-249-0045 | 301-249-2404 |
| 5907 | NOEL | CATHERINE | MD201 | 327 E RIDGEVILLE RD | MOUNT AIRY | Maryland | 21771 | 301-829-5470 | 301-829-5474 |
| 5728 | SHARMA | ARUNA | MD108 | 5268-G NICHOLSON LN | N Bethesda | Maryland | 20852 | 301-468-4914 | 301-468-4916 |
| 6075 | Loomis | Robert | MD201 | 145 FLEET ST | NATIONAL HARBOR | Maryland | 20745 | 301-749-2094 | 301-749-2096 |
| 4613 | LEE | HYUN | MD201 | 12417 OCEAN GATEWAY #B11 | Ocean City | Maryland | 21842 | 410-213-8880 | 410-213-8881 |
| 3595 | MICHAELS | THOMAS | MD149 | 1121 ANNAPOLIS RD | Odenton | Maryland | 21113-1633 | 410-674-2800 | 410-672-3293 |
| 4232 | LIM | JAMES | MD108 | 3470 OLNEY - LAYTONSVILLE RD | OLNEY | Maryland | 20832 | 301-260-9156 | 301-260-9157 |
| 1881 | KONG | MI | MD149 | 4157 MOUNTAIN RD | Pasadena | Maryland | 21122 | 410-437-9286 | 410-437-9349 |
| 5163 | BHATIA | BEENISH | MD201 | 5004 HONEYGO CENTER DR STE 102 | Perry Hall | Maryland | 21128 | 410-256-6320 | 410-256-6321 |
| 601 | LIM | JAMES | MD149 | 1498-M REISTERSTOWN RD | PIKESVILLE | Maryland | 21208-3842 | 410-486-0030 | 410-486-7998 |

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| 1928 | CHUNG | JAE KYUNG | MD108 | 9812 FALLS RD #114 | Potomac | Maryland | 20854-3963 | 301-983-3200 | 301-983-3440 |
| 6625 | GUIDIDAS | ELIZABETH | MD201 | 136 W DARES BEACH RD | Prince Frederick | Maryland | 20678-3120 | 410-535-5292 | 410-535-5294 |
| 117 | SOGUNRO | ABIMBOLA | MD108 | 451 N HUNGERFORD DR STE 119 | ROCKVILLE | Maryland | 20850 | 301-294-8593 | 301-294-8584 |
| 4457 | Choi | Young | MD108 | 9710 TRAVILLE GATEWAY DR | ROCKVILLE | Maryland | 20850 | 301-545-6180 | 301-545-6181 |
| 1791 | catlin | Milton | MD201 | 1147 S SALISBURY BLVD STE 8 | SALISBURY | Maryland | 21801-6865 | 410-749-5070 | 410-749-5071 |
| 871 | Gill | Howaida | MD149 | 550 RITCHIE HWY STE M | Severna Park | Maryland | 21146-2925 | 410-544-9096 | 410-544-9099 |
| 5347 | KHAN | RIZWAN | MD108 | 10125 COLESVILLE RD | SILVER SPRING | Maryland | 20901 | 301-754-0001 | 301-754-0003 |
| 5409 | KOMAL | HARPREET | MD108 | 13842-A OUTLET DR BRIGGS CHANEY PLAZA | SILVER SPRING | Maryland | 20904 | 301-890-0111 | 301-890-2124 |
| 6378 | KHAN | RIZWAN | MD108 | 8705 Colesville RD STE B | SILVER SPRING | Maryland | 20910 | 301-328-0315 | 301-328-7524 |
| 3326 | KEYSER | PETER | MD201 | 722 DULANEY VALLEY ROAD | Towson | Maryland | 21204-5109 | 410-821-0804 | 410-821-0811 |
| 988 | WITTHAR | JAMES | MD201 | 1282 SMALLWOOD DR W | Waldorf | Maryland | 20603-4732 | 301-645-5966 | 301-645-1426 |
| 4641 | NOEL | CATHERINE | MD201 | 9 WESTMINSTER SHOPPING CENTER | WESTMINSTER | Maryland | 21157 | 410-871-9750 | 410-871-9755 |
| 478 | KHAN | RIZWAN | MD108 | 11006 VEIRSMILL RD STE L-15 | WHEATON | Maryland | 20902 | 301-942-6245 | 301-942-2083 |
| 286 | Edmonds | Ian | MA137 | 100 POWDERMILL RD | ACTON | Massachusetts | 01720-5932 | 978-897-4800 | 978-897-4804 |
| 472 | FELDMAN | DANIEL | MA137 | 6 UNIVERSITY DR STE 206 | Amherst | Massachusetts | 01002-3820 | 413-549-1070 | 413-549-6401 |
| 2646 | Weiner | Arnold | MA137 | 9 BARTLET ST | ANDOVER | Massachusetts | 01810-3655 | 978-470-2001 | 978-470-1960 |
| 5512 | CHOA | SIU | MA137 | 1337 MASSACHUSETTS AVE | Arlington | Massachusetts | 02476-4101 | 339-707-6070 | 339-707-6071 |
| 4716 | SALISBURY | JAMES | MA137 | 482 SOUTHBRIDGE ST | Auburn | Massachusetts | 01501-2468 | 508-721-9600 | 508-721-9603 |
| 5724 | Pirner | Jeffrey | MA137 | 101 GREAT ROAD | BEDFORD | Massachusetts | 01730-2715 | 781-271-0107 | 781-271-0109 |
| 2495 | MATHEW | JASON | MA137 | 464 COMMON ST | BELMONT | Massachusetts | 02478-2704 | 617-484-9300 | 617-484-9301 |
| 1101 | Malik | Vikrant | MA137 | 39 DODGE ST | BEVERLY | Massachusetts | 01915-1705 | 978-921-1020 | 978-921-1790 |
| 348 | ZUROMSKIS | J | MA137 | 292 Newbury St | BOSTON | Massachusetts | 02115-2839 | 617-437-9303 | 617-437-9655 |
| 945 | ZUROMSKIS | J | MA137 | 198 TREMONT ST | BOSTON | Massachusetts | 02116-4705 | 617-426-3039 | 617-426-2974 |
| 983 | ZUROMSKIS | J | MA137 | 1085 COMMONWEALTH AVE | Boston | Massachusetts | 02215-1002 | 617-254-7173 | 617-254-8088 |
| 1321 | ZUROMSKIS | J | MA137 | 398 COLUMBUS AVE | BOSTON | Massachusetts | 02116-6008 | 617-859-7780 | 617-424-9293 |
| 2573 | HOUNAIN | ABDELFETTAH | MA137 | 423 BROOKLINE AVE | Boston | Massachusetts | 02215-5410 | 617-738-4461 | 617-738-4960 |
| 4972 | LIEBERMAN | PAUL | MA137 | 71 COMMERCIAL ST | BOSTON | Massachusetts | 02109-1320 | 617-670-1121 | 617-670-1422 |
| 5414 | ZUROMSKIS | J | MA137 | 263 HUNTINGTON AVE | BOSTON | Massachusetts | 02115-4506 | 617-437-8818 | 617-437-8812 |
| 5768 | ZUROMSKIS | J | MA137 | 139 CHARLES ST | BOSTON | Massachusetts | 02114-3282 | 617-573-0005 | 617-573-0052 |
| 6141 | RAUSEO | MICHAEL | MA137 | 82 BROAD ST | Boston | Massachusetts | 02110-3522 | 617-295-0005 | 617-295-0007 |
| 4792 | LABONVILLE | KEVIN | MA137 | 288 GROVE ST | Braintree | Massachusetts | 02184 | 781-356-8771 | 781-356-8772 |
| 1408 | GALANG | DOMINICK | MA137 | 2193 COMMONWEALTH AVE | BRIGHTON | Massachusetts | 02135-3853 | 617-254-3232 | 617-254-3535 |
| 5044 | GALANG | DOMINICK | MA137 | 288 WASHINGTON ST | BROOKLINE | Massachusetts | 02445-6850 | 617-734-7225 | 617-734-7209 |
| 6397 | Le | Hanh | MA137 | 258 Harvard ST | BROOKLINE | Massachusetts | 02446-2904 | 617-730-8300 | 617-730-8449 |
| 2287 | SAR | SOVANNO | MA137 | 101 MIDDLESEX TPKE | BURLINGTON | Massachusetts | 01803-4914 | 781-270-6660 | 781-270-5208 |
| 681 | SPAGNOLA | JOSEPH | MA137 | 955 MASSACHUSETTS AVE | CAMBRIDGE | Massachusetts | 02139-3233 | 617-868-5055 | 617-868-8209 |
| 1520 | BHATTI | SAJID | MA137 | 1770 MASS AVE | Cambridge | Massachusetts | 02140-2808 | 617-661-7171 | 617-661-5353 |
| 5346 | SILBERT | STUART | MA137 | 95 WASHINGTON ST STE 425 | CANTON | Massachusetts | 02021-4006 | 781-821-8830 | 781-821-8831 |
| 3358 | TURTURICI | RONALD | MA137 | 119 DRUM HILL RD | Chelmsford | Massachusetts | 01824-1505 | 978-454-4700 | 978-454-8844 |

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| 2794 | YEUNG | SAU | MA137 | 675 VFW PKWY | CHESTNUT HILL | Massachusetts | 02467-3656 | 617-325-1090 | 617-325-0303 |
| 1144 | MARTIN | JOSEPH | MA137 | 1981 MEMORIAL DR | CHICOPEE | Massachusetts | 01020-4322 | 413-539-9112 | 413-538-5144 |
| 4523 | POWELL | GARY | MA137 | 759 CHIEF JUSTICE CUSHING HWY | COHASSET | Massachusetts | 02025-2115 | 781-383-1711 | 781-383-8590 |
| 717 | MARSH | CARLA | MA137 | 60 THOREAU ST | CONCORD | Massachusetts | 01742-9116 | 978-369-5570 | 978-369-8796 |
| 6211 | PATEL | KOMAL | MA137 | 1734 LAKEVIEW AVE STE 12 | Dracut | Massachusetts | 01826 | 978-677-6226 | 978-957-8265 |
| 696 | Patel | Minesh | MA137 | 2 NEPTUNE RD | East Boston | Massachusetts | 02128-1457 | 617-568-9215 | 617-567-0777 |
| 5232 | MAYO | SARAH | MA137 | 775 E FALMOUTH HWY (RT 28) | East Falmouth | Massachusetts | 02536-6191 | 508-540-5100 | 508-540-5102 |
| 3978 | CORNS | MARGARET | MA137 | 1421 ORLEANS RD UNIT A | East Harwich | Massachusetts | 02645-2149 | 508-432-3901 | 508-432-0826 |
| 964 | CRASNICK | LAWRENCE | MA137 | 444 A N MAIN ST | East Longmeadow | Massachusetts | 01028-1812 | 413-525-5959 | 413-525-9352 |
| 3661 | LYNCH | EVE | MA137 | 27 NORWOOD ST | Everett | Massachusetts | 02149-2709 | 617-389-4357 | 617-389-6342 |
| 1443 | MANAHAN | CATHY | MA137 | 16 SCONTICUT NECK RD | Fairhaven | Massachusetts | 02719 | 508-994-0505 | 508-994-0910 |
| 1705 | Dutile | Jeffrey | MA137 | 1257 WORCESTER RD | Framingham | Massachusetts | 01701-5217 | 508-875-8000 | 508-820-0818 |
| 738 | WEBER | KEN | MA137 | 430 FRANKLIN VILLAGE DR | FRANKLIN | Massachusetts | 02038-4007 | 508-520-3766 | 508-528-7101 |
| 796 | FELDMAN | DANIEL | MA137 | 21 MOHAWK TRL | Greenfield | Massachusetts | 01301-3252 | 413-772-2523 | 413-774-3056 |
| 1590 | SALISBURY | JAMES | MA137 | 800 MAIN ST | Holden | Massachusetts | 01520-1838 | 508-829-0566 | 508-829-6313 |
| 5001 | MCCLOY | CHRISTOPHER | MA137 | 10 TECHNOLOGY DR STE 40 | Hudson | Massachusetts | 01749-2791 | 978-568-1786 | 978-568-1788 |
| 4498 | MARTEL | EDWARD | MA137 | 1070 IYANNOUGH RD | HYANNIS | Massachusetts | 02601-1871 | 508-775-5777 | 508-775-1996 |
| 2631 | EGAN | ROGER | MA137 | 182 SUMMER ST STE 6 | KINGSTON | Massachusetts | 02364-1280 | 781-585-0602 | 781-585-0604 |
| 1856 | PATEL | KETAN | MA137 | 405 WALTHAM ST | Lexington | Massachusetts | 02421 | 781-861-7770 | 781-861-3912 |
| 3833 | MOULTON | JAMES | MA137 | 785 WILLIAMS ST | Longmeadow | Massachusetts | 01106-2063 | 413-565-9800 | 413-565-9802 |
| 630 | CAMPBELL | RICHARD | MA137 | 3 BESSOM ST | Marblehead | Massachusetts | 01945-2328 | 781-631-1669 | 781-631-6550 |
| 2651 | MEISSER | ROBERT | MA137 | 197 BOSTON POST RD W STE M | Marlborough | Massachusetts | 01752-1840 | 508-460-1311 | 508-460-7080 |
| 2949 | MAYO | SARAH | MA137 | 22 BATES RD MASHPEE COMMONS | Mashpee | Massachusetts | 02649-3267 | 508-477-9797 | 508-477-8833 |
| 448 | Kaur | Ranbir | MA137 | 43 RIVERSIDE AVE | MEDFORD | Massachusetts | 02155 | 781-396-2550 | 781-396-2545 |
| 4788 | CRAIG | GALEN | MA137 | 190 HAVERHILL ST | Methuen | Massachusetts | 01844-3462 | 978-687-7330 | 978-687-7337 |
| 6264 | WEBER | KEN | MA137 | 196 E MAIN ST | MILFORD | Massachusetts | 01757 | 508-473-6264 | 508-473-6266 |
| 4926 | CRAIG | JOHN | MA137 | 20 ROCHE BROTHERS WAY UNIT 6 | N Easton | Massachusetts | 02356-1018 | 508-230-8825 | 508-230-8845 |
| 5207 | BOYLAN | MICHAEL | MA137 | 2 WINDY WAY | NANTUCKET | Massachusetts | 02554 | 508-325-8884 | 508-325-5755 |
| 3666 | Kingsbury | Sarah | MA137 | 841 WORCESTER Street | Natick | Massachusetts | 01760-2016 | 508-653-1400 | 508-653-2359 |
| 2897 | MORAN | JOHN | MA137 | 946 GREAT PLAIN AVE | Needham | Massachusetts | 02492-3030 | 781-433-2679 | 781-444-5110 |
| 6569 | Le | Hanh | MA137 | 831 Beacon Street | Newton Center | Massachusetts | 02459 | 617-244-0908 | 617-244-0204 |
| 4751 | CHANG | JOHN | MA137 | 1005 BOYLSTON ST | Newton Highlands | Massachusetts | 02461-1318 | 617-527-8008 | 617-527-8008 |
| 1522 | WOLF | THOMAS | MA137 | 321 WALNUT ST | Newtonville | Massachusetts | 02460-1927 | 617-527-3122 | 617-527-9866 |
| 494 | BAUMART | MICHAEL | MA137 | 733 TURNPIKE ST | North Andover | Massachusetts | 01845-6157 | 978-689-4620 | 978-794-0342 |
| 3645 | PETERSEN | JOANNE | MA137 | 11 ROBERT TONER BLVD STE 5 | North Attleboro | Massachusetts | 02763 | 508-643-7333 | 508-643-7337 |
| 1341 | PATEL | KETAN | MA137 | 151-153 MAIN ST | North Reading | Massachusetts | 01864 | 978-664-4815 | 978-664-3851 |
| 325 | GEORGE | DEBORAH | MA137 | 351 PLEASANT ST | Northampton | Massachusetts | 01060-3900 | 413-584-7490 | 413-586-1890 |
| 3949 | SHAUGHNESSY | PAUL | MA137 | 300 ANDOVER ST | PEABODY | Massachusetts | 01960-1533 | 978-977-4623 | 978-977-0402 |
| 4479 | DEBASTOS | DAVID | MA137 | 125 CHURCH ST UNIT 90 | PEMBROKE | Massachusetts | 02359-1929 | 781-826-2120 | 781-826-6448 |
| 655 | GEORGE JR | RICHARD | MA137 | 180 ELM ST STE I | Pittsfield | Massachusetts | 01201-6552 | 413-448-2568 | 413-448-2563 |
| 6006 | GEORGE JR | RICHARD | MA137 | 800 DALTON AVE | PITTSFIELD | Massachusetts | 01201 | 413-499-7447 | 413-443-7447 |
| 4762 | MARTEL | EDWARD | MA137 | 31 HOME DEPOT DR | PLYMOUTH | Massachusetts | 02360-2668 | 508-746-2772 | 508-746-0623 |

| Center | Owner Last Name | Owner First Name | Area | Address | City | State | Zip | Phone | Fax |
|--------|-----------------|------------------|-------|-----------------------------------|---------------------|---------------|------------|--------------|--------------|
| 981 | DEBASTOS | DAVID | MA137 | 319 CENTRE AVE | Rockland | Massachusetts | 02370-2613 | 781-871-6071 | 781-871-6025 |
| 5260 | CUTTER | GAYLE | MA137 | 174 NEWBURYPORT TPKE | Rowley | Massachusetts | 01969 | 978-948-8588 | 978-948-8589 |
| 709 | HWANG | HYO | MA137 | 203 WASHINGTON ST | SALEM | Massachusetts | 01970-5010 | 978-745-9191 | 978-741-8509 |
| 6460 | Rahman | Howlader | MA137 | 100 BOSTON TURNPIKE STE J9B | SHREWSBURY | Massachusetts | 01545 | 508-754-4877 | 508-754-4878 |
| 2668 | Kaur | Ranbir | MA137 | 411A HIGHLAND AVE | SOMERVILLE | Massachusetts | 02144 | 617-776-4949 | 617-776-4747 |
| 4978 | GROUT | DONALD | MA137 | 519 SOMERVILLE AVE | SOMERVILLE | Massachusetts | 02143-3238 | 617-591-0199 | 617-591-0299 |
| 6017 | WHITE | JAMES | MA137 | 679 WASHINGTON ST STE 8 | South Attleboro | Massachusetts | 02703 | 508-761-4877 | 508-761-8877 |
| 4715 | DIFRUSCIA | GERARD | MA137 | 200 F MAIN ST | Stoneham | Massachusetts | 02180-1619 | 781-279-7070 | 781-279-8585 |
| 3871 | CHOA | SIU | MA137 | 365 BOSTON POST RD STE 101 | Sudbury | Massachusetts | 01776-3003 | 978-443-3222 | 978-443-8813 |
| 1479 | CAMPBELL | RICHARD | MA137 | 505 PARADISE RD | Swampscott | Massachusetts | 01907-1335 | 781-593-9200 | 781-593-8940 |
| 5837 | BOYLAN | MICHAEL | MA137 | 455 STATE ROAD | Vineyard Haven | Massachusetts | 02568-5695 | 508-696-0600 | 508-693-5500 |
| 4423 | YANAKAKIS | PAUL | MA137 | 15 LINCOLN ST | WAKEFIELD | Massachusetts | 01880-3001 | 781-224-2500 | 781-224-2566 |
| 1370 | SILBERT | STUART | MA137 | 689 MAIN ST (RT 1A) 1AMARKETPLACE | Walpole | Massachusetts | 02081-2979 | 508-668-8700 | 508-668-2286 |
| 311 | KELLY | PATRICIA | MA137 | 738 MAIN ST | WALTHAM | Massachusetts | 02451 | 781-893-7411 | 781-893-8154 |
| 5711 | KARIMI | SHAWN | MA137 | 15 MAIN ST | Watertown | Massachusetts | 02472-4403 | 617-972-5050 | 617-972-5052 |
| 424 | SILBERT | STUART | MA137 | 396 WASHINGTON ST | Wellesley Hills | Massachusetts | 02481-6209 | 781-237-7744 | 781-237-4499 |
| 6056 | MARTIN | JOSEPH | MA137 | 900 RIVERDALE ST | West Springfield | Massachusetts | 01089 | 413-733-8877 | 413-733-8878 |
| 878 | SALISBURY | JAMES | MA137 | 290 TURNPIKE RD STE 6 | Westborough | Massachusetts | 01581-2877 | 508-870-0838 | 508-870-0837 |
| 6533 | Withrow | Michael | MA137 | 9 Cornerstone Square | WESTFORD | Massachusetts | 01886 | 978-727-8136 | 978-727-8139 |
| 5209 | LEBLANC | JENNIFER | MA137 | 875 STATE RD UNIT 11 | WESTPORT | Massachusetts | 02790-2853 | 508-672-7800 | 508-672-0992 |
| 3076 | WONG | HAROLD | MA137 | 228 MAIN ST | Williamstown | Massachusetts | 01267-2641 | 413-458-8033 | 413-458-4876 |
| 999 | POLAND | LAURIE | MA137 | 400 W CUMMINGS PARK STE 1725 | WOBURN | Massachusetts | 01801-6579 | 781-933-0260 | 781-933-0292 |
| 1664 | SALISBURY | JAMES | MA137 | 210 PARK AVE | Worcester | Massachusetts | 01609-2246 | 508-757-1700 | 508-757-0220 |
| 5054 | OLSEN | SCOTT | MI253 | 486 S RIPLEY BLVD | Alpena | Michigan | 49707 | 989-356-8989 | 989-356-6144 |
| 1993 | DARNELL | TOBIN | MI109 | 3588 PLYMOUTH RD | Ann Arbor | Michigan | 48105-2603 | 734-662-6666 | 734-662-7225 |
| 2640 | HANSON | MATTHEW | MI109 | 2232 S MAIN | Ann Arbor | Michigan | 48103-6938 | 734-662-7777 | 734-662-9779 |
| 4295 | KAHLON | BALJIT | MI109 | 2531 JACKSON AVE | Ann Arbor | Michigan | 48103 | 734-622-8000 | 734-622-8002 |
| 1262 | HOPKINS | JULIE | MI109 | 5420 A BECKLEY RD | BATTLE CREEK | Michigan | 49015 | 269-979-3388 | 269-979-5155 |
| 3377 | SIFUENTES | EDUARDO | MI253 | 4106 E WILDER RD | Bay City | Michigan | 48706-2239 | 989-671-9000 | 989-671-9370 |
| 94 | PREBENDA | JENNIFER | MI109 | 33717 WOODWARD AVE | BIRMINGHAM | Michigan | 48009-0913 | 248-642-8770 | 248-642-3091 |
| 365 | POLLARD | DANNITA | MI109 | 6632 TELEGRAPH RD | Bloomfield Hills | Michigan | 48301-3012 | 248-737-4433 | 248-737-4665 |
| 2109 | DUDLEY | WILLIAM | MI109 | 9864 E GRAND RIVER STE 110 | BRIGHTON | Michigan | 48116 | 810-229-5057 | 810-229-5379 |
| 5041 | FUNKE | CHERYL | MI109 | 23772 WEST RD | Brownstown Township | Michigan | 48183-3050 | 734-692-1888 | 734-692-1887 |
| 4718 | HASKIN | BRENT | MI253 | 8834 E 34 RD | CADILLAC | Michigan | 49601 | 231-876-1700 | 231-876-1800 |
| 423 | PATEL | BHUPENDRA | MI109 | 42015 FORD RD | CANTON | Michigan | 48187 | 734-981-8200 | 734-981-8205 |
| 3382 | BERRY | GAIL | MI109 | 43311 JOY RD | CANTON | Michigan | 48187-2075 | 734-455-1313 | 734-455-9005 |
| 4707 | Mitchell | Jeff | MI109 | 46036 MICHIGAN AVE | Canton Twp | Michigan | 48188 | 734-495-1847 | 734-495-0788 |
| 4822 | PATEL | MAHESH | MI109 | 1163 S MAIN ST | CHELSEA | Michigan | 48118 | 734-433-9636 | 734-433-9638 |
| 5463 | WATRIPONT | LARRY | MI109 | 46958 GRATIOT RD | CHESTERFIELD | Michigan | 48051 | 586-598-5601 | 586-598-7913 |
| 3619 | SANTOS | JUAN | MI109 | 7111 DIXIE HWY | CLARKSTON | Michigan | 48346-2077 | 248-922-2795 | 248-922-2796 |
| 4835 | PATEL | VRAJESH | MI109 | 42211 GARFIELD RD | Clinton Township | Michigan | 48038-1648 | 586-263-6369 | 586-263-6329 |
| 4957 | MANTAY | WERNER | MI109 | 20836 HALL RD (M59) | Clinton Township | Michigan | 48038 | 586-783-2200 | 586-783-4451 |
| 6233 | SHANGO | MASOUD | MI109 | 2169 W VIENNA RD | CLIO | Michigan | 48420 | 810-686-7882 | 810-686-7885 |

| Center | Owner Last Name | Owner First Name | Area | Address | City | State | Zip | Phone | Fax |
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| 4202 | WOODHAMS | LINDA | MI109 | 352 S. WILLOWBROOK RD. STE A | COLDWATER | Michigan | 49036 | 517-279-9080 | 517-279-0290 |
| 1456 | SWICK | MARY | MI109 | 3319 GREENFIELD RD | Dearborn | Michigan | 48120-1212 | 313-336-6099 | 313-336-9033 |
| 5810 | KAUFMANN | KELLY | MI109 | 23636 MICHIGAN AVE | DEARBORN | Michigan | 48124 | 313-633-9564 | 313-914-5853 |
| 1309 | FORTUNA | WILLIAM | MI109 | 26300 FORD RD | Dearborn Heights | Michigan | 48127 | 313-563-5270 | 313-563-4035 |
| 3981 | LITTLE II | VINCENT | MI109 | 269 Walker St. | DETROIT | Michigan | 48207 | 313-392-6000 | 313-262-6692 |
| 3986 | JOHNSON | CURTIS | MI109 | 18701 GRAND RIVER | Detroit | Michigan | 48223 | 313-659-0500 | 313-659-0776 |
| 5676 | BHATT | DEVYANI | MI109 | 535 GRISWOLD STREET SUITE 111 | DETROIT | Michigan | 48226 | 313-963-7080 | 313-963-7068 |
| 1608 | BENSON | PHILIP | MI109 | 2153 WEALTHY ST SE | East Grand Rapids | Michigan | 49506-3033 | 616-454-3335 | 616-454-4001 |
| 811 | CONNOR | BILL | MI109 | 2843 E GRAND RIVER | EAST LANSING | Michigan | 48823-4989 | 517-351-8188 | 517-351-8204 |
| 1698 | SOLOMON | JOSEPH | MI109 | 23205 GRATIOT AVE | EASTPOINTE | Michigan | 48021-1641 | 586-779-5240 | 586-779-5270 |
| 2996 | LYNCH | SUSIE | MI253 | 2425 LUDINGTON ST | Escanaba | Michigan | 49829-1328 | 906-786-9095 | 906-786-9098 |
| 93 | Injeti | Roopa | MI109 | 35560 GRAND RIVER AVE | Farmington Hills | Michigan | 48335 | 248-477-6112 | 248-477-6173 |
| 1102 | LAWTON | JARED | MI109 | 33228 W 12 MILE RD | Farmington Hills | Michigan | 48334 | 248-489-1011 | 248-489-1014 |
| 3351 | BEARE | LES | MI109 | 17195 SILVER PARKWAY | FENTON | Michigan | 48430-3426 | 810-750-2920 | 810-750-1761 |
| 176 | GHOUEJEGHI | FRED | MI109 | 4225 MILLER RD STE B-9 | Flint | Michigan | 48507 | 810-733-0055 | 810-733-5025 |
| 3573 | SHANGO | MASOUD | MI109 | 12745 S SAGINAW RD #806 | GRAND BLANC | Michigan | 48439-2438 | 810-953-1660 | 810-953-6560 |
| 925 | SOULE | BRENDA | MI109 | 101 WASHINGTON | Grand Haven | Michigan | 49417-1354 | 616-846-8911 | 616-846-7520 |
| 3718 | DOORN | MARTIN | MI109 | 3923 28TH ST SE | Grand Rapids | Michigan | 49512-1805 | 616-285-9177 | 616-285-9188 |
| 4169 | MULHOLLAND | ROBERTA | MI109 | 703 S GREENVILLE W DR STE 7 | Greenville | Michigan | 48838 | 616-225-4623 | 616-225-4624 |
| 140 | EBBING | MICHAEL | MI109 | 18530 MACK AVE | GROSSE POINTE FARMS | Michigan | 48236 | 313-884-8440 | 313-884-8442 |
| 4002 | SOULE | BRENDA | MI109 | 520 BUTTERNUT DR UNIT 8 | Holland | Michigan | 49424 | 616-399-6245 | 616-994-6077 |
| 3239 | BROOKS | TREVOR | MI109 | 4337 E GRAND RIVER AVE | HOWELL | Michigan | 48843 | 517-552-9630 | 517-552-9629 |
| 4254 | HOOVER | DAWN | MI109 | 10051 E HIGHLAND RD STE 29 | HOWELL | Michigan | 48843-6317 | 810-632-2226 | 810-632-2227 |
| 5191 | ENGEL | NANCY | MI109 | 2050 S CEDAR ST | Imlay City | Michigan | 48444 | 810-724-2200 | 810-724-2205 |
| 2003 | Husain | Syed | MI109 | 5047 W MAIN ST | KALAMAZOO | Michigan | 49009 | 269-382-4040 | 269-382-4166 |
| 4830 | Husain | Syed | MI109 | 5455 GULL RD STE D | KALAMAZOO | Michigan | 49048 | 269-488-2128 | 269-488-2130 |
| 412 | WILLIAMS | RUSSELL | MI109 | 6026 KALAMAZOO AVE | KENTWOOD | Michigan | 49508 | 616-554-2039 | 616-554-1372 |
| 1197 | GOULD | JAMES | MI109 | 3105 S MARTIN LUTHER KING BLVD | LANSING | Michigan | 48910-2939 | 517-887-2009 | 517-887-0616 |
| 1362 | CONNOR | BILL | MI109 | 5859 W SAGINAW HWY | LANSING | Michigan | 48917-2460 | 517-321-1188 | 517-321-1756 |
| 5129 | RIEMERSMA | RICHARD | MI109 | 503 MALL COURT - FRANDOR MALL | LANSING | Michigan | 48912 | 517-664-1855 | 517-664-1833 |
| 3011 | LADWIG | ERIC | MI109 | 37637 FIVE MILE RD | Livonia | Michigan | 48154 | 734-542-9200 | 734-542-0111 |
| 3415 | PATEL | BHUPENDRA | MI109 | 33006 W 7 MILE RD | Livonia | Michigan | 48152-1358 | 248-888-9060 | 248-888-9063 |
| 4270 | BREAUX | RICHARD | MI109 | 51194 ROMEO PLANK RD | Macomb Township | Michigan | 48042 | 586-677-2385 | 586-677-2395 |
| 5356 | LYNCH | SUSIE | MI253 | 3224 US HWY 41 W | MARQUETTE | Michigan | 49855 | 906-227-7000 | 906-228-2980 |
| 6223 | HART | MARY | MI253 | 139 ASHMAN ST | Midland | Michigan | 48640 | 989-631-7100 | 989-631-9288 |
| 2655 | SALK | CURTIS | MI109 | 510 HIGHLAND AVE | MILFORD | Michigan | 48381-1516 | 248-684-1141 | 248-684-7045 |
| 4991 | WHITE | JAMES | MI109 | 1285 N TELEGRAPH RD | Monroe | Michigan | 48162-3368 | 734-240-1163 | 734-240-0598 |
| 2466 | SCHAFER | PAUL | MI253 | 2020 S MISSION ST | Mount Pleasant | Michigan | 48858-4425 | 989-773-6060 | 989-773-6969 |
| 3469 | McKEOWN | BRIAN | MI253 | 2743 HENRY ST | Muskegon | Michigan | 49441-3509 | 231-755-5551 | 231-755-5552 |
| 3789 | BUNKER | SHERI | MI253 | 1934 E APPLE AVENUE | Muskegon | Michigan | 49442 | 231-767-2444 | 231-767-1314 |
| 4392 | McKEOWN | BRIAN | MI253 | 1887 HOLTON RD STE D | Muskegon | Michigan | 49445 | 231-744-4800 | 231-744-4802 |
| 4674 | VU | PHONG | MI109 | 30773 MILFORD RD | New Hudson | Michigan | 48165 | 248-486-4001 | 248-486-4002 |
| 5277 | LISTER | JAMES | MI109 | 732 S 11TH ST | Niles | Michigan | 49120 | 269-683-7320 | 269-683-7328 |
| 2021 | LADWIG | MICHAEL | MI109 | 143 CADYCENTRE | Northville | Michigan | 48167 | 248-344-1980 | 248-344-4963 |
| 582 | DRAPINSKI | KAREN | MI109 | 43422 W OAKS DR | Novi | Michigan | 48377-3300 | 248-347-2850 | 248-347-1890 |

| Center | Owner Last Name | Owner First Name | Area | Address | City | State | Zip | Phone | Fax |
|--------|-----------------|------------------|-------|------------------------------|------------------|-----------|------------|--------------|--------------|
| 3585 | WARD | BRENDA | MI109 | 540 N LAPEER RD | Orion Township | Michigan | 48362-1582 | 248-814-7781 | 248-814-7785 |
| 3816 | COWLES | GLENN | MI109 | 239 E MICHIGAN | Paw Paw | Michigan | 49079 | 269-657-8080 | 269-657-1217 |
| 2995 | TRI | WAYNE | MI253 | 201 W MITCHELL ST | Petoskey | Michigan | 49770-2325 | 231-439-6000 | 231-348-5319 |
| 1643 | REDMOND | JUDITH | MI109 | 2014 HOLLAND AVE | Port Huron | Michigan | 48060-1994 | 810-985-3400 | 810-985-3402 |
| 991 | PEDERSEN | JOELENE | MI109 | 6749 S WESTNEDGE AVE STE K | PORTAGE | Michigan | 49002-3556 | 269-327-3166 | 269-327-3168 |
| 211 | PETTIT | GERALYN | MI109 | 145 SOUTH LIVERNOIS | ROCHESTER HILLS | Michigan | 48307 | 248-656-2106 | 248-656-2109 |
| 4708 | DUNN | LEAH | MI109 | 29488 WOODWARD AVE | Royal Oak | Michigan | 48073 | 248-548-8178 | 248-548-8176 |
| 3451 | SALK | CURTIS | MI253 | 4580 STATE ST | SAGINAW | Michigan | 48603-3709 | 989-790-8600 | 989-790-8666 |
| 4979 | SIFUENTES | EDUARDO | MI253 | 4352 BAY ROAD | Saginaw | Michigan | 48603-1206 | 989-790-9701 | 989-790-9702 |
| 1992 | BALSIS | DAVID | MI109 | 717 ST JOSEPH DR | SAINT JOSEPH | Michigan | 49085-2428 | 269-983-5754 | 269-983-0339 |
| 2616 | TEMBY | BRUCE | MI109 | 525 E MICHIGAN AVE | SALINE | Michigan | 48176-1547 | 734-944-7447 | 734-944-3297 |
| 5080 | COWLES | GLENN | MI109 | 225 BROADWAY ST #7 | South Haven | Michigan | 49090 | 269-637-8388 | 269-637-0139 |
| 53 | PETTIT | KEENAN | MI109 | 19785 W 12 MILE RD | Southfield | Michigan | 48076 | 248-559-1690 | 248-559-5884 |
| 162 | LONG | KYLE | MI109 | 29193 NORTHWESTERN HWY | Southfield | Michigan | 48034-1006 | 248-352-6968 | 248-352-6970 |
| 4600 | EBBING | MICHAEL | MI109 | 31408 HARPER | St Clair Shores | Michigan | 48082 | 586-293-9300 | 586-293-9322 |
| 484 | BOIKE | JULIE | MI109 | 13335 FIFTEEN MILE ROAD | Sterling Heights | Michigan | 48312-4271 | 586-939-7777 | 586-939-8105 |
| 1636 | COOPER | LISA | MI109 | 34841 MOUND RD | Sterling Heights | Michigan | 48310-5723 | 586-979-2700 | 586-979-8215 |
| 5502 | MANTAY | WERNER | MI109 | 44648 MOUND RD | Sterling Heights | Michigan | 48314-1322 | 586-803-1335 | 586-803-1336 |
| 170 | DAVIS | RUSSEL | MI253 | 526 W 14TH ST | Traverse City | Michigan | 49684-4051 | 231-947-0999 | 231-947-2760 |
| 3948 | ZIESMAN | JAMES | MI253 | 801 S GARFIELD AVENUE | Traverse City | Michigan | 49686 | 231-933-3334 | 231-933-6173 |
| 213 | MANTAY | WERNER | MI109 | 2899 E BIG BEAVER RD | TROY | Michigan | 48083-2466 | 248-528-1023 | 248-528-1027 |
| 1365 | SALAZAR | JESS | MI109 | 318 JOHN R RD | Troy | Michigan | 48083-4542 | 248-588-8700 | 248-588-8777 |
| 3405 | MacGOWAN | PHILIP | MI109 | 55 E LONG LAKE RD | Troy | Michigan | 48085 | 248-879-0024 | 248-879-0771 |
| 1883 | COOPER | LISA | MI109 | 64155 VAN DYKE | Washington | Michigan | 48095-2580 | 586-752-1551 | 586-752-7766 |
| 5418 | TAMBE | GIRISH | MI109 | 8679 26 MILE RD | Washington Twp | Michigan | 48094 | 586-992-0101 | 586-992-0202 |
| 112 | ROUSSEAU | JOHN | MI109 | 5119 HIGHLAND ROAD M-59 | WATERFORD | Michigan | 48327 | 248-618-0137 | 248-618-0667 |
| 118 | SEFTON | SHARON | MI109 | 6689 ORCHARD LAKE RD | West Bloomfield | Michigan | 48322 | 248-855-4082 | 248-855-4084 |
| 293 | Beaune | Monty | MI109 | 36500 FORD RD | Westland | Michigan | 48185-2211 | 734-595-1288 | 734-595-1185 |
| 4022 | McDOWELL | DAVID | MI109 | 47448 PONTIAC TRAIL | Wixom | Michigan | 48393 | 248-926-3810 | 248-926-3812 |
| 4826 | FUNKE | CHERYL | MI109 | 420 EUREKA RD | WYANDOTTE | Michigan | 48192 | 734-246-9889 | 734-246-8558 |
| 1172 | BENSON | PHILIP | MI109 | 1740 44TH ST SW STE 5 | Wyoming | Michigan | 49509-6421 | 616-530-4650 | 616-530-4660 |
| 5281 | THOMAS | JOHN | MI109 | 4007 CARPENTER RD | YPSILANTI | Michigan | 48197-9644 | 734-677-7877 | 734-677-3877 |
| 3206 | BIGGER | JEFF | MN132 | 1210 BROADWAY ST S STE 240 | ALEXANDRIA | Minnesota | 56308 | 320-763-3040 | 320-763-1684 |
| 3603 | SABIN | KEVIN | MN132 | 15050 CEDAR AVE #116 | APPLE VALLEY | Minnesota | 55124-7046 | 952-432-2323 | 952-431-5023 |
| 6136 | KAASA | DALE | MN132 | 3673 LEXINGTON AVE N STE H-2 | ARDEN HILLS | Minnesota | 55126-2984 | 651-788-7643 | 651-207-8384 |
| 2813 | SAUFFERER | CURTIS | MN132 | 215 PAUL BUNYAN DR NW | BEMIDJI | Minnesota | 56601-2433 | 218-751-7179 | 218-751-7803 |
| 4271 | KOCH | THOMAS | MN132 | 12527 CENTRAL AVE NE | BLAINE | Minnesota | 55434 | 763-757-0205 | 763-757-0313 |
| 1779 | MALMANGER | WAYNE | MN132 | 7809 SOUTHTOWN CENTER | BLOOMINGTON | Minnesota | 55431-1324 | 952-881-8744 | 952-881-8713 |
| 6440 | Vincent | Melinda | MN132 | 10504 France Ave S | BLOOMINGTON | Minnesota | 55431 | 952-405-9975 | 952-300-2466 |
| 3636 | SMITH | ALICE | MN132 | 406 W WASHINGTON ST STE 5 | BRAINERD | Minnesota | 56401-3421 | 218-828-3030 | 218-828-4040 |
| 2108 | Ambrose | Ruban | MN132 | 6066 SHINGLE CREEK PKWY | Brooklyn Center | Minnesota | 55430 | 763-560-1282 | 763-560-1014 |
| 1981 | CLAXTON | JAMES | MN132 | 7964 BROOKLYN BLVD | BROOKLYN PARK | Minnesota | 55445-2722 | 763-425-6183 | 763-425-6390 |
| 5344 | MARTI | LEONARD | MN132 | 1231 HWY 25 NORTH | BUFFALO | Minnesota | 55313 | 763-684-8000 | 763-684-8023 |

| Center | Owner Last Name | Owner First Name | Area | Address | City | State | Zip | Phone | Fax |
|--------|-----------------|------------------|-------|-------------------------------|------------------|-----------|------------|--------------|--------------|
| 4654 | MURAHARI | KUSHUM | MN132 | 11436 MARKET PLACE DR N | CHAMPLIN | Minnesota | 55316 | 763-323-9090 | 763-323-9252 |
| 2254 | CLAUSEN | REINHARD | MN132 | 13055 RIVERDALE DR NW #500 | Coon Rapids | Minnesota | 55448 | 763-421-5508 | 763-421-6448 |
| 2761 | TRUSCOTT | GERALD | MN132 | 23 W CENTRAL ENTRANCE | DULUTH | Minnesota | 55811-3433 | 218-727-5550 | 218-727-5578 |
| 2931 | TRUSCOTT | GERALD | MN132 | 1346 ARROWHEAD RD | DULUTH | Minnesota | 55811-2218 | 218-724-8595 | 218-724-9175 |
| 2636 | McClimon | Anne | MN132 | 3432 DENMARK AVE | Eagan | Minnesota | 55123-1088 | 651-687-0440 | 651-687-0570 |
| 5775 | THAYER | PHILLIP | MN132 | 1960 CLIFF LAKE RD STE 129 | Eagan | Minnesota | 55122 | 651-994-1944 | 651-994-1931 |
| 323 | PALMER | BRUCE | MN132 | 16526 W 78TH ST | Eden Prairie | Minnesota | 55346-4302 | 952-934-7225 | 952-934-6964 |
| 2839 | RAJAGOPALA | KANAPATHIPILL | MN132 | 574 PRAIRIE CENTER DR #135 | Eden Prairie | Minnesota | 55344-7927 | 952-943-1955 | 952-943-1721 |
| 4123 | RAJAGOPALA | KANAPATHIPILL | MN132 | 9637 ANDERSON LAKES PKWY | Eden Prairie | Minnesota | 55344 | 952-828-0820 | 952-828-6841 |
| 1715 | BAISCH | JIM | MN132 | 5021 VERNON AVE | Edina | Minnesota | 55436-2102 | 952-920-1024 | 952-920-2377 |
| 2965 | GRODAHL | STEVE | MN132 | 7455 FRANCE AVE S | Edina | Minnesota | 55435-4702 | 952-835-7662 | 952-835-6772 |
| 3975 | RAJALINGAM | KANDIAH | MN132 | 5832 LINCOLN DR | Edina | Minnesota | 55436 | 952-939-9980 | 952-939-9998 |
| 5093 | CLARK | DAVID | MN132 | 18140 ZANE ST | ELK RIVER | Minnesota | 55330 | 763-633-7050 | 763-633-7052 |
| 5731 | MacRUNNELS | DAVID | MN132 | 320 4TH ST NW STE 200 | Faribault | Minnesota | 55021 | 507-332-6772 | 507-332-6773 |
| 5692 | MURPHY | JOHN | MN132 | 2009 W BROADWAY RD STE 400 | FOREST LAKE | Minnesota | 55025 | 651-464-3000 | 651-464-5590 |
| 1886 | HOLST | RANDY | MN132 | 8014 OLSON MEMORIAL HWY | Golden Valley | Minnesota | 55427 | 763-525-1590 | 763-525-1566 |
| 4008 | BERGSCHNEIDER | DEE | MN132 | 1807 MARKET BLVD | HASTINGS | Minnesota | 55033-3492 | 651-438-5460 | 651-438-5470 |
| 1861 | McDonald | Timothy | MN132 | 13570 GROVE DR | Maple Grove | Minnesota | 55311 | 763-494-9440 | 763-494-9411 |
| 2171 | KNOEPKE | KENNETH | MN132 | 2515 WHITE BEAR AVE STE A-8 | MAPLEWOOD | Minnesota | 55109 | 651-773-3360 | 651-773-3362 |
| 1979 | BAISCH | JIM | MN132 | 3109 W 50TH ST | MINNEAPOLIS | Minnesota | 55410 | 612-925-0555 | 612-925-0607 |
| 2175 | GRODAHL | STEVE | MN132 | 2751 HENNEPIN AVE S | MINNEAPOLIS | Minnesota | 55408 | 612-822-0022 | 612-822-5813 |
| 3408 | WELCH | THOMAS | MN132 | 1730 NEW BRIGHTON BLVD #104 | Minneapolis | Minnesota | 55413-1661 | 612-789-6904 | 612-789-6473 |
| 5396 | JESSUP | RANDY | MN132 | 40 S 7TH ST STE 212 | MINNEAPOLIS | Minnesota | 55402 | 612-332-4117 | 612-332-4119 |
| 6479 | JESSUP | RANDY | MN132 | 1301 2nd AVE S STE A | MINNEAPOLIS | Minnesota | 55403 | 612-335-6295 | 612-335-6298 |
| 473 | BICKLER | KARL | MN132 | 4737 COUNTY RD 101 | Minnetonka | Minnesota | 55345-2634 | 952-935-9824 | 952-935-9788 |
| 1755 | SOHONI | GANGADHAR | MN132 | 13033 RIDGEDALE DR | Minnetonka | Minnesota | 55305-1807 | 952-544-1384 | 952-544-1472 |
| 3684 | DELEON | TROY | MN132 | 403 S 8TH STREET STE A | Moorhead | Minnesota | 56560 | 218-291-9203 | 218-291-9204 |
| 2111 | REICH | KEVIN | MN132 | 855 VILLAGE CTR DR | NORTH OAKS | Minnesota | 55127 | 651-483-2775 | 651-483-9902 |
| 1533 | PALMER | BRUCE | MN132 | 4190 VINEWOOD LANE N #111 | Plymouth | Minnesota | 55442-1735 | 763-557-0419 | 763-557-0421 |
| 3300 | LEWERS | JOHN | MN132 | 3500 VICKSBURG LN N | Plymouth | Minnesota | 55447-1334 | 763-559-9330 | 763-559-9329 |
| 1417 | AKERS | RENE | MN132 | 3936-E FRONTAGE RD HWY 52 N | Rochester | Minnesota | 55901 | 507-280-8025 | 507-280-8115 |
| 5947 | SIDDIQUI | AHMAD | MN132 | 110 WEST CENTER ST | ROCHESTER | Minnesota | 55902 | 507-424-1212 | 507-424-3888 |
| 5116 | MATHIS | JERRY | MN132 | 21897 S DIAMOND LAKE RD | ROGERS | Minnesota | 55374 | 763-428-3966 | 763-428-8667 |
| 2158 | JESSUP | RANDY | MN132 | 2355 FAIRVIEW AVE | ROSEVILLE | Minnesota | 55113 | 651-635-0636 | 651-635-0628 |
| 2198 | BERGER | LAURENCE | MN132 | 1769 LEXINGTON AVE N | ROSEVILLE | Minnesota | 55113 | 651-489-5520 | 651-489-5536 |
| 1948 | NIERENHAUSE N | PAUL | MN132 | 56 S 33RD AVE | SAINT CLOUD | Minnesota | 56301-3722 | 320-656-0297 | 320-656-5397 |
| 1236 | BICKLER | KARL | MN132 | 5115 EXCELSIOR BLVD | Saint Louis Park | Minnesota | 55416-2906 | 952-927-8137 | 952-927-8069 |
| 1782 | NORBURY | KAY | MN132 | 1043 GRAND AVE | SAINT PAUL | Minnesota | 55105-3002 | 651-222-2019 | 651-222-1807 |
| 2105 | WILSON | RYAN | MN132 | 1360 UNIVERSITY AVE W STE 104 | Saint Paul | Minnesota | 55104 | 651-642-5972 | 651-642-9156 |
| 6160 | JESSUP | RANDY | MN132 | 2038 FORD PKWY | SAINT PAUL | Minnesota | 55116-1931 | 651-698-1685 | 651-698-1690 |
| 3656 | SABIN | KEVIN | MN132 | 8160 COUNTY RD 42 #300 | SAVAGE | Minnesota | 55378-2199 | 952-226-1800 | 952-226-1801 |
| 4009 | SABIN | KEVIN | MN132 | 1160 VIERLING DR | Shakopee | Minnesota | 55379 | 952-233-3293 | 952-233-5701 |
| 4049 | SCHWARTZBAUER | VICKI | MN132 | 5865 NEAL AVE N | STILLWATER | Minnesota | 55082 | 651-351-7200 | 651-351-7434 |
| 6485 | Fromm | Thomas | MN132 | 712 Vista BLVD | WACONIA | Minnesota | 55387 | 952-442-3860 | 952-442-3862 |
| 3798 | ENGELMAN | PAUL | MN132 | 1161 E WAYZATA BLVD | Wayzata | Minnesota | 55391 | 952-249-1500 | 952-249-1600 |
| 372 | VOIGHT | DONALD | MN132 | 1670 S ROBERT ST | West Saint Paul | Minnesota | 55118-3918 | 651-451-0611 | 651-451-8963 |
| 3299 | BORSETH | ANN | MN132 | 4707 HWY 61 | WHITE BEAR LAKE | Minnesota | 55110-3227 | 651-407-1280 | 651-407-1278 |

| Center | Owner Last Name | Owner First Name | Area | Address | City | State | Zip | Phone | Fax |
|--------|-----------------|------------------|-------|---------------------------------|----------------|-------------|------------|--------------|--------------|
| 5989 | PETERSON | ROSS | MN132 | 1605 S 1ST ST STE FS-3 | Willmar | Minnesota | 56201 | 320-235-0046 | 320-235-2523 |
| 2820 | FITZ | JONATHAN | MN132 | 8362 TAMARACK VILLAGE STE 119 | WOODBURY | Minnesota | 55125-3392 | 651-702-9392 | 651-702-9776 |
| 5426 | SMITH | WILLIAM | MS244 | 428 HWY 6 E | BATESVILLE | Mississippi | 38606 | 662-578-7201 | 662-578-7204 |
| 6373 | Gannett | Jay | MS244 | 296 Beauvoir RD | BILOXI | Mississippi | 39531 | 228-388-1794 | 228-388-1795 |
| 6197 | ROBERTS | JERRY | MS244 | 1490 W GOVERNMENT ST STE 7 | Brandon | Mississippi | 39042 | 601-824-2221 | 601-824-2213 |
| 4496 | HERRING | DEXTER | MS244 | 123-A HWY 80 EAST | Clinton | Mississippi | 39056 | 601-925-1991 | 601-925-1994 |
| 4684 | DOIG | DAVID | FL240 | 107 WALTER PAYTON DR | COLUMBIA | Mississippi | 39429 | 601-444-4875 | 601-444-4877 |
| 4726 | RHODES | YVONNE | MS244 | 3586 SANGANI BLVD STE L | Diberville | Mississippi | 39540 | 228-392-0322 | 228-392-0329 |
| 4428 | NEWMAN | SEAN | MS244 | 4209 LAKELAND DR | Flowood | Mississippi | 39232 | 601-939-6969 | 601-939-6055 |
| 2816 | EATON | DAVID | MS244 | 45 HARDY COURT SHOPPING CTR | Gulfport | Mississippi | 39507-2501 | 228-867-7070 | 228-867-7077 |
| 2758 | WESTLEY | BRENDA | FL240 | 6068 US HWY 98 W STE #1 | HATTIESBURG | Mississippi | 39402-8881 | 601-261-0068 | 601-261-0014 |
| 4624 | WESTLEY | BRENDA | FL240 | 5891 HWY 49 STE 60 | HATTIESBURG | Mississippi | 39402-2810 | 601-450-0068 | 601-450-0070 |
| 5713 | SMITH | WILLIAM | TN140 | 429 E COMMERCE ST | Hernando | Mississippi | 38632 | 662-449-1641 | 662-449-0482 |
| 6073 | White | Mary | MS244 | 1400 JOHN R LYNCH ST | JACKSON | Mississippi | 39217 | 601-979-0981 | 601-979-0983 |
| 5669 | HERRING | DEXTER | MS244 | 1888 MAIN ST STE C | MADISON | Mississippi | 39110 | 601-853-9624 | 601-853-9951 |
| 5095 | MARTIN JR | GEORGE | MS244 | 1412 DELAWARE AVE | Mccomb | Mississippi | 39648 | 601-250-4960 | 601-250-4966 |
| 6158 | ANDERS | JUSTIN | AL245 | 4820A POPLAR SPRINGS DR | MERIDIAN | Mississippi | 39305 | 601-453-5291 | 601-453-5303 |
| 3713 | TURNER | GLORIA | FL240 | 2953 BIENVILLE BLVD | Ocean Springs | Mississippi | 39564-4305 | 228-875-5616 | 228-875-9891 |
| 3504 | DIGGS | STEPHEN | TN140 | 6515 GOODMAN RD | OLIVE BRANCH | Mississippi | 38654-1922 | 662-893-8520 | 662-893-8522 |
| 3240 | SMITH | SUSAN | MS244 | 1739 UNIVERSITY AVE | OXFORD | Mississippi | 38655 | 662-236-3800 | 662-236-3099 |
| 4968 | LEE | ROBERT | FL240 | 3537 DENNY AVE | Pascagoula | Mississippi | 39581 | 228-769-0400 | 228-769-0443 |
| 2539 | COX | GAYLAND | MS244 | 1060 E COUNTY LINE RD STE 3A | Ridgeland | Mississippi | 39157 | 601-956-8773 | 601-956-8565 |
| 3292 | SMITH | WILLIAM | TN140 | 384 E GOODMAN RD | Southaven | Mississippi | 38671 | 662-349-8555 | 662-349-5559 |
| 3702 | CHAMBLISS | MICHAEL | AL245 | 834 HWY 12 WEST | Starkville | Mississippi | 39759-3582 | 662-338-5077 | 662-338-5079 |
| 3164 | SMITH | WILLIAM | TN140 | 1020 N GLOSTER ST | TUPELO | Mississippi | 38804 | 662-840-7222 | 662-840-7301 |
| 5179 | MATHEWS | PATTI | MS244 | 3412 PEMBERTON SQ BLVD STE 2 | VICKSBURG | Mississippi | 39180 | 601-634-8020 | 601-634-8222 |
| 5458 | STAHL | DENNIS | MO152 | 87 GRASSO PLAZA SHOPPING CENTER | AFFTON | Missouri | 63123 | 314-631-0100 | 314-631-0111 |
| 5423 | Stewart | Byron | MO152 | 1243 WATER TOWER PL | ARNOLD | Missouri | 63010 | 636-282-1624 | 636-287-1646 |
| 559 | LITTLE | SLADE | MO152 | 15009 MANCHESTER | Ballwin | Missouri | 63011-4626 | 636-394-9441 | 636-394-0769 |
| 4004 | DANIEL | BRIAN | KS221 | 8426 CLINT DRIVE | Belton | Missouri | 64012 | 816-318-4500 | 816-318-4400 |
| 4375 | HELM | JENNIFER | KS221 | 605 SW US HWY 40 | BLUE SPRINGS | Missouri | 64014 | 816-224-6299 | 816-224-4997 |
| 1879 | Powers | Russell | MO219 | 1440 STATE HWY 248 STE Q | BRANSON | Missouri | 65616-3005 | 417-336-5776 | 417-336-5778 |
| 2677 | Garrett | Sharon | MO219 | 18593 BUSINESS 13 STE 206 | BRANSON WEST | Missouri | 65737 | 417-272-1731 | 417-272-1733 |
| 373 | MANNING | ROBERT | MO152 | 8816 MANCHESTER RD | Brentwood | Missouri | 63144-2602 | 314-962-1622 | 314-962-7240 |
| 1056 | HAGLER | LOUIS | MO219 | 2128 WILLIAM ST | Cape Girardeau | Missouri | 63703 | 573-334-0309 | 573-334-0642 |
| 219 | Shirafkan | Sepideh | MO152 | 36 FOUR SEASONS SHOPPING CENTER | CHESTERFIELD | Missouri | 63017-3103 | 314-878-7824 | 314-878-4016 |
| 389 | Eastman | Gerald | MO152 | 167 LAMP & LANTERN VILLAGE | CHESTERFIELD | Missouri | 63017-8208 | 636-227-9697 | 636-227-1530 |
| 2188 | FINCH | PETER | MO152 | 1734 CLARKSON RD | CHESTERFIELD | Missouri | 63017 | 636-530-7444 | 636-530-7445 |
| 5124 | TOWNSEND | SANDRA | MO152 | 17209 CHESTERFIELD AIRPORT RD | Chesterfield | Missouri | 63005 | 636-530-9985 | 636-530-9996 |
| 1067 | PARTON | RHONDA | MO219 | 2101 W BROADWAY # 103 | COLUMBIA | Missouri | 65203-7632 | 573-445-3755 | 573-445-3788 |
| 1428 | KADLEC | JOHN | MO219 | 503 NIFONG DR STE H | COLUMBIA | Missouri | 65201-3792 | 573-442-3755 | 573-442-2775 |
| 2380 | CAREY | JERRILYN | MO219 | 2000 E BROADWAY | COLUMBIA | Missouri | 65201-6009 | 573-442-2380 | 573-875-1884 |
| 4037 | PARTON | RHONDA | MO219 | 3305 EAST CLARK LANE STE D | COLUMBIA | Missouri | 65203 | 573-474-9799 | 573-474-8933 |
| 267 | SCOLLAY | SARAH | MO152 | 9051 WATSON RD | Crestwood | Missouri | 63126-2220 | 314-968-5563 | 314-968-0581 |
| 592 | KHAN | MUJIB | MO152 | 11469 OLIVE BLVD | Creve Coeur | Missouri | 63141-7108 | 314-991-1010 | 314-991-1212 |
| 1792 | GEURKINK | SHAWN | MO152 | 11939 MANCHESTER RD | Des Peres | Missouri | 63131-4502 | 314-966-4114 | 314-966-3599 |
| 310 | Shah | Neelam | MO152 | 1324 CLARKSON CLAYTON CENTER | Ellisville | Missouri | 63011-2145 | 636-256-8281 | 636-256-8284 |

| Center | Owner Last Name | Owner First Name | Area | Address | City | State | Zip | Phone | Fax |
|--------|-----------------|------------------|-------|--------------------------------------|-------------------|----------|------------|--------------|--------------|
| 5213 | PHILLIPS | CAROL | MO152 | 237 E 5TH ST | Eureka | Missouri | 63025-1223 | 636-938-7500 | 636-938-7514 |
| 4343 | Moses | Olivia | MO219 | 614 WAL MART DR | Farmington | Missouri | 63640 | 573-747-1460 | 573-747-1467 |
| 3911 | CLAMORS | MICHAEL | MO152 | 476 OLD SMIZER MILL RD | Fenton | Missouri | 63026 | 636-343-4449 | 636-343-4482 |
| 460 | STRICKLAND | DWAYNE | MO152 | 10990 NEW HALLS FERRY RD STE J | FERGUSON | Missouri | 63136-6741 | 314-867-9400 | 314-867-9402 |
| 5134 | Loeffelman | James | MO152 | 1168 W GANNON | FESTUS | Missouri | 63028 | 636-931-2200 | 636-931-2201 |
| 464 | Mahmood | Ashfaq | MO152 | 224 N HWY 67 (N LINDBERGH) | FLORISSANT | Missouri | 63031-5108 | 314-831-3347 | 314-831-6214 |
| 6400 | Graff | Ann | MO219 | 143 REPLACEMENT AVE BLDG 487 | Fort Leonard Wood | Missouri | 65473 | 573-329-0733 | 573-329-0860 |
| 5697 | LI | BARBARA | MO219 | 602 MARKET ST | Fulton | Missouri | 65251-1928 | 573-642-1700 | 573-642-1755 |
| 4376 | SUNDQUIST | THOMAS | KS221 | 1503 MAIN ST | Grandview | Missouri | 64030 | 816-761-8882 | 816-761-1187 |
| 5372 | RANDOLPH | CHARLES | MO152 | 5305 CAROLINE DR | High Ridge | Missouri | 63049 | 636-376-4220 | 636-376-4219 |
| 4775 | Shulman | Bob | KS221 | 16657 E 23RD ST | INDEPENDENCE | Missouri | 64055 | 816-461-3101 | 816-778-0486 |
| 6277 | Baxa | Michael | MO219 | 1709 MISSOURI BLVD SUITE 2 | JEFFERSON CITY | Missouri | 65109 | 573-635-4378 | 573-635-4379 |
| 2834 | FORGEY | JERRY | MO219 | 2401 E 32ND ST STE 10 | Joplin | Missouri | 64804-3177 | 417-626-7555 | 417-626-7575 |
| 2480 | DULOC | FREDERIC | KS221 | 6324 N CHATHAM AVE | KANSAS CITY | Missouri | 64151-2473 | 816-587-4700 | 816-587-6604 |
| 3032 | DULOC | FREDERIC | KS221 | 5559 NW BARRY RD | KANSAS CITY | Missouri | 64154 | 816-587-7100 | 816-587-4858 |
| 3144 | GOSALIA | ANIL | KS221 | 5510 NE ANTIOCH RD | KANSAS CITY | Missouri | 64119 | 816-454-8560 | 816-454-8569 |
| 4249 | CORP | ERIC | KS221 | 4741 CENTRAL | Kansas City | Missouri | 64112 | 816-561-7411 | 816-561-3226 |
| 4784 | CORP | ERIC | KS221 | 6320 BROOKSIDE PLAZA | KANSAS CITY | Missouri | 64113 | 816-363-3456 | 816-363-3457 |
| 4890 | FLETCHER | JOHN | KS221 | 520 WEST 103RD ST | KANSAS CITY | Missouri | 64114 | 816-942-0388 | 816-942-0979 |
| 4799 | TATE | ROBERT | KS221 | 105 S JEFFERSON ST STE C-3 | Kearney | Missouri | 64060 | 816-903-4877 | 816-903-4880 |
| 333 | MANNING | ROBERT | MO152 | 101 W ARGONNE DR | Kirkwood | Missouri | 63122 | 314-966-5410 | 314-966-6649 |
| 5108 | Rush | Jodi | MO152 | 6290 RONALD REAGAN DR | Lake St Louis | Missouri | 63367 | 636-561-1269 | 636-625-1270 |
| 3289 | DONOVAN | JENNIFER | MO219 | 721 S JEFFERSON | Lebanon | Missouri | 65536 | 417-532-7355 | 417-532-7415 |
| 3255 | SPLICHAL | MATTHEW | KS221 | 923 NE WOODS CHAPEL ROAD | Lees Summit | Missouri | 64064 | 816-524-2245 | 816-524-2616 |
| 4374 | KEMP | DENNIS | KS221 | 705-B SE MELODY LN | Lees Summit | Missouri | 64063 | 816-524-1999 | 816-524-9481 |
| 2836 | LEE | CECILIA | KS221 | 118 N CONISTOR LN STE B | Liberty | Missouri | 64068 | 816-792-9600 | 816-792-9621 |
| 5061 | STOVALL | KAREN | MO152 | 14248 F MANCHESTER RD | Manchester | Missouri | 63011 | 636-207-8771 | 636-527-7700 |
| 5084 | LEE | LYNNE | MO219 | 1350 SPUR DR STE 270 | MARSHFIELD | Missouri | 65706-2399 | 417-468-4877 | 417-468-5631 |
| 1524 | GEURKINK | SHAWN | MO152 | 12685 DORSETT RD | Maryland Heights | Missouri | 63043 | 314-542-2270 | 314-542-2380 |
| 4061 | MILLER | WYNONA | MO219 | 230 WEST FIRST ST | Mountain View | Missouri | 65548 | 417-934-5577 | 417-934-5579 |
| 2223 | SOBASKI | ERIC | MO219 | 402 B W MT VERNON ST | NIXA | Missouri | 65714 | 417-725-6336 | 417-725-0013 |
| 3818 | CLAMORS | MARK | MO152 | 2977 HWY K | Ofallon | Missouri | 63368 | 636-379-5330 | 636-379-0291 |
| 558 | CAMPBELL | SCOTT | MO152 | 9648 OLIVE BLVD | Olivette | Missouri | 63132 | 314-569-0692 | 314-569-0893 |
| 2772 | SOMMERS | TAMMY | MO219 | 4655 OSAGE BEACH PKWY STE A | OSAGE BEACH | Missouri | 65065-9745 | 573-365-6991 | 573-365-6743 |
| 3828 | LONG | JEFFREY | MO219 | 1899 N WESTWOOD BLVD STE C | POPLAR BLUFF | Missouri | 63901 | 573-778-9366 | 573-778-9375 |
| 4771 | SUNDQUIST | THOMAS | KS221 | 6222 RAYTOWN TRAFFIC WAY | RAYTOWN | Missouri | 64133 | 816-743-8118 | 816-358-3897 |
| 3083 | GEURKINK | SHAWN | MO152 | 6614 CLAYTON RD | RICHMOND HEIGHTS | Missouri | 63117 | 314-781-7244 | 314-781-7250 |
| 2238 | ETTMAN | NANCY | MO219 | 1028 S BISHOP AVE | ROLLA | Missouri | 65401 | 573-364-0006 | 573-364-0007 |
| 241 | FOUST | JOE | MO152 | 2025 ZUMBEHL RD | SAINT CHARLES | Missouri | 63303 | 636-947-8870 | 636-723-2932 |
| 3039 | OLWIG | ERIC | MO152 | 6209 MID RIVERS MALL DR | SAINT CHARLES | Missouri | 63304 | 636-498-0991 | 636-498-0901 |
| 5443 | MCDANIELS | JESSE | MO152 | 498 S 5TH ST | Saint Charles | Missouri | 63301 | 636-940-0664 | 636-940-0668 |
| 336 | KRODINGER | RITA | MO152 | 2518 LEMAY FERRY RD | Saint Louis | Missouri | 63125-3131 | 314-892-8492 | 314-892-9612 |
| 532 | KIMBERLIN | JEFF | MO152 | 4579 LACLEDE AVE | Saint Louis | Missouri | 63108 | 314-361-5505 | 314-361-5515 |
| 1648 | ETTERLING | CAROL | MO152 | 12430 TESSON FERRY RD | Saint Louis | Missouri | 63128-2702 | 314-849-4466 | 314-849-5270 |
| 1911 | THOMPSON | WILLIAM | MO152 | 5640 TELEGRAPH RD STE B | SAINT LOUIS | Missouri | 63129 | 314-846-4300 | 314-846-4301 |
| 6018 | POWERS | KAJIA | MO152 | 800 WASHINGTON AVE (CONCOURSE LEVEL) | SAINT LOUIS | Missouri | 63101 | 314-418-5850 | 314-621-4030 |
| 6585 | POWERS | KAJIA | MO152 | 701 CONVENTION PLAZA | SAINT LOUIS | Missouri | 63101 | 314-342-5291 | 314-342-5292 |
| 1633 | THOMASON | MARK | MO219 | 2304 W BROADWAY | Sedalia | Missouri | 65301-2523 | 660-826-0700 | 660-826-8310 |
| 3054 | RENFROE | KEITH | MO219 | 223 N MAIN | SIKESTON | Missouri | 63801 | 573-471-2055 | 573-471-3424 |

| Center | Owner Last Name | Owner First Name | Area | Address | City | State | Zip | Phone | Fax |
|--------|-----------------|------------------|-------|-------------------------------------|----------------|----------|------------|--------------|--------------|
| 653 | LEE | LYNNE | MO219 | 610-A E BATTLEFIELD | SPRINGFIELD | Missouri | 65807-4806 | 417-886-2455 | 417-886-3291 |
| 1509 | SCOTT | RACHELLE | MO219 | 2733 EAST BATTLEFIELD RD | SPRINGFIELD | Missouri | 65804 | 417-889-0902 | 417-889-3019 |
| 2459 | LEE | LYNNE | MO219 | 334 E KEARNEY | SPRINGFIELD | Missouri | 65803-3018 | 417-863-7877 | 417-863-7805 |
| 2605 | LEE | LYNNE | MO219 | 1325 W SUNSHINE | Springfield | Missouri | 65807 | 417-863-6644 | 417-863-6655 |
| 4068 | SHAFFER | JACKIE | MO219 | 4319 SOUTH NATIONAL | SPRINGFIELD | Missouri | 65810 | 417-887-1991 | 417-887-4052 |
| 5252 | Kanak | Daniel | MO152 | 223 SALT LICK RD | St Peters | Missouri | 63376 | 636-397-2750 | 636-397-2751 |
| 5237 | Clisham | Patricia | MO152 | 240 MAGEE ST | TROY | Missouri | 63379-6332 | 636-528-2800 | 636-528-2805 |
| 2861 | Kaufmann | Fern | MO152 | 9909 MANCHESTER ROAD | Warson Woods | Missouri | 63122-1915 | 314-962-7167 | 314-962-0216 |
| 1889 | INABINET | CHRISTINE | MO152 | 1165 CLOCK TOWER PLAZA | Washington | Missouri | 63090-5333 | 636-239-5200 | 636-239-9552 |
| 4970 | FORGEY | JERRY | MO219 | 6031 N MAIN ST RD | WEBB CITY | Missouri | 64870 | 417-659-8410 | 417-659-8416 |
| 4757 | HILKE | DANIEL | MO152 | 1939 WENTZVILLE PKWY | Wentzville | Missouri | 63385 | 636-327-7444 | 636-327-7441 |
| 2041 | MILLER | WYNONA | MO219 | 1404 SOUTHERN HILLS CTR | WEST PLAINS | Missouri | 65775 | 417-256-3027 | 417-256-3031 |
| 3058 | PHILLIPS | CAROL | MO152 | 2464 TAYLOR RD | WILDWOOD | Missouri | 63040 | 636-458-8800 | 636-458-7688 |
| 2899 | PERSHING | ZEKE | MT249 | 90 W MADISON AVE STE E | Belgrade | Montana | 59714-3955 | 406-388-7000 | 406-388-7004 |
| 2556 | Stodghill | Brad | MT249 | 439 GRAND AVE | Bigfork | Montana | 59911-3614 | 406-837-2002 | 406-837-2003 |
| 2594 | WILLIAMS | JOHN | MT249 | 1302 24TH ST W | BILLINGS | Montana | 59102 | 406-655-9856 | 406-655-9859 |
| 4741 | LUNDE | CLINT | MT249 | 1633 MAIN ST STE A | Billings | Montana | 59105 | 406-252-4877 | 406-252-4908 |
| 2007 | ASBELL | TRACY | MT249 | 1627 W MAIN ST | Bozeman | Montana | 59715 | 406-585-8000 | 406-585-8040 |
| 1204 | PERSHING | ZEKE | MT249 | 2017 HARRISON AVE | Butte | Montana | 59701 | 406-494-1711 | 406-494-1998 |
| 4515 | CHARLESWORTH | JARED | MT249 | 2130 9TH ST | Columbia Falls | Montana | 59912 | 406-892-3042 | 406-892-3054 |
| 6369 | Comstock | Terrill | MT249 | 421 US HWY 93 N | EUREKA | Montana | 59917 | 406-297-7410 | 406-297-3761 |
| 2116 | CASEM SR | FLORENTINO | MT249 | 1720 10TH AVE S STE 4 | Great Falls | Montana | 59405 | 406-761-5800 | 406-761-6969 |
| 3834 | PODRY | JEANNE | MT249 | 300 SMELTER AVE NE STE 1 | Great Falls | Montana | 59404 | 406-455-6000 | 406-454-1277 |
| 2838 | PORTNER | MICHAEL | MT249 | 610 N 1ST ST STE 5 | HAMILTON | Montana | 59840-2100 | 406-363-2187 | 406-363-2201 |
| 4489 | BAHNY | SUZANNE | MT249 | 2047 N LAST CHANCE GULCH | HELENA | Montana | 59601 | 406-495-1211 | 406-495-0110 |
| 2180 | VIDULICH | CHRIS | MT249 | 432 E IDAHO STE C | Kalispell | Montana | 59901 | 406-755-8333 | 406-755-8335 |
| 5988 | CROWLEY | JANELLE | MT249 | 112 S 1st AVE STE 5 | LAUREL | Montana | 59044-3314 | 406-628-2126 | 406-628-6972 |
| 2420 | PESA | MARK | MT249 | 1106 W PARK | Livingston | Montana | 59047-2955 | 406-222-4971 | 406-222-9257 |
| 4103 | VERCRUYSEN | LAURA | MT249 | 2814 BROOKS ST | Missoula | Montana | 59801 | 406-721-8223 | 406-721-5191 |
| 4104 | McCHESNEY | KARLA | MT249 | 400 WEST BROADWAY STE 101 | Missoula | Montana | 59802 | 406-542-3800 | 406-542-2588 |
| 2265 | McREYNOLDS | CHERYL | MT249 | 48901 HWY 93 STE A | Polson | Montana | 59860 | 406-883-6630 | 406-883-6629 |
| 2029 | OLSON | PATRICIA | MT249 | 704C E 13th ST | Whitefish | Montana | 59937 | 406-862-8300 | 406-862-8303 |
| 2220 | Dallakoti | Krishna | ND237 | 505 CORNHUSKER RD STE 105 | BELLEVUE | Nebraska | 68005 | 402-292-9293 | 402-292-9197 |
| 4594 | PFLASTERER | RITA | ND237 | 118 23RD ST #800 CHERRY CREEK PLAZA | Columbus | Nebraska | 68601 | 402-564-0112 | 402-564-3207 |
| 6620 | Cheney | Melanie | ND237 | 1121 E HWY 33 | CRETE | Nebraska | 68333 | 402-826-3191 | 402-826-4596 |
| 4058 | MANLEY | J | ND237 | 1201 ALLEN DR | Grand Island | Nebraska | 68803 | 308-382-2009 | 308-382-2023 |
| 4791 | Dallakoti | Krishna | ND237 | 22 W 56TH ST STE 107 | KEARNEY | Nebraska | 68847 | 308-698-2220 | 308-698-2221 |
| 5359 | Dallakoti | Krishna | ND237 | 7202 GILES RD STE 4 | LA VISTA | Nebraska | 68128 | 402-331-0735 | 402-331-0736 |
| 1215 | NELSON | DAVID | ND237 | 3900 OLD CHENEY ROAD UNIT 201 | LINCOLN | Nebraska | 68516-2709 | 402-423-2273 | 402-423-6246 |
| 3345 | Cheney | Melanie | ND237 | 5100 N 27TH ST STE A-2 | LINCOLN | Nebraska | 68521-4715 | 402-475-3131 | 402-475-2955 |
| 4689 | Dallakoti | Krishna | ND237 | 2840 S 70TH STE #7 | LINCOLN | Nebraska | 68506 | 402-327-7164 | 402-489-9201 |
| 4267 | PAPSTEIN | DAVID | ND237 | 710 S 13TH ST STE 900 | NORFOLK | Nebraska | 68701 | 402-844-4111 | 402-844-4114 |
| 3143 | BOURQUE | RICHARD | ND237 | 410 E LEOTA SUITE 5 | NORTH PLATTE | Nebraska | 69101 | 308-534-6634 | 308-534-6844 |
| 1597 | Dallakoti | Krishna | ND237 | 7914 W DODGE RD | OMAHA | Nebraska | 68114 | 402-397-0100 | 402-397-8771 |
| 2132 | ANDERSON | WILLIAM | ND237 | 4089 S 84TH STREET | Omaha | Nebraska | 68127 | 402-592-4686 | 402-592-7782 |
| 4117 | Dallakoti | Krishna | ND237 | 13110 BIRCH DR STE 148 | OMAHA | Nebraska | 68164 | 402-496-3080 | 402-965-3418 |
| 4166 | BECERRA | ALEXIS | ND237 | 17330 W CENTER RD STE 110 | OMAHA | Nebraska | 68130 | 402-333-6700 | 402-333-8080 |
| 4696 | Dallakoti | Krishna | ND237 | 15418 WEIR ST | OMAHA | Nebraska | 68137-5045 | 402-991-4561 | 402-991-4644 |
| 5678 | ANDERSON | WILLIAM | ND237 | 3606 N 156TH ST | OMAHA | Nebraska | 68116 | 402-493-2586 | 402-493-0371 |
| 1874 | COX | GEORGE | NV117 | 806 BUCHANAN BLVD STE 115 | Boulder City | Nevada | 89005-2144 | 702-293-5788 | 702-293-2164 |

| Center | Owner Last Name | Owner First Name | Area | Address | City | State | Zip | Phone | Fax |
|--------|-----------------|------------------|-------|---------------------------------------|-------------|--------|------------|--------------|--------------|
| 4243 | DALTON | WARREN | NV211 | 1894 E WILLIAM ST STE 4 | Carson City | Nevada | 89701 | 775-887-9101 | 775-887-8901 |
| 4959 | HUSAIN | SYED | NV211 | 963 TOPSY LN STE 306 | Carson City | Nevada | 89705 | 775-267-0408 | 775-267-0451 |
| 320 | LONG | JING | NV117 | 850 S BOULDER HWY | Henderson | Nevada | 89015-7564 | 702-565-1235 | 702-565-7075 |
| 430 | ENGLUND | DEBBIE | NV117 | 2764 N GREEN VALLEY PKWY | Henderson | Nevada | 89014-2121 | 702-454-5220 | 702-454-4391 |
| 1390 | GRAHAM | EARL | NV117 | 2657 WINDMILL PKWY | HENDERSON | Nevada | 89074 | 702-896-9898 | 702-896-9292 |
| 1519 | COX | GEORGE | NV117 | 631 N STEPHANIE ST | Henderson | Nevada | 89014-2633 | 702-454-8811 | 702-454-4650 |
| 2887 | HEINIGER | LOREN | NV117 | 284-C E LAKE MEAD BLVD | HENDERSON | Nevada | 89015 | 702-558-6873 | 702-558-5263 |
| 2939 | COX | GEORGE | NV117 | 1000 N GREEN VALLEY PKWY STE 440 | Henderson | Nevada | 89074 | 702-270-8282 | 702-270-8280 |
| 3626 | McGOVERN | DAVID | NV117 | 10624 S EASTERN AVE STE A | HENDERSON | Nevada | 89052 | 702-897-9991 | 702-897-9992 |
| 4017 | GEHRING | KELLY | NV117 | 1450 W HORIZON RIDGE PKWY B-304 | Henderson | Nevada | 89012 | 702-896-4000 | 702-617-0600 |
| 4127 | ALVAREZ | SUSAN | NV117 | 2505 ANTHEM VILLAGE DR SUITE E | Henderson | Nevada | 89052 | 702-914-0655 | 702-914-0656 |
| 5960 | Payton | Roger | NV117 | 1445 AMERICAN PACIFIC DR STE 110 | HENDERSON | Nevada | 89074 | 702-567-5960 | 702-565-5960 |
| 6530 | BYRNE | NICOLE | NV117 | 12300 LAS VEGAS BLVD S | HENDERSON | Nevada | 89044 | 702-797-1000 | 702-797-3111 |
| 97 | STOLL-FRANK | BARBARA | NV117 | 1350 E FLAMINGO RD STE 13B | Las Vegas | Nevada | 89119 | 702-732-0024 | 702-796-0913 |
| 135 | FERRANTE | BARBARA | NV117 | 3540 WEST SAHARA AVE #E6 | Las Vegas | Nevada | 89102-5816 | 702-367-6252 | 702-367-6421 |
| 321 | YALE | DONALD | NV117 | 4001 S DECATUR BLVD STE 37 | Las Vegas | Nevada | 89103-5800 | 702-871-9080 | 702-871-5945 |
| 375 | HALOVICH | DANE | NV117 | 840 S RANCHO DR #4 | Las Vegas | Nevada | 89106 | 702-870-7260 | 702-870-9597 |
| 528 | HEINIGER | LOREN | NV117 | 3870 E FLAMINGO RD STE A2 | Las Vegas | Nevada | 89121 | 702-454-1700 | 702-454-6525 |
| 715 | WATSON | DIANE | NV117 | 4616 W SAHARA AVE | Las Vegas | Nevada | 89102-3796 | 702-878-8999 | 702-878-5108 |
| 748 | Weiss | Adam | NV117 | 4132 S RAINBOW BLVD | Las Vegas | Nevada | 89103 | 702-362-1094 | 702-362-3281 |
| 975 | STAFFIERI | RONALD | NV117 | 3315 E RUSSELL RD STE A-4 | Las Vegas | Nevada | 89120-3477 | 702-451-4691 | 702-451-4809 |
| 1104 | Swatch | Jasbir | NV117 | 9030 W SAHARA AVE | Las Vegas | Nevada | 89117 | 702-363-0254 | 702-363-9170 |
| 1267 | TAKHTI | BABAK | NV117 | 1027 S RAINBOW BLVD | Las Vegas | Nevada | 89145-6232 | 702-870-6065 | 702-870-6887 |
| 1271 | Payton | Roger | NV117 | 2550 E DESERT INN RD | Las Vegas | Nevada | 89121-3611 | 702-369-5920 | 702-369-5925 |
| 1650 | Lim | Darryl | NV117 | 3395 S JONES BLVD | Las Vegas | Nevada | 89146 | 702-221-9175 | 702-221-9341 |
| 1832 | Swatch | Jasbir | NV117 | 5840 W CRAIG RD STE #120 | Las Vegas | Nevada | 89130 | 702-396-9400 | 702-448-4455 |
| 2061 | DuFort | Carla | NV117 | 2251 N RAMPART BLVD | Las Vegas | Nevada | 89128 | 702-256-4578 | 702-256-4971 |
| 2122 | Patel | Tejas | NV117 | 7435 S EASTERN AVE STE 105 | Las Vegas | Nevada | 89123 | 702-263-6200 | 702-263-6222 |
| 2938 | COX | GEORGE | NV117 | 7065 W ANN RD STE 130 | Las Vegas | Nevada | 89130 | 702-839-1871 | 702-839-1873 |
| 3246 | NERO | DEREK | NV117 | 7500 W LAKE MEAD BLVD C9 | Las Vegas | Nevada | 89128 | 702-240-2800 | 702-360-9351 |
| 3487 | LOTT | TOM | NV117 | 1930 VILLAGE CENTER CIR STE 3 | Las Vegas | Nevada | 89134-6245 | 702-341-7722 | 702-341-9966 |
| 3521 | COX | GEORGE | NV117 | 4045 S BUFFALO DR STE A-101 | Las Vegas | Nevada | 89147-7480 | 702-365-9919 | 702-365-9922 |
| 3627 | PETERSEN | KELLY | NV117 | 9811 W CHARLESTON BLVD STE 2 | Las Vegas | Nevada | 89117 | 702-951-0000 | 702-951-0024 |
| 3836 | GRATZ | JOHN | NV117 | 5516 BOULDER HWY STE 2F | Las Vegas | Nevada | 89122 | 702-547-4356 | 702-547-4358 |
| 3960 | Messina | AnnMarie | NV117 | 7575 W. WASHINGTON BLVD STE 127 | Las Vegas | Nevada | 89128 | 702-838-0681 | 702-838-5659 |
| 4102 | DELPONTE | ALIDA | NV117 | 8550 W CHARLESTON BLVD STE 102 | Las Vegas | Nevada | 89117 | 702-838-3623 | 702-838-3625 |
| 4119 | YALE | DONALD | NV117 | 9360 W FLAMINGO RD STE 110 | Las Vegas | Nevada | 89147 | 702-247-6980 | 702-247-9671 |
| 4128 | Payton | Roger | NV117 | 9850 S MARYLAND PARKWAY STE A-5 | Las Vegas | Nevada | 89183 | 702-215-4546 | 702-215-4548 |
| 4148 | MANGAT | HARDEEP | NV117 | 3157 N RAINBOW BLVD STE K-7 | Las Vegas | Nevada | 89108 | 702-658-6964 | 702-658-7064 |
| 4213 | Singh | Harpartap | NV117 | 6440 SKYPOINTE DR STE 140 | Las Vegas | Nevada | 89131 | 702-396-3120 | 702-396-3122 |
| 4246 | LaBruzzo | Paul | NV117 | 5130 S FT APACHE RD STE 215 | Las Vegas | Nevada | 89148 | 702-312-3666 | 702-312-3667 |
| 4303 | TAKHTI | BABAK | NV117 | 8550 W DESERT INN RD STE 102 | Las Vegas | Nevada | 89117 | 702-838-6219 | 702-838-6279 |
| 4471 | COX | GEORGE | NV117 | 5841 E CHARLESTON BLVD STE 230 | Las Vegas | Nevada | 89142 | 702-452-6400 | 702-452-8889 |
| 4590 | PETERSEN | KELLY | NV117 | 10620 SOUTHERN HIGHLANDS PKWY STE 110 | Las Vegas | Nevada | 89141 | 702-896-6148 | 702-896-2926 |
| 5200 | BYRNE | STEPHEN | NV117 | 3565 LAS VEGAS BLVD S | Las Vegas | Nevada | 89109 | 702-457-2777 | 702-307-0762 |
| 5415 | COX | GEORGE | NV117 | 7580 LAS VEGAS BLVD SOUTH STE 115 | Las Vegas | Nevada | 89123 | 702-263-2634 | 702-269-5978 |
| 5478 | GRAHAM | EARL | NV117 | 450 SILVERADO RANCH BLVD #120 | Las Vegas | Nevada | 89183 | 702-383-8777 | 702-732-1072 |
| 5577 | BALDWIN | R | NV117 | 10170 W TROPICANA AVE #156 | Las Vegas | Nevada | 89147 | 702-307-8078 | 702-307-8378 |
| 5933 | Swatch | Jasbir | NV117 | 4262 BLUE DIAMOND RD STE 102 | Las Vegas | Nevada | 89139 | 702-407-2800 | 702-940-7801 |

| Center | Owner Last Name | Owner First Name | Area | Address | City | State | Zip | Phone | Fax |
|--------|-----------------|------------------|-------|--|-----------------|---------------|------------|--------------|--------------|
| 5959 | SEGAL | JEFFREY | NV117 | 8020 S RAINBOW BLVD STE 100 | Las Vegas | Nevada | 89139 | 702-307-4774 | 702-307-4835 |
| 6126 | BYRNE | NICOLE | NV117 | 3667 Las Vegas Boulevard South | Las Vegas | Nevada | 89109 | 702-785-5499 | 702-785-5511 |
| 6162 | BYRNE | NICOLE | NV117 | 3475 Las Vegas Boulevard S | Las Vegas | Nevada | 89109 | 702-693-6268 | 702-693-6272 |
| 6245 | BYRNE | NICOLE | NV117 | 3700 W FLAMINGO RD | Las Vegas | Nevada | 89103 | 702-777-2476 | 702-777-6565 |
| 6251 | BYRNE | NICOLE | NV117 | 3570 LAS VEGAS BLVD S | Las Vegas | Nevada | 89109 | 702-866-1100 | 702-866-1700 |
| 6309 | GOSIK | AL | NV117 | 2901 Las Vegas Blvd S | Las Vegas | Nevada | 89109 | 702-794-9500 | 702-794-9663 |
| 6366 | PENN | TAMICA | NV117 | 5757 Wayne Newton Blvd | Las Vegas | Nevada | 89119 | 702-261-1332 | 702-261-1334 |
| 6384 | McGOVERN | DAVID | NV117 | 3400 Paradise RD | Las Vegas | Nevada | 89169 | 702-784-5783 | 702-784-5781 |
| 6393 | OFFENBERG | COSHA | NV117 | 505 East Windmill Lane STE 1C | Las Vegas | Nevada | 89123 | 702-701-9993 | 702-701-9994 |
| 6535 | SEGAL | JEFFREY | NV117 | 11035 Lavender Hill Drive STE 160 | Las Vegas | Nevada | 89135 | 702-331-5512 | 702-331-5572 |
| 6545 | Jadotte | Michele | NV117 | 9310 S EASTERN AVE STE 107 | Las Vegas | Nevada | 89123 | 702-550-6724 | 702-550-4183 |
| 6590 | YALE | DONALD | NV117 | 8545 W WARM SPRINGS RD STE A-4 | Las Vegas | Nevada | 89113-3625 | 702-727-8965 | 702-727-8962 |
| 5659 | KOGER | STEVEN | NV117 | 4780 W ANN RD STE 5 | N Las Vegas | Nevada | 89031 | 702-212-5859 | 702-212-5865 |
| 6208 | PETERSEN | KELLY | NV117 | 5691 RICKENBACKER RD BLDG 431 | Nellis Afb | Nevada | 89191 | 702-643-4116 | 702-643-4114 |
| 2504 | Lim | Darryl | NV117 | 5546 CAMINO AL NORTE STE 2 | North Las Vegas | Nevada | 89031 | 702-631-4623 | 702-648-7329 |
| 4987 | TUNGOL | VILMA | NV117 | 5575 SIMMONS ST UNIT 1 | North Las Vegas | Nevada | 89031 | 702-212-0379 | 702-212-0381 |
| 5580 | KOGER | STEVEN | NV117 | 6935 ALIANTE PKWY STE 104 | North Las Vegas | Nevada | 89084 | 702-395-0114 | 702-395-1524 |
| 5932 | PENN | TAMICA | NV117 | 5892 LOSEE RD STE 132 | North Las Vegas | Nevada | 89081 | 702-487-5900 | 702-487-5959 |
| 4309 | FAULKNER | GERALD | NV117 | 150 SOUTH HWY #160 STE 8 | Pahrump | Nevada | 89048 | 775-751-9669 | 775-751-9550 |
| 949 | Walia | Hardyal | NV211 | 561 KEYSTONE AVE | RENO | Nevada | 89503 | 775-322-5105 | 775-322-9924 |
| 1292 | JOHNSON | MICHAEL | NV211 | 3983 S MCCARRAN BLVD | RENO | Nevada | 89502-7510 | 775-829-2456 | 775-829-2457 |
| 2972 | O'Connor | Michael | NV211 | 18124 WEDGE PKWY | RENO | Nevada | 89511-8134 | 775-852-1010 | 775-852-1924 |
| 3120 | CHIEN | ZHONG | NV211 | 10580 N MCCARRAN BLVD STE 115 | Reno | Nevada | 89503 | 775-746-3988 | 775-746-3551 |
| 4252 | OKORIE | SAM | NV211 | 216 LEMMON DR | RENO | Nevada | 89506 | 775-677-7888 | 775-677-7780 |
| 4290 | CHIEN | ZHONG | NV211 | 59 DAMONTE RANCH PKWY STE B | RENO | Nevada | 89521 | 775-852-3777 | 775-852-3815 |
| 4364 | ATWAL | INDERBIR | NV211 | 550 W PLUMB LN STE B | Reno | Nevada | 89509 | 775-828-6226 | 775-828-6234 |
| 5314 | CHIEN | ZHONG | NV211 | 748 S MEADOWS PKWY STE A-9 | RENO | Nevada | 89521 | 775-852-5575 | 775-852-5567 |
| 2057 | ELLIS | JAMES | NV211 | 1285 BARING BLVD | Sparks | Nevada | 89434 | 775-356-8000 | 775-356-8001 |
| 4720 | OKORIE | SAM | NV211 | 5245 VISTA BLVD | SPARKS | Nevada | 89436 | 775-354-1600 | 775-354-1602 |
| 3955 | KUHN | K | NV211 | 195 HWY 50 #104 / PO BOX 7172 | STATELINE | Nevada | 89449-7172 | 775-588-8200 | 775-588-8400 |
| 5118 | SOMERS | VAL | VT210 | 425 WASHINGTON ST | CLAREMONT | New Hampshire | 03743 | 603-542-1926 | 603-542-1968 |
| 677 | RICHARDS | MAUREEN | MA137 | 75 S MAIN ST | CONCORD | New Hampshire | 03301-4809 | 603-226-2848 | 603-226-1831 |
| 4686 | Withrow | Michael | MA137 | 35 MANCHESTER RD STE 11A | Derry | New Hampshire | 03038-3064 | 603-434-9899 | 603-434-9833 |
| 4927 | SOMERS | VAL | MA137 | 368 NH ROUTE 11 | FARMINGTON | New Hampshire | 03835 | 603-755-3332 | 603-755-3389 |
| 6528 | Reopel | Michael | MA137 | 3 Henniker Street | HILLSBORO | New Hampshire | 03244 | 603-680-4226 | 603-680-4420 |
| 5997 | AHUJA | KALPANA | MA137 | 142 LOWELL RD UNIT 17 | Hudson | New Hampshire | 03051 | 603-882-1877 | 603-882-1895 |
| 1594 | LAPOSTA | VINCENT | MA137 | 816 ELM ST | MANCHESTER | New Hampshire | 03101-2105 | 603-627-6245 | 603-625-1450 |
| 4236 | Reopel | Michael | MA137 | 497 HOOKSETT RD | MANCHESTER | New Hampshire | 03104 | 603-666-9800 | 603-666-5855 |
| 4511 | NAPIER | DAVE | MA137 | 373 S WILLOW ST | MANCHESTER | New Hampshire | 03103-5729 | 603-666-0000 | 603-666-0011 |
| 5174 | Cain | Douglas | MA137 | 45 LAFAYETTE RD LAFAYETTE CROSSING PLAZA | N Hampton | New Hampshire | 03862-2451 | 603-964-5022 | 603-964-5034 |
| 509 | TURTURICI | RONALD | MA137 | 131 DANIEL WEBSTER HWY | NASHUA | New Hampshire | 03060-5224 | 603-891-0120 | 603-891-0230 |
| 922 | TURTURICI | RONALD | MA137 | 20A NORTHWEST BLVD | NASHUA | New Hampshire | 03063-4066 | 603-595-4433 | 603-595-4333 |
| 3312 | DAVIDSON | G | VT210 | 1857 WHITE MOUNTAIN HWY | North Conway | New Hampshire | 03860-5002 | 603-356-4881 | 603-356-4873 |
| 3805 | Withrow | Michael | MA137 | 37 PLAISTOW RD UNIT 7 | Plaistow | New Hampshire | 03865-2837 | 603-382-0444 | 603-382-1818 |
| 3582 | YOUNGER | MARK | VT210 | 75 MAIN ST STE 4 | Plymouth | New Hampshire | 03264-1548 | 603-536-7766 | 603-536-2812 |
| 6117 | HEGER | STEPHEN | MA137 | 1931 WOODBURY AVE | Portsmouth | New Hampshire | 03801 | 603-319-8113 | 603-319-8115 |

| Center | Owner Last Name | Owner First Name | Area | Address | City | State | Zip | Phone | Fax |
|--------|-----------------|------------------|-------|---|---------------------|---------------|------------|--------------|--------------|
| 4548 | Withrow | Michael | MA137 | 215 S BROADWAY | SALEM | New Hampshire | 03079-3374 | 603-894-4702 | 603-893-9511 |
| 1510 | HOLLAND | MICHAEL | MA137 | 380 LAFAYETTE RD UNIT 11 | Seabrook | New Hampshire | 03874-4551 | 603-474-2420 | 603-474-2432 |
| 2438 | ZHOU | JINWEI | VT210 | 10 BENNING ST | West Lebanon | New Hampshire | 03784-3404 | 603-298-7890 | 603-298-7691 |
| 3584 | DIMINO | LAWRENCE | NJ208 | ONE CONVENTION BLVD | Atlantic City | New Jersey | 08401 | 609-449-2480 | 609-449-2478 |
| 771 | BAROT | PARIMALRAY | NJ258 | 1162 ST GEORGES AVE | Avenel | New Jersey | 07001-1263 | 732-750-0666 | 732-750-0909 |
| 2174 | Revuri | Manjusree | NJ257 | 5 LYONS MALL | BASKING RIDGE | New Jersey | 07920 | 908-221-1400 | 908-221-1139 |
| 5607 | CAROLLO | PATRICIA | NJ258 | 470 BROADWAY | Bayonne | New Jersey | 07002 | 201-339-1995 | 201-339-1997 |
| 805 | SHAH | RASHMI | NJ257 | 75 WASHINGTON VALLEY Rd, CN753 | Bedminster | New Jersey | 07921 | 908-781-2697 | 908-781-7781 |
| 5503 | BARRETTA | WILLIAM | NJ257 | 137 1/2 WASHINGTON AVE | Belleville | New Jersey | 07109-2977 | 973-751-4044 | 973-751-4110 |
| 4395 | BYUN | DAVID | NJ257 | 80 MORRISTOWN RD UNIT 3B | Bernardsville | New Jersey | 07924 | 908-696-9005 | 908-696-9004 |
| 6022 | PATEL | NIPUL | NJ208 | 1134 SO BLACK HORSE PIKE | BLACKWOOD | New Jersey | 08012 | 856-227-2003 | 856-227-2004 |
| 4565 | YO | INCHOL | NJ257 | 590 BLOOMFIELD AVE | BLOOMFIELD | New Jersey | 07003 | 973-259-0646 | 973-259-0647 |
| 4650 | SCHER | MICHAEL | NJ258 | 121 HAWKINS PL | Boonton | New Jersey | 07005 | 973-402-2232 | 973-402-5556 |
| 5952 | DeLUCA | RICHARD | NJ208 | 272 DUNNS MILL RD | Bordentown | New Jersey | 08505 | 609-324-0040 | 609-324-0070 |
| 4632 | PAGE | JOY | NJ257 | 990 CEDARBRIDGE AVE | Brick | New Jersey | 08723 | 732-451-9500 | 732-451-9501 |
| 4262 | YOUNAN | SUZANNE | NJ257 | 726 ROUTE 202 S STE 320 | BRIDGEWATER | New Jersey | 08807 | 908-575-1100 | 908-575-1850 |
| 4228 | HELMY | SAMIR | NJ257 | 549 A POMPTON AVE | Cedar Grove | New Jersey | 07009 | 973-857-1669 | 973-857-1955 |
| 4250 | HAN | JUNGKIL | NJ258 | 641 SHUNPIKE RD | Chatham | New Jersey | 07928 | 973-377-2214 | 973-377-1906 |
| 1316 | TURKHEIMER | STEVEN | NJ208 | 100 SPRINGDALE RD STE A3 | CHERRY HILL | New Jersey | 08003-2023 | 856-427-9544 | 856-427-9560 |
| 5445 | CHAPELLE | DIANE | NJ208 | 926 HADDONFIELD RD | CHERRY HILL | New Jersey | 08002 | 856-665-5717 | 856-665-5793 |
| 6365 | Ingleton | Brenda | NJ208 | 1409 Marlton Pike RTE 70 E STE 168 | CHERRY HILL | New Jersey | 08034 | 856-433-8159 | 856-433-8179 |
| 5497 | POLLARD | DONALD | NJ258 | 95 WEST MAIN ST STE 5 | CHESTER | New Jersey | 07930 | 908-879-0100 | 908-879-0115 |
| 6181 | GALAS | WOJCIECH | NJ208 | 141-I RTE 130 S | Cinnaminson | New Jersey | 08077 | 856-786-4000 | 856-786-4004 |
| 2608 | PACHECO | PERCY | NJ258 | 1360 CLIFTON AVE | CLIFTON | New Jersey | 07012-1343 | 973-777-0344 | 973-777-0434 |
| 4525 | MUTTERPERL | AARON | NJ258 | 1802 RTE 31 N | Clinton | New Jersey | 08809-2006 | 908-638-3500 | 908-638-9200 |
| 2918 | KIM | JAMES | NJ257 | 570 PIERMONT RD | Closter | New Jersey | 07624-3100 | 201-784-5555 | 201-784-7759 |
| 2421 | DANIEL | TOM | NJ257 | 16 SOUTH AVENUE WEST | Cranford | New Jersey | 07016-2811 | 908-931-0400 | 908-931-0044 |
| 5866 | DOUGHERTY | JAMES | NJ258 | 191 NORTH AVE | DUNELLEN | New Jersey | 08812 | 732-968-4900 | 732-968-4901 |
| 6499 | PATEL | MAHENDRA | NJ258 | 293 RT 18 SOUTH STE D | East Brunswick | New Jersey | 08816-1928 | 732-390-1122 | 732-390-1124 |
| 4614 | CHANG | YOUNG MO | NJ257 | 725 RIVER RD STE 32 | EDGEWATER | New Jersey | 07020 | 201-941-2165 | 201-941-2166 |
| 2947 | CHU | MYONG | NJ258 | 518 OLD POST RD STE 7 | Edison | New Jersey | 08817-4683 | 732-287-5155 | 732-287-0069 |
| 4035 | LIM | MARCUS | NJ258 | 1115 INMAN AVE | EDISON | New Jersey | 08820 | 908-757-6245 | 908-757-5757 |
| 4995 | SAVIO | ALFRED | NJ208 | 3121-D FIRE RD (GENUARDI'S PLAZA) | Egg Harbor Township | New Jersey | 08234 | 609-646-6070 | 609-646-6014 |
| 6418 | Dunlop | John | NJ257 | 5 TENAFLY ROAD | ENGLEWOOD | New Jersey | 07631 | 201-608-5566 | 201-608-5564 |
| 6174 | LEE | YONG | NJ257 | 650 E PALISADE AVE STE 2 | Englewood Cliffs | New Jersey | 07632-1830 | 201-871-5890 | 201-871-5894 |
| 2199 | YOON | KANG RO | NJ257 | 6-05 SADDLE RIVER RD | Fair Lawn | New Jersey | 07410-5610 | 201-797-3808 | 201-797-3355 |
| 6191 | WALLACE | JEFFREY | NJ257 | 12-45 RIVER RD | Fair Lawn | New Jersey | 07410 | 201-794-3935 | 201-794-3955 |
| 1752 | UPDEGRAFF | ERIC | NJ258 | 203 MAIN ST | Flemington | New Jersey | 08822-1610 | 908-806-4842 | 908-806-4843 |
| 3070 | HASCUP | DAVID | NJ257 | 96 LINWOOD PLAZA RTE 9 W | FORT LEE | New Jersey | 07024 | 201-363-8888 | 201-363-9888 |
| 6525 | Seidner | Ricardo | NJ257 | 852 Franklin Ave | Franklin Lakes | New Jersey | 07417 | 201-485-8801 | 201-485-8803 |
| 1182 | MARCINIAK | BERNARD | NJ257 | 3587 HWY 9 SHOP RITE CENTER | FREEHOLD | New Jersey | 07728 | 732-303-1331 | 732-303-8644 |
| 4475 | Graves | Bruce | NJ208 | 325 E JIMMIE LEEDS RD STE 7 | GALLOWAY | New Jersey | 08205 | 609-748-3366 | 609-748-0822 |
| 2270 | WOODSON | WARREN | NJ208 | Doubletree Shopping Center, 816 N DELSEA DR | Glassboro | New Jersey | 08028 | 856-582-8882 | 856-582-8115 |
| 4424 | SKETTINI | DENISE | NJ257 | 370 W PLEASANTVIEW AVE | Hackensack | New Jersey | 07601 | 201-646-1666 | 201-646-0558 |
| 2748 | Boernert | Wolfgang | NJ258 | 470 SCHOOLEYS MTN RD ROUTE 517 | HACKETTSTOWN | New Jersey | 07840 | 908-813-3800 | 908-813-2693 |
| 4157 | OLIN | KEN | NJ208 | 230 KINGS HWY EAST | Haddonfield | New Jersey | 08033 | 856-428-4400 | 856-428-4080 |
| 5688 | WEST | WALTER | NJ257 | 3817 CROSSWICKS-HAMILTON SQ RD UNIT G | Hamilton | New Jersey | 08691 | 609-581-6700 | 609-581-6710 |

| Center | Owner Last Name | Owner First Name | Area | Address | City | State | Zip | Phone | Fax |
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| 5309 | DANNER | JAMES | NJ257 | 649 US HWY 206 STE 9 | HILLSBOROUGH | New Jersey | 08844 | 908-359-2200 | 908-359-2242 |
| 6347 | Oh | Justin | NJ258 | 330 Washington ST | HOBOKEN | New Jersey | 07030 | 201-710-5900 | 201-526-4735 |
| 5589 | PATEL | KISHOR | NJ257 | 2275 WEST COUNTY LINE RD STE 6 | Jackson | New Jersey | 08527 | 732-905-0007 | 732-905-4043 |
| 368 | KIM | TAEWOO | NJ258 | 123 TOWN SQUARE PLACE | JERSEY CITY | New Jersey | 07310-1756 | 201-420-6633 | 201-420-6555 |
| 4620 | PATEL | JASHAVANTBH AI | NJ258 | 924 BERGEN AVE | JERSEY CITY | New Jersey | 07302 | 201-963-6060 | 201-963-5787 |
| 3308 | YAP | ROBERT | NJ258 | 2 KIEL AVE | Kinnelon | New Jersey | 07405-2551 | 973-492-9100 | 973-492-9111 |
| 985 | THURKAUF | PETER | NJ258 | 144 N BEVERWYCK RD | Lake Hiawatha | New Jersey | 07034-1909 | 973-335-5656 | 973-335-7030 |
| 2407 | ENGLER | MICHAEL | NJ257 | Lacey Mall 344 RTE 9 STE 5 | Lanoka Harbor | New Jersey | 08734-2830 | 609-693-4400 | 609-693-8660 |
| 611 | MOORE | BILLY | NJ257 | 716 NEWMAN SPRINGS RD | Lincroft | New Jersey | 07738-1523 | 732-450-1701 | 732-450-1705 |
| 4025 | VINNICK | SAM | NJ208 | 199 NEW RD STE #61 | LINWOOD | New Jersey | 08221 | 609-653-6777 | 609-653-6744 |
| 1611 | ELDRIDGE | STEPHEN | NJ258 | 163 E MAIN ST | Little Falls | New Jersey | 07424-1733 | 973-785-0099 | 973-785-0962 |
| 3667 | HELMY | SAMIR | NJ257 | 184 S LIVINGSTON AVE STE 9 | LIVINGSTON | New Jersey | 07039-3011 | 973-992-3339 | 973-992-3324 |
| 5528 | MOSHINSKY | ROBERT | NJ258 | 201 STRYKERS RD STE 19 | Lopatcong | New Jersey | 08865 | 908-213-6838 | 908-213-9272 |
| 4450 | TURKHEIMER | STEVEN | NJ208 | 1636-44 RTE 38 | LUMBERTON | New Jersey | 08048 | 609-518-6661 | 609-518-6669 |
| 3979 | PATEL | CHANDRAKANT | NJ258 | 235 MAIN ST | Madison | New Jersey | 07940 | 973-660-0800 | 973-660-0780 |
| 3080 | RICCARDI | JOHN | NJ257 | 115 FRANKLIN TPKE | Mahwah | New Jersey | 07430 | 201-828-5818 | 201-828-5819 |
| 607 | ENGLER | MICHAEL | NJ257 | Stafford Square 297 RTE 72 W | Manahawkin | New Jersey | 08050-2890 | 609-597-6311 | 609-597-1606 |
| 6454 | Panagakos | George | NJ257 | 345 HWY 9 S | Manalapan | New Jersey | 07726 | 732-536-4490 | 732-543-0245 |
| 3945 | MARCINIAK | BERNARD | NJ257 | 2435 HWY #34 STE B | Manasquan | New Jersey | 08736 | 732-292-1919 | 732-292-9150 |
| 5991 | CHAPELLE | DIANE | NJ208 | 1107 MANTUA PIKE STE 701 | MANTUA | New Jersey | 08051 | 856-464-2100 | 856-464-0444 |
| 5020 | ANDERSON | JONATHAN | NJ208 | 10 Willow Rd | Maple Shade | New Jersey | 08052 | 856-234-8722 | 856-234-8744 |
| 4396 | CHAPELLE | DIANE | NJ208 | 230 N MAPLE AVE STE B-1 | Marlton | New Jersey | 08053 | 856-988-7000 | 856-988-7980 |
| 4521 | PATEL | JASHAVANTBH AI | NJ257 | 253 MAIN ST | Matawan | New Jersey | 07747 | 732-441-4833 | 732-441-7344 |
| 5652 | SAVIO | ALFRED | NJ208 | 4450 E BLACK HORSE PIKE STE 3956B | Mays Landing | New Jersey | 08330 | 609-625-3333 | 609-625-3395 |
| 5322 | YOON | KARL | NJ257 | 130 W PLEASANT AVE | MAYWOOD | New Jersey | 07607 | 201-843-3009 | 201-843-3077 |
| 5122 | Patel | Amber | NJ208 | 3452 BROIDY RD (BX COMPLEX) | Mc Guire Afb | New Jersey | 08641 | 609-723-5000 | 609-723-5020 |
| 4397 | OLIN | KEN | NJ208 | 617 STOKES RD SUITE #4 | MEDFORD | New Jersey | 08055 | 609-654-1113 | 609-654-1109 |
| 1243 | RODGERS | CHARLES | NJ258 | 88 E MAIN ST | Mendham | New Jersey | 07945-1832 | 973-543-5577 | 973-543-5574 |
| 4260 | Lee | Jae Sun | NJ258 | 402 MAIN ST STE 100 | Metuchen | New Jersey | 08840 | 732-321-1577 | 732-321-0015 |
| 2103 | THOMAS | VINCENT | NJ257 | 1385 HWY 35 | Middletown | New Jersey | 07748 | 732-957-8222 | 732-957-8550 |
| 2245 | YO | INCHOL | NJ257 | 41 WATCHUNG PLZ | MONTCLAIR | New Jersey | 07042 | 973-744-6611 | 973-744-2240 |
| 5381 | SPIRIG | JOHN | NJ257 | 110 CHESTNUT RIDGE RD | Montvale | New Jersey | 07645 | 201-391-2250 | 201-391-2275 |
| 1748 | THURKAUF | PETER | NJ258 | 45 S. PARK PLACE | MORRISTOWN | New Jersey | 07960 | 973-538-0400 | 973-538-2040 |
| 1155 | KRAFT | JOSEPH | NJ208 | 3111 RTE 38 STE 11 | Mount Laurel | New Jersey | 08054-9762 | 856-234-7447 | 856-778-4271 |
| 5225 | CHAPELLE | DIANE | NJ208 | 157 BRIDGETON PIKE STE 200 | Mullica Hill | New Jersey | 08062 | 856-223-8616 | 856-223-8617 |
| 4433 | SPLER | CHARLES | NJ257 | 57 S MAIN ST | Neptune | New Jersey | 07753 | 732-502-0038 | 732-502-0078 |
| 1108 | KING | NANCY | NJ257 | 1253 SPRINGFIELD AVE | New Providence | New Jersey | 07974-1935 | 908-771-9600 | 908-771-0020 |
| 888 | PATEL | MAHENDRA | NJ258 | 2227 US HWY 1 | North Brunswick | New Jersey | 08902 | 732-821-1166 | 732-821-4330 |
| 3211 | RONEY | SAM | NJ258 | 5 SICOMAC RD | North Haledon | New Jersey | 07508 | 973-238-0015 | 973-238-0019 |
| 4745 | JOHNSON | MARSHALL | NJ258 | 5744 BERKSHIRE VALLEY RD | OAK RIDGE | New Jersey | 07438-4745 | 973-208-7002 | 973-208-7006 |
| 4635 | MALHOTRA | SANDEEP | NJ258 | 3171 US HWY 9 N & TICETOWN RD | Old Bridge | New Jersey | 08857-2690 | 732-679-3601 | 732-679-3604 |
| 923 | Gowe | Melissa | NJ257 | 297 KINDERKAMACK RD STE 101 | Oradell | New Jersey | 07649-1535 | 201-261-2200 | 201-261-6026 |
| 6177 | DUROSEAU | VILAIRE | NJ257 | 278 MAIN ST | Orange | New Jersey | 07050 | 973-414-1134 | 973-414-1294 |
| 5280 | TENEBRUSO | GERARD | NJ258 | 1056 NJ STATE HWY 9 SOUTH | Parlin | New Jersey | 08859 | 732-721-7088 | 732-721-7099 |
| 5201 | PATEL | MAMTA | NJ257 | 800 DENOW RD | PENNINGTON | New Jersey | 08534 | 609-737-3800 | 609-737-3633 |
| 6458 | CHOWDHARY | INDERJEET | NJ258 | 1297 Cenntennial AVE STE 5 | Piscataway | New Jersey | 08854 | 732-624-9300 | 732-624-9112 |
| 4530 | Mehta | Rachna | NJ258 | 10 SCHALKS CROSSING RD | Plainsboro | New Jersey | 08536-1612 | 609-275-9877 | 609-275-9897 |
| 5230 | HELMY | SAMIR | NJ258 | 55 WANAQUE AVE POMPTON LAKES TOWNE SQ | Pompton Lakes | New Jersey | 07442 | 973-248-0303 | 973-248-0308 |

| Center | Owner Last Name | Owner First Name | Area | Address | City | State | Zip | Phone | Fax |
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| 2026 | SHAH | NIHIR | NJ257 | 174 NASSAU ST | PRINCETON | New Jersey | 08542 | 609-924-0759 | 609-924-0582 |
| 2604 | PATEL | BHARAT | NJ257 | 301 N HARRISON ST (PRINCETON SHPG CTR) | Princeton | New Jersey | 08540-3512 | 609-924-6059 | 609-924-2905 |
| 1863 | KIM | JIN | NJ257 | 1092 ST GEORGES AVE | Rahway | New Jersey | 07065-2664 | 732-388-4646 | 732-388-8008 |
| 5911 | Vijayakumar | Vimala | NJ257 | 120 E MAIN ST | RAMSEY | New Jersey | 07446 | 201-995-1003 | 201-995-1033 |
| 3488 | MARCINIAK | BERNARD | NJ257 | 68 WHITE ST STE 7 | Red Bank | New Jersey | 07701 | 732-530-0664 | 732-530-6621 |
| 3490 | PALACIO | MARIO | NJ257 | 38 E RIDGEWOOD AVE | Ridgewood | New Jersey | 07450-3808 | 201-612-8119 | 201-612-7449 |
| 5410 | CARROLL | PAMELA | NJ208 | 3301 RT 9 SOUTH STE 8 | Rio Grande | New Jersey | 08242 | 609-465-8800 | 609-465-8839 |
| 1114 | MARRONE | JOSEPH | NJ258 | 179 RTE 46 W STE 15 | Rockaway | New Jersey | 07866-4046 | 973-586-1100 | 973-586-1314 |
| 5821 | NAGIB | HANI | NJ257 | 579 RARITAN RD STE B | Roselle | New Jersey | 07203-2445 | 908-298-1122 | 908-298-1110 |
| 5785 | KIM | JAEHOON | NJ257 | 1 ORIENT WAY STE F | Rutherford | New Jersey | 07070 | 201-939-5200 | 201-939-5207 |
| 3400 | DOUGHERTY | JAMES | NJ257 | 2560 RTE 22 EAST | Scotch Plains | New Jersey | 07076-1529 | 908-301-1900 | 908-301-1911 |
| 1222 | SHAH | NIHIR | NJ257 | 450 ST HWY 35 | SHREWSBURY | New Jersey | 07702 | 732-389-8586 | 732-389-8760 |
| 5150 | WOODSON | WARREN | NJ208 | 542 BERLIN CROSS KEYS RD #3 | SICKLERVILLE | New Jersey | 08081 | 856-262-1499 | 856-262-1422 |
| 4026 | SHAH | RASHMI | NJ257 | 1330 RTE 206 | SKILLMAN | New Jersey | 08558 | 609-497-0202 | 609-497-4705 |
| 5978 | BOWDEN | LESLIE | NJ208 | 700A S WHITE HORSE PIKE | Somerdale | New Jersey | 08083 | 856-784-9600 | 856-784-9610 |
| 3621 | PATEL | MAHESH | NJ257 | 1075 EASTON AVE STE 11 | Somerset | New Jersey | 08873-1648 | 732-247-8007 | 732-247-8009 |
| 6081 | SHAH | RASHMI | NJ257 | 458 ELIZABETH AVE STE 5 | Somerset | New Jersey | 08873-1220 | 732-469-1348 | 732-469-1679 |
| 6091 | BERKELEY | GEORGE | NJ257 | 4 SOUTH ORANGE AVE | South Orange | New Jersey | 07079 | 973-821-5380 | 973-821-5379 |
| 4915 | DOUGHERTY | JAMES | NJ258 | 150 MAPLE AVE | South Plainfield | New Jersey | 07080 | 908-561-8300 | 908-561-6443 |
| 1862 | DANIEL | TOM | NJ258 | 270 SPARTA AVE STE 104 | SPARTA | New Jersey | 07871-1122 | 973-729-9800 | 973-729-5644 |
| 4925 | Chang | Jason | NJ258 | 426 MAIN ST | Spotswood | New Jersey | 08884 | 732-251-0100 | 732-251-0101 |
| 1846 | KIM | JAE | NJ258 | ROXBURY MALL 275-220 RTE 10 EAST | Succasunna | New Jersey | 07876 | 973-927-6090 | 973-927-3484 |
| 5872 | LA VECCHIA | THOMAS | NJ257 | 55 UNION PLACE | SUMMIT | New Jersey | 07901 | 908-273-7000 | 908-273-7009 |
| 4958 | RONEY | SAM | NJ257 | 492C CEDAR LANE | Teaneck | New Jersey | 07666 | 201-836-8777 | 201-836-8884 |
| 3258 | TREROTOLA | THOMAS | NJ257 | 24 W RAILROAD AVE | Tenaflly | New Jersey | 07670-1735 | 201-871-2226 | 201-871-7308 |
| 763 | KURIEN | ABRAHAM | NJ257 | 1358 HOOPER AVE STE D6 | Toms River | New Jersey | 08753-2882 | 732-286-4222 | 732-286-4919 |
| 6342 | Mullen | Robert | NJ257 | 2360 LAKEWOOD RD STE 3 | Toms River | New Jersey | 08755 | 732-276-8572 | 732-276-8359 |
| 507 | ANDERSON | JOHN | NJ257 | 1977 N OLDEN AVE EXT | Trenton | New Jersey | 08618 | 609-530-1010 | 609-530-0660 |
| 4122 | SHAH | HITESH | NJ257 | 957 RTE 33 | TRENTON | New Jersey | 08690 | 609-584-1011 | 609-584-9771 |
| 5132 | KIM | HYUN | NJ257 | 1992 MORRIS AVE | UNION | New Jersey | 07083 | 908-964-2600 | 908-964-2601 |
| 1314 | POLOFF | FRED | NJ208 | 237 S DELSEA DR | VINELAND | New Jersey | 08360-4550 | 856-692-4900 | 856-692-7177 |
| 3850 | PAK | DAVID | NJ257 | 1933 HWY 35 | Wall | New Jersey | 07719 | 732-974-1190 | 732-974-9474 |
| 3375 | TANEJA | TARSEM | NJ257 | 16 MT BETHEL RD | Warren | New Jersey | 07059-5604 | 908-226-8760 | 908-226-8765 |
| 948 | KIM | JINWAN | NJ258 | 189 BERDAN AVE | WAYNE | New Jersey | 07470-3233 | 973-628-1901 | 973-628-1531 |
| 3286 | CHOI | CASEY | NJ258 | 576 VALLEY RD | Wayne | New Jersey | 07470 | 973-696-5300 | 973-696-5301 |
| 1780 | KIM | HYUN | NJ257 | 759 BLOOMFIELD AVE | West Caldwell | New Jersey | 07006-6701 | 973-403-0440 | 973-403-8820 |
| 876 | JOHNSON | DEBORAH | NJ258 | 1614 UNION VALLEY RD STE O | West Milford | New Jersey | 07480-2200 | 973-728-7770 | 973-728-1117 |
| 1029 | HOLLANDER | DAVID | NJ257 | 623 EAGLE ROCK AVE | West Orange | New Jersey | 07052 | 973-669-8180 | 973-669-8330 |
| 2682 | PATEL | MAMTA | NJ257 | 295 PRINCETON HIGHTSTOWN RD | West Windsor | New Jersey | 08550-3123 | 609-897-9100 | 609-897-1011 |
| 1567 | AUMAN | NEAL | NJ257 | 208 LENOX AVE | WESTFIELD | New Jersey | 07090 | 908-654-8200 | 908-654-0222 |
| 1588 | Meawad | Maher | NJ257 | 700-76 BROADWAY | WESTWOOD | New Jersey | 07675 | 201-666-6464 | 201-666-0044 |
| 1580 | Garica | Carlos | NJ258 | 831 ROUTE 10 STE 38 | Whippany | New Jersey | 07981-1154 | 973-428-7279 | 973-428-7274 |
| 4645 | HAHN | DAVID | NJ258 | 531 RT 22E | Whitehouse Station | New Jersey | 08889 | 908-534-7734 | 908-534-7735 |
| 6553 | Park | Byung | NJ258 | 10 Main St | Woodbridge | New Jersey | 07095 | 732-855-3500 | 732-855-3501 |
| 699 | Luckow | Stefanie | NJ257 | 637 WYCKOFF AVE | Wyckoff | New Jersey | 07481-1442 | 201-848-1008 | 201-848-0058 |
| 105 | Mahat | Ram | NM114 | 933 SAN MATEO BLVD NE STE 500 | Albuquerque | New Mexico | 87108-1470 | 505-266-4796 | 505-266-1789 |
| 620 | McNELIS | JANET | NM114 | 13170 CENTRAL AVE SE STE B | Albuquerque | New Mexico | 87123 | 505-346-1073 | 505-346-1075 |

| Center | Owner Last Name | Owner First Name | Area | Address | City | State | Zip | Phone | Fax |
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| 751 | SHOQUIST | SANDRA | NM114 | 3301 COORS RD NW STE R | Albuquerque | New Mexico | 87120 | 505-831-1001 | 505-831-1031 |
| 937 | ANSLOAN | JOHN | NM114 | 2270 WYOMING BLVD NE STE D | Albuquerque | New Mexico | 87112 | 505-275-3302 | 505-293-6197 |
| 1212 | Saubert | William | NM114 | 11024 MONTGOMERY BLVD NE | Albuquerque | New Mexico | 87111-3962 | 505-299-9662 | 505-299-9031 |
| 2210 | REARDON | KEN | NM114 | 3167 SAN MATEO NE | Albuquerque | New Mexico | 87110 | 505-883-0207 | 505-883-0344 |
| 3554 | WHITESAGE | KIMBERLY | NM114 | 8201 GOLF COURSE RD NW STE D3 | Albuquerque | New Mexico | 87120 | 505-792-0917 | 505-792-0926 |
| 3900 | FITZWATER | SCOTT | NM114 | 8100 WYOMING BLVD NE | Albuquerque | New Mexico | 87113-1923 | 505-858-1600 | 505-858-1601 |
| 4275 | Mahat | Ram | NM114 | 5901-J WYOMING BLVD NE | Albuquerque | New Mexico | 87109 | 505-821-8355 | 505-821-8344 |
| 5067 | Saubert | William | NM114 | 12231 ACADEMY RD NE UNIT 301 | Albuquerque | New Mexico | 87111 | 505-323-8345 | 505-323-5878 |
| 5654 | WHITESAGE | KIMBERLY | NM114 | 6100 4TH ST NW STE A | Albuquerque | New Mexico | 87107 | 505-345-1900 | 505-345-1902 |
| 6287 | URBINA | VICTOR | NM114 | 2720 Central Ave SE STE G | Albuquerque | New Mexico | 87106 | 505-266-6242 | 505-266-6252 |
| 6336 | Saubert | William | NM114 | 3705 ELLISON BLVD NW STE B-1 | Albuquerque | New Mexico | 87114 | 505-898-2222 | 505-898-3548 |
| 5448 | KUMAR | DINESH | NM114 | 3608 N PRINCE ST STE C | CLOVIS | New Mexico | 88101 | 575-762-7675 | 575-762-7524 |
| 2575 | LUNNON | MICHAEL | NM114 | 2418 E HISTORIC HWY 66 | Gallup | New Mexico | 87301-4767 | 505-722-2818 | 505-722-3212 |
| 522 | ESTEVES | ENRIQUE | TX145 | 2001 E. LOHMAN AVE # 110 | Las Cruces | New Mexico | 88001-3167 | 575-523-0083 | 575-523-9509 |
| 1230 | ESTEVES | ENRIQUE | TX145 | 1300-G EL PASEO RD | Las Cruces | New Mexico | 88001 | 575-523-2820 | 575-523-0810 |
| 5511 | ESTEVES | ENRIQUE | TX145 | 2521 N MAIN ST UNIT 1 | Las Cruces | New Mexico | 88001 | 575-526-9235 | 575-526-2540 |
| 6594 | Montoya | Raquel | NM114 | 1402 MAIN ST NW STE B | Los Lunas | New Mexico | 87031 | 505-866-9081 | 505-866-9122 |
| 139 | CLARK | DOUGLAS | NM114 | 1380 RIO RANCHO BLVD SE | Rio Rancho | New Mexico | 87124-1006 | 505-892-5039 | 505-892-5265 |
| 3958 | Mahat | Ram | NM114 | 7820 ENCHANTED HILLS BLVD STE A | Rio Rancho | New Mexico | 87144 | 505-771-2810 | 505-771-2812 |
| 4804 | HUSAIN | SYED | NM114 | 115 E COLLEGE BLVD | Roswell | New Mexico | 88201 | 575-623-6245 | 575-623-6248 |
| 1750 | NATHAN | LESLIE | NM114 | 223 N GUADALUPE ST | Santa Fe | New Mexico | 87501-1850 | 505-982-0974 | 505-982-0698 |
| 6324 | Saubert | William | NM114 | 3201 ZAFARANO DR STE C | Santa Fe | New Mexico | 87507 | 505-438-2427 | 505-438-2447 |
| 6411 | Saubert | William | NM114 | 3005 S. St Francis DR STE 1-D | Santa Fe | New Mexico | 87505 | 505-983-9831 | 505-983-9609 |
| 3822 | HOLGUIN | DONNA | NM114 | 2340 US HWY 180 EAST | SILVER CITY | New Mexico | 88061 | 575-534-8487 | 575-534-8491 |
| 2317 | TIMBER | JEANNE | NM114 | 1335 PASEO DEL PUEBLO SUR UNIT 1 | Taos | New Mexico | 87571 | 575-758-8647 | 575-758-8667 |
| 917 | CLARK | BRIAN | VT210 | 1971 WESTERN AVE | Albany | New York | 12203 | 518-452-6085 | 518-452-6392 |
| 3639 | WADSWORTH | WADE | VT210 | 911 CENTRAL AVE WESTGATE PLAZA | ALBANY | New York | 12206-1304 | 518-458-8181 | 518-458-8148 |
| 6114 | | | NJ257 | 201 IU WILLETS RD | Albertson | New York | 11507-1599 | 516-465-1521 | 516-465-3728 |
| 312 | PAGLIAROLI | JAMES | NY185 | 3380 SHERIDAN DR | Amherst | New York | 14226 | 716-834-6388 | 716-834-2884 |
| 767 | PAGLIAROLI | JAMES | NY185 | 3840 E ROBINSON RD | Amherst | New York | 14228-2001 | 716-691-7264 | 716-691-7510 |
| 4705 | MANZELLA | SCOTT | NY185 | 3500 MAIN ST STE 130 UNIVERSITY PLAZA | Amherst | New York | 14226 | 716-332-2323 | 716-332-2339 |
| 5552 | ALLEY | CHARLES | VT210 | 4879 STATE HWY 30 PERTH PLAZA STE 3 | AMSTERDAM | New York | 12010 | 518-843-0550 | 518-843-0553 |
| 2202 | LIM | CHANGSUNG | CT120 | 923 SAWMILL RIVER RD | Ardasley | New York | 10502 | 914-674-8405 | 914-674-8407 |
| 5706 | SINGH | SWARANJIT | NY266 | 28-24 STEINWAY ST | ASTORIA | New York | 11103 | 718-204-7770 | 718-204-6118 |
| 4789 | CHURCHILL | GLENN | VT210 | 144 GENESEE ST STE 102 | AUBURN | New York | 13021 | 315-282-0622 | 315-282-0613 |
| 4607 | BARTLETT | RAYMOND | NJ257 | 26 RAILROAD AVE | Babylon | New York | 11702 | 631-321-8810 | 631-321-8812 |
| 1137 | ZACCARIA | RICHARD | VT210 | 8417 OSWEGO RD | BALDWINSVILLE | New York | 13027-9182 | 315-622-1300 | 315-622-4500 |
| 6157 | YEAGER | WILLIAM | NY185 | 8351 LEWISTON RD STE 3 | BATAVIA | New York | 14020 | 585-201-7050 | 585-201-7052 |
| 4461 | YEE | LARRY | NY266 | 213-37 39TH AVE | Bayside | New York | 11361 | 718-224-3262 | 718-224-2105 |
| 4872 | BELZ | MICHAEL | VT210 | 1235 UPPER FRONT ST STE 5 | Binghamton | New York | 13905 | 607-722-0400 | 607-722-3075 |
| 1338 | SIEMBIEDA | STANLEY | NY185 | 4408 MILESTRIP RD | Blasdell | New York | 14219-2553 | 716-825-7166 | 716-825-7163 |
| 4623 | DIVEN | STEVEN | VT210 | 1511 RTE 22 | BREWSTER | New York | 10509-4020 | 845-279-8772 | 845-279-3108 |
| 5527 | BARAK | FARDEEN | CT120 | 72 N STATE RD | Briarcliff Manor | New York | 10510 | 914-941-4120 | 914-941-4132 |
| 1145 | PHILIPPONE | JOHN | NY185 | 6558 4TH SECTION RD | BROCKPORT | New York | 14420-2472 | 585-637-0130 | 585-637-4056 |
| 1363 | AHN | TED | CT120 | 81 PONDFIELD RD | Bronxville | New York | 10708 | 914-779-0140 | 914-779-0161 |
| 3678 | WALLACE | ALLAN | NY266 | 320 7TH AVE | Brooklyn | New York | 11215-4105 | 718-499-0464 | 718-499-0021 |
| 4844 | BAR-AM | AVNER | NY266 | 8225 5TH AVE | Brooklyn | New York | 11209 | 718-680-8225 | 718-680-8228 |
| 4962 | Liu | THY | NY266 | 9322 3RD AVENUE | BROOKLYN | New York | 11209 | 718-759-9100 | 718-759-9133 |
| 5236 | Pahk | Sanford | NY266 | 137 MONTAGUE ST | BROOKLYN | New York | 11201 | 718-802-0900 | 718-802-0902 |
| 5412 | BASHIR | MOHAMMAD | NY266 | 2152 RALPH AVE | BROOKLYN | New York | 11234 | 718-444-0092 | 718-444-0117 |

| Center | Owner Last Name | Owner First Name | Area | Address | City | State | Zip | Phone | Fax |
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| 5526 | TAYLOR | MARK | NY266 | 315 FLATBUSH AVE | Brooklyn | New York | 11217 | 718-701-5294 | 718-701-2869 |
| 5546 | Choudhury | Shahriar | NY266 | 7105 3RD AVE | BROOKLYN | New York | 11209 | 718-238-1805 | 718-238-1807 |
| 5673 | PATEL | KETAN | NY266 | 144 N 7TH ST | BROOKLYN | New York | 11211 | 718-218-6440 | 718-218-6499 |
| 5909 | WALLACE | ALLAN | NY266 | 165 COURT ST | Brooklyn | New York | 11201 | 718-254-0392 | 718-254-0394 |
| 682 | CHRISTIE | HAROLD | NY185 | 2316 DELAWARE AVE | Buffalo | New York | 14216 | 716-877-7711 | 716-877-3329 |
| 861 | McQuay | Sara | NY185 | 266 ELMWOOD AVE | BUFFALO | New York | 14222-2202 | 716-885-5902 | 716-886-3027 |
| 6639 | PAGLIAROLI | JAMES | NY185 | 520 LEE RD STE 105 | BUFFALO | New York | 14228 | 716-636-8440 | 716-636-8468 |
| 6531 | Zhu | Shifeng (Mike) | NJ257 | 209 Glen Cove Road | Carle Place | New York | 11514 | 516-877-5968 | 516-877-9773 |
| 2299 | NATANIOS | FRANK | NY185 | 3842 HARLEM RD | Cheektowaga | New York | 14215 | 716-839-0755 | 716-839-4678 |
| 3671 | Lonski | Sue | NY185 | 3843 UNION RD STE 15 | Cheektowaga | New York | 14225-4248 | 716-686-0257 | 716-686-0429 |
| 4557 | SORENSEN | STEVEN | VT210 | 5701 E CIRCLE DR | Cicero | New York | 13039 | 315-452-3343 | 315-452-3361 |
| 3259 | WADSWORTH | WADE | VT210 | 5 SOUTHSIDE DR | Clifton Park | New York | 12065 | 518-373-5848 | 518-373-5856 |
| 4706 | Sarang | Kajal | VT210 | 1843 CENTRAL AVE | Colonie | New York | 12205 | 518-452-7877 | 518-452-0877 |
| 4885 | SZCZUROWSKI | MARC | NJ257 | 169 COMMACK RD | Commack | New York | 11725 | 631-858-2332 | 631-858-2333 |
| 3267 | DIAZ | DAVID | CT120 | 75 LAKE RD UNIT A | Congers | New York | 10920 | 845-267-0561 | 845-267-0465 |
| 3983 | NICHOLSON | BARRY | VT210 | 85 DENISON PKWY E | CORNING | New York | 14830 | 607-936-6223 | 607-936-2307 |
| 5582 | STEWART | MICHAEL | CT120 | 420 S RIVERSIDE AVE | Croton On Hudson | New York | 10520-3029 | 914-271-0103 | 914-271-0104 |
| 1765 | BROWN | MICHAEL | NY185 | 5165 BROADWAY | DEPEW | New York | 14043-4012 | 716-681-8680 | 716-681-8683 |
| 684 | FALLIS | CAROLYN | VT210 | 4465 E GENESEE ST | Dewitt | New York | 13214-2242 | 315-445-1515 | 315-445-2288 |
| 5490 | Hazard | Richard | NY185 | 174 MAIN ST | EAST AURORA | New York | 14052 | 716-652-1580 | 716-652-1582 |
| 5316 | Borgida | Susan | NJ257 | 81 NEWTOWN LN | East Hampton | New York | 11937 | 631-907-1100 | 631-907-9800 |
| 5603 | KARSON | DAVID | NJ257 | 1936 HEMPSTEAD TURNPIKE | East Meadow | New York | 11554 | 516-280-3363 | 516-280-3364 |
| 4860 | SZCZUROWSKI | MARC | NJ257 | 1 HEWITT SQUARE | East Northport | New York | 11731 | 631-754-4400 | 631-754-4710 |
| 3919 | Ganter | Howard | VT210 | 26000 US RTE 11 | Evans Mills | New York | 13637 | 315-629-0424 | 315-629-1916 |
| 193 | Dotterer | Neal | NY185 | 144 FAIRPORT VILLAGE LANDING | FAIRPORT | New York | 14450-1804 | 585-425-7255 | 585-425-7381 |
| 764 | FALLIS | CAROLYN | VT210 | 201 W GENESEE ST | FAYETTEVILLE | New York | 13066-1313 | 315-637-1515 | 315-637-2122 |
| 4839 | SHAH | RASHMIKA | VT210 | 982 MAIN ST STE 4 | Fishkill | New York | 12524 | 845-897-0097 | 845-897-0099 |
| 6083 | SINGH | SWARANJIT | NY266 | 35-11B FARRINGTON ST | FLUSHING | New York | 11354 | 718-961-2724 | 718-961-2738 |
| 3867 | SINGH | SWARANJIT | NY266 | 72-11 AUSTIN ST | FOREST HILLS | New York | 11375 | 718-793-1800 | 718-793-2527 |
| 5338 | SEIFERT | MARY | NJ257 | 672 DOGWOOD AVE | Franklin Square | New York | 11010 | 516-292-0990 | 516-292-0930 |
| 5265 | HERNANDEZ | MIGUEL | NJ257 | 53 E MERRICK RD | Freeport | New York | 11520 | 516-378-8300 | 516-379-4700 |
| 3869 | TANG | QIHUANG | NY266 | 176-25 UNION TPKE | Fresh Meadows | New York | 11366 | 718-820-0630 | 718-820-0914 |
| 691 | SEIFERT | MARY | NJ257 | 734 FRANKLIN AVE | GARDEN CITY | New York | 11530 | 516-741-6245 | 516-741-0120 |
| 4989 | BHATIA | RAJIV | NJ257 | 2417 JERICHO TURNPIKE | GARDEN CITY PARK | New York | 11040 | 516-248-7888 | 516-248-7890 |
| 1625 | ORSINI | RICHARD | NY185 | 300 LIBERTY COMMONS | GENEVA | New York | 14456 | 315-781-0007 | 315-781-0101 |
| 3846 | Tallon | Gregory | VT210 | 175 BROAD ST | Glens Falls | New York | 12801 | 518-792-4623 | 518-792-4467 |
| 593 | BEACH | RICHARD | VT210 | 123 SARATOGA RD STE 100 | Glenville | New York | 12302-4181 | 518-399-2052 | 518-399-1673 |
| 1043 | BHATIA | RAJIV | NJ257 | 10 BOND ST | Great Neck | New York | 11021-2045 | 516-466-1770 | 516-466-1774 |
| 1328 | STEFANIAK | DAVID | NY185 | 5999 S PARK AVE | Hamburg | New York | 14075 | 716-649-2000 | 716-649-7443 |
| 4948 | REATHERFORD | RONALD | NJ257 | 15 W MONTAUK HWY | Hampton Bays | New York | 11946 | 631-728-6100 | 631-728-6400 |
| 3264 | BRAET | DANIEL | NJ257 | 373 NESCONSET HWY | Hauppauge | New York | 11788-2516 | 631-382-5052 | 631-382-5075 |
| 6424 | SEIFERT | MARY | NJ257 | 1334 Pennisula BLVD | Hewlett | New York | 11557 | 516-791-8191 | 516-791-6245 |
| 5164 | BOVA | ANDREW | NJ257 | 17B E OLD COUNTRY RD | Hicksville | New York | 11801 | 516-822-8404 | 516-822-8408 |
| 6471 | TERRANCE | CAREY | VT210 | 8 State Route 37 STE 6 | Hogansburg | New York | 13655 | 518-333-0426 | 518-333-0427 |
| 5717 | Herman | Steven | NJ257 | 1069 MAIN ST | HOLBROOK | New York | 11741 | 631-648-0473 | 631-648-0489 |
| 5535 | POWELL | DOREEN | NY266 | 204-17 HILLSIDE AVE | Hollis | New York | 11423 | 718-776-1002 | 718-776-2009 |
| 5657 | SHAH | RASHMIKA | VT210 | 827 STATE ROUTE 82 STE 10 | HOPEWELL JUNCTION | New York | 12533 | 845-226-5070 | 845-226-6196 |
| 6273 | NICHOLSON | BARRY | VT210 | 110 N Main St | HORSEHEADS | New York | 14845 | 607-873-7161 | 607-767-6307 |
| 6495 | SHARMA | VISHAL | NY266 | 160-04 Cross Bay BLVD | Howard Beach | New York | 11414 | 718-322-2600 | 718-322-2602 |
| 5539 | CANTELE | TRACY | VT210 | 160 FAIRVIEW AVE STE 133 | HUDSON | New York | 12534 | 518-828-8777 | 518-822-8727 |

| Center | Owner Last Name | Owner First Name | Area | Address | City | State | Zip | Phone | Fax |
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| 1811 | SZCZUROWSKI | ROBERT | NJ257 | 223 WALL ST | Huntington | New York | 11743-2060 | 631-424-6245 | 631-424-6248 |
| 5362 | SARAYA | CYNTHIA | NJ257 | 273 WALT WHITMAN RD (RTE 110) | Huntington Station | New York | 11746 | 631-271-5100 | 631-271-5105 |
| 6252 | UHLIG | RICHARD | VT210 | 407 COLLEGE AVE | ITHACA | New York | 14850 | 607-319-0248 | 607-319-0224 |
| 6051 | TING | THOMAS | NY266 | 37-63 83RD ST | Jackson Heights | New York | 11372 | 718-672-1688 | 718-672-1689 |
| 5422 | DYCE (Deceased) | CORNELL | NY266 | 153-01 JAMAICA AVE (QUEENS) | Jamaica | New York | 11432 | 718-658-7000 | 718-658-7181 |
| 6427 | PHILLIPS | BRANDON | NY266 | 160-23 Rockaway Blvd | JAMAICA | New York | 11434 | 718-977-1041 | 718-977-1043 |
| 5096 | PAGLIAROLI | JAMES | NY185 | 708 FOOTE AVE | JAMESTOWN | New York | 14701 | 716-664-2402 | 716-664-2403 |
| 4377 | BHATIA | RAJIV | NJ257 | 471 N BROADWAY | JERICHO | New York | 11753 | 516-681-9222 | 516-681-9013 |
| 5211 | ARTY | JERRY | NY266 | 125-28 QUEENS BLVD | Kew Gardens | New York | 11415 | 718-261-4856 | 718-261-4586 |
| 4541 | ANDERSON | ELISE | VT210 | 230 KINGS MALL COURT | KINGSTON | New York | 12401 | 845-336-4877 | 845-336-3832 |
| 3190 | McLEAN | JEFFREY | VT210 | 1936 SARANAC AVE #3 | Lake Placid | New York | 12946 | 518-523-1865 | 518-523-1868 |
| 3687 | HEANING | KEN | VT210 | 595 NEW LOUDON RD | LATHAM | New York | 12110-4026 | 518-786-1847 | 518-786-1907 |
| 5341 | PHILLIPS | BRANDON | NY266 | 229-19 MERRICK BLVD | Laurelton | New York | 11413 | 718-977-0050 | 718-977-0366 |
| 1582 | JACKSON | KAREN | NJ257 | 94 GARDINERS AVE | Levittown | New York | 11756-3705 | 516-735-5120 | 516-735-5136 |
| 6143 | GAMBINO | THERESA | NY185 | 793 CENTER ST | LEWISTON | New York | 14092 | 716-405-7116 | 716-405-7190 |
| 1961 | GOLDSMITH | WALTER | NJ257 | 654 N WELLWOOD AVE STE D | Lindenhurst | New York | 11757-1672 | 631-225-6887 | 631-225-7076 |
| 6513 | Yee | Donald | NY266 | 248-25 Northern BLVD STE 1-J | Little Neck | New York | 11362 | 718-229-6513 | 718-229-6515 |
| 1208 | DeLAC | ERIC | NY185 | 5677 S TRANSIT RD | Lockport | New York | 14094-5842 | 716-439-4615 | 716-439-4617 |
| 6026 | BARTLETT | RAYMOND | NJ257 | 218 E PARK AVE | LONG BEACH | New York | 11561 | 516-208-7200 | 516-208-7198 |
| 6196 | Rommayanantakit | Leena | NY266 | 46-28 VERNON BLVD | Long Island City | New York | 11101 | 718-406-9385 | 718-406-9283 |
| 5533 | O'LEARY | THOMAS | VT210 | 960 ROUTE 6 | MAHOPAC | New York | 10541 | 845-621-5104 | 845-621-5106 |
| 2276 | GOLDSMITH | DONALD | CT120 | 1214 W BOSTON POST RD | Mamaroneck | New York | 10543-3332 | 914-833-1955 | 914-833-1969 |
| 3217 | KIM | CHULYOUNG | NJ257 | 565 PLANDOME RD | Manhasset | New York | 11030 | 516-869-0124 | 516-869-0129 |
| 1180 | AKIN | CHRISTOPHER | VT210 | 131 W SENECA ST STE B | MANLIUS | New York | 13104-2444 | 315-682-4999 | 315-682-4159 |
| 4235 | HERNANDEZ | MARIA | NJ257 | 4940 MERRICK RD | Massapequa Park | New York | 11762 | 516-799-4300 | 516-799-6300 |
| 4044 | SAVAN | AJAY | NJ257 | 2005 MERRICK RD | Merrick | New York | 11566 | 516-771-5556 | 516-771-5559 |
| 3406 | GREER | JASON | CT120 | 680 RTE 211 EAST | MIDDLETOWN | New York | 10941 | 845-703-1749 | 845-703-1709 |
| 306 | PAPPAS | PHILIP | CT120 | 487 E MAIN ST | Mount Kisco | New York | 10549-3420 | 914-666-4336 | 914-666-3866 |
| 3167 | DEGREGORIO | JOEL | NJ257 | 5507 10 NESCONSET HWY | MOUNT SINAI | New York | 11766 | 631-331-0560 | 631-331-0579 |
| 224 | SOKOLOVSKY | BORIS | CT120 | 119 ROCKLAND CENTER | Nanuet | New York | 10954-2956 | 845-624-3844 | 845-624-3848 |
| 982 | LEE | JOONG | CT120 | 1333A NORTH AVE | New Rochelle | New York | 10804-2120 | 914-633-6673 | 914-633-6772 |
| 4992 | CLEVENGER | JEFFERY | CT120 | 177A E MAIN STREET | New Rochelle | New York | 10801 | 914-576-7755 | 914-576-7754 |
| 1747 | McATEER | JAMES | CT120 | 367 WINDSOR HWY | New Windsor | New York | 12553-7900 | 845-565-2300 | 845-565-4300 |
| 304 | SETH | KETAN | NY160 | 101 WEST 23RD ST | NEW YORK | New York | 10011 | 212-529-3131 | 212-529-3511 |
| 444 | BUXANI | MOHAN | NY160 | 1040 1ST AVE | NEW YORK | New York | 10022-2902 | 212-688-8881 | 212-688-8849 |
| 523 | MACHADO | SANDRA | NY160 | 1202 LEXINGTON AVE | NEW YORK | New York | 10028-1425 | 212-439-6104 | 212-439-6107 |
| 526 | TAYLOR | JEROME | NY160 | 119 W 72ND ST | New York | New York | 10023 | 212-496-0216 | 212-496-4170 |
| 561 | RAHMAN | ABU | NY160 | 1636 3RD AVE | NEW YORK | New York | 10128-3622 | 212-410-7814 | 212-410-0927 |
| 647 | TAYLOR | MARK | NY160 | 1173A SECOND AVE | NEW YORK | New York | 10065 | 212-832-1390 | 212-832-1586 |
| 745 | TAYLOR | MARK | NY160 | 208 E 51ST ST | New York | New York | 10022 | 212-753-4800 | 212-753-4804 |
| 1052 | TAYLOR | JEROME | NY160 | ZECKENDORF TOWERS 111 E 14TH ST | New York | New York | 10003 | 212-979-8785 | 212-979-8806 |
| 1083 | TAYLOR | MARK | NY160 | 326 E 65TH ST | NEW YORK | New York | 10065 | 212-535-3325 | 212-535-3380 |
| 1227 | SETH | KETAN | NY160 | 527 3RD AVE | NEW YORK | New York | 10016 | 212-683-9634 | 212-683-9784 |
| 1492 | BUXANI | SHYAM | NY160 | 244 MADISON AVE | NEW YORK | New York | 10016-2817 | 212-532-5590 | 212-532-5375 |
| 1786 | KAPLAN | BRADLEY | NY160 | 603 W 115TH ST | NEW YORK | New York | 10025-7816 | 212-865-9601 | 212-865-9611 |
| 2992 | TAYLOR | JEROME | NY160 | 2576 BROADWAY | New York | New York | 10025-5657 | 212-866-5511 | 212-866-5533 |
| 4163 | RAHMAN | ABU | NY160 | 55 W 116TH ST | NEW YORK | New York | 10026 | 212-876-8800 | 212-876-8686 |

| Center | Owner Last Name | Owner First Name | Area | Address | City | State | Zip | Phone | Fax |
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| 4190 | WONG | JOHN | NY160 | 9 E 8TH ST | NEW YORK | New York | 10003 | 212-477-3350 | 212-477-9510 |
| 4248 | WONG | JOHN | NY160 | 305 W BROADWAY | New York | New York | 10013 | 212-680-3118 | 212-680-3119 |
| 4386 | KAPLAN | BRADLEY | NY160 | 2753 BROADWAY | New York | New York | 10025 | 212-222-1202 | 212-222-0585 |
| 4419 | KAPLAN | BRADLEY | NY160 | 130 7TH AVE | New York | New York | 10011 | 212-989-3593 | 212-989-3598 |
| 4472 | SPIES | DANIEL | NY160 | 809 W 181ST ST | New York | New York | 10033 | 212-740-9204 | 212-740-9217 |
| 4619 | SETH | KETAN | NY160 | 132 EAST 43RD ST (THE CHRYSLER BLDG) | NEW YORK | New York | 10017 | 212-867-0001 | 212-867-0002 |
| 4754 | SETH | NEERAJ | NY160 | 243 5TH AVE | NEW YORK | New York | 10016 | 212-213-1043 | 212-213-1031 |
| 4766 | SUSSMAN | YONATAN | NY160 | 82 NASSAU ST | NEW YORK | New York | 10038 | 212-406-9010 | 212-406-9008 |
| 4768 | LOPEZ | MARCOS | NY160 | 4768 BROADWAY | New York | New York | 10034-4916 | 212-304-0282 | 212-304-0283 |
| 4769 | KAPLAN | BRADLEY | NY160 | 888-C 8TH AVE | New York | New York | 10019 | 212-581-2669 | 212-581-2737 |
| 4831 | TAYLOR | JEROME | NY160 | 366 AMSTERDAM AVE | New York | New York | 10024 | 212-712-2611 | 212-712-2664 |
| 5017 | ONUORAH | SYLVESTER | NY160 | 2216 FREDERICK DOUGLAS BLVD | New York | New York | 10026 | 212-222-8260 | 212-222-8262 |
| 5138 | SETH | KETAN | NY160 | 1357 BROADWAY | NEW YORK | New York | 10018 | 212-736-3255 | 212-736-3258 |
| 5188 | KAPLAN | BRADLEY | NY160 | 1514 BROADWAY TOYS'R'US LOWER LEVEL | NEW YORK | New York | 10036 | 212-202-0651 | 646-366-8866 |
| 5296 | XU | EDWARD | NY160 | 64 BEAVER ST | NEW YORK | New York | 10004 | 212-514-7472 | 212-514-7511 |
| 5388 | WONG | JOHN | NY160 | 319 LAFAYETTE ST | New York | New York | 10012 | 212-625-0080 | 212-625-9262 |
| 5472 | KAPLAN | BRADLEY | NY160 | 388 2ND AVE | NEW YORK | New York | 10010 | 212-375-8292 | 646-356-6936 |
| 5565 | MACHADO | SANDRA | NY160 | 1324 LEXINGTON AVE | New York | New York | 10128-1145 | 212-369-6789 | 212-369-6276 |
| 5691 | PANCHMIA | KEVIN | NY160 | 1 PENN PLAZA | NEW YORK | New York | 10119 | 212-290-8009 | 212-290-8089 |
| 5777 | RAHMAN | ABU | NY160 | 1838 2ND AVE | NEW YORK | New York | 10128 | 212-423-1826 | 212-423-1824 |
| 5865 | CHOWDHURY | SHUEB | NY160 | 353 3RD AVENUE | NEW YORK | New York | 10010 | 212-481-0055 | 212-481-0056 |
| 5899 | RIAZ | MOHAMMED | NY160 | 1397 2ND AVE | New York | New York | 10021 | 212-585-4195 | 212-585-4196 |
| 5953 | JAAFAR | CHAD | NY160 | 551 W 181ST ST | NEW YORK | New York | 10033 | 212-923-2100 | 212-923-0869 |
| 5958 | PANCHMIA | KEVIN | NY160 | 105 E 34TH ST | New York | New York | 10016 | 212-725-0800 | 212-725-0801 |
| 5979 | KAPLAN | BRADLEY | NY160 | 105 W 86TH ST | NEW YORK | New York | 10024 | 212-202-0534 | 646-253-7756 |
| 6104 | SETH | KETAN | NY160 | 212 E. 42nd Street | NEW YORK | New York | 10017 | 212-405-4258 | 212-405-4284 |
| 6166 | RAPHAEL | CHARMAINE | NY160 | 30 E 125TH ST | NEW YORK | New York | 10035 | 212-722-8204 | 212-722-8203 |
| 6341 | KAPLAN | BRADLEY | NY160 | 480 6th Avenue | NEW YORK | New York | 10011 | 212-518-4355 | 212-731-9758 |
| 6367 | Davis | Otis | NY160 | 1732 1st AVE | NEW YORK | New York | 10128 | 212-300-3942 | 212-300-5931 |
| 6374 | PANCHMIA | KEVIN | NY160 | 14 MURRAY ST | NEW YORK | New York | 10007 | 212-810-0834 | 212-810-7439 |
| 6387 | PANCHMIA | KEVIN | NY160 | 34 THIRD AVE | NEW YORK | New York | 10003 | 212-518-8034 | 212-518-6139 |
| 6404 | WONG | JOHN | NY160 | 71 Broadway | NEW YORK | New York | 10006 | 646-449-9936 | 646-454-0567 |
| 6415 | WONG | JOHN | NY160 | 217 Centre ST | NEW YORK | New York | 10013 | 212-274-8688 | 212-274-8988 |
| 6510 | RAHMAN | ABU | NY160 | 1872 Lexington AVE | NEW YORK | New York | 10035 | 212-876-1900 | 212-876-1901 |
| 6514 | LOPEZ | MARCOS | NY160 | 163 Amsterdam Ave | NEW YORK | New York | 10023 | 212-362-3740 | 212-362-3502 |
| 6584 | Pahk | Brian | NY160 | 1632 1st Ave | NEW YORK | New York | 10028-4305 | 212-737-9700 | 212-737-9707 |
| 5869 | CAPPELLETTI | WILLIAM | CT120 | 610 BROADWAY | Newburgh | New York | 12550 | 845-561-5950 | 845-561-5431 |
| 2194 | RODE | JOHN | NY185 | 1623 MILITARY RD | Niagara Falls | New York | 14304-1745 | 716-298-4461 | 716-298-4578 |
| 2520 | BARTLETT | RAYMOND | NJ257 | 1488 DEER PARK AVE | North Babylon | New York | 11703 | 631-242-6245 | 631-242-6255 |
| 4712 | GOULDSON | DAVID | NJ257 | 1019 FT SALONGA RD (25A) STE 10 | Northport | New York | 11768 | 631-757-9100 | 631-757-9300 |
| 2946 | LIRA | MICHAEL | VT210 | 2981 FORD ST EXTENSION | OGDENSBURG | New York | 13669-3474 | 315-393-1188 | 315-393-0121 |
| 1658 | LEE | MICHELLE | NJ257 | 3 PARK PLZ STE 1 | Old Brookville | New York | 11545-1857 | 516-671-4337 | 516-671-5437 |
| 5286 | SIEMBIEDA | STANLEY | NY185 | 3221 SOUTHWESTERN BLVD | Orchard Park | New York | 14127-1230 | 716-674-2461 | 716-674-2462 |
| 2216 | HOWARD | RICHARD | NJ257 | 414 W SUNRISE HWY | Patchogue | New York | 11772 | 631-289-5370 | 631-289-5436 |
| 3062 | BHATIA | RAJIV | NJ257 | 998 OLD COUNTRY RD STE C | Plainview | New York | 11803 | 516-827-1000 | 516-827-4517 |
| 6270 | LIRA | MICHAEL | VT210 | 35 A Smithfield Blvd | Plattsburgh | New York | 12901 | 518-310-1303 | 518-310-1305 |
| 1457 | LACHMAN | NAGASAR | NJ257 | 130 SHORE RD | Port Washington | New York | 11050-2205 | 516-883-0600 | 516-883-0604 |
| 5986 | PROULX | JEFFREY | VT210 | 200 MARKET ST STE 5 | Potsdam | New York | 13676 | 315-265-4565 | 315-265-3519 |
| 4282 | MARTIN | JAMES | VT210 | 2600 SOUTH RD ROUTE 9 STE 44 | Poughkeepsie | New York | 12601 | 845-454-3505 | 845-454-0227 |
| 5166 | RAHMANI | SARA | NY266 | 95-22 63RD RD | Rego Park | New York | 11374 | 718-459-1800 | 718-459-1870 |
| 5323 | Kang | Hyun Jae | VT210 | 279 TROY RD (RTE 4) | RENSSELAER | New York | 12144 | 518-283-8877 | 518-326-1793 |
| 4861 | O'CONNOR | KEVIN | VT210 | 6565 SPRING BROOK AVE STE 8 | Rhinebeck | New York | 12572 | 845-876-3357 | 845-876-3524 |
| 6329 | DEGREGORIO | JOEL | NJ257 | 865 Route 58 | Riverhead | New York | 11901 | 631-591-3090 | 631-591-3092 |

| Center | Owner Last Name | Owner First Name | Area | Address | City | State | Zip | Phone | Fax |
|--------|-----------------|------------------|-------|--|---------------------|----------|------------|--------------|--------------|
| 165 | PAGLIAROLI | JAMES | NY185 | 2604 ELMWOOD AVE | Rochester | New York | 14618-2213 | 585-244-7380 | 585-244-4106 |
| 335 | MAGANS | MARJORIE | NY185 | 3896 DEWEY AVE | ROCHESTER | New York | 14616-2515 | 585-865-1660 | 585-865-0447 |
| 347 | PAGLIAROLI | JAMES | NY185 | 3349 MONROE AVE PITTSFORD PLAZA | ROCHESTER | New York | 14618 | 585-381-7050 | 585-381-8317 |
| 363 | PAGLIAROLI | JAMES | NY185 | 2117 BUFFALO RD | ROCHESTER | New York | 14624-1507 | 585-247-7840 | 585-247-0081 |
| 926 | CAMPBELL-WYANT | ANNE | NY185 | 3177 LATT A RD | ROCHESTER | New York | 14612-3086 | 585-723-0230 | 585-723-9526 |
| 1401 | ORSINI | RICHARD | NY185 | 620 PARK AVE | ROCHESTER | New York | 14607-2943 | 585-442-3060 | 585-442-3079 |
| 5641 | GENSIEJEWSKI | JEFF | NY185 | 300 HYLAN DR SUITE 6 | ROCHESTER | New York | 14623 | 585-427-8080 | 585-427-8083 |
| 3933 | BHATIA | RAJIV | NJ257 | 265 SUNRISE HWY | Rockville Centre | New York | 11570 | 516-678-7500 | 516-678-0600 |
| 6572 | Sobel | Peter | VT210 | 1756 Black River Blvd | ROME | New York | 13440 | 315-533-5974 | 315-533-7027 |
| 5480 | SCARANGELLA | FRANK | NJ257 | 207 MINEOLA AVE | Roslyn Heights | New York | 11577 | 516-625-6515 | 516-625-6517 |
| 1569 | LEVIN | LAWRENCE | CT120 | 222 PURCHASE ST | RYE | New York | 10580-2101 | 914-967-8800 | 914-967-8859 |
| 6398 | Borgida | Susan | NJ257 | 51 Division ST | Sag Harbor | New York | 11963 | 631-808-3222 | 631-808-3223 |
| 1526 | HEANING | KEN | VT210 | 26F CONGRESS ST | Saratoga Springs | New York | 12866-4120 | 518-583-0824 | 518-583-0917 |
| 5127 | HUSTICK | ROBERT | NJ257 | 173 NORTH MAIN ST | Sayville | New York | 11782 | 631-218-5800 | 631-218-5801 |
| 538 | HOTALING | TODD | VT210 | 1436 ALTAMONT AVE | Schenectady | New York | 12303 | 518-356-3406 | 518-356-3408 |
| 5345 | HUSTICK | ROBERT | NJ257 | 1070 MIDDLE COUNTRY RD | SELDEN | New York | 11784 | 631-451-8200 | 631-451-8700 |
| 6061 | HOWARD | RICHARD | NJ257 | 999-32 MONTAUK HWY | SHIRLEY | New York | 11967 | 631-281-1122 | 631-281-1121 |
| 5367 | FOGERTY | MARY | VT210 | 27 FENNELL ST STE B | SKANEATELES | New York | 13152 | 315-685-0155 | 315-685-0157 |
| 1833 | BRAET | ALLISON | NJ257 | 34 E MAIN ST | Smithtown | New York | 11787-2804 | 631-724-7447 | 631-724-6051 |
| 3271 | Ibanez Marquez | Sergio | CT120 | 108 VILLAGE SQ | SOMERS | New York | 10589 | 914-277-8700 | 914-277-4145 |
| 6005 | MAHIPATH | JENNIFER | NY266 | 124-20 LIBERTY AVE | South Richmond Hill | New York | 11419 | 718-848-8771 | 718-848-8770 |
| 4501 | Barnett | Marianne | NJ257 | 50 HILL ST | SOUTHAMPTON | New York | 11968 | 631-287-6797 | 631-287-6762 |
| 4808 | SINGER | EDMUND | NY266 | 150 L GREAVES LANE | Staten Island | New York | 10308 | 718-356-2400 | 718-356-2747 |
| 4821 | Yum | Wing | NY266 | 1324 FOREST AVE | Staten Island | New York | 10302 | 718-390-0300 | 718-390-5432 |
| 5400 | Choudhury | Shahriar | NY266 | 2744 HYLAN BLVD | Staten Island | New York | 10306 | 718-980-0700 | 718-980-0002 |
| 5588 | Ansari | Muhamad | NJ257 | 2188 NESCONSET HWY | Stony Brook | New York | 11790 | 631-689-8100 | 631-689-8102 |
| 5854 | SEIFERT | MARY | NJ257 | 100 Nicolls Rd S - E0320 Melville Library BLDG | Stony Brook | New York | 11794 | 631-632-1831 | 631-632-9826 |
| 6052 | TANG | THANES | NY266 | 45-06 QUEENS BLVD | Sunnyside | New York | 11104 | 718-707-9548 | 718-707-9545 |
| 4945 | BHATIA | RAJIV | NJ257 | 338 Jericho Turnpike | Syosset | New York | 11791 | 516-921-4560 | 516-921-4950 |
| 1388 | BEACHAM | WILLIAM | VT210 | 4736 ONONDAGA BLVD | SYRACUSE | New York | 13219-3304 | 315-426-9675 | 315-471-2704 |
| 2285 | FALLIS | CAROLYN | VT210 | 118 JULIAN PL | SYRACUSE | New York | 13210-3419 | 315-445-0455 | 315-445-1744 |
| 6443 | LEVIN | LAWRENCE | CT120 | 624 White Plains RD | TARRYTOWN | New York | 10591 | 914-333-8877 | 914-333-8878 |
| 539 | Cho | Peter | CT120 | 980 BROADWAY | Thornwood | New York | 10594-1139 | 914-747-3700 | 914-747-9223 |
| 1332 | Peck | Rolene | NY185 | 733 DELAWARE RD | Tonawanda | New York | 14223-1231 | 716-873-9107 | 716-873-1091 |
| 5695 | WYANSKI | MICHELLE | VT210 | 740 HOOSICK RD | TROY | New York | 12180 | 518-270-0909 | 518-270-1075 |
| 4652 | BELZ | MICHAEL | VT210 | 2520 VESTAL PKWY E STE 2 | Vestal | New York | 13850 | 607-644-9124 | 607-644-9967 |
| 1030 | GENSIEJEWSKI | JEFF | NY185 | 106 COBBLESTONE CT DR | VICTOR | New York | 14564 | 585-223-7010 | 585-223-0091 |
| 1002 | BHATIA | RAJIV | NJ257 | 3280 SUNRISE HWY | Wantagh | New York | 11793-4024 | 516-783-6800 | 516-783-6887 |
| 6275 | Van Nimwegen | Dale | VT210 | 4 MARSHALL RD | Wappingers Falls | New York | 12590-4105 | 845-297-2988 | 845-632-2213 |
| 906 | DICKINSON | EDWARD | NY185 | 1900 EMPIRE BLVD | WEBSTER | New York | 14580-1934 | 585-787-0160 | 585-787-0314 |
| 4606 | STELLRECHT | JOHN | NY185 | 1902 RIDGE RD | West Seneca | New York | 14224 | 716-677-6041 | 716-677-5743 |
| 84 | LEVY | KENNETH | CT120 | 405 TARRYTOWN RD | WHITE PLAINS | New York | 10607 | 914-328-2055 | 914-328-0309 |
| 819 | DELLA ROCCO | MICHAEL | CT120 | 333 MAMARONECK AVE | WHITE PLAINS | New York | 10605 | 914-428-3300 | 914-428-6666 |
| 597 | MUSONE | KENNETH | NY185 | 7954 TRANSIT RD | Williamsville | New York | 14221-4117 | 716-632-7911 | 716-632-7871 |

| Center | Owner Last Name | Owner First Name | Area | Address | City | State | Zip | Phone | Fax |
|--------|-----------------|------------------|-------|------------------------------------|----------------|----------------|------------|--------------|--------------|
| 1534 | Hamill | Pamela | NY185 | 5651 MAIN ST | WILLIAMSVILLE | New York | 14221 | 716-565-1590 | 716-565-3111 |
| 2522 | QUAID | KATHLEEN | CT120 | 941 MCLEAN AVE | Yonkers | New York | 10704-4105 | 914-237-3100 | 914-237-5647 |
| 5446 | MADEYA | RAYMOND | CT120 | 1767 CENTRAL PARK AVE SOUTH | Yonkers | New York | 10710 | 914-337-7255 | 914-337-7257 |
| 6544 | Clapper | John | VT210 | 4948 (4946) Commercial Drive | YORKVILLE | New York | 13495 | 315-736-0200 | 315-736-0174 |
| 6334 | Dorko | Gregory | NC148 | 636 NC 24 27 BYP E STE 5 | Albemarle | North Carolina | 28001 | 704-982-7447 | 704-982-0341 |
| 4425 | STANTON | JOHN | NC209 | 5448 APEX PEAKWAY DR | APEX | North Carolina | 27502 | 919-367-2971 | 919-367-2972 |
| 5644 | SHEPPARD | RICHARD | NC148 | 229 AIRPORT RD STE 7 | ARDEN | North Carolina | 28704 | 828-650-6695 | 828-650-6678 |
| 264 | PEDDY | SUSAN | NC148 | 825C MERRIMON AVE | Asheville | North Carolina | 28804-2404 | 828-252-6930 | 828-252-6943 |
| 3801 | PEDDY | SUSAN | NC148 | 1854 HENDERSONVILLE RD STE A | Asheville | North Carolina | 28803 | 828-277-7445 | 828-277-7447 |
| 4444 | PEDDY | SUSAN | NC148 | 1070 TUNNEL RD BLDG 1 STE 10 | Asheville | North Carolina | 28805-2000 | 828-299-8988 | 828-299-8656 |
| 6142 | PARKS | RYAN | NC148 | 30 WESTGATE PKWY | Asheville | North Carolina | 28806 | 828-258-1455 | 828-258-1018 |
| 4544 | PATEL | RAJESH | NC148 | 6428 WILKINSON BLVD | Belmont | North Carolina | 28012 | 704-829-1050 | 704-829-1040 |
| 4824 | PEDDY | SUSAN | NC148 | 151 NC HWY 9 STE B | BLACK MOUNTAIN | North Carolina | 28711 | 828-664-9333 | 828-664-9336 |
| 3439 | PEDDY | SUSAN | NC148 | 102 COLLEGE STATION DR STE 3 | Brevard | North Carolina | 28712-3702 | 828-883-4701 | 828-883-4801 |
| 3726 | MOWLANEJAD | MOHAMMAD | NC209 | 2966 S CHURCH ST | Burlington | North Carolina | 27215-5108 | 336-585-0022 | 336-585-1992 |
| 3651 | SOETERS | WILLIAM | NC209 | 104-R NC HWY 54 W BYPASS | Carrboro | North Carolina | 27510 | 919-918-7161 | 919-918-7162 |
| 2730 | PRAJAPATI | NATVARLAL | NC209 | 2054 KILDAIRE FARM RD | CARY | North Carolina | 27518 | 919-852-0250 | 919-852-1511 |
| 2985 | SUKHIJA | KAMAL | NC209 | 7151 OKelly Chapel RD | CARY | North Carolina | 27519 | 919-237-1529 | 919-237-1626 |
| 3966 | Barker | Timothy | NC209 | 2474 WALNUT STREET | CARY | North Carolina | 27518 | 919-852-1616 | 919-852-1618 |
| 6423 | STANTON | JOHN | NC209 | 92 Cornerstone Dr | CARY | North Carolina | 27519 | 919-466-8932 | 919-466-8934 |
| 6430 | Wilson | Charles | NC209 | 1249 Kildaire Farm RD | CARY | North Carolina | 27511 | 919-650-1929 | 919-650-2274 |
| 3942 | BRINSON | RANDOLPH | SC246 | 722 CEDAR POINT BLVD | CEDAR POINT | North Carolina | 28584 | 252-393-8209 | 252-393-8280 |
| 3361 | DERBY | WILLIAM | NC209 | 1289 FORDHAM BLVD | CHAPEL HILL | North Carolina | 27514 | 919-932-9117 | 919-932-1508 |
| 3732 | KLEIN | MAURY | NC209 | 1818 MARTIN LUTHER KING, JR BLVD | CHAPEL HILL | North Carolina | 27514 | 919-960-0900 | 919-960-4499 |
| 6209 | DERBY | WILLIAM | NC209 | 510 MEADOWMONT VILLAGE CIR | CHAPEL HILL | North Carolina | 27517 | 919-942-3301 | 919-942-3304 |
| 909 | Stranick | Stacy | NC148 | 8334 PINEVILLE MATTHEWS RD STE 103 | CHARLOTTE | North Carolina | 28226-3774 | 704-543-6565 | 704-543-6366 |
| 984 | DAILEY | SABRINA | NC148 | 624 TYVOLA RD STE 103 | CHARLOTTE | North Carolina | 28217-2741 | 704-523-9850 | 704-523-9861 |
| 1027 | BARBEAU | GARY | NC148 | 1800 CAMDEN RD STE 107 | CHARLOTTE | North Carolina | 28203-5870 | 704-342-1950 | 704-342-0272 |
| 1089 | Branscome | jack | NC148 | 7209 E WT HARRIS BLVD STE J | CHARLOTTE | North Carolina | 28227-1004 | 704-567-1545 | 704-567-0811 |
| 1247 | ROBINSON | DAVID | NC148 | 338 S SHARON AMITY RD | CHARLOTTE | North Carolina | 28211-2806 | 704-365-4752 | 704-365-4757 |
| 1507 | PATEL | ANKURKUMAR | NC148 | 1001 E WT HARRIS BLVD STE P | Charlotte | North Carolina | 28213-4104 | 704-549-8935 | 704-549-8945 |
| 2153 | PATEL | NEIL | NC148 | 2820 SELWYN AVE STE 130 | Charlotte | North Carolina | 28209 | 704-338-1713 | 704-338-1787 |
| 2178 | KHANSAHEB | PRASHANT | NC148 | 8508 PARK RD | Charlotte | North Carolina | 28210 | 704-556-9155 | 704-552-7905 |
| 2181 | PATEL | NEIL | NC148 | 3020-I PROSPERITY CHURCH RD | Charlotte | North Carolina | 28269 | 704-594-9606 | 704-594-9631 |
| 2589 | Patel | Jai | NC148 | 10612 PROVIDENCE RD STE D | CHARLOTTE | North Carolina | 28277-0233 | 704-849-8106 | 704-849-8108 |
| 2953 | KASHYAP | SUDESH | NC148 | 13000 S TRYON ST STE F | Charlotte | North Carolina | 28278-7602 | 704-588-8595 | 704-588-5995 |
| 3232 | MCCRANIE JR | PETER | NC148 | 7804-C FAIRVIEW RD | CHARLOTTE | North Carolina | 28226 | 704-442-8190 | 704-366-3297 |
| 3305 | KELLEY | WAYNE | NC148 | 6420 REA RD STE A1 | CHARLOTTE | North Carolina | 28277-4529 | 704-544-4822 | 704-544-4823 |
| 3468 | Oreste | Andrew | NC148 | 401 HAWTHORNE LANE STE 110 | CHARLOTTE | North Carolina | 28204-2358 | 704-370-6030 | 704-370-0430 |
| 3654 | YOUNAN | WILLIAM | NC148 | 4100 CARMEL RD STE B | Charlotte | North Carolina | 28226-6151 | 704-541-1161 | 704-541-3297 |
| 3709 | JADEJA | DIPAKBA | NC148 | 8116 SOUTH TRYON ST STE B3 | CHARLOTTE | North Carolina | 28273-3325 | 704-583-2100 | 704-583-2124 |
| 3771 | PATEL | SARAJ | NC148 | 15105-D JOHN J DELANEY DR | Charlotte | North Carolina | 28277 | 704-759-9601 | 704-759-9603 |
| 4326 | PATEL | CHETAN | NC148 | 3611 MT HOLLY HUNTERSVILLE RD | Charlotte | North Carolina | 28216 | 704-971-0130 | 704-971-0131 |
| 4568 | KELLEY | WAYNE | NC148 | 7845 COLONY RD, STE C4 | CHARLOTTE | North Carolina | 28226 | 704-540-8182 | 704-540-8110 |
| 4952 | PATEL | ANKUR | NC148 | 9611 BROOKDALE DR STE 100 | CHARLOTTE | North Carolina | 28215 | 704-509-6800 | 704-509-6804 |
| 5433 | SABELLA | MICKEY | NC148 | 8511 DAVIS LAKE PKWY STE C6 | Charlotte | North Carolina | 28269 | 704-921-3377 | 704-921-3388 |
| 5926 | McKENZIE | FREDDIE | NC148 | 5009 BEATTIES FORD RD STE 107 | Charlotte | North Carolina | 28216 | 704-392-5099 | 704-392-5011 |
| 6144 | PATEL | SARAJ | NC148 | 9935-D REA RD | CHARLOTTE | North Carolina | 28277 | 704-943-1350 | 704-943-1367 |
| 6456 | KELLEY | WAYNE | NC148 | 8022 Providence RD STE 500 | CHARLOTTE | North Carolina | 28277 | 704-543-4022 | 704-544-2996 |

| Center | Owner Last Name | Owner First Name | Area | Address | City | State | Zip | Phone | Fax |
|--------|-----------------|------------------|-------|--|----------------|----------------|------------|--------------|--------------|
| 4727 | SAMET | CAROLYN | SC246 | 476 SHOTWELL RD STE 102 | CLAYTON | North Carolina | 27520 | 919-359-2500 | 919-359-2501 |
| 3359 | MOWLANEJAD | MOHAMMAD | NC209 | 4182 CLEMMONS RD | CLEMMONS | North Carolina | 27012-7520 | 336-778-0028 | 336-778-0053 |
| 1460 | MULKEY | RANDAL | NC148 | 217 PARAGON PKWY | CLYDE | North Carolina | 28721 | 828-452-5770 | 828-452-3982 |
| 2767 | HOLMAN | GARY | NC148 | 349 COPPERFIELD BLVD STE L | CONCORD | North Carolina | 28025-2408 | 704-795-1100 | 704-788-1943 |
| 5529 | CORNETT | BOBBY | NC148 | 8611 CONCORD MILLS BLVD | CONCORD | North Carolina | 28027-5400 | 704-979-3455 | 704-979-3457 |
| 6004 | Desai-Blumer | Jagu | NC148 | 6012 BAYFIELD PKWY | CONCORD | North Carolina | 28027 | 704-788-6220 | 704-788-6225 |
| 2193 | LAWRENCE | JOE | NC148 | 19701 BETHEL CHURCH RD STE 103 | CORNELIUS | North Carolina | 28031 | 704-892-9760 | 704-892-7794 |
| 4091 | BRASSEL | HENRY | NC148 | 137 CROSS CENTER RD | Denver | North Carolina | 28037 | 704-820-0215 | 704-820-0216 |
| 956 | SAGHIR | JAMIL | NC209 | 1821 HILLANDALE RD STE 1B | DURHAM | North Carolina | 27705-2671 | 919-382-3030 | 919-382-3028 |
| 4189 | Jackson | Lia | NC209 | 4900 NC HWY 55 STE 160 | DURHAM | North Carolina | 27713 | 919-806-5854 | 919-806-5844 |
| 5399 | Goodson | Augustus Ivan | NC209 | 6409 FAYETTEVILLE RD STE 120 | DURHAM | North Carolina | 27713 | 919-806-5084 | 919-806-5085 |
| 5945 | KLEIN | MAURY | NC209 | 2608 ERWIN RD STE 148 | DURHAM | North Carolina | 27705 | 919-383-1400 | 919-383-1433 |
| 6135 | KLEIN | MAURY | NC209 | 811 NINTH ST STE 120 | DURHAM | North Carolina | 27705 | 919-286-3322 | 919-286-9520 |
| 1516 | Meads | Lewis | SC246 | 1851 W EHRINGHAUS ST | ELIZABETH CITY | North Carolina | 27909-4555 | 252-331-1133 | 252-331-1155 |
| 2842 | RIEDINGER | TERRY | SC246 | 3771 RAMSEY ST STE 109 | FAYETTEVILLE | North Carolina | 28311-7616 | 910-630-1855 | 910-630-1145 |
| 2974 | MILBURN | STEPHEN | SC246 | 439 WESTWOOD SHOPPING CENTER | Fayetteville | North Carolina | 28314-1532 | 910-860-1220 | 910-860-3800 |
| 4787 | MILBURN | STEPHEN | SC246 | FORT BRAGG MINI-MALL, REILLY ROAD | Fort Bragg | North Carolina | 28307-5000 | 910-436-7877 | 910-496-1100 |
| 3923 | FALCON | LAURA | NC148 | 131 FRANKLIN PLAZA | FRANKLIN | North Carolina | 28734 | 828-524-9800 | 828-349-1367 |
| 4407 | CASSADY | DAVE | NC209 | 1421 E BROAD STREET | FUQUAY VARINA | North Carolina | 27526 | 919-557-2050 | 919-557-8070 |
| 4378 | CASSADY | DAVE | NC209 | 2664 TIMBER DR | GARNER | North Carolina | 27529 | 919-662-5542 | 919-662-7742 |
| 832 | BUMGARNER | RICHARD | NC148 | 1421-A E FRANKLIN BLVD | Gastonia | North Carolina | 28054-4059 | 704-853-0802 | 704-853-1809 |
| 3364 | BUMGARNER | RICHARD | NC148 | 2212 UNION RD STE 700 | Gastonia | North Carolina | 28054-3708 | 704-853-3900 | 704-853-3909 |
| 2652 | SMITH | DANA | SC246 | 2822 CASHWELL DR | GOLDSBORO | North Carolina | 27534-4302 | 919-751-8787 | 919-751-8721 |
| 1624 | Houston | Ross | NC209 | 5710 HIGH POINT RD STE K | GREENSBORO | North Carolina | 27407-7047 | 336-855-5588 | 336-855-5812 |
| 1973 | Houston | Ross | NC209 | 5603 W FRIENDLY AVE STE B | GREENSBORO | North Carolina | 27410-4252 | 336-316-0577 | 336-316-0171 |
| 2272 | MOWLANEJAD | MOHAMMAD | NC209 | 2618 BATTLEGROUND AVE STE A | Greensboro | North Carolina | 27408 | 336-545-9171 | 336-545-9731 |
| 2957 | MOWLANEJAD | MOHAMMAD | NC209 | 415 PISGAH CHURCH RD | Greensboro | North Carolina | 27455-2590 | 336-545-7997 | 336-545-1079 |
| 3280 | MOWLANEJAD | MOHAMMAD | NC209 | 4642 W MARKET ST | Greensboro | North Carolina | 27407 | 336-851-9941 | 336-851-2557 |
| 5489 | MOWLANEJAD | MOHAMMAD | NC209 | 4016-H BATTLEGROUND AVE STE H | GREENSBORO | North Carolina | 27410 | 336-286-3467 | 336-286-3567 |
| 6201 | KRONBACH | HENRY | NC209 | 3121 HIGH POINT RD | GREENSBORO | North Carolina | 27407 | 336-323-4909 | 336-323-4910 |
| 6292 | MOWLANEJAD | MOHAMMAD | NC209 | 3125 Kathleen Ave | GREENSBORO | North Carolina | 27408 | 336-547-6767 | 336-547-6864 |
| 6412 | Wyrick | Anne | NC209 | 5820 N Church ST | GREENSBORO | North Carolina | 27455 | 336-298-7338 | 336-298-7425 |
| 2532 | SAGHIR | JAMIL | SC246 | 740 GREENVILLE BLVD STE 400 | GREENVILLE | North Carolina | 27858-5135 | 252-321-6021 | 252-321-6026 |
| 5532 | HARRIS | JERROLD | NC148 | 4365 SCHOOLHOUSE COMMONS DRIVE STE 500 | HARRISBURG | North Carolina | 28075 | 704-455-3367 | 704-455-9760 |
| 4054 | PEDDY | SUSAN | NC148 | 638 SPARTANBURG HWY SUITE 70 | HENDERSONVILLE | North Carolina | 28792 | 828-697-5623 | 828-697-5687 |
| 455 | DALE | THOMAS | NC148 | 2425 N CENTER ST | HICKORY | North Carolina | 28601-1320 | 828-322-9005 | 828-322-1281 |
| 3186 | NOLF | WILLIAM | NC148 | 905 HWY 321 NW | HICKORY | North Carolina | 28601 | 828-324-7111 | 828-324-9197 |
| 5371 | DALE | THOMAS | NC148 | 2359 US HWY 70 SE | HICKORY | North Carolina | 28602 | 828-441-2005 | 828-441-2009 |
| 2815 | HAWORTH | CHESTER | NC209 | 265 EASTCHESTER DR STE 133 | High Point | North Carolina | 27262-7718 | 336-885-4623 | 336-885-2329 |
| 3731 | AUSTIN | BRYAN | NC209 | 1589 SKEET CLUB ROAD STE 102 | HIGH POINT | North Carolina | 27265 | 336-841-6573 | 336-841-5389 |
| 4518 | CASSADY | DAVE | NC209 | 624 HOLLY SPRINGS RD | HOLLY SPRINGS | North Carolina | 27540 | 919-567-2600 | 919-567-2665 |
| 2690 | BRASSEL | HENRY | NC148 | 9815 SAM FURR RD STE J | HUNTERSVILLE | North Carolina | 28078-4901 | 704-892-9935 | 704-895-1545 |
| 5121 | SABELLA | MICKEY | NC148 | 13016 EASTFIELD RD STE B200 | HUNTERSVILLE | North Carolina | 28078 | 704-948-0299 | 704-948-0293 |
| 6627 | Porillo | Matthew | NC148 | 14311 REESE BLVD STE A2 | HUNTERSVILLE | North Carolina | 28078-7955 | 704-727-5357 | 704-727-5359 |

| Center | Owner Last Name | Owner First Name | Area | Address | City | State | Zip | Phone | Fax |
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| 5924 | BLUMER | JAGRUTI | NC148 | 14039 US HWY 74 E STE A6 | INDIAN TRAIL | North Carolina | 28079 | 704-882-6796 | 704-882-0626 |
| 3281 | MOWLANEJAD | MOHAMMAD | NC209 | 931 S MAIN ST STE B | KERNERSVILLE | North Carolina | 27284 | 336-993-6000 | 336-993-5999 |
| 3685 | MOORE | DEBORAH | SC246 | 5561 N CROATAN HWY | Kitty Hawk | North Carolina | 27949 | 252-255-3397 | 252-255-3398 |
| 2922 | Locklear | James | SC246 | 1680 S MAIN ST | Laurinburg | North Carolina | 28352-5413 | 910-610-1030 | 910-610-1070 |
| 6033 | HESTER JR | LUTHER | SC246 | 2013 OLDE REGENT WAY STE 150 | LELAND | North Carolina | 28451 | 910-383-1401 | 910-383-1404 |
| 4233 | Houston | Ross | NC209 | 116 LOWES FOODS DRIVE | LEWISVILLE | North Carolina | 27023 | 336-945-0663 | 336-945-0885 |
| 5031 | Hallett | Amy-Ruth | NC209 | 31 S TALBERT BLVD | LEXINGTON | North Carolina | 27292 | 336-236-4877 | 336-236-6700 |
| 2729 | BRAHMBHATT | MUMUKSHU | NC148 | 2217 MATTHEWS TOWNSHIP PKWY STE D | Matthews | North Carolina | 28105-4819 | 704-849-0899 | 704-847-0331 |
| 4069 | RUTTER | GEORGE | NC148 | 7900-D STEVENS MILL RD | Matthews | North Carolina | 28104 | 704-882-8925 | 704-882-2088 |
| 5975 | KELLEY | WAYNE | NC148 | 3122 FINCHER FARM RD STE 100 | Matthews | North Carolina | 28105 | 704-846-2448 | 704-846-2450 |
| 6248 | SANTOSO | YANTI | NC148 | 10020 MONROE RD STE 170 | MATTHEWS | North Carolina | 28105 | 704-841-1062 | 704-841-0904 |
| 256 | RUTTER | GEORGE | NC148 | 7427 MATTHEWS MINT HILL RD STE 105 | MINT HILL | North Carolina | 28227 | 704-545-1938 | 704-545-1940 |
| 2688 | CHAN | EDMOND | NC148 | 1829 DICKERSON BLVD | Monroe | North Carolina | 28110-2759 | 704-282-8246 | 704-282-1183 |
| 2078 | BURK | CRAIG | NC148 | 516 RIVER HWY STE D | MOORESVILLE | North Carolina | 28117 | 704-663-8833 | 704-663-7193 |
| 2501 | SHERWELL | ROBERT | SC246 | 4915 ARENDELL ST | Morehead City | North Carolina | 28557-2687 | 252-726-4433 | 252-726-2636 |
| 6305 | PEDDY | SUSAN | NC148 | 104 N Green ST | MORGANTON | North Carolina | 28655 | 828-433-8181 | 828-433-8101 |
| 5622 | SUKHIJA | KAMAL | NC209 | 11010 LAKE GROVE BLVD STE 100 | MORRISVILLE | North Carolina | 27560 | 919-380-2144 | 919-380-2146 |
| 6483 | SUKHIJA | KAMAL | NC209 | 1204 Village Market PL | MORRISVILLE | North Carolina | 27560 | 919-378-9195 | 919-378-9197 |
| 2445 | DRAKE | PATRICIA | SC246 | 1822 S GLENBURNIE RD | New Bern | North Carolina | 28562-5209 | 252-637-7500 | 252-637-7506 |
| 1662 | Gaddam | Srikanth | NC209 | 7413 SIX FORKS RD | RALEIGH | North Carolina | 27615-6164 | 919-676-1280 | 919-676-1282 |
| 2325 | STANTON | JOHN | NC209 | 514 DANIELS ST | RALEIGH | North Carolina | 27605-1317 | 919-834-2121 | 919-834-1071 |
| 2967 | SIMORA | KRISTIN | NC209 | 9650 STRICKLAND RD STE 103 | RALEIGH | North Carolina | 27615-1903 | 919-847-5500 | 919-847-2525 |
| 3894 | WILLIAMS | ROBERT | NC209 | 14460 NEW FALLS OF NEUSE | RALEIGH | North Carolina | 27614 | 919-488-2002 | 919-488-2005 |
| 4084 | JONES JR | NOLLIE | NC209 | 9660 FALLS OF NEUSE RD STE 138 | RALEIGH | North Carolina | 27615 | 919-841-4525 | 919-841-0209 |
| 4089 | SAGHIR | JAMIL | NC209 | 13200 STRICKLAND RD STE 114 | RALEIGH | North Carolina | 27613 | 919-676-8111 | 919-676-0530 |
| 4346 | SAGHIR | JAMIL | NC209 | 8311 BRIER CREEK PKWY Suite 105 | RALEIGH | North Carolina | 27617 | 919-544-4546 | 919-544-4549 |
| 4494 | STANTON | JOHN | NC209 | 4441 SIX FORKS RD | RALEIGH | North Carolina | 27609 | 919-783-8098 | 919-341-4513 |
| 5268 | PAUL | RICK | NC209 | 4501 NEW BERN AVE STE 130 | Raleigh | North Carolina | 27610 | 919-255-9084 | 919-255-6119 |
| 5586 | WYNKOOP | MARLENE | NC209 | 324 S WILMINGTON ST | RALEIGH | North Carolina | 27601 | 919-833-2922 | 919-833-2448 |
| 5848 | WOODS | JEAN | NC209 | 3434 EDWARDS MILL RD STE 112 | Raleigh | North Carolina | 27612-4275 | 919-786-9993 | 919-786-9777 |
| 5879 | SCHLEICH | LOIS | NC209 | 6300 CREEDMOOR RD STE 170 | Raleigh | North Carolina | 27612 | 919-847-5168 | 919-847-5170 |
| 6214 | Rehman | Amanullah | NC209 | 6325 FALLS OF NEUSE RD STE 35 | RALEIGH | North Carolina | 27615 | 919-954-5937 | 919-954-5097 |
| 6255 | WRAY | GARY | NC209 | 7283 NC HWY 42 W STE 102 | RALEIGH | North Carolina | 27603 | 919-779-0225 | 919-662-5227 |
| 3335 | PITTMAN | B | SC246 | 1444 JEFFREYS RD | Rocky Mount | North Carolina | 27804 | 252-937-4420 | 252-937-6024 |
| 295 | HAIRSTON | ROBERT | NC148 | 850 W JAKE ALEXANDER BLVD STE G | Salisbury | North Carolina | 28147-1413 | 704-638-0661 | 704-637-8799 |
| 3655 | HOGAN | VICTOR | SC246 | 1923 BRAGG ST STE 9 | Sanford | North Carolina | 27330-5854 | 919-774-3555 | 919-774-4232 |
| 5072 | LEE (Deceased) | JAMES | SC246 | 120 SHALLOTTE CROSSING PKWY | Shallotte | North Carolina | 28470 | 910-754-9893 | 910-754-9894 |
| 3123 | KERNICKY | JIM | NC148 | 1137 E MARION ST | SHELBY | North Carolina | 28150 | 704-471-0222 | 704-471-0307 |
| 2750 | ROBERSON JR | C | SC246 | 26 PINECREST PLAZA | Southern Pines | North Carolina | 28387-4301 | 910-692-3101 | 910-692-3877 |
| 5387 | MULKEY | RANDAL | NC148 | 1639 US HWY 74A BYPASS | Spindale | North Carolina | 28160 | 828-286-1502 | 828-286-1504 |
| 1264 | WINGO | JAMES | NC148 | 1670 E BROAD ST | STATESVILLE | North Carolina | 28625-4304 | 704-871-1342 | 704-871-1354 |
| 5596 | WILLIAMS | ROBERT | NC209 | 3650 ROGERS RD | Wake Forest | North Carolina | 27587 | 919-453-2844 | 919-453-2848 |
| 5649 | LANE | WILLIAM | NC209 | 5184 REIDSVILLE RD STE 100 | WALKERTOWN | North Carolina | 27051 | 336-595-2174 | 336-595-2130 |
| 3686 | PATEL | SARAJ | NC148 | 13663 PROVIDENCE RD | Weddington | North Carolina | 28104-9373 | 704-814-7730 | 704-814-7140 |
| 2634 | PARIKH | HASMUKH | SC246 | 3600 S COLLEGE RD STE E | WILMINGTON | North Carolina | 28412-5107 | 910-799-2858 | 910-792-0887 |
| 3298 | NASSER | WAIS | SC246 | 310 N FRONT ST STE 4 | WILMINGTON | North Carolina | 28401-5082 | 910-762-2150 | 910-762-2265 |
| 4299 | SHAH | SATISH | SC246 | 341 S COLLEGE RD STE 11 | WILMINGTON | North Carolina | 28403 | 910-798-0400 | 910-798-0410 |
| 4401 | MORRIS | JOSHUA | SC246 | 1121 MILITARY CUTOFF RD STE C | WILMINGTON | North Carolina | 28405 | 910-442-8552 | 910-509-0530 |
| 6050 | MORRIS | JOSHUA | SC246 | 8209 MARKET ST UNIT A | WILMINGTON | North Carolina | 28411 | 910-681-3750 | 910-681-3756 |

| Center | Owner Last Name | Owner First Name | Area | Address | City | State | Zip | Phone | Fax |
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| 4108 | PERRY | DEBORAH | SC246 | 2302 NASH ST N STE E | Wilson | North Carolina | 27896 | 252-293-4400 | 252-293-1212 |
| 6024 | KRONBACH | HENRY | NC209 | 3320 SILAS CREEK PKWY STE 672 | WINSTON SALEM | North Carolina | 27103 | 336-774-6641 | 336-774-6703 |
| 377 | KRONBACH | HENRY | NC209 | 353 JONESTOWN RD | Winston-salem | North Carolina | 27104-4620 | 336-760-4832 | 336-760-4834 |
| 2717 | KARONIS | PAUL | NC209 | 1959 N PEACE HAVEN RD | WINSTON-SALEM | North Carolina | 27106-4850 | 336-774-0671 | 336-774-0675 |
| 2915 | Houston | Ross | NC209 | 3524 YADKINVILLE RD | WINSTON-SALEM | North Carolina | 27106-2535 | 336-924-6121 | 336-924-6125 |
| 4367 | Hallett | Amy-Ruth | NC209 | 380 KNOLLWOOD ST STE H | WINSTON-SALEM | North Carolina | 27103 | 336-703-0035 | 336-703-0380 |
| 5358 | MORA | LEO | ND237 | 547 SOUTH 7TH ST | Bismarck | North Dakota | 58504 | 701-258-0600 | 701-258-0601 |
| 6555 | RASMUSSON | JODEE | ND237 | 1515 Burnt Boat Dr STE C | BISMARCK | North Dakota | 58503 | 701-751-6036 | 701-751-6037 |
| 4954 | MORA | LEO | ND237 | 387 15TH ST W | Dickinson | North Dakota | 58601 | 701-483-7581 | 701-483-7582 |
| 1989 | HANNA | JEFF | ND237 | 1100 19TH AVENUE N | FARGO | North Dakota | 58102-2269 | 701-235-9505 | 701-235-9133 |
| 3126 | DAUB | SHERRY | ND237 | 3120 25TH ST SW | FARGO | North Dakota | 58103 | 701-241-8887 | 701-241-4414 |
| 5998 | JAEGER | DEBRA | ND237 | 4302 13TH AVE S | FARGO | North Dakota | 58103 | 701-356-8803 | 701-356-8805 |
| 1609 | SPICER | STEVEN | ND237 | 1395 S COLUMBIA RD STE A | Grand Forks | North Dakota | 58201 | 701-775-2756 | 701-746-0436 |
| 6212 | RASMUSSON | JODEE | ND237 | 723 1ST AVE S | JAMESTOWN | North Dakota | 58401 | 701-952-4500 | 701-952-4501 |
| 1423 | MORA | LEO | ND237 | 1940 S BROADWAY | Minot | North Dakota | 58701-6508 | 701-838-7870 | 701-838-8560 |
| 6375 | Jorgenson | Teresa | ND237 | 301 58th Street W | WILLISTON | North Dakota | 58801 | 701-572-5965 | 701-774-8765 |
| 732 | SWERESS | SCOTT | OH229 | 3867 W MARKET ST | AKRON | Ohio | 44333 | 330-666-5451 | 330-666-5379 |
| 2559 | ZINSMEISTER | PHILIP | OH229 | 1700 W MARKET STREET | AKRON | Ohio | 44313 | 330-865-5555 | 330-865-5556 |
| 3008 | DALIRI | MEHRDAD | OH229 | 3465 S ARLINGTON RD UNIT E | Akron | Ohio | 44312 | 330-896-4920 | 330-896-4922 |
| 5553 | STEWART | JEFFERY | OH229 | 2212 W STATE ST | Alliance | Ohio | 44601 | 330-823-1502 | 330-823-1621 |
| 3337 | SMITH | JERRY | OH171 | 1250 OHIO PIKE | Amelia | Ohio | 45102-1239 | 513-753-3600 | 513-753-3655 |
| 6115 | DOE | MARY | OH124 | 121 N LEAVITT RD | Amherst | Ohio | 44001-1100 | 440-984-5100 | 440-984-5106 |
| 4692 | BAYNE | RONALD | OH229 | 1130 E MAIN ST | ASHLAND | Ohio | 44805-2832 | 419-289-6688 | 419-289-6689 |
| 3001 | CAPEL | CHRISTOPHER | OH229 | 114 BARRINGTON TOWN SQUARE DR | Aurora | Ohio | 44202-7792 | 330-562-7477 | 330-562-7535 |
| 5808 | PILOLLI | EDMOND | OH124 | 5547 MAHONING AVE | Austintown | Ohio | 44515 | 330-799-4500 | 330-799-4515 |
| 3588 | SWERESS | SCOTT | OH124 | 32818 WALKER RD | AVON LAKE | Ohio | 44012-1473 | 440-930-4366 | 440-930-4368 |
| 3397 | McATEE | KELLY | OH171 | 3195 DAYTON-XENIA RD STE 900 | BEAVERCREEK | Ohio | 45434-6391 | 937-431-1882 | 937-431-1885 |
| 5710 | MONNIUS | MARK | OH124 | 441 W BAGLEY RD | BEREA | Ohio | 44017 | 440-973-4980 | 440-973-4982 |
| 4476 | FRONK | JUDY | OH124 | 143 BOARDMAN-CANFIELD RD | BOARDMAN | Ohio | 44512 | 330-758-9230 | 330-758-9295 |
| 2212 | REMINDER | CHRISTOPHER | OH124 | 8803 BRECKSVILLE RD STE 7 | Brecksville | Ohio | 44141 | 440-546-1141 | 440-546-1356 |
| 529 | MONNIUS | MARK | OH124 | 4758 RIDGE RD | Brooklyn | Ohio | 44144-3327 | 216-661-2232 | 216-661-2234 |
| 3614 | BAYNE | RONALD | OH229 | 3660 CENTER RD | BRUNSWICK | Ohio | 44212-3620 | 330-220-1473 | 330-220-1474 |
| 2968 | Patel | Kalpna | OH183 | 6478 WINCHESTER BLVD | CANAL WINCHESTER | Ohio | 43110-2004 | 614-833-1711 | 614-833-1121 |
| 4390 | SCHILTZ | BENJAMIN | OH229 | 4786 DRESSLER RD NW | CANTON | Ohio | 44718 | 330-491-1890 | 330-491-1892 |
| 5493 | LANGENKAMP | JOHN | OH171 | 1978 HAVEMANN RD | Celina | Ohio | 45822 | 419-586-9400 | 419-586-9411 |
| 1517 | Narayan | Ashwin | OH171 | 5818 WILMINGTON PIKE | CENTERVILLE | Ohio | 45459 | 937-435-8900 | 937-435-1159 |
| 3422 | BONDS | KENT | OH171 | 6077 FAR HILLS AVE | CENTERVILLE | Ohio | 45459-1923 | 937-439-5010 | 937-439-1701 |
| 356 | WILLBRAND | DANIEL | OH171 | 9891 MONTGOMERY RD | Cincinnati | Ohio | 45242-5322 | 513-791-1180 | 513-791-0185 |
| 847 | REILLY | EUGENE | OH171 | 8190-A BEECHMONT AVE | Cincinnati | Ohio | 45255 | 513-474-6405 | 513-474-6418 |
| 852 | WILLBRAND | DANIEL | OH171 | 9674 COLERAIN AVE | CINCINNATI | Ohio | 45251 | 513-825-0400 | 513-825-3696 |
| 1696 | WILLBRAND | DANIEL | OH171 | 7672 MONTGOMERY RD | Cincinnati | Ohio | 45236-4204 | 513-793-4933 | 513-793-6567 |
| 2363 | PODKIN | RICHARD | OH171 | 2692 MADISON RD STE N1 | Cincinnati | Ohio | 45208-1320 | 513-531-0100 | 513-458-3600 |
| 2864 | WETHINGTON | STACIE | OH171 | 407 VINE ST | Cincinnati | Ohio | 45202-2806 | 513-929-0090 | 513-929-0093 |
| 3336 | SCHILD | GAYLE | OH171 | 11711 PRINCETON PIKE STE 341 | CINCINNATI | Ohio | 45246-2500 | 513-671-5333 | 513-672-2080 |
| 4052 | REILLY | EUGENE | OH171 | 6457 GLENWAY AVE | Cincinnati | Ohio | 45211 | 513-598-1888 | 513-598-6800 |
| 2697 | SWERESS | WILLIAM | OH124 | 11457 MAYFIELD RD | CLEVELAND | Ohio | 44106 | 216-421-7200 | 216-421-7026 |

| Center | Owner Last Name | Owner First Name | Area | Address | City | State | Zip | Phone | Fax |
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| 1511 | MAURER | JAMES | OH183 | 1391 W 5TH AVE | COLUMBUS | Ohio | 43212 | 614-481-7877 | 614-481-8038 |
| 2173 | ROEBUCK | WILLIAM | OH183 | 3000 E MAIN ST STE B | COLUMBUS | Ohio | 43209 | 614-237-5770 | 614-237-0074 |
| 2306 | COURTNEY | ROBERT | OH183 | 1933 E DUBLIN GRANVILLE RD | Columbus | Ohio | 43229-3508 | 614-841-1661 | 614-841-1664 |
| 2649 | BUTSKY | CHRIS | OH183 | 6956 E BROAD ST | COLUMBUS | Ohio | 43213-1513 | 614-866-7990 | 614-866-9849 |
| 3435 | MEARA | RICHARD | OH183 | 829 BETHEL RD | COLUMBUS | Ohio | 43214-1903 | 614-457-7225 | 614-457-7229 |
| 3728 | MAURER | JAMES | OH183 | 1491 POLARIS PKWY | COLUMBUS | Ohio | 43240-2037 | 614-436-8051 | 614-436-8052 |
| 5010 | LAYMAN | RICHARD | OH183 | 6031 EAST MAIN ST | Columbus | Ohio | 43213 | 614-755-9701 | 614-755-9703 |
| 5745 | PATEL | VINU | OH183 | 118 GRACELAND BLVD | COLUMBUS | Ohio | 43214 | 614-431-0600 | 614-431-0602 |
| 5914 | WINGO | RICHARD | OH183 | 605 N HIGH ST | COLUMBUS | Ohio | 43215 | 614-458-1126 | 614-458-1128 |
| 6575 | Vincent | Karen | OH183 | 2868 Stelzer Road | COLUMBUS | Ohio | 43219 | 614-418-9040 | 614-418-9225 |
| 3233 | BUEHLER | SCOTT | OH229 | 830 S 2ND ST | COSHOCTON | Ohio | 43812 | 740-622-8606 | 740-622-8780 |
| 5231 | FRONK | GREGORY | OH229 | 2926 STATE RD | CUYAHOGA FALLS | Ohio | 44223 | 330-929-5910 | 330-929-5919 |
| 2578 | BONDS | KENT | OH171 | 707 MIAMISBURG-CENTERVILLE RD | DAYTON | Ohio | 45459-6522 | 937-291-0505 | 937-291-0304 |
| 4862 | MAURER | JAMES | OH183 | 175 S SANDUSKY ST | DELAWARE | Ohio | 43015 | 740-363-7653 | 740-369-0849 |
| 661 | KHAN | MUNAWWER | OH183 | 7652 SAWMILL RD | DUBLIN | Ohio | 43016-9296 | 614-766-1161 | 614-766-2788 |
| 2514 | MEARA | RICHARD | OH183 | 2783 MARTIN RD | Dublin | Ohio | 43017 | 614-799-8595 | 614-799-8597 |
| 2892 | KIM | MIN | OH183 | 6724 PERIMETER LOOP RD | Dublin | Ohio | 43017-3202 | 614-791-0289 | 614-791-1508 |
| 5355 | HART | KENT | OH171 | 893 S MAIN ST | ENGLEWOOD | Ohio | 45322-2814 | 937-832-1800 | 937-832-2271 |
| 3844 | MOWBRAY | SCOTT | OH171 | 1209 E DAYTON-YELLOW SPRINGS RD | FAIRBORN | Ohio | 45324 | 937-754-9999 | 937-754-9170 |
| 4318 | LOVELL | BARRY | OH171 | 675N DEIS DR | FAIRFIELD | Ohio | 45014 | 513-939-2269 | 513-939-3269 |
| 5508 | DIETRICH | ANDREW | OH124 | 21887 LORAIN RD | FAIRVIEW PARK | Ohio | 44126 | 440-333-4877 | 440-333-4878 |
| 3859 | BELLMAN | EUGENE | OH124 | 2447 TIFFIN AVENUE | FINDLAY | Ohio | 45840 | 419-429-6245 | 419-429-1581 |
| 5152 | MANCHALA | RAVIKANTH | OH171 | 3481 S DIXIE HWY | FRANKLIN | Ohio | 45005 | 513-422-1222 | 513-422-1211 |
| 4391 | DENEAU | STEPHANIE | OH124 | 1907 W STATE ST | Fremont | Ohio | 43420 | 419-333-8460 | 419-333-8465 |
| 1481 | CROWE | RANDY | OH183 | 947 E JOHNSTOWN RD | Gahanna | Ohio | 43230-1851 | 614-475-1991 | 614-476-5190 |
| 731 | LECIAN | ANTHONY | OH124 | 12600 ROCKSIDE RD | Garfield Heights | Ohio | 44125-4525 | 216-475-7855 | 216-475-8365 |
| 2901 | FORSYTHE JR | JOSEPH | OH183 | 3971 HOOVER RD | Grove City | Ohio | 43123-2839 | 614-875-7501 | 614-875-6606 |
| 5033 | LUHN | ROBERT | OH171 | 3189 PRINCETON RD | HAMILTON | Ohio | 45011 | 513-893-1877 | 513-893-4877 |
| 1599 | WINGO | RICHARD | OH183 | 4694 CEMETERY RD | Hilliard | Ohio | 43026-1124 | 614-777-4222 | 614-777-4555 |
| 2659 | Patel | Ketki | OH171 | 8235 OLD TROY PIKE | HUBER HEIGHTS | Ohio | 45424-1025 | 937-237-1882 | 937-237-1885 |
| 797 | VAUGHAN | DAVID | OH229 | 118 W STREETSBORO RD STE 5 | Hudson | Ohio | 44236-2711 | 330-650-6779 | 330-650-6781 |
| 2346 | CAPEL | CHRISTOPHER | OH229 | 1675 E MAIN ST | Kent | Ohio | 44240-5818 | 330-678-0111 | 330-678-1334 |
| 1628 | ZUCKERMAN | NEIL | OH124 | 14837 DETROIT AVE | LAKEWOOD | Ohio | 44107-3909 | 216-226-0077 | 216-226-5522 |
| 1368 | GRUBE | HENRY | OH183 | 1641 N MEMORIAL DR | Lancaster | Ohio | 43130-1632 | 740-654-5335 | 740-654-5452 |
| 2162 | CLAWSON | THOMAS | OH171 | 726 E MAIN ST STE F | LEBANON | Ohio | 45036 | 513-836-3985 | 513-836-3988 |
| 5110 | SCHILD | GAYLE | OH171 | 3221 ELIDA RD | LIMA | Ohio | 45805 | 419-227-3600 | 419-710-0035 |
| 2966 | WHEELER | STEPHEN | OH171 | 10663 LOVELAND-MADEIRA RD | LOVELAND | Ohio | 45140-8965 | 513-677-9760 | 513-677-9763 |
| 6488 | PATEL | VIRAL | OH124 | 5120 Mayfield Rd. | LYNDHURST | Ohio | 44124 | 440-421-9073 | 855-859-1662 |
| 2798 | LUHN | ROBERT | OH171 | 3116 W MONTGOMERY RD STE C | MAINEVILLE | Ohio | 45039-8609 | 513-697-9355 | 513-697-9366 |
| 3993 | Sidders | Adam | OH124 | 1421 LEXINGTON AVE | MANSFIELD | Ohio | 44907 | 419-756-2442 | 419-756-9000 |
| 2513 | KIRKBRIDE | JANEEN | OH183 | 140 GROSS ST | Marietta | Ohio | 45750-2031 | 740-373-0100 | 740-373-0102 |
| 3716 | WILLBRAND | DANIEL | OH171 | 9378 MASON MONTGOMERY RD | MASON | Ohio | 45040-8827 | 513-754-1578 | 513-754-1647 |
| 5845 | SCHILTZ | BENJAMIN | OH229 | 1240 LINCOLN WAY EAST | Massillon | Ohio | 44646 | 330-832-7500 | 330-832-7900 |
| 3808 | Schmitt | Linda | OH124 | 427 W DUSSEL DR | Maumee | Ohio | 43537 | 419-891-9000 | 419-891-9001 |
| 226 | BEHNKE | MICHAEL | OH124 | 1284 SOM CENTER RD | Mayfield Heights | Ohio | 44124-2048 | 440-461-5605 | 440-461-6654 |
| 1016 | ROBERTSON | SUELLEN | OH229 | 1114 N COURT ST | Medina | Ohio | 44256 | 330-725-7033 | 330-725-7203 |

| Center | Owner Last Name | Owner First Name | Area | Address | City | State | Zip | Phone | Fax |
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| 3314 | ROBERTSON | SUELLEN | OH229 | 3593 MEDINA RD | Medina | Ohio | 44256-8182 | 330-723-5853 | 330-723-8147 |
| 161 | YUSKO JR | FRANK | OH124 | 7665 MENTOR AVE | Mentor | Ohio | 44060-5409 | 440-942-4550 | 440-942-4514 |
| 245 | OBERGEFELL | RONALD | OH124 | 9401 MENTOR AVE | MENTOR | Ohio | 44060 | 440-255-5555 | 440-255-7264 |
| 2739 | WILLBRAND | LISA | OH171 | 1081-B STATE ROUTE 28 BYPASS | MILFORD | Ohio | 45150-2090 | 513-248-7500 | 513-248-7502 |
| 3910 | SNIDER | MICHAEL | OH183 | 5195 HAMPSTED VILLAGE CTR WAY | New Albany | Ohio | 43054 | 614-939-5195 | 614-939-9677 |
| 5993 | GREEN | ALLEN | OH229 | 513 MILL AVE SE | NEW PHILADELPHIA | Ohio | 44663 | 330-339-0200 | 330-339-0300 |
| 6576 | Wright | Jeff | OH183 | 1067 N 21ST ST | NEWARK | Ohio | 43055 | 740-366-0100 | 740-366-0042 |
| 3970 | SCHILTZ | BENJAMIN | OH229 | 1967 E MAPLE STREET | North Canton | Ohio | 44720 | 330-244-9820 | 330-244-9824 |
| 6548 | Haky Sr. | John | OH124 | 4597 Great Northern Blvd. | North Olmsted | Ohio | 44070-3424 | 440-716-2400 | 440-716-2440 |
| 6390 | MONNIUS | MARK | OH124 | 6090 Royalton Rd. | North Royalton | Ohio | 44133 | 440-628-8366 | 440-628-8377 |
| 1472 | SARACUSA | SAL | OH229 | 154 E AURORA RD | NORTHFIELD | Ohio | 44067 | 330-468-2466 | 330-468-2477 |
| 2399 | Narayan | Ashwin | OH171 | 2312 FAR HILLS AVE | OAKWOOD | Ohio | 45419-1512 | 937-294-8008 | 937-294-8035 |
| 4109 | PETERSON | KRISTIN | OH124 | 55 S MAIN ST | Oberlin | Ohio | 44074 | 440-774-7447 | 440-774-1224 |
| 5874 | COLEY | BOBBY | OH171 | 311 S COLLEGE AVE | Oxford | Ohio | 45056 | 513-523-8595 | 513-523-3685 |
| 619 | BOSAK | TRACI | OH124 | 7452 BROADVIEW RD | PARMA | Ohio | 44134-6711 | 216-236-6000 | 216-236-6328 |
| 6189 | KARNES | SCOTT | OH183 | 572 E BROAD ST | PATASKALA | Ohio | 43062 | 740-919-4528 | 740-919-4538 |
| 1015 | OBERGEFELL | RONALD | OH124 | 30799 PINETREE RD (LANDERWOOD PLAZA) | Pepper Pike | Ohio | 44124-5903 | 216-591-1668 | 216-591-1759 |
| 5420 | TUDOR | ERIC | OH124 | 27100 OAKMEAD DR | Perrysburg | Ohio | 43551 | 419-873-9840 | 419-873-9841 |
| 1164 | PAYNE | RONALD | OH183 | 1209 HILL RD N | Pickerington | Ohio | 43147 | 614-575-1166 | 614-575-1169 |
| 5664 | SCHMIDT | AARON | OH183 | 1712 11TH ST | PORTSMOUTH | Ohio | 45662 | 740-353-7700 | 740-353-7710 |
| 3485 | MAURER | JAMES | OH183 | 3982 POWELL RD | Powell | Ohio | 43065-7662 | 614-792-7860 | 614-792-7862 |
| 1308 | SWERESS | SCOTT | OH124 | 19885 DETROIT RD | Rocky River | Ohio | 44116-1815 | 440-333-4810 | 440-333-4812 |
| 5554 | STEWART | M | OH229 | 2789 E STATE ST STE 10 | SALEM | Ohio | 44460 | 330-337-1900 | 330-337-1904 |
| 1544 | SWERESS | SCOTT | OH124 | 16781 CHAGRIN BLVD | Shaker Heights | Ohio | 44120-3721 | 216-921-5500 | 216-921-0204 |
| 5974 | KASHIANI | HOSSEIN | OH124 | 4456 N ABBE RD | Sheffield Village | Ohio | 44054-2910 | 440-934-2343 | 440-934-2346 |
| 3238 | STEENROD | RICK | OH171 | 2150 W MICHIGAN ST | SIDNEY | Ohio | 45365 | 937-498-0015 | 937-498-0195 |
| 379 | VAUGHAN | DAVID | OH124 | 34194 AURORA RD | SOLON | Ohio | 44139-3803 | 440-248-7994 | 440-248-7996 |
| 3048 | JONES | GARY | OH171 | 251 W CENTRAL AVE | Springboro | Ohio | 45066 | 937-748-2700 | 937-748-4174 |
| 4588 | RIANO | RONALD | OH183 | 2071 N BECHTLE AVE | Springfield | Ohio | 45504-1503 | 937-399-6877 | 937-399-8331 |
| 6036 | RIVERS | JASON | OH229 | 117 S HOLLYWOOD BLVD | Steubenville | Ohio | 43952 | 740-314-5278 | 740-314-5234 |
| 908 | ALOISI | MATTHEW | OH229 | 3766 FISHCREEK RD | STOW | Ohio | 44224 | 330-673-5566 | 330-673-5583 |
| 5842 | MONNIUS | MARK | OH124 | 13500 PEARL RD STE 139 | STRONGSVILLE | Ohio | 44136 | 440-846-6000 | 440-846-6012 |
| 5494 | FERNANDEZ | DENNIS | OH124 | 5813 MONROE ST | SYLVANIA | Ohio | 43560 | 419-885-3124 | 419-885-3162 |
| 3512 | BURNHAM | CHARLES | OH124 | 6725 W CENTRAL AVE STE M | TOLEDO | Ohio | 43617-1154 | 419-843-6245 | 419-843-6230 |
| 5460 | TUDOR | ERIC | OH124 | 3550 EXECUTIVE PKWY STE 7 | TOLEDO | Ohio | 43606 | 419-578-0700 | 419-578-0710 |
| 1455 | HART | KENT | OH171 | 1841 W MAIN ST | Troy | Ohio | 45373 | 937-339-7955 | 937-339-8077 |
| 2046 | REMINDER | CHRISTOPHER | OH229 | 8870 DARROW ROAD STE F106 | Twinsburg | Ohio | 44087 | 330-963-7557 | 330-963-7577 |
| 1240 | Smitek | Jon | OH124 | 13940 CEDAR ROAD | University Heights | Ohio | 44118-3204 | 216-371-9300 | 216-371-9769 |
| 2584 | WETHINGTON | STACIE | OH171 | 8216 PRINCETON-GLENDALE RD | WEST CHESTER | Ohio | 45069-1675 | 513-860-9220 | 513-860-9419 |
| 2903 | WETHINGTON | STACIE | OH171 | 7723 TYLERS PLACE BLVD | West Chester | Ohio | 45069-4684 | 513-755-6662 | 513-755-6725 |
| 462 | ROEBUCK | WILLIAM | OH183 | 520 S STATE ST STE B | WESTERVILLE | Ohio | 43081 | 614-898-0160 | 614-898-0120 |
| 5141 | ROEBUCK | WILLIAM | OH183 | 752 N STATE ST | Westerville | Ohio | 43082 | 614-865-9837 | 614-882-9973 |
| 280 | MOORE | JOHN | OH124 | 25935 DETROIT RD | Westlake | Ohio | 44145-2453 | 440-835-2650 | 440-835-9201 |
| 2404 | SWERESS | SCOTT | OH124 | 30628 DETROIT RD | WESTLAKE | Ohio | 44145-5845 | 440-899-7227 | 440-899-7276 |
| 357 | BEHNKE | MICHAEL | OH124 | 5900 SOM CENTER RD UNIT #12 | Willoughby | Ohio | 44094-3044 | 440-943-5544 | 440-943-6326 |

| Center | Owner Last Name | Owner First Name | Area | Address | City | State | Zip | Phone | Fax |
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| 6071 | BUEHLER | SCOTT | OH229 | 3540 BURBANK RD | WOOSTER | Ohio | 44691 | 330-804-1700 | 330-804-1701 |
| 6417 | Wilhelm | Joe | OH171 | 2132 Sycamore St | WRIGHT PATTERSON AFB | Ohio | 45433 | 937-873-4013 | 937-873-4015 |
| 3332 | McMURRY | HOWARD | OK260 | 1405 4TH AVE NW | ARDMORE | Oklahoma | 73401 | 580-223-7783 | 580-223-7135 |
| 2613 | WILSON | KENT | OK222 | 414 SE WASHINGTON BLVD | Bartlesville | Oklahoma | 74006-2428 | 918-333-2090 | 918-333-2091 |
| 3459 | McLEA | MICHAEL | OK222 | 1216 E KENOSHA | Broken Arrow | Oklahoma | 74012-2007 | 918-259-9802 | 918-259-9605 |
| 3764 | CLAY | ROBERT | OK222 | 2608 WEST KENOSHA | Broken Arrow | Oklahoma | 74012 | 918-251-9116 | 918-251-0265 |
| 3013 | WILSON | KENT | OK222 | 500 S LYNN RIGGS | CLAREMORE | Oklahoma | 74017 | 918-341-3860 | 918-341-3861 |
| 6557 | Mobley | Virgil | OK222 | 14083 State Hwy 51 | Coweta | Oklahoma | 74429 | 918-279-0104 | 918-279-0264 |
| 4911 | JORDAN | STEVEN | OK260 | 4019 W HWY 70 | Durant | Oklahoma | 74701 | 580-931-8100 | 580-931-8106 |
| 101 | REED | ROBERT | OK260 | 3126 S BOULEVARD ST | EDMOND | Oklahoma | 73013-5308 | 405-348-0334 | 405-348-9615 |
| 3150 | AQRABAWI | TALAL | OK260 | 1050 E 2ND ST | EDMOND | Oklahoma | 73034 | 405-359-2226 | 405-359-2227 |
| 5601 | GALEGOR | GEORGE | OK260 | 2000 W DANFORTH RD #130 | EDMOND | Oklahoma | 73003 | 405-562-2148 | 405-562-2156 |
| 5063 | HARDEE | BRET | OK260 | 2504 W OWEN K GARRIOTT RD | Enid | Oklahoma | 73703 | 580-237-2500 | 580-237-2507 |
| 6206 | CHERRY | ROBYN | OK260 | 1712 MACOMB RD STE 300 | Fort Sill | Oklahoma | 73503-4544 | 580-248-7800 | 580-248-7801 |
| 2653 | Williams | Lonnie | OK260 | 1205 S AIR DEPOT | Midwest City | Oklahoma | 73110-4807 | 405-736-6100 | 405-737-7726 |
| 5312 | CHERRY | BENJAMIN | OK260 | 2119 RIVERWALK DR | MOORE | Oklahoma | 73160 | 405-735-2500 | 405-735-2503 |
| 2437 | Dallakoti | Krishna | OK260 | 3334 W MAIN ST | NORMAN | Oklahoma | 73072-4805 | 405-364-1109 | 405-321-9703 |
| 2074 | SLAVIN | ETHAN | OK260 | 5830 NW EXPRESSWAY | OKLAHOMA CITY | Oklahoma | 73132 | 405-728-2526 | 405-728-8425 |
| 2403 | PARSONS | CHRIS | OK260 | 12101 N MACARTHUR BLVD STE A | Oklahoma City | Oklahoma | 73162-1800 | 405-384-3032 | 405-384-3035 |
| 3331 | AMEND | ERIC | OK260 | 5030 N MAY AVE | OKLAHOMA CITY | Oklahoma | 73112-6010 | 405-942-1677 | 405-942-1851 |
| 4698 | WHITLEY | KERRI | OK260 | 4 NE 10TH ST | OKLAHOMA CITY | Oklahoma | 73104-1402 | 405-488-0794 | 405-488-0797 |
| 4785 | Simpson | Cindy | OK260 | 2410 W MEMORIAL RD STE C | OKLAHOMA CITY | Oklahoma | 73134 | 405-418-2225 | 405-418-2227 |
| 4818 | Dallakoti | Krishna | OK260 | 10600 S PENNSYLVANIA AVE STE 16 | OKLAHOMA CITY | Oklahoma | 73170 | 405-735-2877 | 405-735-2880 |
| 5488 | SAUNDERS | CHARLES | OK260 | 3362 N AVENUE BLDG 685 | OKLAHOMA CITY | Oklahoma | 73145 | 405-455-5540 | 405-455-5542 |
| 2964 | TIMMONS | WILLIAM | OK222 | 12324 E 86TH ST N | OWASSO | Oklahoma | 74055-2543 | 918-274-8998 | 918-274-3522 |
| 2543 | Childs | Pamela | OK260 | 2128 N 14TH ST STE 1 | PONCA CITY | Oklahoma | 74601-4654 | 580-762-6225 | 580-762-1119 |
| 3683 | VEENKER | MARK | OK222 | 3963 S HWY 97 | Sand Springs | Oklahoma | 74063-3829 | 918-241-2224 | 918-241-3297 |
| 3965 | WILSON | KENT | OK222 | 1006 W TAFT STREET | SAPULPA | Oklahoma | 74066 | 918-224-2291 | 918-224-0685 |
| 6124 | PAYNE | LINDA | OK260 | 3910 W 6TH AVE | STILLWATER | Oklahoma | 74074 | 405-624-8400 | 405-624-8401 |
| 6556 | PAYNE | LINDA | OK260 | 060 Student Union | STILLWATER | Oklahoma | 74078 | 405-372-2346 | 405-372-2375 |
| 1849 | HOPKINS | BRENT | OK222 | 3701 S HARVARD STE A | Tulsa | Oklahoma | 74135-2282 | 918-747-0662 | 918-747-0644 |
| 2262 | HARDEE | BRET | OK222 | 7107 S YALE AVE | Tulsa | Oklahoma | 74136 | 918-495-0688 | 918-495-1714 |
| 2372 | CLAY | ROBERT | OK222 | 5103 S SHERIDAN | TULSA | Oklahoma | 74145-7627 | 918-627-8388 | 918-622-0061 |
| 2779 | HOPKINS | LAURA | OK222 | 1611 S UTICA | Tulsa | Oklahoma | 74104-4909 | 918-749-2405 | 918-749-5992 |
| 3309 | McLEA | MICHAEL | OK222 | 10026-A S MINGO ROAD | Tulsa | Oklahoma | 74133-5700 | 918-249-8773 | 918-249-1259 |
| 4971 | CLAY | ROBERT | OK222 | 11063-D S MEMORIAL DR | Tulsa | Oklahoma | 74133 | 918-369-4877 | 918-369-4879 |
| 5194 | CLAY | ROBERT | OK222 | 9521 RIVERSIDE PKWY STE B | TULSA | Oklahoma | 74137 | 918-299-4880 | 918-299-4882 |
| 6015 | CARR | DEBORAH | OK222 | 7380 S OLYMPIA AVE | TULSA | Oklahoma | 74132-1849 | 918-447-8877 | 918-447-1877 |
| 6429 | CARR | DEBORAH | OK222 | 1717 N PEORIA AVE STE 2 | TULSA | Oklahoma | 74106 | 918-895-8772 | 918-895-8773 |
| 1887 | HUSAIN | SYED | OR128 | 20449 SW TV HWY | Aloha | Oregon | 97006 | 503-591-8559 | 503-591-9148 |
| 2197 | SOUDERS | HEATHER | OR128 | 2305 ASHLAND ST STE C | Ashland | Oregon | 97520 | 541-482-6245 | 541-482-6491 |
| 859 | Chen | Haiyan | OR128 | 4130 SW 117TH STE A | BEAVERTON | Oregon | 97005 | 503-627-0924 | 503-643-1851 |
| 1438 | MYERS | SCOTT | OR128 | 6107 SW MURRAY BLVD | BEAVERTON | Oregon | 97008-4421 | 503-644-6245 | 503-671-9647 |
| 3133 | MAJID | IRUM | OR128 | 16055 SW WALKER RD | BEAVERTON | Oregon | 97006 | 503-617-4592 | 503-617-4763 |
| 5253 | MAJID | IRUM | OR128 | 8630 SW SCHOLLS FERRY RD | BEAVERTON | Oregon | 97008-6621 | 503-646-2904 | 503-646-2919 |
| 6349 | Williams | Jerry | OR128 | 740 NE 3rd ST STE 3 | Bend | Oregon | 97701 | 541-385-1130 | 541-385-1859 |

| Center | Owner Last Name | Owner First Name | Area | Address | City | State | Zip | Phone | Fax |
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| 5938 | HOLZEM | WARREN | OR128 | 1109 SW 1ST AVE STE F | CANBY | Oregon | 97013-3859 | 503-266-4877 | 503-266-4801 |
| 803 | JENSEN | MARIE | OR128 | 10117 SE SUNNYSIDE RD STE F | Clackamas | Oregon | 97015-7708 | 503-653-0255 | 503-653-0535 |
| 2610 | WALDRON | DANIEL | OR128 | 922 NW CIRCLE BLVD UNIT 160 | CORVALLIS | Oregon | 97330 | 541-752-0056 | 541-752-1929 |
| 5088 | CHARLTON | SEAN | OR128 | 5060 SW PHILOMATH BLVD | CORVALLIS | Oregon | 97333 | 541-752-1830 | 541-752-1889 |
| 5813 | OLSON | MARK | OR128 | 1498 E MAIN ST STE 103 | Cottage Grove | Oregon | 97424 | 541-767-0888 | 541-767-0889 |
| 1094 | SCHNEIDER | BRIAN | OR128 | 1574 COBURG RD | Eugene | Oregon | 97401-4802 | 541-686-0233 | 541-686-0133 |
| 1432 | RAWLINGS | KEVIN | OR128 | 2852 WILLAMETTE ST | Eugene | Oregon | 97405 | 541-687-2836 | 541-343-8675 |
| 1463 | RAWLINGS | KEVIN | OR128 | 65 DIVISION AVE W-1 | EUGENE | Oregon | 97404-2485 | 541-461-0710 | 541-461-0757 |
| 5379 | WESTCOTT | JAMES | OR128 | 4325 COMMERCE ST STE 111 | Eugene | Oregon | 97402-5467 | 541-342-1773 | 541-342-1783 |
| 2806 | Katoch | Veena | OR128 | 2870 NE HOGAN RD STE E | GRESHAM | Oregon | 97030-3173 | 503-661-3993 | 503-661-4018 |
| 826 | MYERS | SCOTT | OR128 | 2459 SE TUALATIN VALLEY HWY | HILLSBORO | Oregon | 97123-7919 | 503-681-4660 | 503-681-4830 |
| 1261 | PAREKH | BHAVESH | OR128 | 2373 NW 185TH AVE | HILLSBORO | Oregon | 97124-7076 | 503-690-0234 | 503-690-0744 |
| 4174 | CHIAFULIO | DAVID | OR128 | 22115 NW IMBRIE DR | Hillsboro | Oregon | 97124 | 503-846-9896 | 503-846-9757 |
| 5043 | RYHLICK | BRAD | OR128 | 1767 12TH ST | Hood River | Oregon | 97031 | 541-386-7055 | 541-386-7062 |
| 5374 | DUVALL | NANCY | OR128 | 5434 RIVER RD N | Keizer | Oregon | 97303-4429 | 503-485-4044 | 503-485-4046 |
| 239 | KENWORTHY | DONALD | OR128 | 333 S STATE ST STE V | LAKE OSWEGO | Oregon | 97034 | 503-636-6790 | 503-636-0436 |
| 1892 | WEAVER | LEAH | OR128 | 16869 SW 65TH AVE | LAKE OSWEGO | Oregon | 97035-7865 | 503-598-7662 | 503-598-7603 |
| 4101 | HART | WALTER | OR128 | 20 EAST AIRPORT RD | Lebanon | Oregon | 97355 | 541-259-2404 | 541-259-2450 |
| 1837 | DANIELS | JANICE | OR128 | 1271 NE HWY 99W | MCMINNVILLE | Oregon | 97128-2722 | 503-434-9238 | 503-434-9109 |
| 1239 | WALLMANN | MARGARET | OR128 | 711 MEDFORD CENTER | Medford | Oregon | 97504 | 541-779-3359 | 541-779-4110 |
| 2465 | TATOS JR | JOHN | OR128 | 1314 CENTER DR STE B | MEDFORD | Oregon | 97501-7943 | 541-773-8811 | 541-773-8822 |
| 4176 | SOUDERS | HEATHER | OR128 | 1750 DELTA WATERS RD STE 102 | Medford | Oregon | 97504-9181 | 541-770-5353 | 541-282-9668 |
| 3134 | LIN | CHIU | OR128 | 10824 OAK ST & HWY 224 | MILWAUKIE | Oregon | 97222 | 503-794-0304 | 503-794-5929 |
| 3926 | Daniels | Steve | OR128 | 901 BRUTSCHER ST STE D | NEWBERG | Oregon | 97132 | 503-554-1959 | 503-554-1848 |
| 3934 | LAFAVERS | HENRY | OR128 | 3696 BROADWAY | North Bend | Oregon | 97459 | 541-267-4444 | 541-267-4900 |
| 5792 | COUGHLAN | HELEN | OR128 | 2050 BEAVERCREEK RD #101 | Oregon City | Oregon | 97045-7542 | 503-650-5855 | 503-650-7912 |
| 1953 | Daisy | Brian | OR128 | 9220 SW BARBUR BLVD STE 119 | PORTLAND | Oregon | 97219-5434 | 503-452-7340 | 503-452-7338 |
| 2251 | MEHNDIRATTA | KUSUM | OR128 | 3439 NE SANDY BLVD | Portland | Oregon | 97232 | 503-230-1808 | 503-230-9298 |
| 2929 | TRAN | THINH | OR128 | 465 NE 181ST AVE | PORTLAND | Oregon | 97230 | 503-665-7256 | 503-661-1427 |
| 3204 | PAREKH | BHAVESH | OR128 | 6312 SW CAPITOL HWY | Portland | Oregon | 97239 | 503-293-6559 | 503-293-1275 |
| 3234 | MEHNDIRATTA | KUSUM | OR128 | 4110 SE HAWTHORNE | PORTLAND | Oregon | 97214 | 503-236-5587 | 503-236-4293 |
| 3379 | KIMBLE | VERNON | OR128 | 10940 SW BARNES RD | PORTLAND | Oregon | 97225 | 503-646-9999 | 503-646-9948 |
| 3506 | SHIPPEY | CRAIG | OR128 | 4804 NW BETHANY BLVD STE I-2 | PORTLAND | Oregon | 97229-9260 | 503-533-5522 | 503-533-5577 |
| 3604 | ARENA | JAMES | OR128 | 818 SW 3RD AVE | PORTLAND | Oregon | 97204-2405 | 503-222-4888 | 503-222-2002 |
| 5263 | McKENNEY SR | DONALD | OR128 | 4207 SE WOODSTOCK BLVD | PORTLAND | Oregon | 97206 | 503-788-1400 | 503-788-1455 |
| 5298 | FIELDS | JOEL | OR128 | 1327 SE TACOMA ST | PORTLAND | Oregon | 97202 | 503-235-7122 | 503-231-8276 |
| 6163 | WILLIAMS | SHARON | OR128 | 1819 SW 5TH AVE | PORTLAND | Oregon | 97201 | 503-546-3843 | 503-473-8519 |
| 6227 | McKENNEY SR | DONALD | OR128 | 3519 NE 15TH AVE | PORTLAND | Oregon | 97212 | 503-281-3501 | 503-281-3505 |
| 6302 | McKENNEY SR | DONALD | OR128 | 921 SW 6th Ave | PORTLAND | Oregon | 97204 | 503-208-3352 | 971-302-6146 |
| 6362 | McKENNEY SR | DONALD | OR128 | 422 NW 13th AVE | PORTLAND | Oregon | 97209 | 971-279-5337 | 971-279-5361 |
| 6470 | Korda | Renee | OR128 | 4931 SW 76th AVE | PORTLAND | Oregon | 97225 | 503-292-1006 | 503-292-1312 |
| 5034 | Peng | Han | OR128 | 3019 NW STEWART PARKWAY #304 | ROSEBURG | Oregon | 97470-4965 | 541-672-5699 | 541-672-6896 |
| 1566 | REED | ROBERT | OR128 | 3760 MARKET ST NE | SALEM | Oregon | 97301-1826 | 503-399-1320 | 503-399-1954 |
| 3244 | SPALDING | MONTY | OR128 | 4676 COMMERCIAL ST SE | Salem | Oregon | 97302 | 503-391-7075 | 503-391-6954 |
| 6493 | Shriver | Norman | OR128 | 2755 Commercial ST SE STE 101 | SALEM | Oregon | 97302 | 503-385-8328 | 971-304-7967 |

| Center | Owner Last Name | Owner First Name | Area | Address | City | State | Zip | Phone | Fax |
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| 5572 | KENNEDY | JULIA | OR128 | 38954 PROCTOR BLVD | SANDY | Oregon | 97055 | 503-668-6263 | 503-668-8978 |
| 2755 | MYERS | SCOTT | OR128 | 21370 SW Langer Farms Pkwy STE 142 | SHERWOOD | Oregon | 97140 | 503-625-1217 | 503-625-3057 |
| 2576 | MERMIS | JESSICA | OR128 | 1863 PIONEER PKWY E | SPRINGFIELD | Oregon | 97477-3907 | 541-741-0411 | 541-741-0522 |
| 798 | JENSEN | MARIE | OR128 | 13500 SW PACIFIC HWY STE 58 | Tigard | Oregon | 97223-4803 | 503-624-7148 | 503-624-7248 |
| 5816 | LEWIS | DANA | OR128 | 5 N HWY 101 | WARRENTON | Oregon | 97146 | 503-861-7447 | 503-861-7039 |
| 4182 | GOLDFARB | DAVID | OR128 | 19363 WILLAMETTE DR | WEST LINN | Oregon | 97068 | 503-636-7617 | 503-636-7625 |
| 3873 | WALLACE | BRUCE | OR128 | 29030 SW TOWN CENTER LOOP EAST STE 202 | WILSONVILLE | Oregon | 97070 | 503-582-8986 | 503-582-8337 |
| 2756 | STEIGERWALT | CORA | PA190 | 3440 LEHIGH ST | Allentown | Pennsylvania | 18103 | 610-966-4255 | 610-966-4256 |
| 4651 | TORO | GEORGE | PA190 | 1874 CATASAUQUA RD | ALLENTOWN | Pennsylvania | 18109 | 610-266-1908 | 610-266-1478 |
| 5003 | GERTZ | KEVIN | PA190 | 1636 N CEDAR CREST BLVD | ALLENTOWN | Pennsylvania | 18104 | 610-351-8371 | 610-351-9154 |
| 6512 | SMALL | JAMES | PA256 | 1002 LOGAN BLVD STE 114 | ALTOONA | Pennsylvania | 16602 | 814-201-2038 | 814-201-2432 |
| 6410 | Nachman | John | PA190 | 4920 Pennell RD | ASTON | Pennsylvania | 19014 | 484-816-0252 | 484-816-0239 |
| 2447 | SHAHZAD | NILAM | PA190 | 2820 AUDUBON VILLAGE DR | AUDUBON | Pennsylvania | 19403-2262 | 610-650-8114 | 610-650-8116 |
| 1360 | POUTOUS | WILLIAM | PA162 | 5225 LIBRARY ROAD SOUTH PARK SHOPS | Bethel Park | Pennsylvania | 15102 | 412-854-5955 | 412-854-5963 |
| 3455 | GLASS | GREGORY | PA162 | 2400 OXFORD DR | Bethel Park | Pennsylvania | 15102-1856 | 412-833-5714 | 412-833-5645 |
| 5597 | CLEMENS | MARK | PA190 | 1301 SKIPPACK PIKE STE 7A | Blue Bell | Pennsylvania | 19422 | 610-279-4154 | 610-279-2847 |
| 1789 | GLASS | GREGORY | PA162 | 1597 WASHINGTON PIKE STE A38 | BRIDGEVILLE | Pennsylvania | 15017-2899 | 412-446-2777 | 412-446-2779 |
| 3723 | BRADY | KEVIN | PA190 | 24 N BRYN MAWR AVE | BRYN MAWR | Pennsylvania | 19010-3304 | 610-525-8623 | 610-525-9329 |
| 3831 | CHILD | DAVID | PA190 | 4950-C YORK RD PO BOX 2000 | BUCKINGHAM | Pennsylvania | 18912 | 215-794-1199 | 215-794-1177 |
| 5097 | HANDYSIDE | ERNA | PA162 | 260 PULLMAN SQUARE | BUTLER | Pennsylvania | 16001 | 724-431-0089 | 724-431-0091 |
| 2878 | Chaudrue | Justin | PA203 | 950 WALNUT BOTTOM RD STE 15 | CARLISLE | Pennsylvania | 17015 | 717-241-5554 | 717-241-5373 |
| 3040 | WAGAMAN | DOUGLAS | PA203 | 975 WAYNE AVE | Chambersburg | Pennsylvania | 17201 | 717-267-2700 | 717-267-1998 |
| 3223 | CONFORTI | KIP | PA256 | 1143 NORTHERN BLVD | Clarks Summit | Pennsylvania | 18411 | 570-587-1235 | 570-587-1392 |
| 3575 | McHUGH | DONNA | PA190 | 130 W MAIN ST STE 144 | COLLEGEVILLE | Pennsylvania | 19426 | 610-409-2580 | 610-409-2585 |
| 3562 | BLOCK | NORMAN | PA190 | 1950 BUTLER PIKE | Conshohocken | Pennsylvania | 19428-1202 | 610-397-1000 | 610-397-1910 |
| 1600 | HANDYSIDE | ERNA | PA162 | 20436 RTE 19 STE 620 | CRANBERRY TOWNSHIP | Pennsylvania | 16066 | 724-772-6250 | 724-772-6292 |
| 2487 | McQueen | David | PA256 | 62 DALLAS SHOPPING CENTER | DALLAS | Pennsylvania | 18612 | 570-674-2429 | 570-674-2431 |
| 6432 | McQueen | David | PA256 | 1330 Main St STE 4 | Dickson City | Pennsylvania | 18519 | 570-382-3228 | 570-382-3227 |
| 3093 | COBB | BRUCE | PA190 | 3947 W LINCOLN HWY | Downingtown | Pennsylvania | 19335 | 610-518-5010 | 610-518-5476 |
| 3797 | Cook | Barrett | PA190 | 73 OLD DUBLIN PIKE STE 10 | DOYLESTOWN | Pennsylvania | 18901 | 215-230-9898 | 215-230-9495 |
| 3745 | POWERS | KAIJA | PA190 | 1005 PONTIAC RD | Drexel Hill | Pennsylvania | 19026-5017 | 610-924-9360 | 610-924-9361 |
| 5956 | CONFORTI | KIP | PA256 | 201 S BLAKELY ST | Dunmore | Pennsylvania | 18512 | 570-558-6300 | 570-558-6302 |
| 4628 | MALL | DOROTHY | PA256 | 221 SKYLINE DRIVE STE 208 | E STROUDSBURG | Pennsylvania | 18301 | 570-420-1101 | 570-420-1201 |
| 2166 | HIGGINS | JAMES | PA256 | 512 NORTHAMPTON ST | Edwardsville | Pennsylvania | 18704 | 570-288-9901 | 570-288-9810 |
| 3230 | SHUTT | RICHARD | PA203 | 108 N READING RD STE F | Ephrata | Pennsylvania | 17522 | 717-733-1482 | 717-733-2167 |
| 5155 | ARTISE | RACHEL | PA256 | 2501 W 12TH ST (YORKTOWN CENTER) | ERIE | Pennsylvania | 16505 | 814-836-1877 | 814-836-1866 |
| 5271 | FANZINI | CHRIS | PA256 | 707 W 38TH ST | ERIE | Pennsylvania | 16508 | 814-464-1566 | 814-464-1568 |
| 829 | BROWNSTEIN | WILLIAM | PA203 | 185 NEWBERRY COMMONS | Etters | Pennsylvania | 17319 | 717-938-3242 | 717-938-2392 |
| 754 | BRADY | KEVIN | PA190 | 64 E UWCHLAN AVE | Exton | Pennsylvania | 19341-1203 | 610-524-8722 | 610-524-9153 |
| 5421 | BRUNETTI | DANIEL | PA190 | 148 EAST STREET RD | Feasterville | Pennsylvania | 19053 | 215-322-7447 | 215-322-8329 |
| 5726 | Fleming | Patrick | PA162 | 5513 WM FLYNN HWY STE 400 | GIBSONIA | Pennsylvania | 15044-9246 | 724-443-0381 | 724-443-0385 |
| 6539 | Berman | Spencer | PA190 | 391 Wilmington-West Chester Pike | GLEN MILLS | Pennsylvania | 19342 | 610-358-1465 | 610-358-5286 |
| 3059 | McCUTCHEON | FAITH | PA162 | 645 E PITTSBURGH ST | Greensburg | Pennsylvania | 15601 | 724-850-6245 | 724-850-9050 |
| 5167 | TRAUBE | DON | PA203 | 1418 BALTIMORE ST STE 12 | HANOVER | Pennsylvania | 17331 | 717-646-1118 | 717-646-1119 |
| 2302 | DERITO | JOHN | PA190 | 292 MAIN ST | Harleysville | Pennsylvania | 19438 | 215-256-4241 | 215-256-8790 |
| 918 | SCHROEDER | LLOYD | PA203 | 3915 UNION DEPOSIT RD | HARRISBURG | Pennsylvania | 17109-5920 | 717-561-4623 | 717-561-1624 |
| 1125 | SCHROEDER | LLOYD | PA203 | 6059 ALLENTOWN BLVD STE 118 | HARRISBURG | Pennsylvania | 17112 | 717-540-8033 | 717-540-8035 |
| 2204 | MUDGETT | ANN | PA203 | 4075 LINGLESTOWN RD | HARRISBURG | Pennsylvania | 17112 | 717-541-5484 | 717-541-5487 |

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| 5007 | CUCE | CATHERINE | PA190 | 1250 BETHLEHEM PIKE STE S | HATFIELD | Pennsylvania | 19440 | 215-997-2212 | 215-997-2214 |
| 6475 | Cook | William | PA190 | 101 W Eagle RD | HAVERTOWN | Pennsylvania | 19083 | 610-449-9000 | 610-449-9088 |
| 5937 | BAYER | JUDE | PA256 | 572 W BROAD ST | Hazleton | Pennsylvania | 18201-6108 | 570-455-0994 | 570-455-0995 |
| 4803 | STEIGERWALT | CORA | PA190 | 1866 LEITHSVILLE RD | HELLERTOWN | Pennsylvania | 18055 | 610-838-8323 | 610-838-8364 |
| 5564 | McQueen | David | PA256 | 1114 TEXAS PALMYRA HWY | Honesdale | Pennsylvania | 18431 | 570-253-0100 | 570-253-6893 |
| 2482 | MUDGETT | ANN | PA203 | 1152 MAE ST | Hummelstown | Pennsylvania | 17036-9185 | 717-534-6245 | 717-534-2822 |
| 2792 | SZENYO | JEFFREY | PA162 | 1544 OAKLAND AVE | Indiana | Pennsylvania | 15701 | 724-465-9230 | 724-465-9232 |
| 3555 | RODRIGUEZ | ALEX | PA190 | 93 OLD YORK RD STE 1 | Jenkintown | Pennsylvania | 19046-3925 | 215-376-0100 | 215-376-0110 |
| 3637 | SMITH | CYNTHIA | PA162 | 1513 SCALP AVE STE 260 | Johnstown | Pennsylvania | 15904-3331 | 814-266-8877 | 814-262-7220 |
| 1005 | FREY | KRISTINE | PA203 | 590 CENTERVILLE RD | Lancaster | Pennsylvania | 17601 | 717-898-9303 | 717-898-9302 |
| 3413 | WARD | ART | PA203 | 1390 COLUMBIA AVE | LANCASTER | Pennsylvania | 17603-4743 | 717-299-9269 | 717-299-6599 |
| 967 | SCALEA | ALBERT | PA190 | 13 SUMMIT SQUARE CTR | Langhorne | Pennsylvania | 19047 | 215-860-6662 | 215-860-0766 |
| 1954 | Ralston | Jean | PA190 | 640 COWPATH RD | Lansdale | Pennsylvania | 19446-1563 | 215-362-7366 | 215-362-7491 |
| 6265 | Osborne | David | PA203 | 1040 W CRESTVIEW DR | LEBANON | Pennsylvania | 17042 | 717-277-5479 | 717-277-5894 |
| 1546 | TRAUBE | DON | PA203 | 717 MARKET ST, STE 111 | LEMOYNE | Pennsylvania | 17043 | 717-737-6777 | 717-737-7116 |
| 5918 | HALL | ALISON | PA256 | 185 AJK BLVD | LEWISBURG | Pennsylvania | 17837 | 570-523-2611 | 570-523-2612 |
| 4517 | JORDAN | BENJAMIN | PA203 | 1002 LITITZ PIKE | Lititz | Pennsylvania | 17543 | 717-627-4883 | 717-627-4577 |
| 902 | COGHE | ELIZABETH | PA162 | 4017 WASHINGTON RD | MCMURRAY | Pennsylvania | 15317 | 724-941-9004 | 724-941-9140 |
| 698 | ELDER | TIMOTHY | PA203 | 4900 CARLISLE PIKE | MECHANICSBURG | Pennsylvania | 17050-7709 | 717-731-0555 | 717-731-0565 |
| 3763 | MEHRTASH | PARVIN | PA203 | 275 CUMBERLAND PKWY PLZ | MECHANICSBURG | Pennsylvania | 17055 | 717-795-8818 | 717-795-9202 |
| 5046 | POWERS | KAIJA | PA190 | 1167 WEST BALTIMORE PIKE | MEDIA | Pennsylvania | 19063 | 610-566-1988 | 610-566-8006 |
| 5820 | SKLACK | MICHAEL | PA162 | 204 GOLFOVIEW DRIVE | Monaca | Pennsylvania | 15061 | 724-774-4942 | 724-774-0503 |
| 730 | KORBAKES | GEORGE | PA162 | 322 MALL BLVD | Monroeville | Pennsylvania | 15146-2229 | 412-856-9818 | 412-856-7808 |
| 4886 | TRIKO | CARITA | PA162 | 5990 UNIVERSITY BLVD | MOON TOWNSHIP | Pennsylvania | 15108-4235 | 412-264-9333 | 412-264-9335 |
| 3853 | ROSBOROUGH | JOHN | PA203 | 929 E MAIN ST | Mount Joy | Pennsylvania | 17552 | 717-492-0223 | 717-492-0224 |
| 5501 | BEDNAR | CHRISTOPHER | PA256 | 3308 ROUTE 940 SUITE 104 | Mount Pocono | Pennsylvania | 18344 | 570-839-8010 | 570-839-8020 |
| 4933 | CHILD | DAVID | PA190 | 6542A LOWER YORK RD | NEW HOPE | Pennsylvania | 18938 | 215-862-3600 | 215-862-7638 |
| 3051 | Walsh, Jr. | Edmund | PA190 | 3553 W CHESTER PIKE | NEWTOWN SQUARE | Pennsylvania | 19073 | 610-359-6250 | 610-359-6290 |
| 5325 | CONNELLY | JAMES | PA190 | 34 EAST GERMANTOWN PIKE | Norristown | Pennsylvania | 19401 | 610-313-1889 | 610-313-1887 |
| 5435 | McCUTCHEON | FAITH | PA162 | 8701 STATE RTE 30 | NORTH HUNTINGDON | Pennsylvania | 15642 | 724-864-4670 | 724-864-4671 |
| 6472 | CONFORTI | KIP | PA256 | 815 S Main ST | Old Forge | Pennsylvania | 18518 | 570-471-7644 | 570-471-7642 |
| 5269 | BILTZ | SCOTT | PA203 | 1200 E MAIN ST STE 2 | Palmyra | Pennsylvania | 17078 | 717-838-2800 | 717-838-1330 |
| 6364 | Walsh, Jr. | Edmund | PA190 | 1710 E Lancaster AVE | PAOLI | Pennsylvania | 19301 | 484-328-3464 | 484-328-3469 |
| 5999 | JENKINS | RICHARD | PA190 | 320 COMMONS DRIVE | Parkesburg | Pennsylvania | 19365-2154 | 610-857-2240 | 610-857-2260 |
| 2473 | BRADY | ALFRED | PA190 | 3720 SPRUCE ST | PHILADELPHIA | Pennsylvania | 19104-3602 | 215-222-2840 | 215-222-3902 |
| 3263 | BRADY | ALFRED | PA190 | 1735 MARKET ST STE A | PHILADELPHIA | Pennsylvania | 19103-7502 | 215-567-6006 | 215-567-0669 |
| 3633 | VRADELIS | SCOTT | PA190 | 614 South 4th St | PHILADELPHIA | Pennsylvania | 19147-2305 | 215-733-9200 | 215-733-9225 |
| 4038 | OXENFORD | JACQUELYN | PA190 | 8500 ESSINGTON AVE | PHILADELPHIA | Pennsylvania | 19153 | 215-492-7400 | 215-492-8879 |
| 4242 | BOHACH | JOHN | PA190 | 51 N 3RD ST | PHILADELPHIA | Pennsylvania | 19106 | 215-629-4990 | 215-629-4992 |
| 4744 | RODRIGUEZ | ALEX | PA190 | 7715 CRITTENDEN ST | Philadelphia | Pennsylvania | 19118-4421 | 215-242-2800 | 215-242-2900 |
| 5145 | ROAT | STEPHEN | PA190 | 2417 WELSH RD - BLUE GRASS PLZ SHPNG CTR | PHILADELPHIA | Pennsylvania | 19114 | 215-464-1877 | 215-464-2737 |
| 5583 | SOROKA | VIKTOR | PA190 | 10871 BUSTLETON AVE | PHILADELPHIA | Pennsylvania | 19116 | 215-698-1296 | 215-698-1573 |
| 5760 | ELAM JR | GLENWOOD | PA190 | 1755 N 13TH ST (TEMPLE UNIVERSITY) | PHILADELPHIA | Pennsylvania | 19122 | 215-204-7815 | 215-204-2822 |
| 6025 | TU | HIEN | PA190 | 1229 CHESTNUT ST | Philadelphia | Pennsylvania | 19107 | 215-568-4555 | 215-568-0515 |
| 6332 | Rytter | Reginald | PA190 | 6024 Ridge Ave. | PHILADELPHIA | Pennsylvania | 19128 | 267-900-5600 | 267-900-5598 |

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| 3273 | BRADY | KEVIN | PA190 | 518 KIMBERTON RD | Phoenixville | Pennsylvania | 19460-4737 | 610-917-8100 | 610-917-0800 |
| 434 | WEIN | TEDD | PA162 | 4885 MC KNIGHT RD | Pittsburgh | Pennsylvania | 15237-3400 | 412-369-9200 | 412-369-9204 |
| 1080 | JACKSON | JAY | PA162 | 1735 E CARSON ST | PITTSBURGH | Pennsylvania | 15203-1700 | 412-381-7755 | 412-381-7759 |
| 1728 | COGHE | ELIZABETH | PA162 | 10 OLD CLAIRTON RD STE 12A | PITTSBURGH | Pennsylvania | 15236-2447 | 412-653-8020 | 412-653-8021 |
| 1835 | McCUTCHEON | FAITH | PA162 | 2366 GOLDEN MILE HWY | Pittsburgh | Pennsylvania | 15239-2710 | 724-733-1111 | 724-733-2971 |
| 2828 | MAGRISH | MICHAEL | PA162 | 1151 FREEPORT RD | PITTSBURGH | Pennsylvania | 15238-3103 | 412-782-4003 | 412-782-4737 |
| 3456 | McCUTCHEON | FAITH | PA162 | 11632 FRANKSTOWN RD | Pittsburgh | Pennsylvania | 15235-3319 | 412-371-6783 | 412-371-6784 |
| 5392 | Kennedy | Robert | PA162 | 1525 PARK MANOR BLVD | PITTSBURGH | Pennsylvania | 15205-4805 | 412-787-5912 | 412-787-5914 |
| 5971 | GOODMAN | GREGG | PA162 | 3945 FORBES AVE | PITTSBURGH | Pennsylvania | 15213 | 412-621-6261 | 412-621-6170 |
| 4880 | CLEMENS | MARK | PA190 | 88 GLOCKER WAY (SUBURBIA SHOPPING CTR) | POTTSTOWN | Pennsylvania | 19465 | 610-718-0544 | 610-718-0547 |
| 5102 | WEBER | MICHAEL | PA190 | 258 N WEST END BLVD | Quakertown | Pennsylvania | 18951 | 215-538-8622 | 215-538-8623 |
| 5878 | PAZ | RAPHAEL | PA203 | 651 LOMBARD RD | Red Lion | Pennsylvania | 17356 | 717-246-7670 | 717-246-7672 |
| 5082 | SHAH | SAMIT | PA190 | 70 BUCKWALTER RD STE 900 | Royersford | Pennsylvania | 19468 | 610-948-0911 | 610-948-2015 |
| 4795 | VAN ALLEN | DOUGLAS | PA256 | 1766 ELMIRA STREET | SAYRE | Pennsylvania | 18840 | 570-888-7447 | 570-888-0716 |
| 6335 | Chaudrue | Justin | PA203 | 408 LANCASTER DR | SHIPPENSBURG | Pennsylvania | 17257-4004 | 717-477-0877 | 717-477-0870 |
| 3038 | SAMPLES | ANDREA | PA203 | 644 SHREWSBURY COMMONS AVE | SHREWSBURY | Pennsylvania | 17361 | 717-235-9446 | 717-235-9447 |
| 5606 | KOBEISSI | MAHMOUD | PA190 | 2669 SHILLINGTON RD | Sinking Spring | Pennsylvania | 19608 | 610-678-7225 | 610-678-7422 |
| 4908 | BENSON | DAVID | PA190 | 352 SECOND ST PIKE | SOUTHAMPTON | Pennsylvania | 18966 | 215-355-6603 | 215-355-6673 |
| 1493 | BRUNETTI | DANIEL | PA190 | 1121 N BETHLEHEM PIKE STE 60 | Spring House | Pennsylvania | 19477 | 215-283-9991 | 215-283-9985 |
| 69 | LITKE | DONNA | PA256 | 210 W HAMILTON AVE | State College | Pennsylvania | 16801 | 814-237-2552 | 814-237-2687 |
| 5642 | SMALL | JAMES | PA256 | 19 COLONNADE WAY STE 117 | STATE COLLEGE | Pennsylvania | 16803 | 814-238-8001 | 814-238-8009 |
| 4907 | Rytter | Reginald | PA190 | 868 W STREET RD | Warminster | Pennsylvania | 18974 | 215-672-5330 | 215-672-7790 |
| 1152 | BRADY | KEVIN | PA190 | 303 W LANCASTER AVE | WAYNE | Pennsylvania | 19087 | 610-975-0860 | 610-975-0864 |
| 3443 | BRADY | KEVIN | PA190 | 295 E SWEDESFORD | WAYNE | Pennsylvania | 19087-1462 | 610-975-9500 | 610-975-0728 |
| 3474 | HEARE | RENEE | PA203 | 2011 E MAIN ST | WAYNESBORO | Pennsylvania | 17268-1882 | 717-762-9127 | 717-762-9136 |
| 753 | DOUGLASS | JAMES | PA190 | 1554 PAOLI PIKE | West Chester | Pennsylvania | 19380-6123 | 610-692-6076 | 610-692-9652 |
| 4721 | BRADY | KEVIN | PA190 | 929 S HIGH ST | WEST CHESTER | Pennsylvania | 19382 | 610-692-2224 | 610-692-0192 |
| 1050 | MAGRISH | MICHAEL | PA162 | 3000 VILLAGE RUN RD #103 | Wexford | Pennsylvania | 15090 | 724-934-1088 | 724-934-1036 |
| 5985 | TAPOCIK | KRISTIN | PA162 | 1985 LINCOLN WAY STE 23 | White Oak | Pennsylvania | 15131 | 412-664-1482 | 412-664-1484 |
| 4443 | GROLLER | GARRETT | PA190 | 1710 MACARTHUR RD | Whitehall | Pennsylvania | 18052 | 610-433-8790 | 610-433-9344 |
| 1927 | LITKE | DONNA | PA256 | 1784 EAST 3RD STREET | WILLIAMSPORT | Pennsylvania | 17701 | 570-326-6606 | 570-326-5077 |
| 5342 | WEXLER | BARRY | PA190 | 3959 WELSH RD | WILLOW GROVE | Pennsylvania | 19090 | 215-657-5701 | 215-657-5703 |
| 2450 | MATHIS | GERALD | PA203 | 2600 WILLOW ST PIKE N | Willow Street | Pennsylvania | 17584 | 717-464-7225 | 717-464-3250 |
| 3354 | BRADY | KEVIN | PA190 | 333 E LANCASTER AVE | WYNNEWOOD | Pennsylvania | 19096-1929 | 610-642-8660 | 610-642-8450 |
| 5496 | MINETOLA | JOHN | PA256 | 1078 WYOMING AVE | WYOMING | Pennsylvania | 18644 | 570-693-4050 | 570-693-4078 |
| 644 | EMSWILER | CAROL | PA203 | 2536 EASTERN BLVD | YORK | Pennsylvania | 17402 | 717-757-6245 | 717-755-9046 |
| 1161 | SHOEMAKER | FRED | PA203 | 2159 WHITE ST STE 3 | York | Pennsylvania | 17404 | 717-852-8029 | 717-852-0554 |
| 1224 | SAMPLES | ANDREA | PA203 | 204 SAINT CHARLES WAY UNIT E | YORK | Pennsylvania | 17402 | 717-747-5599 | 717-747-5459 |
| 5968 | CIRINO | SYLVIA | PR261 | GATE 5 PLAZA HWY 110 KM 9.8 | Aguadilla | Puerto Rico | 00603 | 787-890-0955 | 787-890-0957 |
| 3161 | JUAN | VILMA | PR261 | 405 ESMERALDA AVE PONCE DE LEON | Guaynabo | Puerto Rico | 00969-4457 | 787-287-6133 | 787-287-6122 |
| 3795 | MEDINA | LUZ | PR261 | B5 CALLE TABONUCO STE 216 | Guaynabo | Puerto Rico | 00968 | 787-705-0044 | 787-705-0046 |
| 955 | LEBLANC | JENNIFER | MA137 | 18 MAPLE AVE | BARRINGTON | Rhode Island | 02806-3520 | 401-247-0290 | 401-245-0277 |
| 5823 | CLEMENS | WAYNE | MA137 | 11 BROADCOMMON ROAD | BRISTOL | Rhode Island | 02809-2721 | 401-396-9960 | 401-253-1390 |
| 4893 | SCHMITT | SCOTT | MA137 | 2130 MENDON RD | CUMBERLAND | Rhode Island | 02864-3805 | 401-333-9100 | 401-333-9155 |
| 3346 | PATEL | KETAN | MA137 | 5600 POST RD #114 | East Greenwich | Rhode Island | 02818-3400 | 401-886-7447 | 401-886-5678 |
| 5404 | ADELSON | BARRY | MA137 | 91 POINT JUDITH RD | Narragansett | Rhode Island | 02882-3470 | 401-782-3930 | 401-782-3939 |

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| 3909 | ADELSON | BARRY | MA137 | 270 BELLEVUE AVE | NEWPORT | Rhode Island | 02840-3516 | 401-848-7600 | 401-848-9999 |
| 3114 | LEBLANC | JENNIFER | MA137 | 11 S ANGELL ST | PROVIDENCE | Rhode Island | 02906-5206 | 401-751-6245 | 401-421-3290 |
| 5513 | HEBERT | KIMBERLY | MA137 | 900 VICTORY HWY | Slatersville | Rhode Island | 02876-1100 | 401-597-0466 | 401-597-0468 |
| 432 | PETERSEN | JOANNE | MA137 | 400 PUTNAM PIKE STE J | SMITHFIELD | Rhode Island | 02917-2408 | 401-231-3330 | 401-231-0320 |
| 504 | FOLLETT | EILEEN | MA137 | 1643 WARWICK AVE | WARWICK | Rhode Island | 02889-1525 | 401-738-4612 | 401-732-6310 |
| 2658 | Cox | Terri | GA131 | 262 EASTGATE DR | Aiken | South Carolina | 29803-7698 | 803-642-0069 | 803-642-0045 |
| 1951 | DAVIS | JAMES | SC246 | 3300 N MAIN ST STE D | Anderson | South Carolina | 29621-4128 | 864-261-7300 | 864-261-3399 |
| 5862 | DAVIS | JAMES | SC246 | 713 E GREENVILLE ST | Anderson | South Carolina | 29621 | 864-225-8883 | 864-225-8804 |
| 3483 | HORTON JR | JOHN | SC246 | 219 SCOTT ST | Beaufort | South Carolina | 29902-5554 | 843-525-9362 | 843-525-6897 |
| 4753 | Schlobohm | Rudolph | SC246 | 330 ROBERT SMALLS PARKWAY STE 24 | Beaufort | South Carolina | 29906 | 843-470-9095 | 843-470-9096 |
| 1500 | BAUTISTA | PAMELA | SC246 | 198 OKATIE VILLAGE DR STE 103 | Bluffton | South Carolina | 29909 | 843-705-9650 | 843-705-9652 |
| 3082 | GEORGE | JANET | SC246 | 20 TOWNE DR | BLUFFTON | South Carolina | 29910 | 843-815-5188 | 843-815-5189 |
| 3502 | GAMINDE | JON | SC246 | 3740 BOILING SPRINGS HWY | Boiling Springs | South Carolina | 29316-5760 | 864-814-1999 | 864-814-1998 |
| 3479 | HORNSBY II | CHALMERS | SC246 | 1670 SPRINGDALE DR UNIT 9 | CAMDEN | South Carolina | 29020-4162 | 803-425-9623 | 803-425-5623 |
| 3565 | TOLLEY | MARK | SC246 | 140A AMICK'S FERRY RD | CHAPIN | South Carolina | 29036-9400 | 803-932-0002 | 803-932-0003 |
| 2114 | TAYLOR | HUGH | SC246 | 1643 B SAVANNAH HWY | Charleston | South Carolina | 29407 | 843-763-6894 | 843-763-7202 |
| 2386 | Chewning | Jonathan | SC246 | 164 MARKET ST STE D | CHARLESTON | South Carolina | 29401-1984 | 843-723-1220 | 843-723-0266 |
| 3069 | CLARKE II | ROBERT | SC246 | 520 FOLLY RD | CHARLESTON | South Carolina | 29412 | 843-406-9400 | 843-406-2700 |
| 6234 | PATEL | SHITAL | SC246 | 2998 W MONTAGUE AVE | CHARLESTON | South Carolina | 29418 | 843-308-0223 | 843-789-3287 |
| 3497 | SEIGLER | RYAN | SC246 | 501-8 OLD GREENVILLE HWY | CLEMSON | South Carolina | 29631-1788 | 864-654-9144 | 864-654-8122 |
| 3000 | MALLOY | DORIS | SC246 | 10120 TWO NOTCH RD | COLUMBIA | South Carolina | 29223 | 803-865-9966 | 803-865-9001 |
| 3072 | TOLLEY | MARK | SC246 | 7001 ST ANDREWS RD | Columbia | South Carolina | 29212 | 803-407-7704 | 803-407-7705 |
| 3137 | Sanford | Janice | SC246 | 4711 FOREST DR STE 3 | COLUMBIA | South Carolina | 29206 | 803-790-0500 | 803-790-5544 |
| 3770 | CUNNINGHAM SR | RICHARD | SC246 | 701 GERVAIS ST STE 150 | COLUMBIA | South Carolina | 29201 | 803-254-1601 | 803-254-1602 |
| 4584 | JEFFERSON | WAYNE | SC246 | 4611 HARD SCRABBLE RD STE 109 | Columbia | South Carolina | 29229-9494 | 803-419-8779 | 803-419-8787 |
| 5228 | CUNNINGHAM SR | RICHARD | SC246 | 141 PELHAM DRIVE STE F | COLUMBIA | South Carolina | 29209 | 803-776-0114 | 803-776-0933 |
| 2633 | FOUNTAIN | DAVID | SC246 | 1227 16TH AVE | CONWAY | South Carolina | 29526 | 843-248-7171 | 843-248-7230 |
| 6247 | GARCIA | SUSAN | SC246 | 186 SEVEN FARMS DR STE F | Daniel Island | South Carolina | 29492 | 843-471-1877 | 843-471-1879 |
| 2811 | GAMINDE | JON | SC246 | 2153 E MAIN ST STE C 14 | DUNCAN | South Carolina | 29334-9295 | 864-486-9910 | 864-433-0806 |
| 2932 | COHEE | JIM | SC246 | 1027 S PENDLETON ST STE B | EASLEY | South Carolina | 29642-1046 | 864-306-3403 | 864-306-3406 |
| 392 | FOUNTAIN | DAVID | SC246 | 1937 W PALMETTO ST | FLORENCE | South Carolina | 29501 | 843-667-4404 | 843-667-4528 |
| 5714 | CUNNINGHAM SR | RICHARD | SC246 | 4110 MOSEBY ST | Fort Jackson | South Carolina | 29207 | 803-227-2692 | 803-227-2694 |
| 4939 | PARVATANENI | HARI | NC148 | 1750 HWY 160 W STE 101 | Fort Mill | South Carolina | 29708 | 803-802-1970 | 803-802-1972 |
| 5278 | PARVATANENI | HARI | NC148 | 9789 CHARLOTTE HWY STE 400 | Fort Mill | South Carolina | 29707 | 803-802-2378 | 803-802-2371 |
| 3112 | FOLTZ | THOMAS | SC246 | 1410 HIGHMARKET ST | GEORGETOWN | South Carolina | 29440 | 843-546-8090 | 843-527-7543 |
| 3086 | BALDWIN | FRANK | SC246 | 205 ST JAMES AVE | GOOSE CREEK | South Carolina | 29445 | 843-569-3711 | 843-569-3712 |
| 227 | PARK | JOHN | SC246 | 2435 E NORTH ST | GREENVILLE | South Carolina | 29615-1442 | 864-268-2938 | 864-244-0666 |
| 2493 | WESTBERRY | ALTON | SC246 | 2131 WOODRUFF RD STE 2100 | Greenville | South Carolina | 29607-5959 | 864-987-0098 | 864-987-0764 |

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| 2676 | MEHROTRA | AMITA | SC246 | 1708 AUGUSTA ST STE C | GREENVILLE | South Carolina | 29605-2926 | 864-421-9977 | 864-421-0880 |
| 3495 | COHEE | JIM | SC246 | 3504 HIGHWAY 153 | Greenville | South Carolina | 29611-7553 | 864-220-5000 | 864-220-0850 |
| 3564 | HOUSE | MARGARET | SC246 | 3620 PELHAM RD | Greenville | South Carolina | 29615 | 864-288-7455 | 864-288-0822 |
| 5547 | CURRIER | TOM | SC246 | 1140 WOODRUFF RD STE 106 | GREENVILLE | South Carolina | 29607 | 864-289-0414 | 864-289-0399 |
| 5875 | PARK | JOHN | SC246 | 5000 OLD BUNCOMBE RD UNIT 27 | Greenville | South Carolina | 29617 | 864-236-1127 | 864-236-1128 |
| 6187 | PICKETT | FRANCES | SC246 | 2541 N PLEASANTBURG DR STE S | Greenville | South Carolina | 29609 | 864-233-7225 | 864-255-9996 |
| 1775 | FULLER | CINDY | SC246 | 720 MONTAGUE AVE | GREENWOOD | South Carolina | 29649-1439 | 864-942-0298 | 864-942-0359 |
| 232 | DAVIS JR | JAMES | SC246 | 2123 OLD SPARTANBURG RD | Greer | South Carolina | 29650-2704 | 864-292-3880 | 864-292-3883 |
| 3193 | DAVIS JR | JAMES | SC246 | 1361 W WADE HAMPTON BLVD STE F | GREER | South Carolina | 29650 | 864-968-9686 | 864-968-0434 |
| 1221 | GEORGE | JANET | SC246 | 33 OFFICE PARK RD UNIT #4A | Hilton Head Island | South Carolina | 29928 | 843-842-3171 | 843-842-3175 |
| 1817 | BAUTISTA | PAMELA | SC246 | 301 CENTRAL AVE | Hilton Head Island | South Carolina | 29926 | 843-689-6507 | 843-689-9521 |
| 6092 | DESAI | HETA | NC148 | 6277 CAROLINA COMMONS DR STE 600 | Indian Land | South Carolina | 29707 | 803-548-9300 | 803-548-9302 |
| 6491 | Jones, Jr | Robert | SC246 | 7320 Broad River RD | IRMO | South Carolina | 29063 | 803-764-5773 | 803-764-5826 |
| 5504 | ENTWISTLE | JAMES | SC246 | 3575 MAYBANK HWY STE D | Johns Island | South Carolina | 29455 | 843-557-0090 | 843-557-0092 |
| 6303 | BALDWIN | FRANK | SC246 | 3642 Savannah Hwy | Johns Island | South Carolina | 29455 | 843-737-4194 | 843-737-5134 |
| 3129 | TOLLEY | MARK | NC148 | 961 N MAIN ST | LANCASTER | South Carolina | 29720 | 800-641-0324 | 803-384-8122 |
| 2675 | SANFORD | MEGAN | SC246 | 100 OLD CHEROKEE RD STE F | LEXINGTON | South Carolina | 29072-7959 | 803-356-5002 | 803-356-5623 |
| 6045 | IVEY | TIMOTHY | SC246 | 1792 SOUTH LAKE DR STE 90 | Lexington | South Carolina | 29073 | 803-356-0877 | 803-356-0988 |
| 2958 | BELK | ROBERT | SC246 | 201 B WEST BUTLER RD | Mauldin | South Carolina | 29662-2536 | 864-676-9186 | 864-676-9187 |
| 6505 | Hodge | Derrick | SC246 | 505 N Highway 52 | Moncks Corner | South Carolina | 29461 | 843-899-2955 | 843-899-2957 |
| 2130 | THOMPSON | CYNTHIA | SC246 | 1000 JOHNNIE DODDS BLVD STE 103 | MOUNT PLEASANT | South Carolina | 29464 | 843-856-9099 | 843-856-0698 |
| 3809 | THOMPSON | CYNTHIA | SC246 | 1150 HUNGRYNECK BLVD STE C | MOUNT PLEASANT | South Carolina | 29464 | 843-971-4111 | 843-971-1144 |
| 6457 | THOMPSON | CYNTHIA | SC246 | 3022 S Morgan Point Rd | MOUNT PLEASANT | South Carolina | 29466 | 843-606-3475 | 843-606-3477 |
| 3402 | NORRIS | MICHAEL | SC246 | 742 MINK AVE | MURRELLS INLET | South Carolina | 29576 | 843-357-6999 | 843-357-6599 |
| 1985 | CAUSEY | DANIEL | SC246 | 980 CIPRIANA DR Unit A1 | Myrtle Beach | South Carolina | 29572 | 843-449-0444 | 843-449-0063 |
| 6186 | FOLTZ | THOMAS | SC246 | 1229 38TH AVE N | Myrtle Beach | South Carolina | 29577 | 843-839-3399 | 843-839-3366 |
| 6228 | CAUSEY | DANIEL | SC246 | 1000 S COMMONS DR STE 102 | Myrtle Beach | South Carolina | 29588 | 843-650-8000 | 843-650-8002 |
| 6586 | Timms, Jr. | Joe | SC246 | 3761 RENEE DR STE 22A | Myrtle Beach | South Carolina | 29579-4109 | 843-236-1115 | 843-236-1116 |
| 3503 | COKE | BRIAN | SC246 | 7620 RIVERS AVE STE #370 | North Charleston | South Carolina | 29406 | 843-797-7922 | 843-797-7969 |
| 5851 | LEONARD | MICHELE | SC246 | 8421 DORCHESTER RD STE 109 | North Charleston | South Carolina | 29420 | 843-552-8524 | 843-552-8526 |
| 6478 | Case | Brent | SC246 | 8983 University BLVD STE 104 | North Charleston | South Carolina | 29406 | 843-202-0141 | 843-637-4895 |
| 2882 | MORRIS | JOSHUA | SC246 | 730 MAIN ST | North Myrtle Beach | South Carolina | 29582 | 843-280-0002 | 843-280-0003 |
| 2735 | HOLLEMAN | LINDA | SC246 | 1195 ST MATTHEWS RD | ORANGEBURG | South Carolina | 29115-3417 | 803-535-2008 | 803-535-0701 |
| 2978 | NORRIS | MICHAEL | SC246 | 10517 OCEAN HWY UNIT 4 | Pawleys Island | South Carolina | 29585-6511 | 843-237-7951 | 843-237-7967 |
| 3876 | DONAHUE | DENNIS | NC148 | 572 JOHN ROSS PKWY STE 107 | Rock Hill | South Carolina | 29730 | 803-327-1732 | 803-327-1756 |
| 4411 | PARVATANENI | HARI | NC148 | 1015 CHARLOTTE AVE | Rock Hill | South Carolina | 29732 | 803-980-7225 | 803-980-7227 |
| 4413 | PARVATANENI | HARI | NC148 | 1735 HECKLE BLVD STE 103 | ROCK HILL | South Carolina | 29732 | 803-909-5823 | 803-909-5825 |
| 3128 | ROTHELL | ERIC | SC246 | 273 APPLEWOOD CENTER PL | SENECA | South Carolina | 29678 | 864-882-6000 | 864-882-1800 |

| Center | Owner Last Name | Owner First Name | Area | Address | City | State | Zip | Phone | Fax |
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| 3245 | Bivans | Roger | SC246 | 655 FAIRVIEW RD STE H | SIMPSONVILLE | South Carolina | 29680 | 864-228-9405 | 864-228-9162 |
| 2841 | GAMINDE | JON | SC246 | 1855 E MAIN ST STE 14 | Spartanburg | South Carolina | 29307-2309 | 864-591-0048 | 864-591-0108 |
| 5628 | RAWSON | BRAD | SC246 | 104-A FRANKLIN AVENUE | Spartanburg | South Carolina | 29301 | 864-576-3470 | 864-576-3468 |
| 2876 | COTE | PATRICIA | SC246 | 717 OLD TROLLEY ROAD SUITE 6 | Summerville | South Carolina | 29485-8928 | 843-832-0904 | 843-832-9007 |
| 2963 | Lewis | David | SC246 | 1317 N MAIN ST STE M | SUMMERVILLE | South Carolina | 29483-7307 | 843-875-8004 | 843-875-5070 |
| 6149 | BEIER | LORI | SC246 | 1605 CENTRAL AVE STE 6 | SUMMERVILLE | South Carolina | 29483 | 843-871-3811 | 843-832-2063 |
| 3985 | FOUNTAIN | DAVID | SC246 | 1200 BROAD ST | SUMTER | South Carolina | 29150 | 803-934-0764 | 803-934-0755 |
| 3018 | CURRIER | KATIE | SC246 | 2801 WADE HAMPTON BLVD | Taylors | South Carolina | 29687 | 864-268-6068 | 864-268-5859 |
| 4543 | KOPFMANN | MIKE | ND237 | 1020 6TH AVE SE | ABERDEEN | South Dakota | 57401 | 605-225-0324 | 605-225-2343 |
| 5064 | JOHNSON | JEROME | ND237 | 120 22ND AVE S | BROOKINGS | South Dakota | 57006 | 605-692-5441 | 605-692-5408 |
| 4906 | KOPFMANN | MIKE | ND237 | 1741 DAKOTA AVE SOUTH | Huron | South Dakota | 57350 | 605-352-7447 | 605-352-7450 |
| 4227 | KOPFMANN | MIKE | ND237 | 204 W HAVENS AVE | Mitchell | South Dakota | 57301 | 605-996-4600 | 605-996-3393 |
| 1884 | JOHNSON | JEROME | ND237 | 3213 W MAIN | RAPID CITY | South Dakota | 57702-2314 | 605-342-7379 | 605-342-0554 |
| 3912 | JOHNSON | JEROME | ND237 | 1430 HAINES AVE STE 108 | Rapid City | South Dakota | 57701 | 605-343-2211 | 605-343-0605 |
| 2125 | JOHNSON | JEROME | ND237 | 2601 S MINNESOTA AVE STE 105 | Sioux Falls | South Dakota | 57105 | 605-330-9606 | 605-330-9607 |
| 2494 | JOHNSON | JEROME | ND237 | 2522 W 41ST ST | Sioux Falls | South Dakota | 57105-6120 | 605-338-8814 | 605-338-8845 |
| 5137 | SALLEY | JOHN | ND237 | 810 N MAIN ST | Spearfish | South Dakota | 57783 | 605-717-8771 | 605-717-0451 |
| 4963 | KOPFMANN | MIKE | ND237 | 711 9TH AVE SE | WATERTOWN | South Dakota | 57201 | 605-886-9700 | 605-886-9704 |
| 3376 | Magargle | Stephanie | TN199 | 257 N CALDERWOOD ST | Alcoa | Tennessee | 37701-2111 | 865-379-1390 | 865-379-1362 |
| 869 | BROWN | ROBERT | TN140 | 6025 STAGE RD STE 42 | Bartlett | Tennessee | 38134 | 901-385-8701 | 901-385-8150 |
| 3348 | GARRETT | BRIAN | TN199 | 330 FRANKLIN RD STE #135A | BRENTWOOD | Tennessee | 37027-5237 | 615-661-9606 | 615-661-6362 |
| 3355 | FORD | JULIE | TN199 | 115 PENN WARREN DR #300 | Brentwood | Tennessee | 37027-5054 | 615-377-8100 | 615-377-0120 |
| 3657 | NICHOLS | JOHN | TN199 | 1101 VOLUNTEER PKWY STE 5 | BRISTOL | Tennessee | 37620-4770 | 423-990-6901 | 423-990-6902 |
| 1995 | PICKLE | FRANKLIN | TN199 | 2288 GUNBARREL RD STE 154 | CHATTANOOGA | Tennessee | 37421 | 423-499-4440 | 423-499-5551 |
| 3138 | MCILVEENE | RICK | TN199 | 3712 RINGGOLD RD | Chattanooga | Tennessee | 37412 | 423-624-7511 | 423-624-0249 |
| 3188 | QUILLEN | THOMAS | TN199 | 711 SIGNAL MOUNTAIN RD | Chattanooga | Tennessee | 37405 | 423-267-4344 | 423-267-4340 |
| 3416 | NICHOLS | JOHN | TN199 | 2277 WILMA RUDOLPH BLVD STE C | CLARKSVILLE | Tennessee | 37040-5898 | 931-906-9030 | 931-906-9050 |
| 3424 | NICHOLS | MARY | TN199 | 1960 MADISON ST STE J | CLARKSVILLE | Tennessee | 37043-5064 | 931-905-1997 | 931-905-1002 |
| 6562 | Lewis IV | Clay | TN199 | 1477 Tiny Town Rd | CLARKSVILLE | Tennessee | 37042 | 931-436-2140 | 931-436-2141 |
| 3642 | LESTER | LEE | TN199 | 114 STUART RD NE | Cleveland | Tennessee | 37312-4803 | 423-478-1141 | 423-479-4410 |
| 1700 | WARNER | MELANIE | TN140 | 875 W POPLAR STE 23 | COLLIERVILLE | Tennessee | 38017 | 901-854-5950 | 901-854-5945 |
| 614 | MARTIN | THOMAS | TN140 | 1138 N GERMANTOWN PKWY STE 101 | Cordova | Tennessee | 38016 | 901-757-1144 | 901-757-1146 |
| 3253 | SONGSTAD | YNELL | TN199 | 445 HWY 46 S SUITE 29 | DICKSON | Tennessee | 37055 | 615-441-3139 | 615-441-3225 |
| 5973 | NEWBILL | DEANA | TN199 | 710 HWY 51 BYPASS | Dyersburg | Tennessee | 38024 | 731-285-7474 | 731-285-9498 |
| 6131 | TAYLOR | TAMMY | TN199 | 106 BROAD ST STE 3 | Elizabethton | Tennessee | 37643 | 423-543-1227 | 423-543-1764 |
| 2583 | POSTON | JOAN | TN199 | 1113 MURFREESBORO RD STE 106 | FRANKLIN | Tennessee | 37064 | 615-790-7929 | 615-794-6653 |
| 2891 | THOMPSON | DAREN | TN199 | 2000 MALLORY LN STE 130 | FRANKLIN | Tennessee | 37067-8231 | 615-771-2120 | 615-771-2121 |
| 3371 | GRIFFEN | JOHN | TN199 | 2020 FIELDSTONE PKWY STE 900 | FRANKLIN | Tennessee | 37069-4337 | 615-595-6769 | 615-595-6910 |
| 3429 | Riggins | Stacey | TN199 | 695 NASHVILLE PIKE | GALLATIN | Tennessee | 37066-5417 | 615-230-9030 | 615-230-5599 |
| 324 | KNIGHTEN | THERMON | TN140 | 2095 EXETER RD STE 80 | GERMANTOWN | Tennessee | 38138-3919 | 901-756-1618 | 901-756-6578 |
| 3395 | YOUSSEF | ADEL | TN140 | 9245 POPLAR AVE STE 5 | GERMANTOWN | Tennessee | 38138-7903 | 901-624-9701 | 901-624-9702 |
| 3493 | PATEL | SHAILESH | TN199 | 919 CONFERENCE DR STE 4 | Goodlettsville | Tennessee | 37072 | 615-851-6245 | 615-851-6615 |
| 5004 | LONG | RANDALL | TN199 | 1113 TUSCULUM BLVD | GREENEVILLE | Tennessee | 37745 | 423-798-9992 | 423-798-9909 |
| 5737 | COULOMBE | CLAUDETTE | TN199 | 1824 ROANE STATE HWY | Harriman | Tennessee | 37748 | 865-376-1773 | 865-376-0154 |
| 3016 | VON KESSEL | WILLIAM | TN199 | 170 E MAIN ST STE D | HENDERSONVILLE | Tennessee | 37075-2579 | 615-826-4069 | 615-826-4079 |

| Center | Owner Last Name | Owner First Name | Area | Address | City | State | Zip | Phone | Fax |
|--------|---------------------|------------------|-------|--------------------------------------|----------------|-----------|------------|--------------|--------------|
| 5897 | HUMPHRIES | CLAY | TN199 | 1050 GLENBROOK WAY STE 480 | HENDERSONVILLE | Tennessee | 37075 | 615-822-1131 | 615-824-1141 |
| 2279 | PRIMM | VICKI | TN199 | 4636 LEBANON PIKE | HERMITAGE | Tennessee | 37076-1316 | 615-871-4627 | 615-871-4708 |
| 2066 | QUILLEN | THOMAS | TN199 | 5251-C HWY 153 | Hixson | Tennessee | 37343 | 423-877-5568 | 423-877-5844 |
| 3342 | LINDSEY | GARY | TN199 | 5928 HIXSON PIKE STE A | Hixson | Tennessee | 37343-4838 | 423-842-1000 | 423-842-1190 |
| 4691 | JACKMAN | MARY | TN140 | 319 VANN DR STE E | JACKSON | Tennessee | 38305 | 731-664-2221 | 731-668-9553 |
| 2542 | NICHOLS | MARY | TN199 | 3101 BROWNS MILL RD STE 6 | JOHNSON CITY | Tennessee | 37604 | 423-283-9333 | 423-283-9362 |
| 4146 | NICHOLS | JOHN | TN199 | 1735 W STATE OF FRANKLIN RD STE 5 | JOHNSON CITY | Tennessee | 37604 | 423-979-7122 | 423-979-7132 |
| 4603 | NICHOLS | MARY | TN199 | 4128 FT HENRY DR STE D | KINGSPORT | Tennessee | 37663 | 423-239-7500 | 423-239-7528 |
| 5883 | NICHOLS | MARY | TN199 | 1657 E STONE DR STE B | KINGSPORT | Tennessee | 37660-4669 | 423-765-2679 | 423-765-1409 |
| 1682 | BARTON | JASON | TN199 | 448 N CEDAR BLUFF RD | KNOXVILLE | Tennessee | 37923-3612 | 865-690-3459 | 865-690-3164 |
| 2381 | Stokely | William III | TN199 | 11124 KINGSTON PIKE STE #119 | KNOXVILLE | Tennessee | 37934 | 865-671-4343 | 865-671-4346 |
| 2630 | MISHU | ISSAM | TN199 | 5201 KINGSTON PIKE STE 6 (BEARDEN) | KNOXVILLE | Tennessee | 37919-5074 | 865-584-0081 | 865-584-0094 |
| 2954 | BARTON | JASON | TN199 | 118 N PETERS RD | KNOXVILLE | Tennessee | 37923-5011 | 865-694-9323 | 865-694-9329 |
| 3556 | MISHU | ISSAM | TN199 | 234 MORRELL RD (WEST TOWN MALL) | KNOXVILLE | Tennessee | 37919-5876 | 865-692-3736 | 865-692-3734 |
| 4996 | Magargle | Stephanie | TN199 | 7450 CHAPMAN HWY | KNOXVILLE | Tennessee | 37920 | 865-579-6555 | 865-579-2666 |
| 5304 | HURLEY | KAREN | TN199 | 6923 MAYNARDSVILLE PIKE (N BROADWAY) | KNOXVILLE | Tennessee | 37918 | 865-922-3946 | 865-922-3951 |
| 6461 | Tang (aka Eve Lean) | Siew | TN199 | 2042 Town Center Blvd | KNOXVILLE | Tennessee | 37922 | 865-951-2499 | 865-951-2706 |
| 6574 | Douglas | Denise | TN199 | 10629 Hardin Valley Rd | KNOXVILLE | Tennessee | 37932 | 865-249-6943 | 865-249-6949 |
| 3090 | BUMGARDNER III | CARLOS | TN140 | 9160 HWY 64 STE 12 | LAKE LAND | Tennessee | 38002 | 901-385-6620 | 901-385-6615 |
| 3437 | CZERWINSKI | DEAN | TN199 | 102 HARTMAN DR STE G | Lebanon | Tennessee | 37087-2516 | 615-453-5004 | 615-453-5006 |
| 4526 | NICHOLS | JOHN | TN199 | 875 HWY 321 N STE 600 | LENOIR CITY | Tennessee | 37771 | 865-988-5526 | 865-988-5528 |
| 892 | MARTIN | THOMAS | TN140 | 4728 SPOTTSWOOD AVE | MEMPHIS | Tennessee | 38117-4817 | 901-684-6245 | 901-682-8501 |
| 2855 | MARTIN | THOMAS | TN140 | 111 S HIGHLAND | Memphis | Tennessee | 38111-4640 | 901-324-7282 | 901-324-8314 |
| 3489 | MARTIN | THOMAS | TN140 | 1779 KIRBY PKWY #1 | Memphis | Tennessee | 38138-0631 | 901-624-7538 | 901-624-7539 |
| 3518 | CHOWBAY | SAVY | TN140 | 3750 HACKS CROSS ROAD STE 102 | MEMPHIS | Tennessee | 38125-2311 | 901-759-2060 | 901-759-3008 |
| 3446 | LONG | RANDALL | TN199 | 2348 W ANDREW JOHNSON HWY | MORRISTOWN | Tennessee | 37814 | 423-586-9136 | 423-586-9153 |
| 6148 | COCHRAN | JONI | TN199 | 401 S MT JULIET RD STE 235 | MOUNT JULIET | Tennessee | 37122 | 615-773-8015 | 615-773-8031 |
| 2467 | SCHEELE | JAMES | TN199 | 1784 W NORTHFIELD BLVD | MURFREESBORO | Tennessee | 37129-1702 | 615-849-7756 | 615-849-3271 |
| 3534 | CARSON | JANET | TN199 | 1715 S RUTHERFORD BLVD STE K | Murfreesboro | Tennessee | 37130-5957 | 615-427-0001 | 615-427-0008 |
| 3535 | GILROY | DIANE | TN199 | 2441-Q OLD FORT PARKWAY | Murfreesboro | Tennessee | 37128-4126 | 615-867-6773 | 615-867-6778 |
| 2529 | FULLER | JOHN | TN199 | 7051 HWY 70 S | Nashville | Tennessee | 37221-2207 | 615-662-9021 | 615-662-9724 |
| 2785 | BUTLER | CHERYL | TN199 | 73 WHITE BRIDGE ROAD SUITE 103 | NASHVILLE | Tennessee | 37205-1444 | 615-353-9944 | 615-353-9975 |
| 2863 | THIEN | JAMES | TN199 | 4117 HILLSBORO PK #103 | Nashville | Tennessee | 37215 | 615-298-1020 | 615-298-1004 |
| 2975 | JACKSON | LESLIE | TN199 | 2817 WEST END AVE #126 PARK PLACE | Nashville | Tennessee | 37203-1453 | 615-327-0407 | 615-327-0409 |
| 3012 | GOYAL | SONIA | TN199 | 5543 EDMONDSON PIKE | NASHVILLE | Tennessee | 37211 | 615-331-3300 | 615-331-2281 |
| 3196 | HULSHOF | CHRIS | TN199 | 2479 MURFREESBORO RD | NASHVILLE | Tennessee | 37217 | 615-367-4136 | 615-367-4143 |
| 3679 | FULLER | JOHN | TN199 | 5133 HARDING RD | Nashville | Tennessee | 37205-2823 | 615-354-0064 | 615-354-0904 |
| 3746 | FULLER | JOHN | TN199 | 8161 HWY 100 | Nashville | Tennessee | 37221-4213 | 615-673-1440 | 615-673-1441 |
| 4087 | BINGHAM | JIM | TN199 | 533 CHURCH ST | Nashville | Tennessee | 37219 | 615-248-6245 | 615-248-1917 |
| 4687 | SIPES | DOUGLAS | TN199 | 718 THOMPSON LN SUITE 108 | Nashville | Tennessee | 37204 | 615-301-5006 | 615-301-5009 |
| 6425 | THIEN | JAMES | TN199 | 201 5th AVE S | NASHVILLE | Tennessee | 37203 | 615-401-1495 | 615-401-1497 |
| 6468 | THIEN | JAMES | TN199 | 250 5th Ave S | NASHVILLE | Tennessee | 37203 | 615-761-3640 | 615-761-3641 |
| 3131 | Moore | Bryan | TN199 | 1143 OAK RIDGE TURNPIKE STE 107A | OAK RIDGE | Tennessee | 37830 | 865-220-9782 | 865-220-9815 |
| 6069 | DOHERTY | PAUL | TN199 | 5958 SNOW HILL RD STE 144 | Ooltewah | Tennessee | 37363 | 423-910-0123 | 423-910-0127 |

| Center | Owner Last Name | Owner First Name | Area | Address | City | State | Zip | Phone | Fax |
|--------|-----------------|------------------|-------|--------------------------------------|--------------|-----------|------------|--------------|--------------|
| 3525 | JACKMAN | MARY | TN199 | 230-B TYSON AVE | Paris | Tennessee | 38242-4575 | 731-644-8771 | 731-642-6254 |
| 2234 | NICHOLS | MARY | TN199 | 3152 PARKWAY STE 13 | PIGEON FORGE | Tennessee | 37863 | 865-428-7225 | 865-428-7391 |
| 6516 | Woodruff | Paula | TN199 | 245 Wayne RD, STE A | SAVANNAH | Tennessee | 38372 | 731-925-6877 | 731-925-5170 |
| 3755 | Tang | Siew | TN199 | 236 E MAIN ST (DOLLY PARTON PARKWAY) | SEVIERVILLE | Tennessee | 37862-3533 | 865-429-3300 | 865-429-3400 |
| 6259 | HULSHOF | CHRIS | TN199 | 479 SAM RIDLEY PKWY STE 105 | SMYRNA | Tennessee | 37167 | 615-462-6827 | 615-462-6964 |
| 4575 | BLACKSTOCK | JASON | TN199 | 5016 SPEDALE CT | Spring Hill | Tennessee | 37174 | 615-302-3910 | 615-302-3912 |
| 4297 | EVANS | JOSHUA | TN199 | 513 MEMORIAL BLVD | Springfield | Tennessee | 37172 | 615-384-0093 | 615-384-1407 |
| 1054 | McALPIN | MICHAEL | TX259 | 3301 S 14TH ST STE 16 | Abilene | Texas | 79605 | 325-692-9643 | 325-691-9760 |
| 5454 | BEUSCHEL | KELLY-MICHELLE | TX259 | 3478 CATCLAW DR | ABILENE | Texas | 79606 | 325-692-9900 | 325-692-9585 |
| 2257 | BADGER | SUZY | TX155 | 4287 BELTLINE RD | Addison | Texas | 75001 | 972-980-7758 | 972-980-4053 |
| 3739 | PATEL | CHINTAN | TX155 | 906 W MCDERMOTT DR SUITE 116 | ALLEN | Texas | 75013 | 972-359-8909 | 972-359-0588 |
| 6215 | HILDEBRANDT | RICK | TX155 | 190 E STACY RD STE 306 | Allen | Texas | 75002 | 972-678-3013 | 972-678-3014 |
| 927 | ROBERTS | DWAYNE | TX259 | 3440 BELL STE 320 | Amarillo | Texas | 79109-4147 | 806-352-2600 | 806-352-9400 |
| 2019 | ROBERTS | DWAYNE | TX259 | 7306 SW 34TH AVE STE 1 | AMARILLO | Texas | 79121 | 806-358-4060 | 806-353-1078 |
| 3088 | SORRELL | SHERI | TX259 | 5600 BELL STE 105 SOUTHPARK CENTER | Amarillo | Texas | 79109 | 806-467-8881 | 806-467-8882 |
| 4558 | ROBERTS | DWAYNE | TX259 | 2607 WOLFLIN AVE | AMARILLO | Texas | 79109 | 806-468-3500 | 806-468-3501 |
| 2069 | LEE | SANG | TX176 | 835 E LAMAR BLVD | Arlington | Texas | 76011 | 817-860-2829 | 817-860-9155 |
| 2091 | SONI | MANISH | TX176 | 4621 S COOPER #131 | ARLINGTON | Texas | 76017 | 817-557-4664 | 817-557-3273 |
| 6107 | WALLS | TRESSA | TX176 | 4401 LITTLE RD STE 550 | ARLINGTON | Texas | 76016 | 817-561-7447 | 817-561-7449 |
| 76 | HUSAIN | ESHA | TX141 | 8760A RESEARCH BLVD | Austin | Texas | 78758-6420 | 512-451-7447 | 512-458-6461 |
| 77 | Love | Richard | TX141 | 1108 LAVACA ST STE 110 | AUSTIN | Texas | 78701 | 512-478-2917 | 512-478-2318 |
| 233 | SOUCIA | JAY | TX141 | 815-A BRAZOS ST | AUSTIN | Texas | 78701 | 512-476-5316 | 512-482-0457 |
| 289 | DEMESON | WILLIAM | TX141 | 5114 BALCONES WOODS DR SUITE #307 | AUSTIN | Texas | 78759-5212 | 512-338-0811 | 512-338-4308 |
| 331 | Love | Richard | TX141 | 6800 WESTGATE BLVD STE 132 | AUSTIN | Texas | 78745 | 512-444-6466 | 512-445-5331 |
| 393 | Love | Richard | TX141 | 12407 MOPAC EXPWY N #250 | AUSTIN | Texas | 78758 | 512-834-2633 | 512-834-8995 |
| 1671 | HUSAIN | ESHA | TX141 | 7301 BURNET RD STE 102 | Austin | Texas | 78757-2248 | 512-467-8890 | 512-467-7616 |
| 2002 | GUPTA | VIPIN | TX141 | 13492 RESEARCH BLVD 120 | AUSTIN | Texas | 78750-2254 | 512-335-5558 | 512-335-5154 |
| 2258 | BLACKMON | MARTY | TX141 | 512 W MARTIN LUTHER KING JR BLVD | AUSTIN | Texas | 78701 | 512-478-2334 | 512-478-2393 |
| 2344 | GOSWAMI | MUKUND | TX141 | 1779 WELLS BRANCH PKWY #110B | AUSTIN | Texas | 78728-7022 | 512-990-7978 | 512-990-7980 |
| 2416 | DIXSON | WILLIAM | TX141 | 3005 S LAMAR BLVD STE D109 | AUSTIN | Texas | 78704-8864 | 512-707-8600 | 512-707-9665 |
| 2510 | PATTERSON | NANCY | TX141 | 3267 BEE CAVES RD STE 107 | AUSTIN | Texas | 78746-6773 | 512-328-7933 | 512-328-2966 |
| 2548 | GEORGULAS III | GEORGE | TX141 | 8127 MESA DR STE B206 | AUSTIN | Texas | 78759-8632 | 512-418-0520 | 512-418-0401 |
| 3744 | TAIT | KEVIN | TX141 | 3616 FAR WEST BLVD STE 117 | Austin | Texas | 78731 | 512-346-6245 | 512-346-3684 |
| 3842 | ROBERTSON | RONNY | TX141 | 7301 RANCH RD 620 N STE 155 | AUSTIN | Texas | 78726 | 512-219-8022 | 512-219-8122 |
| 5032 | DEMESON | WILLIAM | TX141 | 16238 RANCH RD 620 STE E | AUSTIN | Texas | 78717 | 512-244-3375 | 512-244-3376 |
| 5815 | SOUCIA | JAY | TX141 | 1101 W 34TH ST | AUSTIN | Texas | 78705 | 512-454-0020 | 512-454-1131 |
| 5830 | Gandy | Jordan | TX141 | 4301 W WILLIAM CANNON DR STE B-150 | AUSTIN | Texas | 78749 | 512-358-7100 | 512-358-7101 |
| 6086 | Gandy | Jordan | TX141 | 500 E 4TH ST | AUSTIN | Texas | 78701 | 512-682-2828 | 512-469-0078 |
| 6414 | Love | Richard | TX141 | 3310 W BRAKER LN BLDG II STE 300 | AUSTIN | Texas | 78758 | 512-833-6141 | 512-833-6151 |
| 6438 | SOUCIA | JAY | TX141 | 2407 S Congress Ave Ste E | AUSTIN | Texas | 78704 | 512-373-8022 | 512-382-0245 |
| 6568 | Patel | Mitesha | TX141 | 1801 E 51ST BLDG C STE 365 | AUSTIN | Texas | 78723 | 512-531-9850 | 888-552-5232 |
| 5119 | ARMSTRONG | JAMES | LA242 | 3195 DOWLEN RD STE 101 | BEAUMONT | Texas | 77706 | 409-860-0700 | 409-860-9244 |
| 6298 | Hudson | James | TX156 | 100 E Hutchinson ST | BEEVILLE | Texas | 78102 | 361-358-1500 | 361-358-1504 |
| 2567 | SMITH | ROGER | TX168 | 5116 BISSONNET | BELLAIRE | Texas | 77401-4007 | 713-667-5116 | 713-666-1247 |
| 5828 | ERCHINGER | PAUL | TX141 | 2608 N MAIN ST STE B | BELTON | Texas | 76513-1545 | 254-939-6060 | 254-939-6062 |
| 3820 | LUCERO | TERENCE | TX156 | 215 W BANDERA RD | BOERNE | Texas | 78006 | 830-816-6720 | 830-816-6725 |
| 3449 | FASKE | DRAKE | TX168 | 2668 HWY 36 SOUTH | Brenham | Texas | 77833-9600 | 979-830-8291 | 979-830-8636 |

| Center | Owner Last Name | Owner First Name | Area | Address | City | State | Zip | Phone | Fax |
|--------|-----------------------|------------------|-------|--------------------------------------|------------------|-------|------------|--------------|--------------|
| 1788 | LOREDO | OSCAR | TX168 | 1474 W PRICE RD | Brownsville | Texas | 78520-8672 | 956-542-0513 | 956-542-7332 |
| 6481 | Marin | Rigoberto | TX168 | 2715 Boca Chica BLVD STE 3 | BROWNSVILLE | Texas | 78521 | 956-554-9055 | 956-554-9076 |
| 5772 | SULLIVAN | STEVEN | TX168 | 801 DELLWOOD ST | BRYAN | Texas | 77802-5306 | 979-775-5100 | 979-775-3200 |
| 4306 | SONI | AARTI | TX176 | 1169 N BURLESON BLVD STE 107 | BURLESON | Texas | 76028 | 817-426-6667 | 817-426-6668 |
| 5675 | SORRELL (Deceased) | PHILLIP | TX259 | 2200 4TH AVE | CANYON | Texas | 79015 | 806-655-1112 | 806-655-1113 |
| 395 | QUORTRUP | ROBERT | TX155 | 2810 E TRINITY MILLS STE 209 | CARROLLTON | Texas | 75006-2369 | 972-418-6376 | 972-416-9504 |
| 3189 | VAISHNAV | RACHANA | TX176 | 3044 OLD DENTON RD STE 111 | CARROLLTON | Texas | 75007 | 972-466-4466 | 972-636-1293 |
| 6509 | Ullah | Saif | TX176 | 1001 E Hebron PKWY STE 118 | CARROLLTON | Texas | 75010 | 972-395-7292 | 972-394-8607 |
| 6580 | Blank | Darrell | TX155 | 2145 N. Josey Ln | CARROLLTON | Texas | 75006 | 469-892-6887 | 469-892-6305 |
| 4031 | SONI | AARTI | TX155 | 445 E FM 1382 STE 3 | CEDAR HILL | Texas | 75104 | 469-272-9600 | 469-272-9601 |
| 1386 | HENRY | JOYCE | TX141 | 100 E WHITESTONE BLVD STE 148 | Cedar Park | Texas | 78613-6902 | 512-259-5090 | 512-259-2588 |
| 2647 | GOUGLER JR | PHILIP | TX168 | 1511 TEXAS AVE S | College Station | Texas | 77840-3328 | 979-764-6107 | 979-696-7246 |
| 5803 | GOUGLER JR | PHILIP | TX168 | 3515 LONGMIRE DRIVE STE B | College Station | Texas | 77845 | 979-680-1410 | 979-680-1452 |
| 6573 | MOHAMMED | GULZAR | TX176 | 4843 Colleyville BLVD STE 251 | Colleyville | Texas | 76034 | 817-398-4022 | 817-398-4026 |
| 3066 | BINGHAM | DONALD | TX168 | 206A S LOOP 336 W | Conroe | Texas | 77304 | 936-788-1818 | 936-788-2270 |
| 6450 | REIMOLD | CHET | TX168 | 3600 FM 1488 RD STE 120 | Conroe | Texas | 77384 | 936-321-6229 | 936-271-0210 |
| 6473 | Rutowski | Mark | TX168 | 3915 W Davis ST ST 130 | Conroe | Texas | 77304 | 936-788-6473 | 936-788-6470 |
| 3930 | MOHAMMED | GULZAR | TX155 | 106 N DENTON TAP RD STE 210 | COPPELL | Texas | 75019 | 972-471-6245 | 972-471-6246 |
| 5679 | HAN | HYUNG | TX155 | 820 S MACARTHUR BLVD STE #105 | Coppell | Texas | 75019 | 972-304-9410 | 972-304-9320 |
| 4779 | SCHWARTZ | JACK | TX141 | 101 OAK ST STE A | Copperas Cove | Texas | 76522 | 254-518-4800 | 254-518-4900 |
| 4725 | BOHN | LINDA | TX168 | 2732 S PADRE ISLAND DR | Corpus Christi | Texas | 78415 | 361-855-1112 | 361-851-0786 |
| 4767 | LOREDO | OSCAR | TX168 | 5601 S PADRE ISLAND DRIVE STE D | Corpus Christi | Texas | 78412 | 361-992-4877 | 361-992-1990 |
| 5453 | NORMAN JR. | JOSEPH | TX168 | 14450 FM 2100 STE A | CROSBY | Texas | 77532-6570 | 281-462-8700 | 281-462-9159 |
| 6558 | Pitts | John | TX176 | 11450 US Hwy 380 STE 130 | CROSSROADS | Texas | 76227 | 940-365-3100 | 940-365-3105 |
| 4675 | BASHIR | MOHAMMAD | TX168 | 17515 SPRING-CYPRESS STE C | Cypress | Texas | 77429 | 281-304-6800 | 281-304-6848 |
| 355 | DANCE | THOMAS | TX155 | 10455 N CENTRAL EXPRESSWAY STE 109 B | Dallas | Texas | 75231 | 214-692-7678 | 214-692-1411 |
| 659 | BEYER | BARBARA | TX155 | 25 HIGHLAND PARK VILLAGE STE 100 | DALLAS | Texas | 75205-2789 | 214-521-3776 | 214-526-6422 |
| 678 | BEYER | BARBARA | TX155 | 18208 PRESTON RD STE D9 | DALLAS | Texas | 75252-1203 | 972-380-8118 | 972-733-4767 |
| 756 | BEYER | BARBARA | TX155 | 11700 PRESTON RD STE 660 | DALLAS | Texas | 75230-2718 | 214-696-6245 | 214-696-6249 |
| 801 | BEYER | BARBARA | TX155 | 6125 LUTHER LN | DALLAS | Texas | 75225-5323 | 214-691-7447 | 214-691-7037 |
| 1585 | LORMAN | DOUG | TX155 | 381 CASA LINDA PLAZA | DALLAS | Texas | 75218-3423 | 214-321-7100 | 214-321-5775 |
| 1820 | BLANTON | DAVIS | TX155 | 7324 GASTON AVE STE 124 | DALLAS | Texas | 75214 | 214-827-5200 | 214-827-5292 |
| 2004 | BEYER | BARBARA | TX155 | 5600 W LOVERS LN STE 116 | Dallas | Texas | 75209 | 214-358-3800 | 214-358-5533 |
| 2062 | ASSANIE | SHAHNAZ | TX155 | 9090 SKILLMAN ST #182-A | DALLAS | Texas | 75243 | 214-503-1774 | 214-503-1160 |
| 2321 | SCHMITZ | SHERRYL | TX155 | 5930 ROYAL LN STE E | Dallas | Texas | 75230-3896 | 214-691-5801 | 214-691-3645 |
| 2804 | BADGER | SUZY | TX155 | 14902 PRESTON RD STE 404 | Dallas | Texas | 75254 | 972-991-9114 | 972-991-9594 |
| 3275 | SCHMITZ | SHERRYL | TX155 | 4347 W NORTHWEST HWY #130 | DALLAS | Texas | 75220 | 214-902-8822 | 214-902-9601 |
| 3699 | DANCE | THOMAS | TX155 | 6119 GREENVILLE | Dallas | Texas | 75206-1906 | 214-361-7353 | 214-361-1170 |
| 3812 | DANCE | THOMAS | TX155 | 3824 CEDAR SPRINGS RD | Dallas | Texas | 75219 | 214-520-0005 | 214-520-0227 |
| 5022 | DANCE | THOMAS | TX155 | 2633 MCKINNEY AVE STE 130 | Dallas | Texas | 75204 | 214-965-9226 | 214-965-9261 |
| 5059 | HILL | MIKE | TX155 | 4447 N CENTRAL EXPRESSWAY STE 110 | Dallas | Texas | 75205 | 214-219-5550 | 214-219-5556 |
| 5254 | Sloan | Jamie | TX155 | 4848 LEMMON AVE STE 100 | DALLAS | Texas | 75219 | 214-780-0877 | 214-780-0878 |
| 6207 | JONES | DAVID | TX155 | 5706 E MOCKINGBIRD LN | Dallas | Texas | 75206 | 214-824-5100 | 214-824-5101 |
| 6421 | HILL | MIKE | TX155 | 1914 Skillman Street | DALLAS | Texas | 75206 | 469-334-0518 | 469-334-0526 |
| 6554 | JONES | DAVID | TX155 | 1408 N Riverfront Blvd | DALLAS | Texas | 75207 | 214-745-1000 | 214-745-1001 |
| 5368 | EVANS | STACI | TX168 | 2231 CENTER ST SUITE B | DEER PARK | Texas | 77536 | 281-478-5877 | 281-478-5880 |
| 5185 | RODRIGUEZ | JORGE | TX156 | 2400 VETERANS BLVD STE 16C | Del Rio | Texas | 78840 | 830-778-8818 | 830-774-6014 |
| 4490 | FLORES | RAUL | TX176 | 1501 SOUTH LOOP 288 STE 104 | Denton | Texas | 76205 | 940-484-6245 | 940-484-6209 |
| 5382 | FLORES | RAUL | TX176 | 111 E UNIVERSITY DR STE 105 | Denton | Texas | 76209 | 940-384-9427 | 940-384-9428 |
| 5486 | Mehta | Krishna | TX156 | 100 COMMONS RD STE 7 | DRIPPING SPRINGS | Texas | 78620 | 512-894-0484 | 512-894-0423 |

| Center | Owner Last Name | Owner First Name | Area | Address | City | State | Zip | Phone | Fax |
|--------|-----------------|------------------|-------|------------------------------|------------------|-------|------------|--------------|--------------|
| 5944 | RODRIGUEZ | JORGE | TX156 | 476 S BIBB AVE STE C | Eagle Pass | Texas | 78852 | 830-757-8988 | 830-757-8517 |
| 207 | ESTEVEZ | ENRIQUE | TX145 | 7101 N MESA | El Paso | Texas | 79912 | 915-833-4005 | 915-833-4667 |
| 271 | GORDINIER | BETH | TX145 | 1605 GEORGE DIETER STE C | El Paso | Texas | 79936-5686 | 915-595-2959 | 915-591-8762 |
| 350 | ESTEVEZ | ENRIQUE | TX145 | 3800 N MESA STE A-2 | EL PASO | Texas | 79902 | 915-545-2626 | 915-545-2697 |
| 353 | GORDINIER | BETH | TX145 | 8900 VISCOUNT | EL PASO | Texas | 79925-5800 | 915-592-2498 | 915-592-5142 |
| 497 | URBINA | VICTOR | TX145 | 9155 DYER ST STE B-80 | El Paso | Texas | 79924-6424 | 915-503-1563 | 915-751-4537 |
| 1010 | ESTEVEZ | ENRIQUE | TX145 | 105 E SAN ANTONIO ST | El Paso | Texas | 79901-1111 | 915-542-4533 | 915-542-4704 |
| 1944 | GORDINIER | BETH | TX145 | 1821 N ZARAGOSA #207 | El Paso | Texas | 79936 | 915-857-8335 | 915-855-2667 |
| 1982 | VALVERDE | PHILLIP | TX145 | 700 N ZARAGOSA RD STE N | EL PASO | Texas | 79907 | 915-860-8007 | 915-860-8010 |
| 4756 | ESTEVEZ | ENRIQUE | TX145 | 955 N RESLER DR STE 104 | El Paso | Texas | 79912 | 915-842-8075 | 915-842-0710 |
| 5738 | URBINA | VICTOR | TX145 | 1616 PIKE RD STE F109 | EL PASO | Texas | 79906 | 915-566-1239 | 915-566-8939 |
| 3589 | PATEL | SUNDEEP | TX155 | 13901 MIDWAY RD STE 102 | Farmers Branch | Texas | 75244-4388 | 972-385-3111 | 972-385-6116 |
| 5178 | SAUCEDO | ALBERT | TX156 | 923 10TH ST STE 101 | Floresville | Texas | 78114 | 830-393-9090 | 830-393-9110 |
| 3322 | SCHENCK JR | RICHARD | TX176 | 2201 LONG PRAIRIE STE 107 | FLOWER MOUND | Texas | 75022 | 972-874-0750 | 972-874-0751 |
| 3635 | GROGAN | LAWRENCE | TX176 | 2221 JUSTIN RD STE 119 | FLOWER MOUND | Texas | 75028 | 972-691-9143 | 972-691-9134 |
| 6492 | ARNOLD | PETER | TX155 | 750 E US HWY 80 STE 200 | FORNEY | Texas | 75126-8728 | 972-552-2800 | 972-552-2805 |
| 6165 | KEY | ROBERT | TX141 | BLDG 50004 CLEAR CREEK PX | FORT HOOD | Texas | 76544 | 254-616-5743 | 254-616-5745 |
| 4505 | HATZIS | ALEXANDER | TX156 | 2766 HARNEY BLDG 2735 | Fort Sam Houston | Texas | 78234-2688 | 210-227-4092 | 210-227-3555 |
| 5618 | HATZIS | ALEXANDER | TX156 | 2490 7TH ST BLD #372 | Fort Sam Houston | Texas | 78234 | 210-223-0011 | 210-223-0022 |
| 701 | MORGAN | RANDALL | TX176 | 6080 S HULEN STREET #360 | FORT WORTH | Texas | 76132 | 817-346-7718 | 817-370-1140 |
| 1153 | SONI | AARTI | TX176 | 6387 CAMP BOWIE BLVD STE B | FORT WORTH | Texas | 76116 | 817-735-8448 | 817-731-1681 |
| 3194 | UNDERWOOD | GREG | TX176 | 3501 SYCAMORE SCHOOL RD #125 | Fort Worth | Texas | 76133 | 817-263-0212 | 817-263-4337 |
| 5318 | MEZA | MARCOS | TX176 | 209 W 2ND ST | FORT WORTH | Texas | 76102 | 817-870-1604 | 817-870-3642 |
| 6465 | TAYLOR | DEREK | TX176 | 2830 S. Hulen ST | FORT WORTH | Texas | 76109 | 817-924-6465 | 817-924-6468 |
| 4964 | DEIKE | CHRISTY | TX141 | 1406 E MAIN ST STE 200 | Fredericksburg | Texas | 78624 | 830-990-2544 | 830-990-2616 |
| 3210 | McGREGOR | LUIS | TX168 | 133 N FRIENDSWOOD DR | Friendswood | Texas | 77546 | 281-992-1333 | 281-992-1391 |
| 3734 | Scales | William (Brad) | TX155 | 4760 PRESTON RD STE 244 | FRISCO | Texas | 75034 | 972-335-3491 | 972-335-3490 |
| 4545 | DAMON | SARAH | TX155 | 5729 LEBANON RD STE 144 | FRISCO | Texas | 75034 | 214-387-0800 | 214-387-0299 |
| 5157 | SAHA | SABORI | TX176 | 3245 MAIN ST #235 | FRISCO | Texas | 75034 | 972-731-9400 | 972-731-9966 |
| 5843 | SAHA | AMIT | TX176 | 2831 EL DORADO PKWY STE 103 | FRISCO | Texas | 75034 | 214-618-3634 | 214-618-3703 |
| 6058 | HILDEBRANDT | RICK | TX155 | 11625 CUSTER RD #110 | Frisco | Texas | 75035-8784 | 972-540-5130 | 972-540-5133 |
| 6178 | MONTAG | RICHARD | TX176 | 5000 EL DORADO PKWY | FRISCO | Texas | 75033 | 972-377-2115 | 972-377-2154 |
| 6351 | Smith, Jr. | Walter | TX155 | 8745 GARY BURNS DR STE 160 | FRISCO | Texas | 75034 | 972-712-0514 | 972-712-0516 |
| 6388 | DAMON | SARAH | TX176 | 5605 FM 423 STE 500 | FRISCO | Texas | 75034 | 214-469-1377 | 214-469-1388 |
| 6600 | Allison | Jeffrey | TX155 | 5999 CUSTER RD STE 110 | FRISCO | Texas | 75035 | 972-668-5123 | 972-668-3689 |
| 4495 | GILLIS | TED | TX168 | 6341 STEWART RD | GALVESTON | Texas | 77551 | 409-741-1400 | 409-741-1402 |
| 5257 | WRIGHT | DAVID | TX155 | 5435 N GARLAND AVE STE 140 | Garland | Texas | 75040 | 972-675-0877 | 972-675-3218 |
| 4221 | ROWE | ROBERT | TX141 | 4500 WILLIAMS DR STE 212 | GEORGETOWN | Texas | 78633 | 512-863-2200 | 512-863-2267 |
| 5573 | ERCHINGER | PAUL | TX141 | 1102 S AUSTIN AVE STE 110 | GEORGETOWN | Texas | 78626-6746 | 512-868-6398 | 512-868-9423 |
| 4093 | DEVANEY | PATRICK | TX155 | 1030 E HWY 377 STE 110 | GRANBURY | Texas | 76048 | 817-579-8470 | 817-579-8469 |
| 4857 | STEVENS | JOHN | TX176 | 1527 W STATE HWY 114 STE 500 | GRAPEVINE | Texas | 76051 | 817-251-9337 | 817-251-0996 |
| 6155 | SPAIDE | TODD | TX176 | 2140 HALL-JOHNSON RD STE 102 | Grapevine | Texas | 76051 | 817-251-8444 | 817-251-8440 |
| 4503 | HUSAIN | ESHA | TX168 | 1307 WEST MAIN ST STE B | Gun Barrel City | Texas | 75156 | 903-887-8770 | 903-887-8773 |
| 4207 | KEY | ROBERT | TX141 | 451-D E CENTRAL TEXAS EXPY | Harker Heights | Texas | 76548 | 254-690-2002 | 254-690-2009 |
| 2898 | COOLEY | EDWARD | TX168 | 1327 E WASHINGTON ST | Harlingen | Texas | 78550 | 956-440-7760 | 956-440-7704 |
| 6566 | Marin | Rigoberto | TX168 | 2211 W Lincoln St | Harlingen | Texas | 78552 | 956-230-2165 | 956-230-2130 |
| 3720 | PEAK | DENNIS | TX156 | 11844 BANDERA ROAD | HELOTES | Texas | 78023 | 210-695-9442 | 210-695-5773 |
| 6385 | BUTLER | BILLY | TX156 | 166 MENELEE ST STE D | Hondo | Texas | 78861 | 830-426-2924 | 830-426-2937 |
| 443 | DURHAM | R | TX168 | 21175 TOMBALL PKWY | Houston | Texas | 77070-1655 | 281-320-0334 | 281-251-5904 |
| 470 | AMIJI | HATIM | TX168 | 14027 MEMORIAL DR | Houston | Texas | 77079-6826 | 281-589-2074 | 281-589-2076 |
| 566 | Okafor | Ephraim | TX168 | 2437 BAY AREA BLVD | HOUSTON | Texas | 77058-1519 | 281-486-0095 | 281-486-7743 |
| 674 | RODEN | ANDREW | TX168 | 2429 BISSONNET ST | HOUSTON | Texas | 77005 | 713-529-4132 | 713-529-8411 |

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|--------|-----------------|------------------|-------|---------------------------------------|--------------|-------|------------|--------------|--------------|
| 783 | SMITH | ROGER | TX168 | 8524 HWY 6 N | HOUSTON | Texas | 77095-2103 | 281-550-0320 | 281-550-0817 |
| 1581 | BOLOOR | SACHIN | TX168 | 2323 CLEAR LAKE CITY BLVD | HOUSTON | Texas | 77062 | 281-486-8542 | 281-486-8614 |
| 1656 | SIEGRIST | ROBERT | TX168 | 11152 WESTHEIMER RD | Houston | Texas | 77042-3218 | 713-781-6245 | 713-784-3291 |
| 1719 | MEHTA | NIKHIL | TX168 | 5090 RICHMOND AVE | HOUSTON | Texas | 77056-7402 | 713-626-2920 | 713-626-2922 |
| 1733 | BARNES | BARRY | TX168 | 1302 WAUGH DRIVE | Houston | Texas | 77019 | 713-942-7775 | 713-522-5882 |
| 1759 | BARNES | BARRY | TX168 | 1415 S VOSS STE 110 | HOUSTON | Texas | 77057-2611 | 713-952-5332 | 713-952-8329 |
| 1806 | LIM | JAYSON | TX168 | 5315 B FM 1960 W | HOUSTON | Texas | 77069 | 281-893-3349 | 281-893-3290 |
| 2071 | BARNES | BARRY | TX168 | 12335 KINGSRIDE LANE | HOUSTON | Texas | 77024-4116 | 713-465-3922 | 713-465-7811 |
| 2286 | BARNES | BARRY | TX168 | 9597 JONES RD | HOUSTON | Texas | 77065-4815 | 281-897-9495 | 281-897-9699 |
| 2293 | SMITH | ROGER | TX168 | 40 FM 1960 W | HOUSTON | Texas | 77090-3530 | 281-397-9611 | 281-397-9616 |
| 2397 | PARIKH | BHAGIRATH | TX168 | 13280 NORTHWEST FWY STE F | Houston | Texas | 77040-6003 | 713-690-4545 | 713-690-4577 |
| 2626 | PHAM | PHONG | TX168 | 7941 KATY FRWY | Houston | Texas | 77024-1924 | 713-681-9623 | 713-686-1118 |
| 2667 | PATEL | BRIJESH | TX168 | 5380 W 34TH ST | HOUSTON | Texas | 77092 | 713-688-7007 | 713-688-7802 |
| 3229 | SHACKETT | TOM | TX168 | 5868 A1 WESTHEIMER | Houston | Texas | 77057 | 713-334-8869 | 713-334-8353 |
| 3372 | PATEL | BRIJESH | TX168 | 3262 WESTHEIMER ROAD | HOUSTON | Texas | 77098-1002 | 713-520-0030 | 713-520-0333 |
| 3941 | BARNES | BARRY | TX168 | 2450 LOUISIANA STE 400 | Houston | Texas | 77006 | 713-524-2335 | 713-524-6409 |
| 4082 | BARNES | BARRY | TX168 | 945 MCKINNEY | HOUSTON | Texas | 77002 | 832-204-3767 | 832-204-3769 |
| 4226 | JOSEPH | JASON | TX168 | 448 W 19TH ST | HOUSTON | Texas | 77008 | 713-880-9996 | 713-880-9979 |
| 4340 | Bandukwala | Kausar | TX168 | 5535 MEMORIAL DR STE F | HOUSTON | Texas | 77007 | 713-868-1003 | 281-888-4182 |
| 4349 | PATEL | RAJENDRA | TX168 | 1127 ELDRIDGE PKWY STE 300 | HOUSTON | Texas | 77077 | 281-759-6234 | 281-759-6201 |
| 4410 | PATEL | BRIJESH | TX168 | 1707 1/2 POST OAK BLVD | Houston | Texas | 77056 | 713-621-9449 | 713-621-9857 |
| 4828 | PATEL | RAJENDRA | TX168 | 3418 STATE HWY 6 SOUTH STE B | Houston | Texas | 77082 | 281-531-5500 | 281-531-5512 |
| 5087 | BASHIR | MOHAMMAD | TX168 | 1029 STATE HWY 6 N STE 650 | HOUSTON | Texas | 77079 | 281-492-9193 | 281-492-9137 |
| 5348 | SIDDIQUI | NADEEM | TX168 | 12620 FM 1960 W STE A-4 | Houston | Texas | 77065 | 281-970-3698 | 281-477-8375 |
| 5543 | SMITH | ROGER | TX168 | 9002 CHIMNEY ROCK RD STE G | HOUSTON | Texas | 77096 | 713-728-0144 | 713-728-0311 |
| 6204 | NORMAN JR. | JOSEPH | TX168 | 15634 WALLISVILLE RD #800 | HOUSTON | Texas | 77049 | 281-457-1006 | 281-457-1195 |
| 6235 | BARNES | BARRY | TX168 | 1600 LAMAR ST (HILTON AMERICAS HOTEL) | HOUSTON | Texas | 77010 | 713-577-6122 | 713-577-6178 |
| 6284 | NORMAN JR. | JOSEPH | TX168 | 11200 Fuqua STE 100 | HOUSTON | Texas | 77089 | 281-464-3036 | 281-464-3086 |
| 6376 | RODEN | ANDREW | TX168 | 2368A RICE BLVD | HOUSTON | Texas | 77005 | 713-492-0416 | 832-804-6179 |
| 6517 | Patel | Jeet | TX168 | 6031 HWY 6 N STE 165 | HOUSTON | Texas | 77084 | 281-861-4729 | 832-427-6043 |
| 6032 | Caswell | Brent | TX155 | 200 S OAKRIDGE DR STE 101 | HUDSON OAKS | Texas | 76087 | 817-594-0665 | 817-594-5006 |
| 6125 | JOSEPH | JASON | TX168 | 9659 N SAM HOUSTON PKWY E STE 150 | HUMBLE | Texas | 77396 | 281-361-7447 | 281-359-9989 |
| 6433 | Janoowalla | Murtaza | TX168 | 9490 FM 1960 Bypass W STE 200 | HUMBLE | Texas | 77338 | 281-446-5152 | 281-446-5153 |
| 2732 | GROGAN | LAWRENCE | TX155 | 7750 N MACARTHUR BLVD STE 120 | Irving | Texas | 75063-7501 | 972-444-0137 | 972-444-0217 |
| 1969 | PATEL | RASHMI | TX168 | 1795 N FRY RD | KATY | Texas | 77449-3347 | 281-647-0654 | 281-647-9860 |
| 4126 | READY | KENNETH | TX168 | 22136 WESTHEIMER PKWY | Katy | Texas | 77450 | 281-828-2210 | 281-828-2233 |
| 4694 | PITTS | BRUCE | TX168 | 565 S MASON RD | Katy | Texas | 77450 | 281-578-6555 | 281-578-6647 |
| 6221 | BENTON | MILLIE | TX168 | 23501 CINCO RANCH BLVD STE H120 | KATY | Texas | 77494 | 281-394-7957 | 281-394-7958 |
| 3653 | BROKER | TAMMY | TX176 | 1540 KELLER PKWY STE 108 | Keller | Texas | 76248 | 817-337-0233 | 817-337-4474 |
| 5536 | PATEL | ANIL | TX176 | 8553 N BEACH ST | KELLER | Texas | 76244 | 817-750-0100 | 817-750-0099 |
| 6419 | Decas | Deborah | TX156 | 165 BUSINESS PARK BLVD STE 300 | KENEDY | Texas | 78119 | 830-583-0322 | 830-583-0410 |
| 3736 | BULL | BILL | TX141 | 317 S SIDNEY BAKER ST STE 400 | KERRVILLE | Texas | 78028-5916 | 830-895-5400 | 830-895-5166 |
| 2246 | KEY | ROBERT | TX141 | 1033 S FORT HOOD ST STE 200 | Killeen | Texas | 76541 | 254-526-1001 | 254-526-1003 |
| 4571 | SCHWARTZ | JACK | TX141 | 2511 TRIMMIER RD #140 | KILLEEN | Texas | 76542 | 254-634-9406 | 254-634-9408 |
| 1571 | BARNES | BARRY | TX168 | 526 KINGWOOD DR | KINGWOOD | Texas | 77339 | 281-359-6444 | 281-359-0577 |
| 2219 | BARNES | BARRY | TX168 | 4582 KINGWOOD DR STE E | Kingwood | Texas | 77345 | 281-360-6868 | 281-361-3290 |
| 6110 | DELANEY | DONALD | TX156 | 5401 S FM 1626 STE 170 | KYLE | Texas | 78640 | 512-262-0045 | 512-262-0057 |
| 4737 | GAIDES | FRANK | TX168 | 117 HIGHWAY 332 W STE J | Lake Jackson | Texas | 77566 | 979-297-4877 | 979-297-4811 |
| 4214 | SOUCIA | JAY | TX141 | 2303 RANCH RD 620 S STE 135 | LAKEWAY | Texas | 78734 | 512-263-4113 | 512-263-4115 |
| 2146 | SOTO JR | NICOLAS | TX168 | 7305 SAN DARIO | Laredo | Texas | 78045 | 956-791-8747 | 956-791-8779 |

| Center | Owner Last Name | Owner First Name | Area | Address | City | State | Zip | Phone | Fax |
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| 1621 | BOWEN | BEVERLY | TX168 | 2951 MARINA BAY DR STE 130 | League City | Texas | 77573-2785 | 281-334-4208 | 281-334-2466 |
| 5337 | BOWEN | BEVERLY | TX168 | 2925 GULF FREEWAY SOUTH STE B | League City | Texas | 77573 | 281-337-7760 | 281-337-7765 |
| 6546 | Metevie | Christopher | TX141 | 3550 Lakeline Blvd Ste 170 | LEANDER | Texas | 78641 | 512-986-7273 | 512-986-7244 |
| 2301 | POHLMAN | JEFF | TX176 | 1565 W MAIN ST STE 208 | Lewisville | Texas | 75067-3397 | 972-420-1250 | 972-420-1252 |
| 3847 | SCHENCK JR | RICHARD | TX176 | 1079 W ROUND GROVE RD STE 300 | Lewisville | Texas | 75067 | 972-315-3424 | 972-315-3524 |
| 6536 | Misenheimer | Jay | TX168 | 510 E LOOP 281 STE B | LONGVIEW | Texas | 75605 | 903-757-9000 | 903-757-9001 |
| 1207 | Dillard | Jessica | TX259 | 5109 82ND ST STE 7 | LUBBOCK | Texas | 79424-3099 | 806-794-0056 | 806-794-0356 |
| 4212 | CANON | GERALD | TX259 | 6923 INDIANA AVE | LUBBOCK | Texas | 79413 | 806-791-5067 | 806-791-5344 |
| 5190 | MITTAL | PIYUSH | TX259 | 3410 98TH ST STE 4 | LUBBOCK | Texas | 79423 | 806-771-5901 | 806-771-5902 |
| 3097 | PARTEN | LARRY | TX168 | 3009 S JOHN REDDITT DR STE E | Lufkin | Texas | 75904 | 936-639-3122 | 936-639-3125 |
| 4728 | BUCKLEY | BETH | TX168 | 6606 FM 1488 STE 148 | MAGNOLIA | Texas | 77354 | 936-271-0050 | 936-271-0055 |
| 4284 | NEESEN | MICHAEL | TX176 | 990 HWY 287 N #106 | Mansfield | Texas | 76063 | 817-453-9669 | 817-477-9600 |
| 5548 | DEIKE | CHRISTY | TX141 | 1107 HWY 1431 | Marble Falls | Texas | 78654 | 830-693-5252 | 830-693-5353 |
| 3526 | CHILDERS | JENICE | TX168 | 1203-B EAST GRAND | MARSHALL | Texas | 75670 | 903-935-9990 | 903-935-7683 |
| 4587 | SOTO JR | NICOLAS | TX168 | 1209 S 10th ST | Mcallen | Texas | 78501 | 956-631-4877 | 956-631-4762 |
| 4094 | HELGESON | JEFFREY | TX155 | 4100 ELDORADO PKWY STE 100 | MCKINNEY | Texas | 75070 | 972-540-2515 | 972-540-1995 |
| 5781 | HELGESON | JEFFREY | TX155 | 6841 VIRGINIA PARKWAY STE 103 | MCKINNEY | Texas | 75071 | 972-540-5755 | 972-540-5716 |
| 862 | ARNOLD | PETER | TX155 | 1515 N TOWN EAST BLVD STE 138 | MESQUITE | Texas | 75150-4142 | 972-613-5100 | 972-613-5102 |
| 5023 | KIKER | CRYSTAL | TX259 | 3001 W LOOP 250 N STE C-105 | MIDLAND | Texas | 79705 | 432-694-7800 | 432-694-7815 |
| 5992 | McGRAW | JUDY | TX176 | 661 E MAIN ST #200 | MIDLOTHIAN | Texas | 76065 | 972-775-2980 | 972-775-8940 |
| 5153 | LOREDO | OSCAR | TX168 | 808 S SHARY RD STE #5 | Mission | Texas | 78572 | 956-583-7377 | 956-583-7677 |
| 1959 | JOSEKUTTY | ITTY | TX168 | 2601 CARTWRIGHT RD STE D | MISSOURI CITY | Texas | 77459-2613 | 281-261-6894 | 281-261-6895 |
| 4854 | PATEL | REEMA | TX168 | 5680 STATE HWY 6 | MISSOURI CITY | Texas | 77459 | 281-403-3280 | 281-403-3275 |
| 6085 | ATRI | AMARESH | TX168 | 9119 HWY 6 STE 230 | Missouri City | Texas | 77459-4876 | 281-778-3700 | 281-778-3702 |
| 5793 | JOSEPH | JASON | TX168 | 18445 STATE HWY 105 W STE 102 | MONTGOMERY | Texas | 77356 | 936-495-1737 | 936-495-1739 |
| 4758 | DUKE | KRISTINA | TX155 | 120 E FM 544, #72 | Murphy | Texas | 75094 | 972-423-0270 | 972-423-0351 |
| 3855 | STONE | JODIE | TX168 | 3205 N UNIVERSITY DR STE D | Nacogdoches | Texas | 75965 | 936-559-5614 | 936-559-0434 |
| 4747 | ARMSTRONG | JAMES | LA242 | 3318 HWY 365 | Nederland | Texas | 77627 | 409-727-7700 | 409-727-7729 |
| 4200 | HART | DWAYNE | TX156 | 301 MAIN PLAZA (SEGUIN AVE) | NEW BRAUNFELS | Texas | 78130 | 830-626-0788 | 830-627-8504 |
| 6190 | HART | DWAYNE | TX156 | 1659 STATE HWY 46 W STE 115 | New Braunfels | Texas | 78132 | 830-625-5610 | 830-625-5875 |
| 4858 | JANSING | HAROLD | TX176 | 8528 DAVIS BLVD STE 134 | North Richland Hills | Texas | 76182 | 817-281-8877 | 817-281-8807 |
| 5109 | KIKER | TOBY | TX259 | 2000 E 42ND ST SUITE C | Odessa | Texas | 79762 | 432-550-7185 | 432-550-7195 |
| 3104 | MARE DIA | GULBANU | TX168 | 2800 BROADWAY STE C | PEARLAND | Texas | 77581 | 281-997-6884 | 281-997-6603 |
| 4358 | SULTAN | SYED | TX168 | 10223 BROADWAY STE P | Pearland | Texas | 77584 | 713-436-5252 | 713-436-5255 |
| 5857 | ALVAREZ | LEANNE | TX168 | 11601 SHADOW CREEK PKWY #111 | PEARLAND | Texas | 77584 | 713-436-1090 | 713-436-1016 |
| 4028 | GOSWAMI | MUKUND | TX141 | 900 E PECAN ST #300 | Pflugerville | Texas | 78660 | 512-670-9001 | 512-670-9006 |
| 781 | PATEL | CHINTAN | TX155 | 3100 INDEPENDENCE PKWY STE 311 | PLANO | Texas | 75075-1997 | 972-596-0047 | 972-612-2402 |
| 1773 | Austin | Joseph | TX155 | 1900 PRESTON RD STE 267 | PLANO | Texas | 75093 | 972-964-5759 | 972-964-5856 |
| 2519 | DAMON | SARAH | TX155 | 3948 LEGACY DRIVE SUITE 106 | PLANO | Texas | 75023-8300 | 972-491-7047 | 972-491-7048 |
| 2596 | DAMON | SARAH | TX155 | 3308 PRESTON RD #350 | PLANO | Texas | 75093-7471 | 972-964-0693 | 972-596-4615 |
| 3858 | HILDEBRANDT | RICK | TX155 | 2300 MCDERMOTT DR STE 200 | PLANO | Texas | 75025 | 972-747-1623 | 972-747-1323 |
| 3902 | DAMON | SARAH | TX155 | 6505 PARK BLVD #306 | Plano | Texas | 75093 | 972-378-3118 | 972-378-3119 |
| 4955 | MILARSKI JR | JOHN | TX155 | 9720 COIT ROAD STE 220 | PLANO | Texas | 75025 | 972-377-4620 | 972-377-5995 |
| 5904 | NANDU | VIREN | TX155 | 5760 LEGACY DR STE B3 | Plano | Texas | 75024 | 972-473-3040 | 972-473-2014 |
| 4617 | SEGURA | SARAH | TX156 | 703 W OAKLAWN RD | PLEASANTON | Texas | 78064 | 830-569-8877 | 830-569-8878 |
| 3064 | ROBERTS | BRITT | TX155 | 819 W ARAPAHO RD STE 24B | RICHARDSON | Texas | 75080 | 972-669-9500 | 972-669-9949 |
| 3401 | PARIKH | KRISHNA | TX155 | 908 AUDELIA RD STE 200 | RICHARDSON | Texas | 75081-5150 | 972-705-9114 | 972-705-9493 |
| 4468 | McCULLOCH | CLIFFORD | TX155 | 101 S COIT RD STE 36 | Richardson | Texas | 75080 | 972-644-8660 | 972-699-0771 |
| 6506 | Momin | Salim | TX155 | 1920 N. Coit RD STE 200 | RICHARDSON | Texas | 75080 | 972-479-9080 | 972-479-9119 |
| 6565 | Hill | Steven | TX168 | 503 FM 359 STE 130 | RICHMOND | Texas | 77406 | 281-232-7230 | 281-232-7512 |
| 5972 | PATEL | ASIS | TX168 | 24200 SW FWY STE 402 | Rosenberg | Texas | 77471 | 832-595-0877 | 832-595-6877 |
| 1394 | MOREHOUSE | DONNA | TX141 | 402 A WEST PALM VALLEY BLVD | ROUND ROCK | Texas | 78664-4237 | 512-218-0311 | 512-218-1955 |

| Center | Owner Last Name | Owner First Name | Area | Address | City | State | Zip | Phone | Fax |
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| 3315 | CORE | CHARLES | TX141 | 2541 S I H-35 STE 200 | ROUND ROCK | Texas | 78664-7357 | 512-238-6245 | 512-238-6246 |
| 4897 | PATEL | CHINTAN | TX155 | 8301 LAKEVIEW PKWY STE 111 | Rowlett | Texas | 75088 | 972-463-2917 | 972-463-2921 |
| 5631 | MAHARAJ | KRISHNA | TX155 | 5250 HWY 78 STE 750 | SACHSE | Texas | 75048 | 972-495-7666 | 972-495-6446 |
| 2165 | MINOR | LORRY | TX259 | 3524 KNICKERBOCKER RD STE C | SAN ANGELO | Texas | 76904 | 325-947-7395 | 325-944-0546 |
| 292 | RAINA | HARDEEP | TX156 | 11765 WEST AVE | San Antonio | Texas | 78216-2559 | 210-377-3738 | 210-377-0505 |
| 343 | JIMENEZ | EDWARD | TX156 | 14080 NACOGDOCHES RD | San Antonio | Texas | 78247-1944 | 210-590-1511 | 210-655-2658 |
| 344 | DAY | PAMELA | TX156 | 7113 SAN PEDRO AVE (NORTHVIEW CONCOURSE) | San Antonio | Texas | 78216-6219 | 210-829-1666 | 210-829-5553 |
| 850 | DAY | PAMELA | TX156 | 14546 BROOK HOLLOW BLVD | SAN ANTONIO | Texas | 78232 | 210-490-4547 | 210-490-4549 |
| 1317 | SCHOFF | RICHARD | TX156 | 5150 BROADWAY ST | San Antonio | Texas | 78209-5236 | 210-826-9883 | 210-826-9886 |
| 1756 | STAMPS | RAI | TX156 | 2313 LOCKHILL-SELMA | SAN ANTONIO | Texas | 78230-3003 | 210-979-7888 | 210-979-8016 |
| 2095 | VILLARREAL | JESSE | TX156 | 10004 WURZBACH RD | San Antonio | Texas | 78230 | 210-697-8481 | 210-697-0742 |
| 2384 | WATTS | JAMES | TX156 | 7970 FREDERICKSBURG RD #101 | SAN ANTONIO | Texas | 78229 | 210-615-0385 | 210-615-6585 |
| 2516 | AMARANENI | SOBHAN | TX156 | 2935 THOUSAND OAKS DR STE #6 | SAN ANTONIO | Texas | 78247 | 210-496-1091 | 210-496-0750 |
| 3212 | RANGEL | HECTOR | TX156 | 5804 BABCOCK RD | San Antonio | Texas | 78240 | 210-694-5522 | 210-694-5599 |
| 3550 | WATTS | JAMES | TX156 | 24165 IH-10 WEST STE 217 | SAN ANTONIO | Texas | 78257 | 210-698-8704 | 210-698-8730 |
| 3620 | HEFLIN | RANDALL | TX156 | 20770 US HWY 281 N STE #108 | SAN ANTONIO | Texas | 78258 | 210-402-3400 | 210-402-3924 |
| 3810 | WEST | STORMIE | TX156 | 1150 N LOOP 1604 W STE 108 | SAN ANTONIO | Texas | 78248 | 210-493-9933 | 210-493-6080 |
| 3980 | ESPREE | LARRY | TX156 | 4007 MCCULLOGH AVE | SAN ANTONIO | Texas | 78212 | 210-826-8949 | 210-826-8971 |
| 4180 | SCHOFF | RICHARD | TX156 | 200 E MARKET ST STE 215 | SAN ANTONIO | Texas | 78205 | 210-258-8950 | 210-258-8951 |
| 4402 | VILLARREAL | JESSE | TX156 | 999 E BASSE RD STE 180 | SAN ANTONIO | Texas | 78209 | 210-828-9559 | 210-828-5911 |
| 4458 | RAINA | HARDEEP | TX156 | 10650 CULEBRA RD STE 104 | SAN ANTONIO | Texas | 78251 | 210-521-6100 | 210-521-7200 |
| 4467 | DONELSON | JAMES | TX156 | 1141 NORTH LOOP 1604 EAST #105 | SAN ANTONIO | Texas | 78232 | 210-495-4700 | 210-495-4760 |
| 4673 | JONES | WILLIAM | TX156 | 1533 AUSTIN HWY STE #102 | SAN ANTONIO | Texas | 78218-1708 | 210-829-4248 | 210-829-4219 |
| 4680 | WATTS | JAMES | TX156 | 5886 DE ZAVALA RD STE 102 | SAN ANTONIO | Texas | 78249 | 210-641-0081 | 210-641-0013 |
| 4817 | SALINAS-BAKER | MARIA | TX156 | 11703 HUEBNER RD STE 106 | San Antonio | Texas | 78230-1205 | 210-699-9200 | 210-699-9201 |
| 4827 | Pucci | Rise | TX156 | 8111 MAINLAND STE 104 | SAN ANTONIO | Texas | 78240 | 210-520-0227 | 210-520-0229 |
| 4997 | SCHERWITZ | THOMAS | TX156 | 14439 NW MILITARY HWY | SAN ANTONIO | Texas | 78231-1628 | 210-492-4423 | 210-492-3323 |
| 5156 | ESPREE | LARRY | TX156 | 2180 REESE ST BLDG 1285 | SAN ANTONIO | Texas | 78236 | 210-675-3230 | 210-675-3442 |
| 5218 | PROVENZANO | RYAN | TX156 | 17503 LA CANTERA PKWY STE 104 | SAN ANTONIO | Texas | 78257 | 210-694-6550 | 210-694-6572 |
| 5234 | Lucas | Charles | TX156 | 6531 FM 78 STE #110 | SAN ANTONIO | Texas | 78244 | 210-310-1196 | 210-310-1805 |
| 5751 | PRESTON | MICHAEL | TX156 | 9800 HYATT RESORT DR | SAN ANTONIO | Texas | 78251 | 210-647-1234 | 210-681-9681 |
| 5771 | WURZBACH | ALLEN | TX156 | 10730 POTRANCO RD SUITE 122 | San Antonio | Texas | 78251 | 210-520-5584 | 210-520-5668 |
| 5931 | BROWN | MONENA | TX156 | 20079 STONE OAK PKWY STE 1105 | SAN ANTONIO | Texas | 78258 | 210-494-5877 | 210-494-5677 |
| 6010 | REYES | NANCY | TX156 | 4102 S NEW BRAUNFELS AVE STE 110 | SAN ANTONIO | Texas | 78223 | 210-531-9669 | 210-531-9650 |
| 6130 | PRESTON | MICHAEL | TX156 | 101 BOWIE ST | SAN ANTONIO | Texas | 78205 | 210-554-6208 | 210-554-6204 |
| 6140 | PRESTON | MICHAEL | TX156 | 889 E MARKET ST | SAN ANTONIO | Texas | 78205 | 210-299-6555 | 210-299-6564 |
| 6150 | PEAK | DENNIS | TX156 | 6906 N LOOP 1604 W - UC 1.04.02 | SAN ANTONIO | Texas | 78249 | 210-458-4945 | 210-561-2654 |
| 6240 | Maycotte-Grathwol | Ricardo | TX156 | 2441 NACOGDOCHES RD | SAN ANTONIO | Texas | 78217 | 210-829-8276 | 210-829-5939 |
| 6313 | ARISTEGUIETA | FERNANDO | TX156 | 1300 San Pedro Ave | SAN ANTONIO | Texas | 78212 | 210-486-0003 | 210-486-9893 |
| 6314 | ARISTEGUIETA | FERNANDO | TX156 | 3535 N Ellison Dr | SAN ANTONIO | Texas | 78251 | 210-486-4868 | 210-486-9894 |
| 6315 | ARISTEGUIETA | FERNANDO | TX156 | 1801 Martin Luther King Dr | SAN ANTONIO | Texas | 78203 | 210-486-2068 | 210-486-9896 |
| 6317 | ARISTEGUIETA | FERNANDO | TX156 | 800 Quintana Rd | SAN ANTONIO | Texas | 78211 | 210-486-7275 | 210-486-9897 |
| 6318 | ARISTEGUIETA | FERNANDO | TX156 | 1400 W VILLARET BLVD | SAN ANTONIO | Texas | 78224-2499 | 210-486-3003 | 210-486-9201 |
| 6320 | ROGOFF | LAWRENCE | TX156 | 200 South Alamo St. | SAN ANTONIO | Texas | 78205 | 210-224-3387 | 210-554-6204 |
| 6552 | McKinney | Helen | TX156 | 8403 STATE HWY 151 STE 104 | SAN ANTONIO | Texas | 78245 | 210-520-0468 | 210-520-0464 |
| 6637 | PROVENZANO | RYAN | TX156 | 16641 LA CANTERA PKWY | SAN ANTONIO | Texas | 78256 | 210-558-2476 | 210-558-2477 |
| 4281 | BLOCKER III | WILLIAM | TX156 | 415 N GUADALUPE ST | SAN MARCOS | Texas | 78666 | 512-805-0500 | 512-805-0520 |
| 3403 | ARISTEGUIETA | FERNANDO | TX156 | 17460 I-35 N STE 430 | SCHERTZ | Texas | 78154 | 210-651-4510 | 210-651-4514 |
| 5148 | JOHNSON | STACEY | TX156 | 562 SOUTH STATE HWY 123 BYPASS | Seguin | Texas | 78155 | 830-379-8717 | 830-379-8718 |

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| 4373 | SCHOFF | RICHARD | TX156 | 8235 AGORA PKWY SUITE 111 | Selma | Texas | 78154 | 210-658-8351 | 210-658-8397 |
| 5685 | SWENSON | PAULA | TX259 | 715 H AVE STE A | Sheppard Afb | Texas | 76311 | 940-687-1568 | 940-687-1570 |
| 3883 | JORDAN | STEVEN | TX155 | 718 HIGHWAY 82 EAST | Sherman | Texas | 75090 | 903-868-1763 | 903-892-0529 |
| 4772 | MOHAMMED | GULZAR | TX176 | 2600 E SOUTHLAKE BLVD STE 120 | SOUTHLAKE | Texas | 76092 | 817-749-0003 | 817-749-0046 |
| 346 | REIMOLD | CHET | TX168 | 4008 LOUETTA RD | Spring | Texas | 77388-4405 | 281-376-5666 | 281-288-1239 |
| 4478 | REIMOLD | CHET | TX168 | 6046 FM 2920 | Spring | Texas | 77379 | 281-370-9006 | 281-370-9909 |
| 4760 | DONOVAN | GERARD | TX168 | 330 RAYFORD RD | Spring | Texas | 77386 | 281-419-3565 | 281-419-3569 |
| 5647 | BURKS | GREGG | TX168 | 2129 FM 2920 STE 190 | Spring | Texas | 77388 | 281-528-8855 | 281-528-9594 |
| 6394 | Tayyeb | Abbas | TX168 | 7312 Louetta RD | Spring | Texas | 77379 | 281-257-4705 | 281-257-4708 |
| 4000 | Allen | Lisa | TX156 | 20540 HWY 46 W STE 115 | SPRING BRANCH | Texas | 78070 | 830-438-8004 | 830-438-8051 |
| 2402 | PATEL | SUREKHA | TX168 | 14019 SW FWY #301 | Sugar Land | Texas | 77478-3551 | 281-565-5252 | 281-565-5151 |
| 4794 | PATEL | SUREKHA | TX168 | 16107 KENSINGTON DR | SUGAR LAND | Texas | 77479 | 281-277-3059 | 281-277-3159 |
| 5884 | MOREHOUSE | DONNA | TX141 | 3809 S GENERAL BRUCE DR #A103 | TEMPLE | Texas | 76502 | 254-742-0006 | 254-742-1718 |
| 5243 | PATEL | NARAN | TX168 | 2509 RICHMOND RD | Texarkana | Texas | 75503 | 903-223-0327 | 903-223-0411 |
| 5168 | RATHOD | KAUSHIK | TX176 | 3751 MAIN ST STE 600 | The Colony | Texas | 75056 | 972-370-1525 | 972-370-1526 |
| 577 | ALMAN | NATHAN | TX168 | 7 SWITCHBUD PL | The Woodlands | Texas | 77380-3707 | 281-367-0291 | 281-364-8094 |
| 2481 | SMITH | ROGER | TX168 | 4747 RESEARCH FOREST DR STE 180 | The Woodlands | Texas | 77381-4902 | 281-362-1042 | 281-362-1051 |
| 4001 | SIMMONS | WILLIAM | TX168 | 6700 WOODLANDS PKWY STE 230 | The Woodlands | Texas | 77382 | 281-362-1037 | 281-362-7220 |
| 6498 | Nickles | Keith | TX168 | 24230 Kuykendahl RD STE 310 | The Woodlands | Texas | 77375 | 832-698-4475 | 832-698-4643 |
| 5288 | ALI | JUZAR | TX168 | 14090 FM 2920 ROAD STE G | Tomball | Texas | 77377 | 281-516-0377 | 281-516-0380 |
| 2104 | LYONS | WILLIAM | TX168 | 1910 E SE LOOP 323 | Tyler | Texas | 75701 | 903-533-8077 | 903-533-8079 |
| 3615 | LYONS | WILLIAM | TX168 | 5380 OLD BULLARD ROAD SUITE 600 | TYLER | Texas | 75703-1312 | 903-509-3355 | 903-509-3297 |
| 5437 | SHANKS | SALLY | TX168 | 3872 STATE HWY 64 WEST | Tyler | Texas | 75704 | 903-526-3232 | 903-526-3434 |
| 2773 | PALMER | KEVIN | TX156 | 902 KITTY HAWK RD STE 170 | Universal City | Texas | 78148 | 210-945-8821 | 210-945-9008 |
| 6180 | DAY | PAMELA | TX156 | 630 3RD ST W STE 1 | Universal City | Texas | 78148 | 210-658-5400 | 210-658-5401 |
| 6316 | ARISTEGUIETA | FERNANDO | TX156 | 1201 KITTY HAWK RD | Universal City | Texas | 78148 | 210-486-5663 | 210-486-9895 |
| 5474 | HOUSWORTH | CRAIG | TX168 | 8806 N NAVARRO ST STE 600 | Victoria | Texas | 77904 | 361-576-6411 | 361-576-6421 |
| 5767 | Gandy | Jordan | TX141 | 208 HEWITT DR STE 103 | WACO | Texas | 76712 | 254-666-1034 | 254-666-2968 |
| 5922 | Gandy | Jordan | TX141 | 4300 W WACO DR STE 2 BLDG B | WACO | Texas | 76710 | 254-741-6538 | 254-741-6540 |
| 6593 | Gandy | Jordan | TX141 | 1205 S 8TH ST | WACO | Texas | 76706 | 254-732-4180 | 254-732-4035 |
| 5780 | Marshall | William | TX176 | 791 HWY 77 N STE 501-C | Waxahachie | Texas | 75165 | 972-923-0544 | 972-923-0549 |
| 5704 | MEJIA | HECTOR | TX168 | 1015 N TEXAS BLVD STE 20B | Weslaco | Texas | 78596 | 956-969-8282 | 956-969-8299 |
| 5222 | SWENSON | CLAYTON | TX259 | 3808 KEMP BLVD STE B | WICHITA FALLS | Texas | 76308 | 940-767-6245 | 940-761-3291 |
| 4211 | BURROW | STEPHEN | TX168 | 502 W MONTGOMERY | WILLIS | Texas | 77378 | 936-856-7310 | 936-856-9538 |
| 2476 | KLEIN | TODD | UT231 | 125 E MAIN ST | American Fork | Utah | 84003-2407 | 801-763-8111 | 801-763-8657 |
| 1895 | BARLEY | TED | UT231 | 90 WEST 500 SOUTH | Bountiful | Utah | 84010 | 801-299-9995 | 801-299-0693 |
| 2987 | PINK | KENNETH | UT231 | 97 S MAIN ST | Brigham City | Utah | 84302-2526 | 435-723-9273 | 435-723-9274 |
| 3283 | KLEIN | TODD | UT231 | 646 S MAIN ST | Cedar City | Utah | 84720 | 435-867-1987 | 435-867-1988 |
| 6519 | PINK | KENNETH | UT231 | 331 W Parrish LN STE 106 | CENTERVILLE | Utah | 84014 | 801-292-2745 | 801-294-2446 |
| 4469 | SALMOND | LONN | UT231 | 2122 W 1800 N | CLINTON | Utah | 84015 | 801-774-9492 | 801-774-9590 |
| 1499 | BEATTY | BILL | UT231 | 6905 S 1300 E | Cottonwood Heights | Utah | 84047 | 801-568-9420 | 801-568-9494 |
| 2014 | BEATTY | BILL | UT231 | 1192 E DRAPER PKWY | DRAPER | Utah | 84020-9095 | 801-572-4100 | 801-572-5151 |
| 4186 | GILES | JULIE | UT231 | 520 N MAIN ST STE C | Heber City | Utah | 84032 | 435-654-9292 | 435-654-9494 |
| 4976 | MURRAY | CODY | UT231 | 5526 WEST 13400 SOUTH | Herriman | Utah | 84096 | 801-254-8292 | 801-254-6321 |
| 6054 | KLEIN | LISA | UT231 | 5406 W 11000 NORTH STE 103 | Highland | Utah | 84003 | 801-763-2323 | 801-763-2424 |
| 5668 | PINK | KENNETH | UT231 | 265 N MAIN ST STE D | Kaysville | Utah | 84037-1471 | 801-593-8771 | 801-593-8772 |
| 4164 | JENSEN | NORMA | UT231 | 4956 W 6200 S | Kearns | Utah | 84118 | 801-966-3690 | 801-966-3695 |
| 5747 | PINK | KENNETH | UT231 | 733 NORTH KING ST STE #400 | Layton | Utah | 84041 | 801-444-3945 | 801-444-3953 |
| 5398 | PRICE | ROGER | UT231 | 770 EAST MAIN ST | Lehi | Utah | 84043 | 801-766-4999 | 801-766-4144 |
| 2336 | LEWIS | BRAD | UT231 | 41 E 400 NORTH | LOGAN | Utah | 84321-4020 | 435-753-2626 | 435-753-3231 |
| 3033 | BAY | DOUGLAS | UT231 | 5442 S 900 E | Murray | Utah | 84117 | 801-685-2100 | 801-685-2200 |
| 3790 | PINK | KENNETH | UT231 | 2637 N WASHINGTON BLVD | North Ogden | Utah | 84414 | 801-786-0932 | 801-786-7921 |

| Center | Owner Last Name | Owner First Name | Area | Address | City | State | Zip | Phone | Fax |
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| 2769 | PINK | KENNETH | UT231 | 4287 HARRISON BLVD | OGDEN | Utah | 84403-3150 | 801-476-0201 | 801-479-5553 |
| 2269 | MATTHEWS | McKAY | UT231 | 51 W CENTER | Orem | Utah | 84057 | 801-226-7638 | 801-226-8029 |
| 1372 | GIAUQUE | TODD | UT231 | 1776 PARK AVE STE 4 | Park City | Utah | 84060-0770 | 435-649-1819 | 435-649-4079 |
| 3471 | GIAUQUE | TODD | UT231 | 6300 N SAGEWOOD DR STE H | PARK CITY | Utah | 84098 | 435-647-9303 | 435-647-9304 |
| 4848 | WEBER | STEVAN | UT231 | 881 WEST STATE RD STE 140 | PLEASANT GROVE | Utah | 84062 | 801-785-0445 | 801-785-0446 |
| 2955 | ALLRED | TERRI | UT231 | 1179 E MAIN ST | Price | Utah | 84501-2714 | 435-637-9611 | 435-637-9616 |
| 3977 | DEWEY | ROYCE | UT231 | 3214 NORTH UNIVERSITY AVE | PROVO | Utah | 84604 | 801-375-1700 | 801-374-1042 |
| 5266 | DEWEY | ROYCE | UT231 | 223 WEST BULLDOG BLVD | Provo | Utah | 84604 | 801-379-6000 | 801-379-6120 |
| 5258 | MALMGREN | SCOTT | UT231 | 1172 S HWY 118 | RICHFIELD | Utah | 84701 | 435-893-2000 | 435-893-8585 |
| 3282 | Goodloe | Richard | UT231 | 1878 W 12600 S ST | RIVERTON | Utah | 84065-7026 | 801-446-1906 | 801-446-1907 |
| 1540 | ELDREDGE | JOSH | UT231 | 4760 S HIGHLAND DR | Salt Lake City | Utah | 84117-6007 | 801-277-1666 | 801-277-3724 |
| 1620 | PANNIER | SCOTT | UT231 | 1338 S FOOTHILL DR | Salt Lake City | Utah | 84108-2321 | 801-583-8335 | 801-583-8419 |
| 1926 | BAY | DOUGLAS | UT231 | 869 EAST 4500 SOUTH | Salt Lake City | Utah | 84107-3049 | 801-269-9645 | 801-262-2340 |
| 1986 | PANNIER | SCOTT | UT231 | 2223 S HIGHLAND DR #E6 | Salt Lake City | Utah | 84106-2882 | 801-485-3377 | 801-485-3385 |
| 2545 | DUFFIN | JAMES | UT231 | 1905 W 4700 S | Salt Lake City | Utah | 84129-1105 | 801-969-3044 | 801-969-2868 |
| 3522 | PANNIER | BRITON | UT231 | 3267 E 3300 S | Salt Lake City | Utah | 84109-2246 | 801-466-4224 | 801-466-8881 |
| 3851 | PANNIER | BRITON | UT231 | 358 S 700 E STE B | Salt Lake City | Utah | 84102 | 801-539-8351 | 801-539-8353 |
| 5683 | TAYLOR | NANCY | UT231 | 32 WEST 200 SOUTH | Salt Lake City | Utah | 84101 | 801-363-7100 | 801-363-7107 |
| 4354 | BEATTY | BILL | UT231 | 63 EAST 11400 S | Sandy | Utah | 84070-6705 | 801-572-5602 | 801-572-5603 |
| 5716 | PANNIER | BRITON | UT231 | 1914 EAST 9400 SOUTH | SANDY | Utah | 84093 | 801-523-8234 | 801-523-8134 |
| 5517 | KLEIN | TODD | UT231 | 212 E CROSSROADS BLVD | Saratoga Springs | Utah | 84043 | 801-768-7300 | 801-768-7303 |
| 4389 | LEE | RICHARD | UT231 | 3731 WEST 104000 SOUTH | South Jordan | Utah | 84095 | 801-302-9272 | 801-302-9273 |
| 4272 | MACK | BECKY | UT231 | 654 N 800 E | Spanish Fork | Utah | 84660 | 801-798-2777 | 801-798-2522 |
| 4759 | MACK | BECKY | UT231 | 224 S MAIN ST | Springville | Utah | 84663 | 801-491-9744 | 801-491-9745 |
| 4057 | COLEMAN | MARK | UT231 | 1812 W SUNSET BLVD #1 | ST GEORGE | Utah | 84770 | 435-652-8900 | 435-652-8908 |
| 4981 | COLEMAN | MARK | UT231 | 473 SOUTH RIVER RD STE 1 | ST GEORGE | Utah | 84790 | 435-652-8495 | 435-652-9931 |
| 3370 | HOLLAR | CINDY | UT231 | 772 N MAIN ST | Tooele | Utah | 84074-1612 | 435-833-0501 | 435-833-0499 |
| 2843 | RIGDON | RANDY | UT231 | 1780 W 9000 SOUTH STE C | West Jordan | Utah | 84088-6501 | 801-562-1899 | 801-562-0117 |
| 3608 | JENSEN | NORMA | UT231 | 7103 S REDWOOD ROAD | West Jordan | Utah | 84084-2407 | 801-567-0200 | 801-567-0900 |
| 2821 | CLARK | MONICA | VT210 | 70 S WINOOSKI AVE STE 1W | BURLINGTON | Vermont | 05401-3830 | 802-651-1695 | 802-651-1699 |
| 4618 | MERSEREAU | DONALD | VT210 | 1127 NORTH AVE STE 27 | Burlington | Vermont | 05408 | 802-861-4100 | 802-861-4101 |
| 3327 | WERTHEIM | EARL | VT210 | 4 CARMICHAEL ST STE 111 | Essex | Vermont | 05452-3195 | 802-879-6959 | 802-879-6984 |
| 2601 | AMZALLAG | TRISTAN | VT210 | 105 COURT ST | MIDDLEBURY | Vermont | 05753 | 802-388-3020 | 802-388-3008 |
| 6321 | AMZALLAG | TRISTAN | VT210 | 31 N MAIN ST | RUTLAND | Vermont | 05701 | 802-773-7410 | 802-773-7405 |
| 1107 | CUNNINGHAM | ROBERT | VT210 | 150 DORSET ST STE 245 THE BLUE MALL | South Burlington | Vermont | 05403-6238 | 802-860-7428 | 802-862-2899 |
| 6459 | CLARK | MONICA | VT210 | 38 N Main ST | ST ALBANS | Vermont | 05478 | 802-782-8326 | 802-782-8956 |
| 2614 | CLARK JR | JOHN | VT210 | 112 S MAIN ST | STOWE | Vermont | 05672 | 802-253-2233 | 802-253-0809 |
| 3034 | FLINT | LAURA | VT210 | 29 TAFT CORNERS SHOPPING CTR | WILLISTON | Vermont | 05495-2023 | 802-872-8455 | 802-872-8255 |
| 3427 | ROHR | SHEILA | TN199 | 448 CUMMINGS ST | Abingdon | Virginia | 24210-3220 | 276-623-9045 | 276-623-9051 |
| 823 | VIERNES | CATHERINE | VA107 | 107 S WEST ST | ALEXANDRIA | Virginia | 22314-2891 | 703-683-8441 | 703-683-8444 |
| 3532 | DAY | DARRIN | VA107 | 5810 KINGSTOWNE CENTER DR #120 | ALEXANDRIA | Virginia | 22315-5711 | 703-924-4201 | 703-924-4203 |
| 3708 | REID | PEGGY | VA107 | 3213 DUKE ST | ALEXANDRIA | Virginia | 22314 | 703-823-4500 | 703-823-3920 |
| 4039 | REID | PEGGY | VA107 | 8647 RICHMOND HWY (RTE 1) | ALEXANDRIA | Virginia | 22309 | 703-619-0500 | 703-619-0700 |
| 4244 | HUBBARD | LINDA | VA107 | 2308 MT VERNON AVE | ALEXANDRIA | Virginia | 22301 | 703-739-9100 | 703-739-4600 |
| 5144 | KE | CHUN YI | VA107 | 6920-B BRADLICK SHOPPING CENTER | Annandale | Virginia | 22003 | 703-256-5995 | 703-256-7505 |
| 657 | KIM | YOU | VA107 | 2200 WILSON BLVD STE 102 | ARLINGTON | Virginia | 22201-3324 | 703-358-9500 | 703-358-9242 |

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| 3174 | BADARACCO | RICHARD | VA107 | 4201 WILSON BLVD #110 | ARLINGTON | Virginia | 22203 | 703-522-4000 | 703-522-5460 |
| 4832 | MAGLIOCCHE TI | MARK | VA107 | 2776 S ARLINGTON MILL DR | ARLINGTON | Virginia | 22206 | 703-820-3300 | 703-820-3335 |
| 6199 | REID | EDWIN | VA107 | 1405 S FERN ST | ARLINGTON | Virginia | 22202 | 703-920-6199 | 703-920-6140 |
| 6361 | Franklin | Wade | VA107 | 3033 Wilson Blvd. STE E | ARLINGTON | Virginia | 22201 | 703-527-4700 | 703-527-4701 |
| 4152 | MCKEON | THOMAS | VA107 | 44050 ASHBURN SHOPPING PLAZA SUITE 195 | ASHBURN | Virginia | 20147 | 703-726-8740 | 703-726-8742 |
| 3421 | MURPHY | SUSAN | VA194 | 125 N MAIN ST #500 | BLACKSBURG | Virginia | 24060-3946 | 540-953-9000 | 540-953-0032 |
| 4902 | DESERIO | JOSEPHINE | TN199 | 4035 COLLEGE AVE #180 | Bluefield | Virginia | 24605 | 276-326-2116 | 276-326-1106 |
| 2989 | WILLIAMS | JASON | VA193 | 2711 BUFORD RD | Bon Air | Virginia | 23235 | 804-560-5560 | 804-560-9321 |
| 5505 | KELLAM | LORRAINE | VA107 | 42395 RYAN ROAD STE 112 | Brambleton | Virginia | 20148 | 703-957-4545 | 703-957-4547 |
| 5578 | Cooper II | Jimmy | TN199 | 3101 LEE HWY STE 18 | BRISTOL | Virginia | 24202 | 276-591-1066 | 276-591-1065 |
| 5742 | MONDAREZ | VIVIANNE | VA107 | 43300-116 SOUTHERN WALK PLAZA | Broadlands | Virginia | 20148 | 703-729-2215 | 703-729-4966 |
| 1691 | REAMY | JUDY | VA107 | 5765-F BURKE CENTRE PKWY | BURKE | Virginia | 22015-2233 | 703-425-0500 | 703-425-0501 |
| 3121 | SIKKA | ALKA | VA107 | 14001-C SAINT GERMAIN DR | CENTREVILLE | Virginia | 20121 | 703-968-8866 | 703-968-8877 |
| 6297 | BERENS | MICHAEL | VA107 | 14750 Conference Center Dr. | Chantilly | Virginia | 20151 | 703-818-0499 | 703-448-8332 |
| 584 | RENDLEMAN JR | JOHN | VA194 | 977 SEMINOLE TR | Charlottesville | Virginia | 22901-2824 | 434-973-6700 | 434-973-1330 |
| 3344 | DIGGS | STEPHEN | VA194 | 3445 SEMINOLE TRAIL (RTE 29 NORTH) | CHARLOTTESVI LLE | Virginia | 22911-7593 | 434-975-1100 | 434-975-1101 |
| 3905 | ESTEPA | HONORATO | VA193 | 109 G GAINSBOROUGH SQUARE | Chesapeake | Virginia | 23320 | 757-549-6622 | 757-549-6655 |
| 5326 | ESTEPA | HONORATO | VA193 | 732 EDEN WAY NORTH STE E | Chesapeake | Virginia | 23320 | 757-424-5326 | 757-424-0026 |
| 5522 | Hanckel | Allan | VA193 | 4240 PORTSMOUTH BLVD UNIT A | Chesapeake | Virginia | 23321 | 757-465-8160 | 757-465-8178 |
| 5791 | Sireci | James | VA193 | 1464 MT PLEASANT RD STE 16 | Chesapeake | Virginia | 23322 | 757-546-8771 | 757-546-8776 |
| 5827 | MIRANDA | MEGAN | VA193 | 237 HANBURY RD E STE 17 | Chesapeake | Virginia | 23322 | 757-546-9325 | 757-546-9327 |
| 3353 | WILLIAMS | JASON | VA193 | 12750 JEFFERSON DAVIS HWY | Chester | Virginia | 23831-5308 | 804-768-8012 | 804-768-8061 |
| 4697 | HENNESSEY | SCOTT | VA193 | 7305 HANCOCK VILLAGE DR | CHESTERFIELD | Virginia | 23832 | 804-739-9125 | 804-739-9126 |
| 5242 | HENNESSEY | SCOTT | VA193 | 6933 COMMONS PLAZA | Chesterfield | Virginia | 23832 | 804-751-0505 | 804-751-8600 |
| 6567 | Emadi | Ali | VA107 | 5746 Union Mill Rd | CLIFTON | Virginia | 20124-1088 | 703-830-4500 | 703-830-4550 |
| 6060 | URBINA | VICTOR | VA193 | 1050 TEMPLE AVE | COLONIAL HEIGHTS | Virginia | 23834 | 804-524-2424 | 804-524-0009 |
| 5850 | Lambdin | Anthony | VA194 | 15191 MONTANUS DR | CULPEPER | Virginia | 22701 | 540-829-7100 | 540-829-6950 |
| 4459 | EASTHAM | MICHAEL | VA194 | 44 KINGSTON DR | DALEVILLE | Virginia | 24083-2574 | 540-966-0220 | 540-966-0221 |
| 5555 | JIN | YOUNG | VA107 | 4222 FORTUNA CENTER PLAZA | DUMFRIES | Virginia | 22025 | 703-583-9404 | 703-583-9405 |
| 6039 | SADLER | ELLIOTT | VA194 | 916 W ATLANTIC ST STE D | Emporia | Virginia | 23847 | 434-348-3581 | 434-348-3578 |
| 654 | DOGU | ABRAHAM | VA107 | 10332 MAIN ST | FAIRFAX | Virginia | 22030 | 703-385-7581 | 703-385-7584 |
| 1697 | Gayed | Mervat | VA107 | 4094 MAJESTIC LN | FAIRFAX | Virginia | 22033 | 703-631-4280 | 703-631-4281 |
| 4985 | GLOWASKY | MELINDA | VA107 | 3057 NUTLEY STREET | FAIRFAX | Virginia | 22031 | 703-280-1500 | 703-280-9100 |
| 5916 | MAGLIOCCHE TI | LESLIE | VA107 | 12587 FAIR LAKES CIRCLE | FAIRFAX | Virginia | 22033 | 703-818-0977 | 703-818-0973 |
| 6272 | REAMY | JUDY | VA107 | 4441 GEORGE MASON BLVD | FAIRFAX | Virginia | 22030 | 703-865-5544 | 703-865-5542 |
| 3141 | HALBERT | BERTRAM | VA107 | 6312 SEVEN CORNERS CENTER | Falls Church | Virginia | 22044 | 703-533-9474 | 703-533-9473 |
| 3156 | Shafi | Tariq | VA107 | 8116 ARLINGTON BLVD | Falls Church | Virginia | 22042 | 703-846-9656 | 703-846-9658 |
| 4602 | DOGU | ABRAHAM | VA107 | 1069 W BROAD ST | Falls Church | Virginia | 22046 | 703-536-1000 | 703-536-9020 |
| 6274 | Jones | Rodger | VA107 | 8651 JOHN J. KINGMAN RD | Fort Belvoir | Virginia | 22060 | 703-781-0269 | 703-781-0238 |
| 6482 | Grzelkowski | Kathryn | VA193 | 1527 PATTON AVE | Fort Eustis | Virginia | 23604-1513 | 757-234-0204 | 757-234-0274 |
| 6249 | URBINA | VICTOR | VA193 | 300 A AVE. BLDG 1605 | FORT LEE | Virginia | 23801 | 804-733-2563 | 804-733-2565 |
| 5353 | HALL | GEORGE | VA194 | 43 TOWN AND COUNTRY DR STE 119 | FREDERICKSBU RG | Virginia | 22405 | 540-899-2260 | 540-899-2235 |
| 5686 | Perera | Janaka | VA194 | 754 WARRENTON RD STE 113 | FREDERICKSBU RG | Virginia | 22406 | 540-361-4955 | 540-361-4957 |
| 5687 | WONSIK | JOHN | VA194 | 10908 COURTHOUSE RD SUITE 102 | Fredericksburg | Virginia | 22408 | 540-891-7722 | 540-891-7733 |
| 6102 | HALL | GEORGE | VA194 | 2215 PLANK RD | FREDERICKSBU RG | Virginia | 22401 | 540-656-2677 | 540-656-2582 |
| 5000 | CHU | DAVID | VA107 | 7371 ATLAS WALK WAY | GAINESVILLE | Virginia | 20155 | 571-261-4980 | 571-261-4979 |
| 5146 | McCHESNEY | TONYA | TN199 | 974 E STUART AVE STE D | GALAX | Virginia | 24333 | 276-238-8555 | 276-238-8882 |
| 4452 | BURT | KATHY | VA193 | 9962 BROOK RD | GLEN ALLEN | Virginia | 23059 | 804-565-9565 | 804-565-9566 |
| 4812 | ADAMS | CHRISTOPHER | VA193 | 10286 STAPLES MILL RD | Glen Allen | Virginia | 23060 | 804-755-4877 | 804-755-2322 |
| 4820 | AMIN | PARIMAL | VA193 | 10307 WEST BROAD STREET | GLEN ALLEN | Virginia | 23060 | 804-968-5900 | 804-968-4411 |
| 6103 | ROWE | KEVIN | VA193 | 6699 FOX CENTRE PKWY | Gloucester | Virginia | 23061 | 804-824-9252 | 804-824-9296 |

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| 3461 | BROEKER SR | MICHAEL | VA193 | 26 TOWNE CENTRE WAY | HAMPTON | Virginia | 23666 | 757-838-9365 | 757-838-9714 |
| 4685 | FAW | RANDOLPH | VA194 | 12787 BOOKER T WASHINGTON HWY STE 104 | HARDY | Virginia | 24101 | 540-721-1001 | 540-721-2022 |
| 527 | MANSOUR | NEAMT | VA194 | 1866 E MARKET ST | Harrisonburg | Virginia | 22801-5102 | 540-433-6245 | 540-433-3643 |
| 6595 | Brown | Peter | VA194 | 1322 HILLSIDE AVE | HARRISONBURG | Virginia | 22801-2994 | 540-434-9400 | 540-434-1943 |
| 5549 | CROTEAU | MARYANN | VA107 | 5501 MERCHANTS VIEW SQUARE | Haymarket | Virginia | 20169 | 571-248-6448 | 571-248-6449 |
| 4304 | WILSON | ROBERT | VA107 | 2465 J-17 CENTREVILLE RD | HERNDON | Virginia | 20171 | 703-793-9504 | 703-793-9514 |
| 846 | DARTLEY | CHARLES | VA107 | 525-K E MARKET ST | LEESBURG | Virginia | 20176 | 703-771-4699 | 703-771-8413 |
| 4864 | LEE | SUK | VA107 | 673 POTOMAC STATION DR | LEESBURG | Virginia | 20176 | 703-669-0500 | 703-669-2515 |
| 6226 | MANSOUR | NEAMT | VA194 | 1223 N LEE HWY | Lexington | Virginia | 24450 | 540-464-6000 | 540-464-4640 |
| 5690 | SHRESTHA | KIRAN | VA107 | 9435 LORTON MARKET ST | Lorton | Virginia | 22079 | 703-372-2950 | 703-372-2952 |
| 2499 | HAMMERSLEY JR | JAMES | VA194 | 21430 TIMBERLAKE RD | Lynchburg | Virginia | 24502-3350 | 434-237-2300 | 434-237-0900 |
| 3122 | HAMMERSLEY JR | JAMES | VA194 | 4026 WARDS RD UNIT G1 (WARDS CROSSING) | Lynchburg | Virginia | 24502 | 434-237-1335 | 434-237-1333 |
| 4735 | HAMMERSLEY JR | JAMES | VA194 | 4925 BOONSBORO RD | Lynchburg | Virginia | 24503 | 434-384-3933 | 434-384-0475 |
| 1717 | NEWLAND | W | VA107 | 8665 SUDLEY RD | Manassas | Virginia | 20110-4588 | 703-330-2951 | 703-330-2956 |
| 4988 | JANG | SIWOO | VA107 | 9532 LIBERIA AVE | Manassas | Virginia | 20110 | 703-367-8955 | 703-367-8957 |
| 45 | BERENS | MICHAEL | VA107 | 1350 BEVERLY RD STE 115 | MCLEAN | Virginia | 22101 | 703-448-8044 | 703-448-8332 |
| 6306 | WILSON | ROBERT | VA107 | 8300 Greensboro Dr STE L1 | MCLEAN | Virginia | 22102 | 703-992-9020 | 703-992-9426 |
| 4572 | MOOREY | SANDRA | VA193 | 8005-C CREIGHTON PKWY | Mechanicsville | Virginia | 23111 | 804-746-3007 | 804-746-1889 |
| 1014 | WILLIAMS | JASON | VA193 | 14241 MIDLOTHIAN TURNPIKE | Midlothian | Virginia | 23113-6500 | 804-379-7608 | 804-379-7611 |
| 3440 | WILLIAMS | JASON | VA193 | 12220 CHATTANOOGA PLAZA | MIDLOTHIAN | Virginia | 23112-1412 | 804-745-8870 | 804-745-8639 |
| 2427 | IACCARINO | MARIO | VA193 | 11712 JEFFERSON AVE STE C | NEWPORT NEWS | Virginia | 23606-4406 | 757-873-0384 | 757-873-0352 |
| 4644 | GONZALES | ARMI | VA193 | 520 W 21ST ST #G-2 | Norfolk | Virginia | 23517 | 757-626-1766 | 757-626-1768 |
| 5125 | PATEL | KIRAN | VA193 | 1215 N. MILITARY HWY | NORFOLK | Virginia | 23502 | 757-466-8666 | 757-466-7676 |
| 5919 | JAMES | GLENN | VA193 | 7870 TIDEWATER DR STE 206 | Norfolk | Virginia | 23505 | 757-587-8771 | 757-587-7329 |
| 6354 | HENNESSEY | SCOTT | VA193 | 11533 BUSY ST | NORTH CHESTERFIELD | Virginia | 23236 | 804-464-1116 | 804-464-1129 |
| 5623 | ZEIN | HALA | VA107 | 2961-A HUNTER MILL RD | Oakton | Virginia | 22124 | 703-281-1816 | 703-242-0497 |
| 5226 | ESPINOSA | JOHN | VA193 | 4006 VICTORY BLVD STE J | Portsmouth | Virginia | 23701 | 757-405-3570 | 757-405-3270 |
| 316 | WILSON | ROBERT | VA107 | 11654 PLAZA AMERICA DR | Reston | Virginia | 20190-4700 | 703-437-9300 | 703-437-3454 |
| 4188 | BERENS | HAROLD | VA107 | 11160-C1 SOUTH LAKES DR | Reston | Virginia | 20191 | 703-476-9200 | 703-476-4769 |
| 710 | WILLIAMS | JASON | VA193 | 9702 GAYTON RD | RICHMOND | Virginia | 23238-4907 | 804-740-2986 | 804-741-7518 |
| 1156 | TOSH | EDWARD | VA193 | 7330 STAPLES MILL RD | RICHMOND | Virginia | 23228 | 804-266-3477 | 804-266-0203 |
| 3006 | TOSH | EDWARD | VA193 | 3420 PUMP RD | RICHMOND | Virginia | 23233 | 804-360-0189 | 804-360-1593 |
| 3557 | MICHEL | SETA | VA193 | 3126 W CARY STREET | RICHMOND | Virginia | 23221-3504 | 804-254-2902 | 804-254-2905 |
| 6348 | HENNESSEY | SCOTT | VA193 | 5806 Grove Ave | RICHMOND | Virginia | 23226 | 804-673-1781 | 804-673-1731 |
| 1263 | FAW | RANDOLPH | VA194 | 2018 ELECTRIC RD | Roanoke | Virginia | 24018-1938 | 540-772-7300 | 540-772-4488 |
| 2942 | PATEL | YATIN | VA194 | 3735 FRANKLIN RD SW | Roanoke | Virginia | 24014-2260 | 540-344-8881 | 540-344-0012 |
| 6358 | Gonzalez | Shawn | VA193 | 18039 Jefferson Davis HWY | RUTHER GLEN | Virginia | 22546 | 804-448-2690 | 804-448-2653 |
| 2167 | WHITE | STEVE | VA194 | 1329 W MAIN ST | Salem | Virginia | 24153 | 540-387-0077 | 540-387-3318 |
| 5949 | KINCAID | STEVE | VA193 | 1807 S CHURCH ST STE 108 | Smithfield | Virginia | 23430 | 757-356-1000 | 757-356-0200 |
| 5431 | KELLAM | LORRAINE | VA107 | 25050 RIDING PLAZA STE 130 | South Riding | Virginia | 20152 | 703-957-4023 | 703-957-4025 |
| 4608 | BHATIA | KIRTI | VA107 | 6412 BRANDON AVE | SPRINGFIELD | Virginia | 22150 | 703-569-8802 | 703-569-8805 |
| 6295 | Kang | Young | VA194 | 11 HOPE RD STE 111 | STAFFORD | Virginia | 22554 | 540-659-8850 | 540-659-3737 |
| 220 | MANSOUR | NEAMT | VA194 | 644 GREENVILLE AVE | STAUNTON | Virginia | 24401 | 540-885-6245 | 540-885-2227 |
| 5205 | DOGU | ABRAHAM | VA107 | 21800 TOWNCENTER PLAZA STE 266A | STERLING | Virginia | 20164 | 703-433-1693 | 703-433-1694 |
| 5805 | LEINWAND | BETTY | VA193 | 3575 BRIDGE RD STE 8 | Suffolk | Virginia | 23435 | 757-686-1105 | 757-686-1107 |
| 5885 | Davenport | Tracy | VA193 | 1024 CENTERBROOKE LN STE F | SUFFOLK | Virginia | 23434-8394 | 757-539-0034 | 757-539-8181 |
| 518 | Vahedi Bodala | Seyed Mojtaba | VA107 | 344 MAPLE AVE W | VIENNA | Virginia | 22180-5612 | 703-255-3600 | 703-255-3602 |
| 1078 | GONZALES | JOSELITO | VA193 | 1385 FORDHAM DR STE 105 | VIRGINIA BEACH | Virginia | 23464 | 757-479-4634 | 757-479-4685 |

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| 2334 | Bareswill | John | VA193 | 4876 PRINCESS ANNE RD STE 118 | VIRGINIA BEACH | Virginia | 23462-4423 | 757-497-2028 | 757-497-2120 |
| 2788 | DAROY | FRANCISCO | VA193 | 1340 N GREAT NECK RD STE 1272 | VIRGINIA BEACH | Virginia | 23454 | 757-496-9584 | 757-496-9640 |
| 4504 | PATEL | KIRAN | VA193 | 4001-117 VIRGINIA BEACH BLVD | VIRGINIA BEACH | Virginia | 23452 | 757-963-2741 | 757-963-2624 |
| 4809 | Davenport | Tracy | VA193 | 2133 UPTON DR STE 126 | VIRGINIA BEACH | Virginia | 23454 | 757-430-7881 | 757-430-7883 |
| 5173 | PATEL | NITIN | VA193 | 2085 LYNNHAVEN PKWY STE 106 | VIRGINIA BEACH | Virginia | 23456 | 757-471-6471 | 757-471-6493 |
| 5180 | KNAPP | BRENDA | VA193 | 576 N BIRDNECK RD | Virginia Beach | Virginia | 23451 | 757-282-6233 | 757-282-6240 |
| 5507 | MABANGLO | NORA | VA193 | 869 LYNNHAVEN PKWY STE 113 | VIRGINIA BEACH | Virginia | 23452 | 757-306-1877 | 757-306-5952 |
| 5660 | MABANGLO | BERNABE | VA193 | 1083 INDEPENDENCE BLVD | VIRGINIA BEACH | Virginia | 23455 | 757-460-7460 | 757-460-7463 |
| 5721 | PASCUAL | IAN | VA193 | 4701 SHORE DRIVE STE 103 | VIRGINIA BEACH | Virginia | 23455 | 757-460-2753 | 757-460-2781 |
| 5761 | Turner | Kimberly | VA193 | 2476 NIMMO PKWY STE 115 | VIRGINIA BEACH | Virginia | 23456 | 757-430-6300 | 757-430-6222 |
| 6028 | SIMONS | PAMELA | VA194 | 332 W LEE HWY | WARRENTON | Virginia | 20186 | 540-349-8333 | 540-349-4388 |
| 3827 | DUNCAN | GARY | VA194 | 105-A LEW DEWITT BLVD | WAYNESBORO | Virginia | 22980 | 540-932-1000 | 540-943-4416 |
| 645 | ROWE | KEVIN | VA193 | 1490-5A QUARTERPATH RD | WILLIAMSBURG | Virginia | 23185 | 757-221-0113 | 757-229-9396 |
| 5779 | KLINEDINST | GINA | VA193 | 800 E ROCHAMBEAU DR STE F | WILLIAMSBURG | Virginia | 23188 | 757-564-5802 | 757-564-5804 |
| 735 | COVERSTONE | ANN | VA194 | 4 WEEMS LANE | Winchester | Virginia | 22601-3615 | 540-662-3339 | 540-722-3024 |
| 4363 | RANALLI | JOHN | VA107 | 4196 MERCHANTS PLAZA | Woodbridge | Virginia | 22192 | 703-878-7890 | 703-878-7840 |
| 5065 | ROOP | KENNETH | TN199 | 175 W MONROE ST | Wytheville | Virginia | 24382 | 276-228-8777 | 276-228-9777 |
| 2442 | KLINEDINST | GINA | VA193 | 5007 C VICTORY BLVD | YORKTOWN | Virginia | 23693 | 757-877-7957 | 757-877-7962 |
| 4442 | Halim | Patrick | WA123 | 1402 LAKE TAPPS PKWY E STE F104 | AUBURN | Washington | 98092-8157 | 253-333-0908 | 253-333-0996 |
| 5829 | KALRA | HARSH | WA123 | 1245 AUBURN WAY N | AUBURN | Washington | 98002 | 253-833-4000 | 253-833-4877 |
| 1265 | KHANAL | PRATIGYA | WA225 | 321 HIGH SCHOOL RD NE STE D3 | Bainbridge Island | Washington | 98110-1697 | 206-842-5501 | 206-842-0296 |
| 3703 | KAZANGIAN | SHARON | OR128 | 2210 W MAIN ST STE 107 | BATTLE GROUND | Washington | 98604 | 360-687-2961 | 360-687-2966 |
| 501 | HONG | CHANG | WA123 | 12819 SE 38TH ST | BELLEVUE | Washington | 98006 | 425-562-0311 | 425-562-6673 |
| 1181 | WON | HOON | WA123 | 14150 NE 20TH ST STE F1 | Bellevue | Washington | 98007-3700 | 425-643-3630 | 425-643-3844 |
| 1477 | HOAGLAND | ROBERT | WA123 | 227 BELLEVUE WAY NE | Bellevue | Washington | 98004-5721 | 425-462-7162 | 425-462-7178 |
| 3704 | Siu | Lawrence | WA123 | 4957 LAKEMONT BLVD SE STE C-4 | BELLEVUE | Washington | 98006 | 425-747-3313 | 425-747-3321 |
| 4156 | HOAGLAND | ROBERT | WA123 | 15600 NE 8TH STREET STE B1 | Bellevue | Washington | 98008 | 425-746-6880 | 425-746-4655 |
| 2472 | GROENIG | GLEN | WA129 | 4152 MERIDIAN ST #105 | BELLINGHAM | Washington | 98226-6475 | 360-738-7001 | 360-738-7122 |
| 5075 | GROENIG | GLEN | WA129 | 336 36TH ST | BELLINGHAM | Washington | 98225 | 360-650-1377 | 360-650-1378 |
| 4508 | KIM | SAYMOR | WA123 | 2020 MALTBY RD STE 7 | Bothell | Washington | 98021 | 425-482-0720 | 425-482-0750 |
| 2726 | KIM | SUNUK | WA123 | 126 SW 148TH ST STE C100 | Burien | Washington | 98166 | 206-243-2989 | 206-243-3125 |
| 5499 | GROENIG | GLEN | WA129 | 1777 S BURLINGTON BLVD | BURLINGTON | Washington | 98233 | 360-707-5631 | 360-707-5632 |
| 4547 | LAMBERTS | ROSS | OR128 | 19215 SE 34TH ST #106 | Camas | Washington | 98607 | 360-885-3061 | 360-885-3063 |
| 4352 | WEIMER | SUSAN | WA217 | 1250 N HWY | COLVILLE | Washington | 99114 | 509-684-3340 | 509-684-3446 |
| 6080 | Khanal | Pallavi | WA123 | 27177 185TH AVE STE 111 | COVINGTON | Washington | 98042 | 253-630-9990 | 253-630-9992 |
| 1712 | SUTTON | WILLIAM | WA217 | 630 VALLEY MALL PKWY | East Wenatchee | Washington | 98802 | 509-884-5800 | 509-884-9504 |
| 1476 | CHONG | TAE | WA129 | 23632 HWY 99 STE F | Edmonds | Washington | 98026 | 425-775-2211 | 425-775-2940 |
| 6392 | CLARK | THOMAS | WA129 | 10016 Edmonds WY STE C | EDMONDS | Washington | 98020 | 425-640-2855 | 425-640-2853 |
| 2112 | Ewing | Diane | WA217 | 110 W 6TH AVE | Ellensburg | Washington | 98926 | 509-962-3810 | 509-962-3508 |
| 235 | AHN | SEONG | WA129 | 10121 EVERGREEN WY #25 | Everett | Washington | 98204-3878 | 425-353-9144 | 425-347-4877 |
| 2912 | KIM | SANGBAEG | WA129 | 5129 EVERGREEN WAY SUITE D | Everett | Washington | 98203 | 425-259-2332 | 425-259-3363 |
| 174 | REETZ | DOUG | WA123 | 1911 SW CAMPUS DR | Federal Way | Washington | 98023 | 253-874-6583 | 253-874-0873 |
| 5245 | GASPAR | CARLOS | WA123 | 31811 PACIFIC HWY S STE B | Federal Way | Washington | 98003 | 253-529-4095 | 253-529-4097 |
| 485 | ENDRES | KATHLEEN | WA125 | 4810 PT FOSDICK DR NW | GIG HARBOR | Washington | 98335-1733 | 253-851-5104 | 253-851-2241 |
| 2471 | LEE | HYUNG | WA123 | 700 NW GILMAN BLVD STE E103 | Issaquah | Washington | 98027-5341 | 425-557-0777 | 425-557-4648 |
| 3019 | PORDEL | PERRY | WA123 | 4580 KLAHANIE DR SE | Issaquah | Washington | 98029 | 425-391-9323 | 425-391-9693 |
| 6405 | Siu | Lawrence | WA123 | 1567 HIGHLANDS DR NE STE 110 | Issaquah | Washington | 98029 | 425-369-3050 | 425-369-3051 |

| Center | Owner Last Name | Owner First Name | Area | Address | City | State | Zip | Phone | Fax |
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| 1933 | PATEL | AMIT | WA123 | 6830 NE BOTHELL WY STE C | Kenmore | Washington | 98028-3546 | 425-489-2808 | 425-489-2809 |
| 1940 | WOOD | STEPHEN | WA217 | 2839 W KENNEWICK AVE | Kennewick | Washington | 99336 | 509-735-7085 | 509-735-2410 |
| 5224 | HUSAIN | SYED | WA217 | 6855 W CLEARWATER AVE STE A101 | Kennewick | Washington | 99336 | 509-735-7136 | 509-783-9128 |
| 5727 | NIELSEN | RYAN | WA217 | 8524 W GAGE BLVD STE A-1 | Kennewick | Washington | 99336 | 509-783-5900 | 509-783-5911 |
| 1289 | LIM | PERRY | WA123 | 325 S WASHINGTON AVE | Kent | Washington | 98032-5706 | 253-854-7377 | 253-854-5401 |
| 2728 | LIM | PERRY | WA123 | 12932 SE KENT-KANGLEY RD | Kent | Washington | 98030 | 253-639-4909 | 253-639-4983 |
| 158 | LEATY | ANN | WA123 | 11410 NE 124TH ST | Kirkland | Washington | 98034 | 425-823-3198 | 425-821-7726 |
| 1576 | VAIPHEI | NAIR | WA123 | 218 MAIN ST | Kirkland | Washington | 98033-6108 | 425-889-8900 | 425-889-1423 |
| 5365 | PATEL | AMIT | WA123 | 6513 132ND AVE NE | KIRKLAND | Washington | 98033 | 425-869-7130 | 425-869-7141 |
| 5544 | KHANAL | PRATIGYA | WA125 | 1420 MARVIN RD NE STE C | LACEY | Washington | 98516 | 360-459-8833 | 360-459-8170 |
| 4866 | MORINE | GLORIANA | WA125 | 10011 BRIDGEPORT WAY SW STE 1500 | LAKEWOOD | Washington | 98499 | 253-983-0454 | 253-983-1182 |
| 3037 | WILKE | CHARLES | WA217 | 1324 N LIBERTY LAKE RD | Liberty Lake | Washington | 99019 | 509-927-7878 | 509-927-7861 |
| 3052 | WILLIAMS | BRENDA | OR128 | 1105 D 15TH AVE | LONGVIEW | Washington | 98632 | 360-577-1933 | 360-577-2637 |
| 4658 | NORDQUIST | CLARE | WA129 | 19410 HWY 99 STE A | Lynnwood | Washington | 98036 | 425-967-3967 | 425-835-0914 |
| 6453 | BAJAJ | DISHA | WA129 | 12918 Mukilteo Speedway STE C-23 | Lynnwood | Washington | 98087 | 425-265-0102 | 425-265-0121 |
| 3987 | Khanal | Pallavi | WA123 | 26828 MAPLE VALLEY HWY | Maple Valley | Washington | 98038 | 425-433-1440 | 425-433-1443 |
| 1081 | LOOMBA | SADHANA | WA123 | 7683 SE 27TH ST | Mercer Island | Washington | 98040-2804 | 206-232-3053 | 206-232-2904 |
| 2355 | LEATY | ANN | WA129 | 914 164TH ST SE SUITE B12 | MILL CREEK | Washington | 98012-6339 | 425-787-5100 | 425-787-1919 |
| 2904 | Patel | Birju | WA129 | 14751 N KELSEY ST STE 105 | MONROE | Washington | 98272 | 360-805-0764 | 360-805-0235 |
| 2469 | CHANDLER | GARY | WA217 | 601 S PIONEER WAY STE F | Moses Lake | Washington | 98837-1837 | 509-766-1410 | 509-766-0477 |
| 940 | BARNG | SANG | WA123 | 6947 COAL CREEK PKWY SE | Newcastle | Washington | 98059 | 425-641-6245 | 425-641-9223 |
| 2485 | MORINE | GLORIANA | WA123 | 17837 1ST AVE S | Normandy Park | Washington | 98148-1729 | 206-243-9843 | 206-243-9866 |
| 1902 | BUNG | MISUN | WA225 | 1001 COOPER PT RD SW #140 | OLYMPIA | Washington | 98502-1107 | 360-705-2636 | 360-705-2735 |
| 6308 | Leman | Jonathan | WA217 | 5426 N RD 68 STE D | Pasco | Washington | 99301 | 509-547-2624 | 509-547-2636 |
| 2889 | Hollenback | Lisa | WA225 | 136 E 8TH ST | Port Angeles | Washington | 98362 | 360-452-6602 | 360-452-6399 |
| 2052 | PATHAK | SUNIL | WA225 | 3377 BETHEL RD SE STE 107 | Port Orchard | Washington | 98366-5608 | 360-895-3290 | 360-895-3282 |
| 2441 | GREEN | DAVID | WA225 | 2023 E SIMS WAY | Port Townsend | Washington | 98368-6905 | 360-385-7447 | 360-385-3058 |
| 3442 | KHANAL | PRATIGYA | WA225 | 19689 7TH AVE NE | Poulsbo | Washington | 98370 | 360-697-9044 | 360-697-9075 |
| 352 | REETZ | DOUG | WA125 | 4227 S MERIDIAN STE C | Puyallup | Washington | 98373-5959 | 253-840-0807 | 253-840-0645 |
| 6202 | KILPATRICK | CARL | WA125 | 1002 N MERIDIAN STE 100 | Puyallup | Washington | 98371 | 253-845-8400 | 253-840-8047 |
| 2022 | JONES | GLENN | WA123 | 16625 REDMOND WAY STE M | Redmond | Washington | 98052 | 425-869-7447 | 425-867-0737 |
| 5427 | GRAHAM | JACK | WA123 | 23515 NE NOVELTY HILL RD STE B221 | Redmond | Washington | 98053 | 425-836-7755 | 425-836-1031 |
| 4532 | SOHAL | BALJIT | WA123 | 4004 NE 4TH ST #107 | Renton | Washington | 98056 | 425-271-8400 | 425-271-0877 |
| 4579 | VUONG | TI | WA123 | 14201 SE PETROVITSKY RD A-3 | Renton | Washington | 98058 | 425-226-3755 | 425-226-3758 |
| 5264 | VUONG | TI | WA123 | 17701 108TH AVE SE | Renton | Washington | 98055 | 425-282-0900 | 425-282-0902 |
| 6046 | SOHAL | BALJIT | WA123 | 720 N 10TH ST STE A | Renton | Washington | 98057-5525 | 425-235-7447 | 425-235-7449 |
| 4420 | WOOD | STEPHEN | WA217 | 1761 GEORGE WASHINGTON WAY | Richland | Washington | 99354 | 509-946-9466 | 509-946-9488 |
| 6563 | Gimera | Michael | WA217 | 3015 Duportail St. | RICHLAND | Washington | 99352-6101 | 509-627-1877 | 509-627-3238 |
| 402 | BAE | NAM | WA123 | 800 FIFTH AVE STE 101 | SEATTLE | Washington | 98104-3102 | 206-382-9177 | 206-382-9169 |
| 1277 | APPEL | JOHN | WA123 | 10002 AURORA AVE NORTH STE 36 | SEATTLE | Washington | 98133 | 206-527-5065 | 206-527-0907 |
| 2356 | SY | JIMMY | WA123 | 4742 42ND AVE SW | Seattle | Washington | 98116-4553 | 206-933-8038 | 206-933-8075 |
| 2679 | BROWN | JAMES | WA123 | 1425 BROADWAY | SEATTLE | Washington | 98122-3854 | 206-324-5600 | 206-324-5565 |
| 3507 | SY | JIMMY | WA123 | 4616 25TH AVE NE | SEATTLE | Washington | 98105 | 206-524-2558 | 206-524-5788 |
| 4335 | HAN | KYUNG | WA123 | 3518 FREMONT AVE N | SEATTLE | Washington | 98103 | 206-547-4410 | 206-547-4420 |
| 4387 | SOHAL | BALJIT | WA123 | 24 ROY ST | SEATTLE | Washington | 98109 | 206-282-2888 | 206-282-2662 |
| 4869 | BAJAJ | DISHA | WA123 | 815 1ST AVE | SEATTLE | Washington | 98104 | 206-624-3313 | 206-624-3883 |
| 4884 | BHATT | NARESH | WA123 | 1700 7TH AVE STE 116 | Seattle | Washington | 98101 | 206-624-1550 | 206-624-1998 |
| 4935 | LEE | HYUNG | WA123 | 2311 N 45TH ST | SEATTLE | Washington | 98103 | 206-522-1970 | 206-522-1971 |
| 4967 | BHATT | NARESH | WA123 | 505 BROADWAY E | SEATTLE | Washington | 98102-5010 | 206-860-0818 | 206-860-0820 |

| Center | Owner Last Name | Owner First Name | Area | Address | City | State | Zip | Phone | Fax |
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| 5256 | SOHAL | BALJIT | WA123 | 1037 NE 65TH ST | SEATTLE | Washington | 98115 | 206-528-7447 | 206-524-1700 |
| 5749 | TSEBA | ABIY | WA123 | 3815 S OTHELLO ST STE 100 | SEATTLE | Washington | 98118 | 206-721-1262 | 206-721-1406 |
| 6129 | DABESTANI | MITRA | WA123 | 1416 NW 46TH ST STE 105 | SEATTLE | Washington | 98107 | 206-784-5514 | 206-784-5614 |
| 6601 | BHATT | NARESH | WA123 | 411 UNIVERSITY ST | SEATTLE | Washington | 98101 | 206-623-3658 | 206-623-1798 |
| 5637 | Hollenback | Lisa | WA225 | 1400 W WASHINGTON ST STE 104 | SEQUIM | Washington | 98382-7242 | 360-582-9534 | 360-683-2894 |
| 3898 | KADHARMEST AN | JOLIE | WA129 | 20126 BALLINGER WAY NE | Shoreline | Washington | 98155 | 206-367-6400 | 206-306-9600 |
| 2154 | KHANAL | PRATIGYA | WA225 | 2916 NW BUCKLIN HILL RD | Silverdale | Washington | 98383 | 360-613-0759 | 360-613-0785 |
| 1877 | ADE SR | TIMOTHY | WA129 | 1429 AVENUE D | Snohomish | Washington | 98290-1742 | 360-568-4364 | 360-563-2469 |
| 4274 | HALE | CRAIG | WA123 | 7829 CENTER BLVD SE | Snoqualmie | Washington | 98065 | 425-396-4478 | 425-396-5411 |
| 957 | Baker | Allen | WA217 | 12402 N DIVISION ST | SPOKANE | Washington | 99218 | 509-467-4451 | 509-466-1421 |
| 1296 | DOMRESE | LARRY | WA217 | 2525 EAST 29TH AVE STE 10B | Spokane | Washington | 99223 | 509-536-4146 | 509-534-7784 |
| 2161 | DOMRESE | LARRY | WA217 | 1314 SOUTH GRAND BLVD #2 | Spokane | Washington | 99202-1174 | 509-747-2922 | 509-747-4224 |
| 2405 | COCKS | MELISSA | WA217 | 1818 WEST FRANCIS AVE | SPOKANE | Washington | 99205-6834 | 509-327-9772 | 509-327-9129 |
| 3832 | DOMRESE | LARRY | WA217 | 2910 EAST 57TH AVE STE 5 | Spokane | Washington | 99223 | 509-448-6368 | 509-448-1489 |
| 4816 | COCKS | MELISSA | WA217 | 7115 N DIVISION ST | SPOKANE | Washington | 99208 | 509-466-4664 | 509-466-4999 |
| 1770 | GUILLAUME | NORMA | WA217 | 1521 N ARGONNE RD STE C | Spokane Valley | Washington | 99212 | 509-924-8058 | 509-924-8418 |
| 6599 | WILKE | CHARLES | WA217 | 506 N SULLIVAN RD STE F | Spokane Valley | Washington | 99037-8543 | 509-242-3086 | 509-443-4039 |
| 4798 | RUSSELL | JOHN | WA129 | 26910 92ND AVE NW STE C5 | STANWOOD | Washington | 98292 | 360-629-8100 | 360-629-8105 |
| 1435 | ENDRES | KATHLEEN | WA125 | 2602A S 38TH ST | TACOMA | Washington | 98408 | 253-473-1361 | 253-473-1362 |
| 2374 | SONG | SUK | WA125 | 2522 N PROCTOR | TACOMA | Washington | 98406-5338 | 253-756-6650 | 253-756-6670 |
| 4863 | Halim | Wirajaya | WA125 | 2661 N PEARL ST | TACOMA | Washington | 98407-2424 | 253-761-0790 | 253-761-9054 |
| 5819 | BERRY | CHARLES | WA123 | 100 ANDOVER PARK W STE 150 | Tukwila | Washington | 98188 | 206-246-0464 | 206-246-0974 |
| 4334 | Latousek | James | WA129 | 8825 34TH AVE NE STE L | Tulalip | Washington | 98271 | 360-657-5500 | 360-657-5547 |
| 2149 | KIM | OK | WA125 | 3800A BRIDGEPORT WAY W | University Place | Washington | 98466 | 253-566-3143 | 253-566-3255 |
| 2612 | KAZANGIAN | MICHAEL | OR128 | 6715 NE 63RD STE 103 | Vancouver | Washington | 98661 | 360-694-2835 | 360-694-2839 |
| 5799 | SLADE | TERRY | OR128 | 13504 NE 84TH ST STE 103 | Vancouver | Washington | 98682-3091 | 360-882-4877 | 360-882-4899 |
| 6550 | Daisy | Brian | OR128 | 305 SE Chkalov Dr Ste 111 | Vancouver | Washington | 98683 | 360-314-4300 | 360-314-6935 |
| 4903 | HENSON | CORY | WA217 | 307 S 9TH AVE | WALLA WALLA | Washington | 99362 | 509-529-5677 | 509-529-4657 |
| 5948 | LAMBERTS | ROSS | OR128 | 3307 EVERGREEN WAY STE 707 | WASHOUGAL | Washington | 98671 | 360-335-1396 | 360-335-1632 |
| 2369 | SUTTON | WILLIAM | WA217 | 1250 N WENATCHEE AVE STE H | Wenatchee | Washington | 98801-1599 | 509-663-4780 | 509-663-4574 |
| 191 | ANDERSON | ALAN | WA123 | 14241 NE WOODINVILLE-DUVALL RD | WOODINVILLE | Washington | 98072 | 425-486-6245 | 425-481-8179 |
| 4105 | PATEL | KANTIBHAI | WA225 | 1201 E YELM AVE STE 400 | Yelm | Washington | 98597 | 360-400-6245 | 360-400-1222 |
| 2913 | ADKINS | JOHN | WV236 | 1038 NORTH EISENHOWER DR | Beckley | West Virginia | 25801-3116 | 304-252-0111 | 304-252-6132 |
| 5077 | YOUNG | DANNY | WV236 | 3501 MACCORKLE AVE SE | Charleston | West Virginia | 25304 | 304-720-8777 | 304-720-8779 |
| 3486 | KUCISH | DELAINA | WV236 | 726 EAST PARK AVE | FAIRMONT | West Virginia | 26554-2714 | 304-368-0001 | 304-368-1929 |
| 1675 | LAMBERTUS II | FRANK | WV236 | 729 9TH AVE | Huntington | West Virginia | 25701-2718 | 304-529-1776 | 304-529-1888 |
| 6087 | Sword | Michelle | WV236 | 331 GEORGE KOSTAS DR | LOGAN | West Virginia | 25601 | 304-752-5324 | 304-752-5326 |
| 2468 | LAND | HUEY | WV236 | 484 WILLIAMSPORT PIKE | Martinsburg | West Virginia | 25404 | 304-264-4999 | 304-264-4904 |
| 1421 | YOST | MARK | WV236 | 364 PATTESON DR | MORGANTOWN | West Virginia | 26505 | 304-599-0001 | 304-599-9052 |
| 5832 | CHEN | SIMON | WV236 | 217 OAK LEE DR STE 10 | Ranson | West Virginia | 25438 | 304-724-2006 | 304-724-5329 |
| 2970 | KUCISH | DELAINA | WV236 | 5312 MACCORKLE AVE SW | South Charleston | West Virginia | 25309-1012 | 304-768-8787 | 304-768-8587 |
| 4843 | MEDOVIC (Deceased) | WILLIAM | WV236 | 47 WASHINGTON AVE | WHEELING | West Virginia | 26003 | 304-242-9299 | 304-242-9294 |
| 1431 | TAGHIKHANI | MAJID | WI216 | 17145 J W BLUEMOUND RD | Brookfield | Wisconsin | 53005 | 262-821-1150 | 262-821-1414 |
| 2832 | JUNGEN | KRISTIAN | WI216 | 12605 W NORTH AVE | BROOKFIELD | Wisconsin | 53005-4629 | 262-797-0808 | 262-797-8088 |
| 4310 | DIXON | BONNIE | WI216 | 3815 N BROOKFIELD RD STE 104 | BROOKFIELD | Wisconsin | 53045 | 262-790-1515 | 262-790-1815 |
| 5181 | DIXON | BONNIE | WI216 | 3215 GOLF RD | DELAFIELD | Wisconsin | 53018 | 262-646-5488 | 262-646-5272 |
| 5076 | KENNER | KRISTINE | WI239 | 923 S Hastings Way | EAU CLAIRE | Wisconsin | 54701 | 715-552-1100 | 715-552-1102 |
| 2831 | HOLLMAN | JAMES | WI239 | 2935 S FISH HATCHERY RD #3 | Fitchburg | Wisconsin | 53711 | 608-288-0957 | 608-288-0960 |
| 2671 | OLLERMAN | LINDA | WI216 | 114 S MAIN ST | Fond Du Lac | Wisconsin | 54935-4229 | 920-921-7599 | 920-921-5922 |

| Center | Owner Last Name | Owner First Name | Area | Address | City | State | Zip | Phone | Fax |
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| 2221 | RACHWAL | RANDY | WI216 | 7245 S 76TH ST | FRANKLIN | Wisconsin | 53132 | 414-529-7870 | 414-529-7422 |
| 5233 | JUNGEN | KRISTIAN | WI216 | N112 W16298 MEQUON RD | GERMANTOWN | Wisconsin | 53022 | 262-345-0943 | 262-345-0948 |
| 5908 | HADLER | JOHN | WI216 | 1369 PORT WASHINGTON RD | GRAFTON | Wisconsin | 53024 | 262-375-9900 | 262-375-9905 |
| 1418 | MERKATORIS | SUSAN | WI216 | 101 S MILITARY AVE | Green Bay | Wisconsin | 54303-2409 | 920-498-1991 | 920-498-0272 |
| 4170 | MERKATORIS | SUSAN | WI216 | 2221 S WEBSTER AVE | Green Bay | Wisconsin | 54301 | 920-884-6681 | 920-884-6684 |
| 4713 | Hasler | Judy | WI216 | 5300 S 108TH ST | HALES CORNERS | Wisconsin | 53130-1911 | 414-858-9099 | 414-858-9097 |
| 5335 | SNYDER | ALVIN | WI239 | 808 CARMICHAEL RD | Hudson | Wisconsin | 54016 | 715-386-2222 | 715-386-2121 |
| 3628 | MOXLEY | BRADFORD | WI239 | 2811 MILTON AVE | Janesville | Wisconsin | 53545-0252 | 608-757-0409 | 608-757-0438 |
| 3860 | RODDEN | JAMES | WI216 | 7528 PERSHING BLVD STE B | KENOSHA | Wisconsin | 53142 | 262-697-4310 | 262-697-4313 |
| 3838 | Seymour | Sharon | WI239 | 317 S 4TH STREET | LA CROSSE | Wisconsin | 54601 | 608-782-6966 | 608-784-2402 |
| 704 | DRYBURGH | JOHN | WI239 | 6666 ODANA RD | MADISON | Wisconsin | 53719-1012 | 608-833-7447 | 608-833-8433 |
| 1695 | DIXON | MARGO | WI239 | 4230 EAST TOWNE BLVD | Madison | Wisconsin | 53704-3704 | 608-244-2208 | 608-244-2284 |
| 3391 | ZIMMERMAN | MARK | WI239 | 1360 REGENT ST | MADISON | Wisconsin | 53715-1255 | 608-255-3391 | 608-255-4194 |
| 3613 | DIXON | MARGO | WI239 | 1213 N SHERMAN AVE | MADISON | Wisconsin | 53704-4236 | 608-663-9090 | 608-663-9091 |
| 6578 | Farha | Cheri | WI239 | 2858 University Ave. | MADISON | Wisconsin | 53705 | 608-819-8415 | 608-819-8416 |
| 1893 | WALCZAK | RICHARD | WI216 | N78 W14573 APPLETON AVE | Menomonee Falls | Wisconsin | 53051-4382 | 262-251-1551 | 262-251-1335 |
| 2436 | Scandrett | Sandra | WI216 | 10936 N PORT WASHINGTON RD | Mequon | Wisconsin | 53092-5031 | 262-241-5922 | 262-241-5923 |
| 1963 | Farha | Cheri | WI239 | 6907 UNIVERSITY AVE | MIDDLETON | Wisconsin | 53562-2767 | 608-831-4090 | 608-831-4190 |
| 950 | COOK | SARAH | WI216 | 3900 W BROWN DEER RD STE A | MILWAUKEE | Wisconsin | 53209-1220 | 414-354-3393 | 414-354-3408 |
| 2324 | BENNETT | ERRAN | WI216 | 544 E OGDEN AVE | Milwaukee | Wisconsin | 53202-2657 | 414-273-7780 | 414-273-7785 |
| 3629 | KLUIS | MARK | WI239 | 6516 MONONA DRIVE | Monona | Wisconsin | 53716 | 608-222-3629 | 608-223-1944 |
| 2376 | HIGHLEY | JAMES | WI216 | 691 S GREEN BAY RD | Neenah | Wisconsin | 54956-3153 | 920-729-6403 | 920-729-6405 |
| 4714 | FIEWEGER | FREDERICK | WI216 | 6508 S 27TH ST STE 9 | OAK CREEK | Wisconsin | 53154 | 414-856-9175 | 414-856-9178 |
| 5563 | PRAH | ELLEN | WI216 | 1288 SUMMIT AVE STE 107 | OCONOMOWOC | Wisconsin | 53066 | 262-560-1506 | 262-560-1507 |
| 1250 | OLLERMAN | LINDA | WI216 | 2080 W 9TH AVE | OSHKOSH | Wisconsin | 54904 | 920-231-1623 | 920-231-8382 |
| 4914 | WORTMAN | THOMAS | WI216 | 1405 CAPITOL DR UNIT C | Pewaukee | Wisconsin | 53072-1300 | 262-746-9170 | 262-746-9171 |
| 5653 | MILLER | MATTHEW | WI216 | 2108A SILVERNAIL RD | Pewaukee | Wisconsin | 53072 | 262-542-7500 | 262-542-7504 |
| 1761 | LYNCH | PAUL | WI216 | 2310 S GREEN BAY RD STE C | RACINE | Wisconsin | 53406-4954 | 262-554-7337 | 262-554-7339 |
| 5599 | VANDE VOORT | SCOTT | WI239 | 331 SOUTH MAIN ST STE E | Rice Lake | Wisconsin | 54868 | 715-736-6000 | 715-736-6001 |
| 4178 | HENCKEL | DAVID | WI216 | 3120 S BUSINESS DR | Sheboygan | Wisconsin | 53081 | 920-453-5934 | 920-453-5935 |
| 1971 | ROGGA | BRIAN | WI216 | 4230 N OAKLAND AVE | SHOREWOOD | Wisconsin | 53211-2042 | 414-332-7221 | 414-332-7072 |
| 3617 | GASNER | DAVID | WI239 | 2364 JACKSON ST | STOUGHTON | Wisconsin | 53589-5404 | 608-877-2679 | 608-877-8318 |
| 3045 | STOFLET | CHARLES | WI239 | 1223 W MAIN ST | Sun Prairie | Wisconsin | 53590 | 608-825-6245 | 608-825-2822 |
| 3572 | POELLMANN | NANCY | WI239 | 1660 S CHURCH ST | WATERTOWN | Wisconsin | 53094-6406 | 920-206-1660 | 920-206-1666 |
| 4409 | VOLLEY | BRANDON | WI239 | 215 S CENTURY AVE | Waunakee | Wisconsin | 53597 | 608-849-2697 | 608-850-4193 |
| 6619 | Brandenburg | Donna | WI239 | 4404 Rib Mountain Drive | Wausau | Wisconsin | 54401-6606 | 715-355-0032 | 715-355-0036 |
| 5739 | GREVES | LARRY | WI216 | 6650 W STATE ST UNIT D | WAUWATOSA | Wisconsin | 53213 | 414-257-9570 | 414-257-0498 |
| 6257 | FAZIO | CHARLES | WI216 | 2931 S 108TH ST | West Allis | Wisconsin | 53227 | 414-546-3232 | 414-546-3234 |
| 4913 | RAULIN | PATRICK | WI239 | 2511 8TH ST S | WISCONSIN RAPIDS | Wisconsin | 54494 | 715-424-4877 | 715-424-4879 |
| 2200 | SPICER | WILLIAM | WY230 | 301 THELMA DR | Casper | Wyoming | 82609 | 307-472-2125 | 307-472-4502 |
| 2192 | PATHAK | SUNIL | WY230 | 1740 DELL RANGE BLVD STE H | Cheyenne | Wyoming | 82009 | 307-634-9494 | 307-634-9497 |
| 2394 | NELSON | MIKE | WY230 | 1108 14TH ST | Cody | Wyoming | 82414-3743 | 307-527-6980 | 307-527-6984 |
| 1818 | Allen | Lisa | WY230 | 970 W BROADWAY STE E | JACKSON | Wyoming | 83001-9475 | 307-733-9250 | 307-733-9032 |
| 6059 | ANDREWS | LARRY | WY230 | 514 GRAND AVE STE D | LARAMIE | Wyoming | 82070 | 307-742-2223 | 307-742-2282 |
| 6446 | NELSON | MIKE | WY230 | 478 S Mountain View ST | POWELL | Wyoming | 82435 | 307-764-4175 | 307-764-4178 |

| Center | Owner Last Name | Owner First Name | Area | Address | City | State | Zip | Phone | Fax |
|--------|-----------------|------------------|-------|--------------------------|--------------|---------|------------|--------------|--------------|
| 3042 | BURKE | ROBERT | WY230 | 1993 DEWAR DR STE 1 | Rock Springs | Wyoming | 82901 | 307-382-8228 | 307-382-8244 |
| 3605 | ANDERSON | ED | WY230 | 51 COFFEEN AVE #101 | SHERIDAN | Wyoming | 82801-4873 | 307-673-1123 | 307-673-1120 |
| 3579 | Allen | Lisa | WY230 | 3465 N PINES WAY STE 104 | WILSON | Wyoming | 83014 | 307-733-7110 | 307-733-6848 |

ACKNOWLEDGMENT OF RECEIPT

I/we hereby acknowledge receipt of the Center Directory, Exhibit 3 to the Franchise Disclosure Document issued on April 30, 2015, as amended November 9, 2015.

Date

Signature of Prospective Franchisee

Printed Name of Prospective Franchisee

Date

Signature of Prospective Franchisee

Printed Name of Prospective Franchisee

Instructions: Use this version of the LOI only if you do NOT currently own at least a 50% interest in a The UPS Store® franchise.

LETTER OF INTENT FOR A THE UPS STORE FRANCHISE

Dear Prospective Franchisee:

Thank you for your interest in The UPS Store! This letter of intent ("LOI") is a binding agreement between you (as identified below) and The UPS Store, Inc. ("TUPSS" or "we," "us," "our"). The terms and conditions of this LOI are as follows:

1. You must sign this LOI and pay to us a \$7,500.00 Initial Application Fee ("IAF") if, as someone who does not currently own at least a 50% interest in a The UPS Store franchise, you seek to: (a) develop a newly constructed Center and purchase a new franchise directly from us; or (b) purchase the existing franchise rights from our Area Franchisee under the Site Development Program ("SDP," as explained in FDD Item 5); or (c) purchase the existing franchise rights from a non-SDP existing Center that is opened to the public for business (i.e., a franchise transfer).
2. You are not permitted to sign this LOI or pay to us the IAF until after fourteen (14) calendar¹ days from the date on which you received our FDD. After you sign this LOI, you may deliver to us (or to our representative): (a) the \$7,500.00 IAF check made payable to "The UPS Store, Inc.," and (b) your signed and dated copy of this LOI.
3. This LOI does **not** create nor promise to you a The UPS Store franchise. You would only acquire such franchise rights if and when we and you were to enter into a Franchise Agreement, either as a result of: (a) the sale of such franchise rights by us, or (b) the sale of such franchise rights by one of our existing franchisees in accordance with our SDP process or our Center "transfer" process. You intend, but are not obligated, to buy one of our franchises as a result of this LOI.
4. Upon our counter-signature of this LOI and acceptance of your IAF, we will process your completed Franchise Application Package. We will promptly thereafter notify you in writing as to which of the following applies:
 - (a) Your application is rejected upon initial review. If this occurs, we will promptly refund to you your entire IAF.
 - (b) We will likewise refund to you your entire IAF if, after we notify you that your application is **preliminarily** approved {see sub-section 4(c) below}, we inform you that your application did not receive **final** approval. However, if your failure to receive our final approval is based solely upon your inability to obtain a business loan from a prospective lender that you identified, then in order for you to receive a refund of your entire IAF under this provision, the following must have occurred. Namely, you must have: (i) notified us of your written loan denial(s); and (ii) applied to, and received written denials from, a maximum of three prospective lenders that are identified for you by us.

¹ If you are located in Michigan or Rhode Island, please consult with our Area Franchisee (if one exists) or our other local representative. In these states, you might possibly have to wait ten (10) business days instead of fourteen (14) calendar days; again please check with our local representative to confirm which waiting period applies for you.

- (c) You are preliminarily approved to purchase a new franchise directly from TUPSS, either unconditionally or subject to your satisfaction of one or more conditions, such as, for example: (i) sale of assets and/or obtaining a business loan in order to fund your franchise; or (ii) verification of continuing household income.
- (d) You agree that if our preliminary approval letter sent to you does not make your final approval contingent upon your obtaining a business loan, then your inability to obtain a business loan will not serve as a basis for our refunding the entire IAF to you.

IF 4(b) OCCURS, YOU UNDERSTAND AND ACCEPT THE RISK THAT IF, FOR ANY REASON, YOU FAIL TO TIMELY SATISFY ANY OF OUR WRITTEN CONDITIONS FOR FINAL APPROVAL, REFUSE TO ACCEPT A FRANCHISE THAT WE MAY OFFER TO YOU, OR OTHERWISE FAIL TO ENTER INTO A FRANCHISE AGREEMENT WITH TUPSS PRIOR TO THE CONCLUSION OF THIS LOI AGREEMENT'S TERM, WE WILL RETAIN \$3,750.00 OF YOUR IAF AND REFUND TO YOU ONLY \$3,750.00 OF YOUR IAF. OUR \$3,750.00 IS EARNED AS A RESULT OF THE TIME, ENERGY AND EXPERTISE DEVOTED TO YOU AND WHICH WOULD OTHERWISE BE DEVOTED TO APPLICANTS SEEKING TO PURCHASE ONE OF OUR THE UPS STORE FRANCHISES.

You further acknowledge that by paying the IAF and signing this LOI, we have not and do not promise that you would be approved to purchase a new or existing franchise that is located at any particular site or within any particular geographic area. We will attempt to accommodate your site and area preferences. However, if we later grant final approval for you to purchase a new The UPS Store franchise, you understand and accept the risk that you may not be approved for a particular site (or within a particular area) that you desire – including any site or area that you may have discussed with us (or our representative) prior to or after your signing this LOI and paying your IAF.

- (e) If you have told us that you only wish to purchase one of our existing franchised Centers (including possibly the purchase of an SDP Center from our Area Franchisee) and if you give us a copy of your fully executed agreement (“Buy-Sell Contract”) that proposes all of the terms of your purchase of one of our existing franchised Centers, then we will notify you in writing which of the following applies:
 - (i) We reasonably withhold our consent to such proposed purchase, or we exercise our right of first refusal (under the seller’s Franchise Agreement) to purchase the seller’s franchise rights and other assets on the same terms and conditions that are contained in your Buy-Sell Contract. If either of these occurs, TUPSS will promptly refund to you your entire IAF.
 - (ii) You are preliminarily approved to begin TUPSS’s Center “transfer” process, subject to your (and your proposed seller’s) need to satisfy all of our conditions imposed by such process.

IF YOU DO NOT, FOR ANY REASON, SATISFY ALL OF OUR TRANSFER PROCESS REQUIREMENTS PRIOR TO THE CONCLUSION OF THIS LOI'S SIX (6) MONTH TERM, WE WILL THEN RETAIN \$3,750.00 OF YOUR IAF AND REFUND TO YOU

ONLY \$3,750.00 OF YOUR IAF. THIS \$3,750.00 PARTIAL IAF REFUND IS EXPRESSLY SUBJECT TO SECTION 12 BELOW.

5. TUPSS's criteria for approval are defined solely by TUPSS. All types of preliminary approvals noted above are valid for six (6) months from the date that they are communicated to you in writing.
6. If we grant final approval to your application and you purchase a franchise, then your entire \$7,500.00 IAF shall be credited to applicable fees and/or costs as designated by TUPSS.
7. If and when you sign a Franchise Agreement, you will be required to pay to us all remaining applicable fees, as explained in Items 5 and 6 of your FDD. This means that you (and/or your seller, if you are buying an SDP or non-SDP existing franchise) must pay to TUPSS the remainder (if any) of all applicable fees after crediting to you your IAF as described above in paragraph 6.
8. If you purchase an existing non-SDP franchised ("Transfer") Center, then the "Transfer Upgrade Agreement" (an exhibit to our Franchise Agreement) will require that only you (the buyer) pay and perform all image, equipment and computer "upgrade" amounts, which will be estimated by us in such agreement. Therefore, you should receive and consider TUPSS's estimated amount of such upgrades as set forth in such Transfer Upgrade Agreement **before** you negotiate and finalize your Buy-Sell contract's purchase price.
9. You promise to us that during the term of this LOI you will diligently work with our Area Franchisee, or with our other designated representative, as follows:
 - (a) If you seek to purchase a new franchise directly from us for a newly constructed (non-SDP) Center, you must also:
 - (i) Submit for our review a proposed Center location in the form required by us;
 - (ii) Receive our written acceptance of such proposed new location; and
 - (iii) Submit to us a fully executed Center lease, including a fully executed Addendum to Lease, which is Exhibit I to our Franchise Agreement.
 - (b) If you seek to purchase the existing franchise rights from an Area Franchisee for an SDP Center that has not opened to the public for business (or been opened for 6 months or less), then you must comply with TUPSS's SDP process in FDD Item 5.
 - (c) If you seek to purchase a Transfer Center, you must fully comply with our "transfer" process as is detailed in our transfer materials and work diligently and cooperatively with all of our representatives, including, but not limited to, our Transfer Department personnel.
 - (d) If we approve your franchise application, we may possibly share with you certain of our proprietary and confidential training materials prior to your entering into a franchise agreement with us. If this occurs, you understand and hereby agree that if you do not, for whatever reason, enter into a franchise agreement with us, you will not: (i) use these training materials for any non-The UPS Store purpose, and (ii) disclose those proprietary and confidential training materials to anyone other than

your co-applicants (if any), your employees that would work at your franchised Center (if any), and your professional advisors (e.g., attorney, accountant).

10. Your rights under this LOI are personal to you and may not be sold, transferred, assigned, pledged or encumbered to any third party.
11. The term of this LOI commences on the date we counter-sign (below) and concludes **six (6) months** from that date ("LOI Conclusion Date"). Extensions of this LOI term beyond the LOI Conclusion Date must be in a writing that is signed by both you and us.

If by the LOI Conclusion Date we have not, for any reason, entered into a Franchise Agreement with you, then: (a) you and we will have no further obligation to each other, and (b) we will retain a \$3,750.00 portion of your IAF in consideration of our time, effort and expertise expended, and (c) we will promptly refund to you a \$3,750.00 portion of your IAF, expressly subject to Section 12 below.

12. If: (1) you or your Primary Operator attend some or all of one or more Franchisee training courses (see a description of such training in FDD Items 5 and 11); and (2) you do not complete the purchase of an existing (i.e., transfer) The UPS Store franchise, we will retain, as fully earned, the full (or, if applicable, pro-rated) portion of the fee(s) corresponding to such completed training ("Earned Training Fees"). If you did not separately pay for such (partially or fully) completed training, we will deduct the Earned Training Fees from the \$3,750.00 refunded portion of your IAF.
13. We may terminate this LOI at any time prior to the LOI Conclusion Date by providing written notice to you: (a) if we learn that you have made any false, misleading, inaccurate or incomplete statements to us or to any of our representatives in the course of any communication or application submitted to us; or (b) if you fail to successfully complete our franchisee training program to our satisfaction; or (c) if you fail to comply with any of your obligations under this LOI; or (d) we ever refund your entire IAF in accordance with the terms and conditions of this LOI.
14. By your execution of this LOI, you promise to us that you: (a) had full opportunity to review this LOI and the FDD with your attorney prior to your signing this LOI; (b) are signing this LOI after having made such independent investigation of us and our operations as you desire; and (c) have not received nor relied upon any representations by us or by any of our authorized representatives that are contrary to the terms and conditions of this LOI or of the FDD.
15. This LOI constitutes the entire agreement between you and us as to our business relationship and supersedes in its entirety any and all prior or contemporaneous discussions, understandings, arrangements or agreements that may have occurred or existed between you and us (or any of our representatives). You and we may amend this LOI only in a writing that we both sign. Nothing in this Agreement or any related agreement is intended to disclaim the representations we have made in our franchise disclosure document.

Please acknowledge your agreement with these terms and conditions by signing and dating below. As was noted in paragraph 2 above, be sure that your signature date below is no earlier than fourteen calendar¹ days from the date you received your FDD. Then, return to your Area Franchisee (if one exists) or to our other designated representative your signed and dated copy of

this LOI, together with your \$7,500.00 IAF check and your completed Franchise Application Package.

Your signed LOI, IAF check and completed Franchise Application Package will be forwarded to us. If everything is in order, we will promptly counter-sign this LOI and return to you a fully executed copy of this LOI for your records.

We thank you for your interest in our franchise opportunity.

Sincerely,

THE UPS STORE, INC.

AGREED AND ACCEPTED (ON BEHALF OF THE PERSON SIGNING AND ANY OTHERS CONSIDERING BECOMING CO-OWNERS WITH THE PERSON SIGNING BELOW):

Printed Name(s) of Prospective Franchisee(s): _____

Signature(s) of Prospective Franchisee(s): _____

Date of Signature(s): _____, 20____

Printed Name(s) of Prospective Franchisee(s): _____

Signature(s) of Prospective Franchisee(s): _____

Date of Signature(s): _____, 20____

Printed Name(s) of Prospective Franchisee(s): _____

Signature(s) of Prospective Franchisee(s): _____

Date of Signature(s): _____, 20____

Printed Name(s) of Prospective Franchisee(s): _____

Signature(s) of Prospective Franchisee(s): _____

Date of Signature(s): _____, 20____

THE UPS STORE, INC.

Printed Name of Signing Officer: _____

Counter-Signature of Signing Officer: _____

Title of Signing Officer: _____

*Date of Signing Officer's Counter-Signature: _____, 20____

**Effective Date of this LOI Agreement*

Instructions: Use this version of the LOI only if you DO currently own at least a 50% interest in a The UPS Store® franchise or are purchasing a new Center under the VetFran Program.

LETTER OF INTENT FOR A THE UPS STORE FRANCHISE

Dear Prospective Franchisee:

Thank you for your interest in The UPS Store! This letter of intent ("LOI") is a binding agreement between you (as identified below) and The UPS Store, Inc. ("TUPSS" or "we," "us," "our"). The terms and conditions of this LOI are as follows:

1. You must sign this LOI and pay to us a \$3,750.00 Initial Application Fee ("IAF") if, as someone who currently owns an interest in a The UPS Store franchise, you seek to: (a) develop a newly constructed Center and purchase a new franchise directly from us; or (b) purchase the existing franchise rights from our Area Franchisee under the Site Development Program ("SDP," as explained in FDD Item 5); or (c) purchase the existing franchise rights from a non-SDP existing Center that is opened to the public for business (i.e., a franchise transfer).
2. You are not permitted to sign this LOI or pay to us the IAF until after fourteen (14) calendar¹ days from the date on which you received our FDD. After you sign this LOI, you may deliver to us (or to our representative): (a) the \$3,750.00 IAF check made payable to "The UPS Store, Inc.," and (b) your signed and dated copy of this LOI.
3. This LOI does **not** create nor promise to you a The UPS Store franchise. You would only acquire such franchise rights if and when we and you were to enter into a Franchise Agreement, either as a result of: (a) the sale of such franchise rights by us, or (b) the sale of such franchise rights by one of our existing franchisees in accordance with our SDP process or our Center "transfer" process. You intend, but are not obligated, to buy one of our franchises as a result of this LOI.
4. Upon our counter-signature of this LOI and acceptance of your IAF, we will process your completed Franchise Application Package. We will promptly thereafter notify you in writing as to which of the following applies:
 - (a) Your application is rejected upon initial review. If this occurs, we will promptly refund to you your entire IAF.
 - (b) We will likewise refund to you your entire IAF if, after we notify you that your application is **preliminarily** approved {see sub-section 4(c) below}, we inform you that your application did not receive **final** approval. However, if your failure to receive our final approval is based solely upon your inability to obtain a business loan from a perspective lender that you identified, then in order for you to receive a refund of your entire IAF under this provision, the following must have occurred. Namely, you must have: (i) notified us of your written loan denial(s); and (ii) applied

¹ If you are located in Michigan or Rhode Island, please consult with our Area Franchisee (if one exists) or our other local representative. In these states, you might possibly have to wait ten (10) business days instead of fourteen (14) calendar days; again please check with our local representative to confirm which waiting period applies for you.

to, and received written denials from, a maximum of three prospective lenders that are identified for you by us.

- (c) You are preliminarily approved to purchase a new franchise directly from TUPSS, either unconditionally or subject to your satisfaction of one or more conditions, such as, for example: (i) sale of assets and/or obtaining a business loan in order to fund your franchise; or (ii) verification of continuing household income.
- (d) You agree that if our preliminary approval letter sent to you does not make your final approval contingent upon your obtaining a business loan, then your inability to obtain a business loan will not serve as a basis for our refunding the entire IAF to you.

IF 4(b) OCCURS, YOU UNDERSTAND AND ACCEPT THE RISK THAT IF, FOR ANY REASON, YOU FAIL TO TIMELY SATISFY ANY OF OUR WRITTEN CONDITIONS FOR FINAL APPROVAL, REFUSE TO ACCEPT A FRANCHISE THAT WE MAY OFFER TO YOU, OR OTHERWISE FAIL TO ENTER INTO A FRANCHISE AGREEMENT WITH TUPSS PRIOR TO THE CONCLUSION OF THIS LOI AGREEMENT'S TERM, WE WILL RETAIN \$2,500.00 OF YOUR IAF AND REFUND TO YOU ONLY \$1,250.00 OF YOUR IAF. OUR \$2,500.00 IS EARNED AS A RESULT OF THE TIME, ENERGY AND EXPERTISE DEVOTED TO YOU AND WHICH WOULD OTHERWISE BE DEVOTED TO APPLICANTS SEEKING TO PURCHASE ONE OF OUR THE UPS STORE FRANCHISES.

If 4(b) occurs, you further acknowledge that by paying the IAF and signing this LOI, we have not and do not promise that you would be approved to develop a newly constructed franchise that is located at any particular site or within any particular geographic area. We will attempt to accommodate your site and area preferences. However, if we later grant final approval for you to purchase a new The UPS Store franchise, you understand and accept the risk that you may not be approved for a particular site (or within a particular area) that you desire – including any site or area that you may have discussed with us (or our representative) prior to or after your signing this LOI and paying your IAF.

- (e) If you have told us that you only wish to purchase one of our existing franchised Centers (including possibly the purchase of an SDP Center from our Area Franchisee) and if you give us a copy of your fully executed agreement (“Buy-Sell Contract”) that proposes all of the terms of your purchase of one of our existing franchised Centers, then we will notify you in writing which of the following applies:
 - (i) We reasonably withhold our consent to such proposed purchase, or we exercise our right of first refusal (under the seller’s Franchise Agreement) to purchase the seller’s franchise rights and other assets on the same terms and conditions that are contained in your Buy-Sell Contract. If either of these occur, TUPSS will promptly refund to you your entire IAF; or
 - (ii) You are preliminarily approved to begin TUPSS’s Center “transfer” process, subject to your (and your proposed seller’s) need to satisfy all of our conditions imposed by such process.

IF YOU DO NOT, FOR ANY REASON, SATISFY ALL OF OUR TRANSFER PROCESS REQUIREMENTS PRIOR TO THE CONCLUSION OF THIS LOI'S TWELVE (12) MONTH TERM, WE WILL THEN RETAIN \$2,500.00 OF YOUR IAF AND REFUND TO YOU ONLY \$1,250.00 OF YOUR IAF.

5. Our criteria for approval are defined solely by us. All types of preliminary approvals described above are valid for only for the term of this LOI, which is six (6) months, unless extended in writing by us.
6. If we grant final approval to your application and you purchase a franchise, then your entire \$3,750.00 IAF shall be credited to applicable fees and/or costs as designated by TUPSS.
7. If and when you sign our Franchise Agreement, you will be required to pay to us all remaining applicable fees, as explained in Items 5 and 6 of your FDD. This means that you (and/or your seller, if you are buying an SDP or non-SDP existing franchise) must pay to us the remainder (if any) of all applicable fees after we credit to you your IAF as described above in paragraph 6.
8. If you purchase an existing franchised ("Transfer") Center, then the "Transfer Upgrade Agreement" (an exhibit to our Franchise Agreement) will require that only you (the buyer) pay and perform all image, equipment and computer "upgrade" amounts, which will be estimated by us in such agreement. Therefore, you should receive and consider our estimated amount of such upgrades as set forth in such Transfer Upgrade Agreement **before** you negotiate and finalize your Buy-Sell contract's purchase price.
9. You promise to us that during the term of this LOI you will diligently work with our Area Franchisee, or with our other designated representative, as follows:
 - (a) If you seek to purchase a new franchise directly from us for a newly constructed (non-SDP) Center, you must also:
 - (i) Submit for our review one or more proposed Center locations in the form we require;
 - (ii) Receive our written acceptance of your proposed new location; and
 - (iii) Submit to us a fully executed Center lease, including a fully executed Addendum to Lease, which is Exhibit I to our Franchise Agreement.
 - (b) If you seek to purchase the existing franchise rights from an Area Franchisee for an SDP Center that has not opened to the public for business (or been opened for 6 months or less), then you must comply with TUPSS's SDP process in FDD Item 5.
 - (c) If you seek to purchase a Transfer Center, you must fully comply with our "transfer" process as is detailed in our transfer materials and work diligently and cooperatively with all of our representatives, including, but not limited to, our Transfer Department personnel.
 - (d) If we approve your franchise application, we may possibly share with you certain of our proprietary and confidential training materials prior to your entering into a franchise agreement with us. If this occurs, you understand and hereby agree that if

you do not, for whatever reason, enter into a franchise agreement with us, you will not: (i) use these training materials for any non-The UPS Store purpose, and (ii) disclose those proprietary and confidential training materials to anyone other than your co-applicants (if any), your employees that would work at your franchised Center (if any), and your professional advisors (e.g., attorney, accountant).

10. Your rights under this LOI are personal to you and may not be sold, transferred, assigned, pledged or encumbered to any third party.
11. The term of this LOI commences on the date we counter-sign (below) and concludes **twelve (12) months** from that date ("LOI Conclusion Date"). Extensions of this LOI term beyond the LOI Conclusion Date must be in a writing that is signed by both you and us.

If by the LOI Conclusion Date we have not, for any reason, entered into a Franchise Agreement with you, then: (a) you and we will have no further obligation to each other, and (b) we will retain a \$2,500.00 portion of your IAF in consideration of our time, effort and expertise expended, and (c) we will promptly refund to you a \$1,250 portion of your IAF.

12. We may terminate this LOI at any time prior to the LOI Conclusion Date by providing written notice to you: (a) if we learn that you have made any false, misleading, inaccurate or incomplete statements to us or to any of our representatives in the course of any communication or application submitted to us; or (b) if you fail to successfully complete our franchisee training program to our satisfaction; or (c) if you fail to comply with any of your obligations under this LOI; or (d) we ever refund your entire IAF in accordance with the terms and conditions of this LOI.
13. By your execution of this LOI, you promise to us that you: (a) had full opportunity to review this LOI and the FDD with your attorney prior to your signing this LOI; (b) are signing this LOI after having made such independent investigation of us and our operations as you desire; and (c) have not received nor relied upon any representations by us or by any of our authorized representatives that are contrary to the terms and conditions of this LOI or of the FDD.
14. This LOI constitutes the entire agreement between you and us as to our business relationship and supersedes in its entirety any and all prior or contemporaneous discussions, understandings, arrangements or agreements that may have occurred or existed between you and us (or any of our representatives). You and we may amend this LOI only in a writing that we both sign. Nothing in this Agreement or in any related agreement is intended to disclaim the representations we made in our franchise disclosure document.

Please acknowledge your agreement with these terms and conditions by signing and dating below. As was noted in paragraph 2 above, be sure that your signature date is no earlier than fourteen calendar¹ days from the date you received your FDD. Then, return to your Area Franchisee or to our designated representative your signed and dated copy of this LOI, together with your \$3,750.00 IAF check and your completed Franchise Application Package.

Your signed LOI, IAF check and completed Franchise Application Package will be forwarded to us. If everything is in order, we will promptly counter-sign this LOI and return to you a fully executed copy of this LOI for your records.

We thank you for your interest in our franchise opportunity.

Sincerely,

THE UPS STORE, INC.

**AGREED AND ACCEPTED (ON BEHALF OF THE PERSON SIGNING AND ANY OTHERS
CONSIDERING BECOMING CO-OWNERS WITH THE PERSON SIGNING BELOW):**

Printed Name(s) of Prospective Franchisee(s): _____

Signature(s) of Prospective Franchisee(s): _____

Date of Signature(s): _____, 20____

Printed Name(s) of Prospective Franchisee(s): _____

Signature(s) of Prospective Franchisee(s): _____

Date of Signature(s): _____, 20____

Printed Name(s) of Prospective Franchisee(s): _____

Signature(s) of Prospective Franchisee(s): _____

Date of Signature(s): _____, 20____

Printed Name(s) of Prospective Franchisee(s): _____

Signature(s) of Prospective Franchisee(s): _____

Date of Signature(s): _____, 20____

THE UPS STORE, INC.:

Printed Name of Signing Officer: _____

Counter-Signature of Signing Officer: _____

Title of Signing Officer: _____

*Date of Signing Officer's Counter-Signature: _____, 20____

**Effective Date of this LOI Agreement*

STATE SPECIFIC ADDENDA / FORMS OF GENERAL RELEASE (IN RENEWAL AND TRANSFER CONTEXTS)

Some states have statutes (and possibly court decisions) which may supersede some of the terms and conditions set forth in our Franchise Agreement (and other applicable documents) which govern the franchise relationship between The UPS Store, Inc. (TUPSS) and you (the Franchisee). You should consult with your attorney to learn the extent to which any such laws may apply to you.

You should understand that Sections 21.1(a) and 21.1(b) of the Franchise Agreement provide (in summary – see these Sections for actual governing language) as follows:

It is possible that one or more of certain types of provisions in the Franchise Agreement (and other applicable documents) that you signed with TUPSS may be declared by an arbitrator, mediator or court to be invalid or unenforceable because they are inconsistent with a state law that was specifically intended to protect the rights of franchisees in that state.

In these situations, you and TUPSS are agreeing (at the time we sign our Franchise Agreement) that if such provision(s) could be rendered valid and enforceable if modified, then it is our mutual desire that such provision(s) will then be modified to the extent required to make such provision(s) valid and enforceable to the fullest extent under applicable state law and public policy.

Some (but not all) of the areas in which states have enacted laws to protect the rights of franchisees include: (i) termination of franchise agreements; (ii) non-renewal of franchise agreements; (iii) designation of jurisdiction and venue for dispute resolution proceedings; (iv) waivers of rights to a jury trial; (v) “choice of law” provisions that specify which state’s law would apply in a dispute resolution proceeding; and (vi) certain types of mandatory franchisee “releases”.

CALIFORNIA

1. THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE DISCLOSURE DOCUMENT.
2. Neither the franchisor nor any person in Item 2 of the Disclosure Document is subject to any currently effective order of any national securities association or exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling such person from membership in such association or exchange.
3. The following paragraphs are added at the end of Item 17 of the Disclosure Document:
 - (a) California Law Regarding Termination and Nonrenewal. California Business and Professions Code Sections 20000 through 20043 provide rights to franchisees concerning termination or nonrenewal of a franchise. If the Franchise Agreement contains any provision that is inconsistent with the law, the law will control.
 - (b) Post Termination Noncompetition Covenants. The Non-Competition and Non-Solicitation Agreement contains a covenant not to compete which extends beyond the termination/expiration of the franchise. This provision might not be fully enforceable under California law, but we will enforce it to the extent enforceable.
 - (c) Liquidated Damages Provision. The Franchise Agreement contains a liquidated damage clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

- (d) The Franchise Agreement provides for termination upon insolvency, bankruptcy, or re-organization. This provision might not be enforceable under federal bankruptcy law (11 U.S.C.A. Sections 101 et seq.), but will enforce it to the extent enforceable.
- (e) Section 31125 of the Franchise Investment Law requires us to give you a disclosure document approved by the Commissioner of Corporations before we ask to you consider a material modification of your franchise agreement.
- (f) You must sign a general release of claims if you renew or transfer your franchise. California Corporations Code section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Sections 31000 through 31516). Business and Professions Code Section 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 through 20043).

MICHIGAN

DISCLOSURE REQUIRED BY THE STATE OF MICHIGAN:

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

- (a) A prohibition on the right of a franchisee to join an association of franchisees.
- (b) A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protection 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 franchise to comply with any lawful provision 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 a franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation.

This subsection applies only if: (i) the 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, logo, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months' advance notice of franchisor's intent not to renew the franchise.

- (e) A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.
- (f) A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.
- (g) A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:
 - (i) The failure of proposed transferee to meet the franchisor's then-current reasonable qualifications or standards.
 - (ii) The fact that the proposed transferee is a competitor of the franchisor or sub-franchisor.
 - (iii) The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.
 - (iv) The failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the franchise agreement existing at the time of the proposed transfer.
- (h) A provision that requires the franchisee to resell to the franchisor items that are not uniquely identified with the franchisor. This subdivision does not prohibit a provision that grants to a franchisor a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the franchisor the right to acquire the assets 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 obligation to fulfill contractual obligations to the franchisee unless provision has been made for providing the required contractual services.

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

Any questions regarding the notice above should be directed to the State of Michigan, Michigan Department of Attorney General, Consumer Protection Division, Attention: Franchise, 670 Law Building, Lansing, MI 48913, (517) 373-7117.

MINNESOTA

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

Minn. Rule Part 2860.440J prohibits a franchisee from waiving his rights to a jury trial or consenting to liquidated damages, termination penalties or judgment notes. To the extent that any such provisions exist under the TUPSS disclosure document or Franchise Agreement, they are hereby rendered void with respect to all franchisees governed under the laws of Minnesota. If TUPSS ever seeks injunctive relief against Franchisee, a court will determine (a) whether or not a bond is required and, if a bond is required, (b) the amount of the bond.

This state has a statute which may supersede the Franchise Agreement in your relation with us including the areas of termination and renewal of your franchise: [Stat. Section 80C.14]. Specifically, Minnesota law provides franchisees with certain termination and non-renewal rights. Minnesota Statute Section 80C.14, Subdivisions 3, 4, and 5 requires, except in certain specified cases, that a franchisee be given 90 days notice of a termination (with 60 days to cure) and 180 days' notice for non-renewal of the franchise agreement.

Minn. Rule Part 2860.4400D prohibits a franchisee to assent to a general release. To the extent that any such general release is purported to be required by TUPSS's Franchise Agreement or disclosure document, it is hereby rendered void with respect to all franchisees governed under the laws of Minnesota.

To the extent that any Limitations of Claims sections exist under TUPSS's disclosure document or Franchise Agreement, such sections are hereby revised to comply with Minn. Stat. Section 80C.17, Subdivision 5.

Minnesota Amendment to Franchise Agreement

This Minnesota Amendment to Franchise Agreement (“Amendment”) is entered into between The UPS Store, Inc. (“TUPSS”) and the undersigned franchisee (“Franchisee”) and becomes effective on the date that it is counter-signed by TUPSS. The parties agree that this Amendment hereby amends the parties’ Franchise Agreement, as set forth below:

1. Minn. Stat. Section 80C.21 and Minn. Rule 2860.4400J prohibit TUPSS from requiring litigation to be conducted outside Minnesota. In addition, nothing in TUPSS’s Franchise Agreement can abrogate or reduce any of Franchisee’s rights as provided for in Minnesota Statutes, Chapter 80C, or Franchisee’s rights to any procedure, forum or remedies provided for by the laws or the jurisdiction.
2. Minn. Rule Part 2860.440J prohibits a franchisee from waiving his rights to a jury trial or consenting to liquidated damages, termination penalties or judgment notes. To the extent that any such provisions exist under TUPSS’s Franchise Agreement, they are hereby rendered void with respect to all franchisees governed under the laws of Minnesota. If TUPSS ever seeks injunctive relief against Franchisee, a court will determine (a) whether or not a bond is required and, if a bond is required, (b) the amount of the bond.
3. The State of Minnesota has a statute which may supersede the Franchise Agreement in your relation with TUPSS, including the areas of termination and renewal of Franchisee’s franchise: [Stat. Section 80C.14]. Specifically, Minnesota law provides franchisees with certain termination and non-renewal rights. Minnesota Statute Section 80C.14, Subdivisions 3, 4, and 5 require, except in certain specified cases, that a franchisee be given 90 days’ notice of a termination (with 60 days to cure) and 180 days’ notice for non-renewal of the franchise agreement.
4. Minn. Rule Part 2860.4400D prohibits a franchisee to assent to a general release. To the extent that any such general release is purported to be required by TUPSS’s Franchise Agreement, it is hereby rendered void with respect to all franchisees governed under the laws of Minnesota.
5. To the extent that any Limitations of Claims sections exist under TUPSS’s Franchise Agreement, such sections are hereby revised to comply with Minn. Stat. Section 80C.17, Subdivision 5.

THE TERMS AND CONDITIONS OF THIS MINNESOTA AMENDMENT ARE AGREED TO AND ACCEPTED BY:

Printed Name of (as applicable) Franchisee

Signature

Date of Signature

THE UPS STORE, INC.

Printed Name of Signing Officer

Title of Signing Officer

Signature of Signing Officer

Date of Signature

RENEWAL RELEASE AGREEMENT

This Renewal Release Agreement ("**Release**") is entered into between The UPS Store, Inc. ("**TUPSS**") and _____ ("**Renewing Franchisee**") and becomes effective on the date counter-signed below by TUPSS.

Background

A. On _____, the parties (or their predecessors) entered into a franchise agreement ("**Initial Franchise Agreement**") for Center # _____ (the "**Center**").

B. The Franchise Agreement permits Renewing Franchisee to renew the Center's franchise rights only if TUPSS first confirms that Renewing Franchisee has satisfied all of the conditions to renewal that are specified in the Initial Franchise Agreement.

C. Included among the above-referenced renewal conditions is the requirement that Renewing Franchisee execute a general release, in a form prescribed by TUPSS, in favor of TUPSS and all related parties defined below as "**Released Parties**" from any claims arising during the term of the Center's Initial Franchise Agreement.

D. Franchisee has sought, and TUPSS has approved, the renewal of the Center's franchise rights for an additional ten (10) year term, pursuant to a renewal franchise agreement ("**Renewal Franchise Agreement**"), subject to the execution of this Release.

NOW, THEREFORE, as part of the Center's franchise renewal process and in exchange for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, TUPSS and Renewing Franchisee hereby agree as follows:

RELEASE: Renewing Franchisee, on behalf of: (i) itself; and (ii) if it is a legal entity (corporation, LLC, etc.) all of its shareholders, equity owners, and guarantors (collectively "**Releasing Parties**"), hereby expressly, voluntarily and forever releases, waives and discharges TUPSS, UPS, as well as all past and present direct, indirect and ultimate corporate parents, subsidiaries, related companies, predecessors and successors, assignees and designees, and its, and each of their, past and present directors, officers, employees, agents, attorneys, owners, shareholders, partners, designees and representatives, as well as TUPSS's area franchisees and franchisees (collectively "**Released Parties**"), of and from any and all claims, demands, actions, causes of action, known or unknown, suspected or unsuspected involving any Released Parties.

Renewing Franchisee agrees that this General Release is intended to be a full and final compromise, release and settlement of all claims, demands, actions, causes of action, known or unknown, suspected or unsuspected, relating to any contract rights described above and shall be effective as a bar and as a knowing and voluntary waiver of any and all of Renewing Franchisees rights and benefits conferred upon them by any and all federal, state and local statutes, regulations, ordinances or laws of equity including but not limited to Section 1542 of the California Civil Code, which reads as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor".

Renewing Franchisee acknowledges that different or additional facts may be discovered in addition to what (he/she) now knows or believes to be true with respect to the matters herein released, and that (he/she) agrees that this General Release shall be and remain in effect in all respects as complete and final releases of the matters released, notwithstanding any different or additional facts.

Renewing Franchisee represents that (he/she) is the sole possessor of any claims or causes of action being released, and that (he/she) has not assigned or otherwise transferred said claims or causes of actions.

Renewing Franchisee agrees that (he/she) will not, at any time hereafter, commence, maintain or prosecute any action, at law or otherwise, or assert any claim against the Released Parties herein released and/or execute or enforce any judgment against the parties herein released, for damages, losses or for equitable relief relating to the matters herein released.

Renewing Franchisee agrees that this Release shall bind and be binding upon (his/her) heirs, personal representatives, spouse, executors, administrators, and assigns, and shall inure to the benefit of their agents, employees, servants and successors.

This Release constitutes the entire agreement of the parties regarding the subject matter hereof and may be modified only in writing and agreed to and signed by all parties. This Release shall be construed and interpreted under the laws of the State of California (but nothing in this Release is intended to make applicable to this Release any statute, law, regulation, decision, rule or order that would not by its own terms be applicable). This agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

This Release is executed by the individuals below, each of whom represents by signing that he or she is duly authorized to enter into and sign this Agreement on behalf of the party so indicated, including (for Renewing Franchisee) all co-owners. This Release shall be binding on: (a) Renewing Franchisee and (b) if Franchisee is a legal entity, all of the individual owners and co-owners of that legal entity.

AGREED TO AND ACCEPTED BY:

**RENEWING FRANCHISEE'S
PRINTED NAME:**

Signature:

**Printed Name of Person Signing Above
(if Franchisee is a Legal Entity such as
a LLC, Corporation, Etc.)**

**Title of Person Signing Above: (if
Franchisee is a Legal Entity):**

Signature Date:

_____, 20__

THE UPS STORE, INC.

Signature:

Printed Name of Person Signing Above:

Title:

**Counter-Signature Date (Effective
Date):**

_____, 20__

CONSENT TO TRANSFER AGREEMENT

_____, ("**Buyer**") has entered an agreement to purchase from _____ ("**Seller**") the franchise rights and other assets pertaining to Center # _____ (hereinafter referred to as the "**Center**"). Buyer and Seller understand that Seller's Franchise Agreement for the Center requires the consent of Seller's franchisor, The UPS Store, Inc. ("**TUPSS**"), as a prerequisite to any transfer of Seller's franchise rights to Buyer.

TUPSS's date of signature (below) is the effective date of this Consent to Transfer Agreement.

Buyer and Seller agree that the Center shall be transferred by Seller to Buyer on the "**Transfer Date**". The Transfer Date shall be the date when TUPSS counter-signs (and makes effective) Buyer's Franchise Agreement for the Center. TUPSS will not counter-sign Buyer's Franchise Agreement until after it confirms that all of its requirements for consent to transfer have been satisfied including, without limitation: (a) TUPSS's receipt of all monies owed to it as confirmed on TUPSS's Final Demand (such monies typically sent to TUPSS from the Center's escrowed sales proceeds and received by TUPSS no later than one business day after the Center's escrow closing); and (b) any other actions required under TUPSS's transfer process that need to be completed by the Buyer and/or Seller.

TUPSS acknowledges that effective upon the Transfer Date: (a) Seller is relieved of all of his/her/its in-term duties to be performed after the Transfer Date under Seller's Franchise Agreement and under other agreements that were entered into with TUPSS as exhibits to Seller's Franchise Agreement, and (b) if Seller is a corporation, LLC or partnership, then all persons owning an equity ownership interest in Seller and in the Center's franchise rights ("**Owners**") are relieved of all of their in-term duties under their Continuing Personal Guaranty with respect to obligations to be performed after the Transfer Date; **EXCEPT THAT** Seller and (if applicable) Owners hereby acknowledge that the transfer of the Center from Seller to Buyer does not terminate their post-term obligations under: (a) Seller's Franchise Agreement, (b) (if applicable) under Seller's Non-Competition and Non-Solicitation Agreement, and (c) under Owners' Continuing Personal Guarantee. Such continuing post-term legal obligations include Seller's and Owners' duty to not disclose TUPSS's confidential information and trade secrets as well as their duty to comply with their post-term non-competition and non-solicitation covenants to the maximum extent permitted under applicable law. Nothing in this Consent to Transfer Agreement is intended to relieve Seller, Owners or TUPSS of any obligations to be performed prior to the Transfer Date under the Seller's Franchise Agreement or under other agreements that were entered into as exhibits to Seller's Franchise Agreement.

TUPSS and Buyer acknowledge that the term of the Buyer's Franchise Agreement will conclude ten years from the effective date of the Buyer's new Franchise Agreement and this requires TUPSS's receipt prior to the Transfer Date of a Pro-Rated Renewal Fee needed to bring the Buyer's Franchise Agreement up to a full ten-year term.

Buyer acknowledges that he/she/it is purchasing the franchise rights and other Center assets directly from an existing TUPSS franchisee who is selling them for his/her/its own

account, and that this transaction has not been effected by or through any efforts or actions by TUPSS.

In entering into the Purchase and Sale Agreement for the Center, the Buyer and Seller each acknowledge that they have not relied on any representations from TUPSS (including any of its related entities or authorized representatives), United Parcel Service, Inc. ("UPS") (including any of its related entities or authorized representatives) or from any TUPSS Area Franchisee and that they have had the opportunity to consult with their own financial, accounting, and legal advisors, and each party has independently satisfied itself that all of the terms and conditions of the sale and purchase, including, without limitation, the purchase price, are satisfactory and acceptable to them.

Effective upon the Transfer Date, Seller (and all partners, officers, directors, owners and principals of Seller, if an entity) agrees to indemnify and hold harmless TUPSS and UPS, their past and present direct, indirect and ultimate corporate parents, subsidiaries, related companies, predecessors and successors, assignees and designees, and each of their (including TUPSS's and UPS's) past and present directors, officers, employees, agents, attorneys, owners, shareholders, partners, designees and representatives, as well as TUPSS's area franchisees and franchisees, from any debts, liabilities, obligations, claims, demands, actions, causes of action, losses, damages, costs or expenses of any nature, arising from or in any way connected with Seller's acts or omissions in connection with its pre-transfer ownership of the Center.

Effective upon the Transfer Date, Buyer and Seller (and all partners, officers, directors, owners and principals of Buyer and Seller, if entities) shall indemnify and hold harmless TUPSS and UPS, their past and present direct, indirect and ultimate corporate parents, subsidiaries, related companies, predecessors and successors, assignees and designees, and each of their (including TUPSS's and UPS's) past and present directors, officers, employees, agents, attorneys, owners, shareholders, partners, designees and representatives, as well as TUPSS's area franchisees and franchisees, from any debts, claims, demands, actions, causes of action, liabilities, damages, losses, costs, expenses or obligations of any nature, arising from or in any way connected with the parties' Purchase and Sale Agreement or with the transfer of the Center.

Seller agrees to do no act and agrees to make no statement which causes, or which could reasonably be anticipated to cause, harm to the goodwill associated with the Center, TUPSS, UPS or with the TUPSS network of franchises as a whole. Seller also agrees to do no act and agrees to make no statement which interferes with, or which could reasonably be anticipated to interfere with, Buyer's or TUPSS's relationships with its franchisees, prospective franchisees, or other business relationships.

This Consent to Transfer Agreement and any agreements attached hereto constitutes the entire agreement of the parties regarding the subject matter hereof and may be modified only in writing and agreed to and signed by all parties. The right and duties granted to Buyer and Seller by this Consent to Transfer Agreement are personal to such parties and may not be assigned to any third party without the prior written consent from TUPSS. This agreement shall be construed and interpreted under the laws of the State of California (but nothing in this Consent to Transfer Agreement is intended to make applicable to this Agreement any statute, law, regulation, decision, rule or order that would not by its own terms be applicable). This

agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

In consideration of TUPSS consenting to the transfer of the Center, Buyer and Seller hereby forever releases, waives and discharges TUPSS, UPS, as well as all past and present direct, indirect and ultimate corporate parents, subsidiaries, related companies, predecessors and successors, assignees and designees, and its, and each of their, past and present directors, officers, employees, agents, attorneys, owners, shareholders, partners, designees and representatives, as well as TUPSS's area franchisees and franchisees (collectively "**Released Parties**"), of and from any and all claims, demands, actions, causes of action, known or unknown, suspected or unsuspected involving any Released Parties.

Buyer and Seller agree that this General Release is intended to be a full and final compromise, release and settlement of all claims, demands, actions, causes of action, known or unknown, suspected or unsuspected, relating to any contract rights described above, and Buyer and Seller expressly waives the provisions of Section 1542 of the California Civil Code, which reads as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

Buyer and Seller acknowledge that different or additional facts may be discovered in addition to what (he/she) now knows or believes to be true with respect to the matters herein released, and that (he/she) agrees that this General Release shall be and remain in effect in all respects as complete and final releases of the matters released, notwithstanding any different or additional facts.

Buyer and Seller represent that (he/she) is the sole possessor of any claims or causes of action being released, and that (he/she) has not assigned or otherwise transferred said claims or causes of actions.

Buyer and Seller agree that (he/she) will not, at any time hereafter, commence, maintain or prosecute any action, at law or otherwise, or assert any claim against the parties herein released and/or execute or enforce any judgment against the parties herein released, for damages, losses or for equitable relief relating to the matters herein released.

Buyer and Seller agree that this general release shall bind and be binding upon (his/her) heirs, personal representatives, spouse, executors, administrators, and assigns, and shall inure to the benefit of their agents, employees, servants and successors.

This Consent to Transfer Agreement is signed by the individuals below, each of whom represents by signing that he or she is duly authorized to enter into and sign this Agreement on behalf of the party so indicated. This agreement shall be binding on all parties to this Consent to Transfer Agreement and, if Buyer and Seller are entities, on the respective individual owners and partners of Buyer and Seller as well.

AGREED TO AND ACCEPTED BY:

BUYER: _____

PRINTED NAME OF BUYER: _____

If Buyer is an individual, each individual must sign below:

Signature of Buyer: _____

Signature Date: _____, 20__

Signature of Buyer: _____

Signature Date: _____, 20__

Signature of Buyer: _____

Signature Date: _____, 20__

If Buyer is an entity, Buyer and each individual owner of Buyer must sign below:

Signature of Person Signing for Buyer:

Title: _____

Signature Date: _____, 20__

Signature of Individual Owner:

_____, Individually

Signature Date: _____, 20__

Signature of Individual Owner:

_____, Individually

Signature Date: _____, 20__

SELLER:

PRINTED NAME OF SELLER: _____

If Seller is an individual, each individual must sign below:

Signature of Seller: _____

Signature Date: _____, 20__

Signature of Seller: _____

Signature Date: _____, 20__

Signature of Seller: _____

Signature Date: _____, 20__

If Seller is an entity, Seller and each individual owner of Seller must sign below:

Signature of Person Signing for Seller:

Title: _____

Signature Date: _____, 20__

Signature of Individual Owner:

_____, Individually

Signature Date: _____, 20__

Signature of Individual Owner:

_____, Individually

Signature Date: _____, 20__

FRANCHISOR: THE UPS STORE, INC.

Signature of Signing Officer: _____

Printed Name of Signing Officer: _____

Signature Date: _____, 20__

This Exhibit 6 contains the separate, audited consolidated financial statements of: (1) The UPS Store, Inc. and (2) United Parcel Service, Inc. (“UPS”), detailed as follows:

TUPSS’s Audited Financial Statements:

Independent Auditors’ Report

Consolidated Balance Sheets as of and for the Years Ended
December 31, 2014 and 2013

Consolidated Statements of Income and Retained Earnings for
each of the three years in the period ended December 31, 2014

Consolidated Statements of Cash Flows for each of the three years
in the period ended December 31, 2014

Notes to Consolidated Financial Statements

UPS’s Audited Financial Statements

Report of Independent Registered Public Accounting Firm

Consolidated Balance Sheets – December 31, 2014 and
December 31, 2013

Statements of Consolidated Income – as of December 31, 2014,
December 31, 2013 and December 31, 2012

Statements of Consolidated Comprehensive Income as of
December 31, 2014, December 31, 2013 and December 31, 2012

Statements of Consolidated Cash Flows as of December 31, 2014,
December 31, 2013 and December 31, 2012

Notes to Consolidated Financial Statements

Report of Independent Registered Public Accounting Firm on Internal
Control over Financial Reporting

**AUDITED FINANCIAL STATEMENTS OF
THE UPS STORE, INC.**

The UPS Store, Inc.

(An Indirectly Wholly Owned Subsidiary of
United Parcel Service, Inc.)

Balance Sheets as of December 31, 2014 and 2013,
and the Related Statements of Income and Retained
Earnings and Cash Flows for Each of the Three Years
in the Period Ended December 31, 2014, and
Independent Auditors' Report

INDEPENDENT AUDITORS' REPORT

To the Board of Directors of
The UPS Store, Inc.
Atlanta, Georgia

We have audited the accompanying financial statements of The UPS Store, Inc. (an indirectly wholly owned subsidiary of United Parcel Service, Inc.) (the "Company"), which comprise the balance sheets as of December 31, 2014 and 2013, and the related statements of income and retained earnings and cash flows for each of the three years in the period ended December 31, 2014, and the related notes to 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 from 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 Company'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 Company'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.

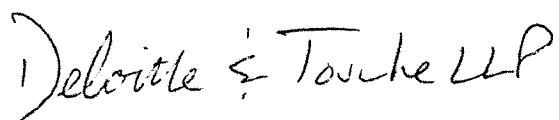
We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of The UPS Store, Inc. as of December 31, 2014 and 2013, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2014, in accordance with accounting principles generally accepted in the United States of America.

Related Party Transactions

As discussed in Note 11 to the financial statements, the accompanying financial statements have been prepared from the separate records maintained by The UPS Store, Inc., and may not necessarily be indicative of the conditions that would have existed or the results of operations if the Company had been operated as an unaffiliated company. Portions of certain expenses represent allocations made from home-office items applicable to the Company as a whole. Our opinion is not modified with respect to this matter.

A handwritten signature in black ink that reads "Deloitte & Touche LLP". The signature is written in a cursive, flowing style.

April 28, 2015

THE UPS STORE, INC.**(An Indirectly Wholly Owned Subsidiary of United Parcel Service, Inc.)****BALANCE SHEETS****AS OF DECEMBER 31, 2014 AND 2013****(In thousands)**

| | 2014 | 2013 |
|--|------------|------------|
| ASSETS | | |
| CURRENT ASSETS: | | |
| Cash | \$ - | \$ - |
| Accounts receivable—net of allowance for doubtful accounts of \$417 and \$275 in 2014 and 2013, respectively | 25,305 | 20,097 |
| Current portion of notes receivable | 5,251 | 4,091 |
| Current portion of leases receivable | 699 | 1,156 |
| Deferred tax assets | 4,355 | 3,459 |
| Other current assets | 1,745 | 2,545 |
| Total current assets | 37,355 | 31,348 |
| NOTES RECEIVABLE—Net of current portion and allowance for uncollectible notes of \$565 and \$448 in 2014 and 2013, respectively | 22,422 | 16,894 |
| LEASES RECEIVABLE—Net of current portion | 488 | 653 |
| PROPERTY AND EQUIPMENT: | | |
| Land | 3,100 | 3,100 |
| Building and improvements | 7,747 | 7,796 |
| Office furniture | 2,028 | 2,104 |
| Technology equipment | 4,399 | 4,723 |
| Total property and equipment | 17,274 | 17,723 |
| Less accumulated depreciation and amortization | (10,512) | (10,232) |
| Property and equipment—net | 6,762 | 7,491 |
| INTANGIBLE ASSETS—Net | 43,427 | 51,628 |
| GOODWILL | 41,001 | 41,030 |
| OTHER ASSETS | 6 | 6 |
| TOTAL | \$ 151,461 | \$ 149,050 |

(Continued)

THE UPS STORE, INC.**(An Indirectly Wholly Owned Subsidiary of United Parcel Service, Inc.)****BALANCE SHEETS****AS OF DECEMBER 31, 2014 AND 2013****(In thousands, except share and per share amounts)**

| | 2014 | 2013 |
|---|--------------------------|--------------------------|
| LIABILITIES AND SHAREHOLDER'S EQUITY | | |
| CURRENT LIABILITIES: | | |
| Accounts payable | \$ 4,011 | \$ 2,955 |
| Franchise deposits | 4,033 | 4,581 |
| Royalties and commissions payable | 4,420 | 4,096 |
| Other accrued expenses | 10,171 | 8,551 |
| Current portion of notes payable and capital lease obligations | <u>529</u> | <u>518</u> |
| Total current liabilities | <u>23,164</u> | <u>20,701</u> |
| NOTES PAYABLE AND CAPITAL LEASE OBLIGATIONS—Net of current portion | <u>1,797</u> | <u>2,326</u> |
| DEFERRED TAX LIABILITIES | <u>27,477</u> | <u>27,366</u> |
| COMMITMENTS AND CONTINGENCIES (Notes 6 and 12) | | |
| SHAREHOLDER'S EQUITY: | | |
| Common stock, \$1.00 par value; 1,000 shares authorized; 100 shares issued and outstanding, and additional paid-in capital | 100,294 | 100,294 |
| Retained earnings | 14,130 | 27,449 |
| Due from Parent (Note 11) | <u>(15,401)</u> | <u>(29,086)</u> |
| | <u>99,023</u> | <u>98,657</u> |
| TOTAL | <u>\$ 151,461</u> | <u>\$ 149,050</u> |

See notes to financial statements.

(Concluded)

THE UPS STORE, INC.**(An Indirectly Wholly Owned Subsidiary of United Parcel Service, Inc.)****STATEMENTS OF INCOME AND RETAINED EARNINGS****FOR EACH OF THE THREE YEARS IN THE PERIOD ENDED DECEMBER 31, 2014****(In thousands)**

| | 2014 | 2013 | 2012 |
|-------------------------------------|------------------|------------------|------------------|
| REVENUES: | | | |
| Royalty and marketing fees | \$ 109,788 | \$ 104,323 | \$ 100,004 |
| Franchise fees | 8,011 | 6,771 | 5,989 |
| Sales of supplies and equipment | 27,773 | 24,082 | 20,459 |
| Interest income and other | <u>17,884</u> | <u>15,501</u> | <u>14,049</u> |
| Total revenues | <u>163,456</u> | <u>150,677</u> | <u>140,501</u> |
| COST AND EXPENSES: | | | |
| Franchise operations | 59,181 | 55,625 | 54,556 |
| Franchise development | 4,632 | 4,419 | 4,098 |
| Cost of supplies and equipment sold | 24,400 | 21,005 | 17,577 |
| Marketing | 13,032 | 11,461 | 11,120 |
| Other general and administrative | 7,461 | 6,756 | 11,141 |
| Technology | 9,603 | 8,323 | 8,279 |
| Depreciation and amortization | 8,708 | 9,951 | 9,734 |
| Royalty to Parent | <u>1,810</u> | <u>1,718</u> | <u>1,646</u> |
| Total cost and expenses | <u>128,827</u> | <u>119,258</u> | <u>118,151</u> |
| OPERATING INCOME | 34,629 | 31,419 | 22,350 |
| OTHER (EXPENSE) INCOME—Net | <u>(82)</u> | <u>(154)</u> | <u>130</u> |
| INCOME BEFORE INCOME TAXES | 34,547 | 31,265 | 22,480 |
| INCOME TAXES | <u>12,866</u> | <u>11,512</u> | <u>9,066</u> |
| NET INCOME | 21,681 | 19,753 | 13,414 |
| RETAINED EARNINGS—Beginning of year | 27,449 | 7,696 | 153,316 |
| INTERCOMPANY DIVIDEND PAID | <u>(35,000)</u> | <u>-</u> | <u>(159,034)</u> |
| RETAINED EARNINGS—End of year | <u>\$ 14,130</u> | <u>\$ 27,449</u> | <u>\$ 7,696</u> |

See notes to financial statements.

THE UPS STORE, INC.**(An Indirectly Wholly Owned Subsidiary of United Parcel Service, Inc.)****STATEMENTS OF CASH FLOWS****FOR EACH OF THE THREE YEARS IN THE PERIOD ENDED DECEMBER 31, 2014****(In thousands)**

| | 2014 | 2013 | 2012 |
|---|-----------------|-----------------|-----------------|
| CASH FLOWS FROM OPERATING ACTIVITIES: | | | |
| Net income | \$ 21,681 | \$ 19,753 | \$ 13,414 |
| Adjustments to reconcile net income to net cash provided by operating activities: | | | |
| Depreciation and amortization | 8,708 | 9,951 | 9,734 |
| (Gains) losses from impairment and sale of assets | 1,307 | (229) | (423) |
| Deferred income taxes | (785) | 1,363 | (62) |
| Changes in operating assets and liabilities: | | | |
| Accounts receivable | (5,208) | 5,111 | (4,161) |
| Notes receivable | (6,688) | (6,714) | (3,344) |
| Leases and other assets | 1,422 | 360 | (492) |
| Accounts payable | 1,056 | (373) | 970 |
| Franchise deposits | (548) | (112) | 1,713 |
| Royalties and commissions payable | 324 | 187 | (226) |
| Other accrued expenses | <u>1,620</u> | <u>(2,836)</u> | <u>4,077</u> |
| Net cash provided by operating activities | <u>22,889</u> | <u>26,461</u> | <u>21,200</u> |
| CASH FLOWS FROM INVESTING ACTIVITIES: | | | |
| Capital expenditures | (192) | (1,303) | (387) |
| Additions to capitalized software | (898) | (946) | (2,437) |
| Proceeds from sale of assets | 116 | - | - |
| Reacquired area rights | <u>-</u> | <u>-</u> | <u>(4,000)</u> |
| Net cash used in investing activities | <u>(974)</u> | <u>(2,249)</u> | <u>(6,824)</u> |
| CASH FLOWS FROM FINANCING ACTIVITIES: | | | |
| Repayment of notes payable | (497) | (482) | (159) |
| Repayments on capital leases | (21) | (19) | (17) |
| Net decrease in due from parent | <u>(21,397)</u> | <u>(23,712)</u> | <u>(14,200)</u> |
| Net cash used in financing activities | <u>(21,915)</u> | <u>(24,213)</u> | <u>(14,376)</u> |
| NET (DECREASE) INCREASE IN CASH | - | (1) | - |
| CASH—Beginning of year | <u>-</u> | <u>1</u> | <u>1</u> |
| CASH—End of year | <u>\$ -</u> | <u>\$ -</u> | <u>\$ 1</u> |

(Continued)

THE UPS STORE, INC.**(An Indirectly Wholly Owned Subsidiary of United Parcel Service, Inc.)****STATEMENTS OF CASH FLOWS****FOR EACH OF THE THREE YEARS IN THE PERIOD ENDED DECEMBER 31, 2014****(In thousands)**

| | 2014 | 2013 | 2012 |
|--|------------------|------------------|-------------------|
| SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION: | | | |
| Cash paid during the year for interest | <u>\$ 21</u> | <u>\$ 19</u> | <u>\$ 17</u> |
| Reacquired area rights funded through issuance of debt (Noncash) | <u>\$ -</u> | <u>\$ -</u> | <u>\$ 4,000</u> |
| Current income taxes settled through due from Parent (Noncash) | <u>\$ 13,651</u> | <u>\$ 10,149</u> | <u>\$ 9,128</u> |
| Dividends settled through due from Parent (Noncash) | <u>\$ 35,000</u> | <u>\$ -</u> | <u>\$ 159,034</u> |
| Return of capital settled through due from Parent (Noncash) | <u>\$ -</u> | <u>\$ -</u> | <u>\$ 72,064</u> |

See notes to financial statements.

(Concluded)

THE UPS STORE, INC.

(An Indirectly Wholly Owned Subsidiary of United Parcel Service, Inc.)

NOTES TO FINANCIAL STATEMENTS

AS OF DECEMBER 31, 2014 AND 2013, AND FOR EACH OF THE

THREE YEARS IN THE PERIOD ENDED DECEMBER 31, 2014

(Amounts in thousands of dollars)

1. ORGANIZATION AND SUMMARY OF ACCOUNTING POLICIES

Organization—The UPS Store, Inc. (TUPSS or the “Company”) is an indirectly wholly owned subsidiary of United Parcel Service, Inc. (UPS or “Parent”). The Company grants territorial franchise rights for the operation or sale of service centers specializing in postal, packaging, business, and communication services. The Company operates and franchises in all 50 states in the United States, the District of Columbia and Puerto Rico, and internationally through master licensees in Canada and India.

Since April 1, 2003, all new franchise sales, purchases of existing franchises, and renewals of existing franchises located in the 50 states have been offered under “The UPS Store” service mark. All then-existing eligible franchises in the 50 states had the option to amend their current agreement to become “The UPS Store” or continue under their original agreement until the renewal of their franchise agreement or sale of their center. During the years ended December 31, 2014, 2013, and 2012, the Company did not sell any new “Mail Boxes Etc.” franchises domestically.

Basis of Financial Statements—The accompanying financial statements include the accounts of The UPS Store, Inc. The preparation of the financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Revenue Recognition—The Company enters into individual and area franchise agreements in the United States and master license agreements in Canada and India. Individual franchise agreements grant the exclusive right to open and operate a franchise center. Area franchise agreements grant the exclusive right to sell individual franchise centers in a designated area. Master license agreements grant the exclusive right to sell individual and area franchise rights within the areas specified under the respective agreements and contain a development provision, which obligates the franchisee to open a predetermined number of retail locations within a specified period of time.

Franchise fee revenues related to individual and area franchise agreements are recognized upon the Company’s completion of all significant obligations and satisfaction of all material conditions of the franchise agreement or area franchise agreement. Franchise fee revenue related to the renewal of individual and area franchise agreements is recognized upon the latest of full payment of fees or renewal date. Franchise fee revenue related to the transfer of individual and area franchise rights is recognized when payment is received and the Company has performed substantially all of the initial services as required by the franchise agreement. Revenue related to master license sales is deferred and recognized ratably based on the terms and commitments of the master license agreement. During the years ended December 31, 2014, 2013, and 2012, the Company did not sell any new master licenses.

The Company has recognized revenue and cost related to freight charges billed to the franchisees for the shipping of supplies and equipment on a gross basis in the statements of income and retained earnings. Freight revenue amounted to \$1,012, \$955, and \$750 during the years ended December 31, 2014, 2013, and 2012, respectively, and is included in “interest income and other” in the accompanying statements of income and retained earnings. The corresponding cost was \$1,076, \$1,025, and \$837 for the years ended December 31, 2014, 2013, and 2012, respectively, and is included in “franchise operations” in the accompanying statements of income and retained earnings.

On a monthly basis, all individual franchisees are required to pay royalty and marketing fees to the Company of 6% of the franchisee’s sales. Such fees are recognized as revenue based upon reported or estimated sales activity of the franchisees. Revenues from sales of supplies and equipment, net of any sales incentives offered, are recognized when orders are shipped and title passes.

The franchisees’ National Media Fund and National Advertising Fund administer national advertising programs. Advertising fees of generally 2.5% of the franchisees’ sales are collected by the Company for the National Media Fund or National Advertising Fund. Such advertising fees and cash amounts are not included in the accompanying financial statements. As of December 31, 2014 and 2013, the Company was holding cash in trust of \$12 and \$10, respectively, on behalf of the National Media Fund and National Advertising Fund.

Accounts Receivable—Losses on accounts receivable are recognized when they are incurred, which requires the Company to make its best estimate of the probable losses inherent in the Company’s customer receivables at each balance sheet date. These estimates require consideration of historical loss experience, adjusted for current conditions, trends in customer payment frequency, and judgments about the probable effects of relevant observable data, including present economic conditions and the financial health of specific customers and market sectors. The Company’s risk management process includes standards and policies for reviewing major account exposures and concentrations of risk.

Receivables from franchisees include trade receivables, lease receivables, and notes receivable. Credit is extended based on an evaluation of the franchisee’s financial condition. Lease receivables are collateralized by the equipment and fixtures being leased. Notes receivable are secured by the assets of the borrowers’ franchise service centers, and guaranteed by each borrower personally. Trade receivables are not collateralized. Estimated credit losses are provided for in the accompanying financial statements. Interest income on notes receivable is recorded on an accrual basis as earned.

Inventories—Inventories consist of supplies and equipment held for resale or lease to franchisees. Inventories are stated at the lower of cost or market with cost determined on an average cost basis, which approximates the first-in, first-out method. As of December 31, 2014 and 2013, inventories totaled \$518 and \$1,155, respectively, and are included in other current assets in the accompanying balance sheets.

Property, Plant, and Equipment—Property, plant, and equipment are stated at cost, less accumulated depreciation and amortization. Depreciation and amortization are provided on a straight-line basis over the estimated useful lives of the assets, which are as follows: building and improvements—10 to 31.5 years; leasehold improvements—3 to 10 years; office furniture—5 years; and technology equipment—3 to 5 years. Depreciation and amortization expense of property, plant, and equipment totaled \$876, \$1,061, and \$1,436 for the years ended December 31, 2014, 2013, and 2012, respectively.

At December 31, 2014, the gross amount of equipment recorded under capital leases was \$59 and related accumulated depreciation was \$57.

Intangible Assets—Intangible assets consist of franchise rights, capitalized software, and reacquired area rights as of December 31, 2014 and 2013. Franchise rights are amortized on a straight-line basis over an estimated useful life of 18 years. Amortization expense for franchise rights totaled \$4,324 for the year ended December 31, 2014, \$4,324 for the year ended December 31, 2013, and \$4,324 for the year ended December 31, 2012. Capitalized software is amortized over either three or five years. Amortization expense for capitalized software totaled \$1,585, \$2,643, and \$2,298 for the years ended December 31, 2014, 2013, and 2012, respectively. Reacquired area rights are amortized on a straight-line basis over an estimated useful life of 20 years. Amortization expense for reacquired area rights totaled \$1,923, \$1,923, and \$1,676 for the years ended December 31, 2014, 2013, and 2012, respectively.

Impairment of Long-Lived Assets—The Company reviews long-lived assets (inclusive of property, plant and equipment and intangible assets) with finite lives for impairment when events or changes in circumstances indicate the carrying amount of an asset may not be recoverable based on the undiscounted future net cash flows of the asset. If the carrying amount of the asset is determined not to be recoverable, a write-down to fair value is recorded. Impairment losses during the years ended December 31, 2014, 2013, and 2012 were \$1,299, \$0, and \$0, respectively.

Goodwill—Goodwill represents the excess of the purchase price over the fair value of the net assets acquired and is not amortized. The Company reviews goodwill for impairment at least annually and whenever events or changes in circumstances indicate that the asset might be impaired.

In assessing the Company's goodwill for impairment, management initially evaluates qualitative factors to determine if it is more likely than not that the fair value of a reporting unit is less than its carrying amount. If the qualitative assessment is not conclusive and it is necessary to calculate the fair value of a reporting unit, then the Company utilizes a two-step process to test goodwill for impairment. Step one consists of estimating and comparing the fair value of the reporting unit to its carrying value. The Company determines the fair value of the reporting unit by using a discounted cash flow model. If the carrying amount of a reporting unit exceeds the reporting unit's fair value, the Company performs the second step of the goodwill impairment test to determine the amount of impairment loss. The second step requires the fair value of the reporting unit to be allocated to all identifiable assets and liabilities of the reporting unit as if the reporting unit had been acquired in a business combination at the date of the impairment test. The excess of the estimated fair value of the reporting unit over the fair value of assets and liabilities represents the implied fair value of goodwill. The impairment expense represents the carrying amount of goodwill over the implied fair value of goodwill. If the fair value of the reporting unit is determined to be more than its carrying value, no goodwill impairment is recognized. Management concluded that there was no impairment of goodwill during the years ended December 31, 2014, 2013, and 2012.

Fair Value Measurements—The carrying amount of the Company's financial instruments, including accounts receivable, accounts payable, and accrued liabilities, approximates fair value due to the relatively short-term nature of these instruments. The carrying amount of the Company's notes receivable approximates fair value based on estimated discounted future cash flows using discount rates that reflect the risk associated with similar types of loans. The carrying amount of notes payable and capital lease obligations approximates fair value based on interest rates currently available to the Company for borrowings with similar terms and maturities. Based on discount rates currently offered by the Company for leases with similar terms and maturities, the fair value of leases receivable is estimated to be approximately \$1,130 and \$1,728 as of December 31, 2014 and 2013, respectively.

Certain nonfinancial assets are measured at fair value on a nonrecurring basis, including property, plant, and equipment; goodwill; and intangible assets. These assets are not measured at fair value on a

recurring basis; however, they are subject to fair value adjustments in certain circumstances, such as when there is evidence of impairment. No such measurements were required for the years ended December 31, 2014, 2013, and 2012.

Income Taxes—Income taxes are accounted for using an asset and liability approach that requires the recognition of deferred tax assets and liabilities for the expected future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases. In estimating future tax consequences, the Company generally considers all expected future events other than proposed changes in the tax law or rates. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in income in the period that includes the enactment date. Valuation allowances are provided if it is more likely than not that a deferred tax asset will not be realized by the Company or UPS.

The Company recognizes liabilities for uncertain tax positions based on a two-step process. The first step is to evaluate the tax position for recognition by determining if the weight of available evidence indicates that it is more likely than not that the position will be sustained on audit, including resolution of related appeals or litigation processes, if any. Once it is determined that the position meets the recognition threshold, the second step requires management to estimate and measure the tax benefit as the largest amount that is more likely than not to be realized upon ultimate settlement. To estimate such amounts, management must determine the probability of various possible outcomes. The Company reevaluates these uncertain tax positions on a quarterly basis. This evaluation is based on factors including, but not limited to, changes in facts or circumstances, changes in tax law, effectively settled issues under audit, and new audit activity. Such a change in recognition or measurement could result in the recognition of a tax benefit or an additional charge to the tax provision.

The Company is included in a consolidated U.S. federal income tax return and several combined U.S. state tax returns filed by UPS. Separate U.S. state returns are also filed for the Company in certain states. In accordance with UPS's intercorporate tax allocation policy, UPS charges or credits the Company amounts that are intended to approximate what the Company would incur if it filed all returns on a separate basis. The Company does not directly pay any income taxes to the U.S. taxing authorities. The Company's practice is to recognize interest income and expense and penalties associated with income tax matters as a component of income tax expense.

Accounting Standards Issued but Not Yet Effective—In May 2014, the FASB issued an accounting standards update (ASU) that changes the revenue recognition for companies that enter into contracts with customers to transfer goods or services. This amended guidance requires revenue to be recognized in an amount that reflects the consideration to which the company expects to be entitled for those goods and services when the performance obligation has been satisfied. This amended guidance also requires enhanced disclosures regarding the nature, amount, timing and uncertainty of revenue and related cash flows arising from contracts with customers. This amended guidance is effective for the year beginning January 1, 2019 and early adoption is permitted in the year beginning January 1, 2017. We are evaluating the impact of this ASU on the Company's financial statements.

Other accounting pronouncements issued, but not effective until after December 31, 2014, are not expected to have a significant effect on the Company's financial statements.

2. NOTES RECEIVABLE

Notes receivable as of December 31, 2014 and 2013, consist of the following:

| | 2014 | 2013 |
|--|------------------|------------------|
| Notes receivable with interest rates generally ranging from 5% to to 11.5%, from individual, area, and master license franchisees, due at varying dates through 2019 | \$ 28,238 | \$ 21,434 |
| Less allowance for uncollectible notes | <u>(565)</u> | <u>(449)</u> |
| Total notes receivable | 27,673 | 20,985 |
| Current portion of notes receivable | <u>5,251</u> | <u>4,091</u> |
| Notes receivable—net of current portion | <u>\$ 22,422</u> | <u>\$ 16,894</u> |

Scheduled principal maturities for notes receivable as of December 31, 2014, are as follows:

| Years Ending December 31 | |
|-----------------------------|------------------|
| 2015 | \$ 5,251 |
| 2016 | 4,844 |
| 2017 | 4,525 |
| 2018 | 4,049 |
| 2019 | 3,594 |
| Thereafter | <u>5,975</u> |
| Total | <u>\$ 28,238</u> |

3. LEASES RECEIVABLE

The Company leases office and computer equipment to franchisees under sales-type lease agreements, which range from two to eight years in duration. Annual minimum lease payments to be received subsequent to December 31, 2014, are as follows:

Years Ending December 31

| | |
|---|---------------|
| 2015 | \$ 768 |
| 2016 | 341 |
| 2017 | 114 |
| 2018 | 57 |
| 2019 | <u>14</u> |
| Total minimum lease payments to be received | 1,294 |
| Less unearned income | <u>107</u> |
| Net investment in sales-type leases | 1,187 |
| Current portion of leases receivable | <u>699</u> |
| Leases receivable—net of current portion | <u>\$ 488</u> |

4. INTANGIBLE ASSETS

Intangible assets as of December 31, 2014 and 2013, consist of the following:

| | 2014 | | |
|-------------------------|-------------------------------------|-------------------------------------|------------------|
| | Gross Carrying Value | Accumulated Amortization | Net |
| Franchise rights | \$ 77,831 | \$ 59,094 | \$ 18,737 |
| Capitalized software | 18,861 | 15,480 | 3,381 |
| Reacquired area rights | <u>38,748</u> | <u>17,439</u> | <u>21,309</u> |
| Total intangible assets | <u>\$ 135,440</u> | <u>\$ 92,013</u> | <u>\$ 43,427</u> |
| | 2013 | | |
| | Gross Carrying Value | Accumulated Amortization | Net |
| Franchise rights | \$ 77,831 | \$ 54,770 | \$ 23,061 |
| Capitalized software | 20,044 | 14,709 | 5,335 |
| Reacquired area rights | <u>38,748</u> | <u>15,516</u> | <u>23,232</u> |
| Total intangible assets | <u>\$ 136,623</u> | <u>\$ 84,995</u> | <u>\$ 51,628</u> |

Estimated amortization expense of franchise rights, capitalized software, and reacquired area rights for each of the next five years and thereafter as of December 31, 2014, is as follows:

**Years Ending
December 31**

| | |
|------------|------------------|
| 2015 | \$ 7,557 |
| 2016 | 7,126 |
| 2017 | 6,516 |
| 2018 | 6,451 |
| 2019 | 6,417 |
| Thereafter | <u>9,360</u> |
| Total | <u>\$ 43,427</u> |

5. NOTES PAYABLE

Notes payable, bearing interest at rates ranging from a variable London InterBank Offered Rate to 7.5% per annum, represent indebtedness to former area franchisees in connection with the repurchase of area franchise rights. Payments are made in monthly installments. The carrying value was \$2,325 and \$2,822 as of December 31, 2014 and 2013, respectively, which is approximated fair value. Aggregate principal maturities on notes payable as of December 31, 2014, are as follows:

**Years Ending
December 31**

| | |
|---------------------------------------|-----------------|
| 2015 | \$ 528 |
| 2016 | 560 |
| 2017 | 517 |
| 2018 | 150 |
| 2019 | 159 |
| Thereafter | <u>411</u> |
| Total notes payable | 2,325 |
| Less current portion of notes payable | <u>(528)</u> |
| Notes payable—net of current portion | <u>\$ 1,797</u> |

6. LEASE COMMITMENTS

The Company leases office space and equipment under noncancelable operating leases, which expire on various dates through 2015. Under the terms of the leases, future minimum lease payments as of December 31, 2014, are as follows:

| Years Ending December 31 | Operating Leases | Capital Leases |
|---|---------------------|-------------------|
| 2015 | \$ 24 | \$ 1 |
| 2016 | - | - |
| 2017 | - | - |
| 2018 | - | - |
| 2019 | - | - |
| Thereafter | - | - |
| | <u>\$ 24</u> | <u>1</u> |
| Less amount representing interest | | |
| Less current portion of capital lease obligations | | <u>(1)</u> |
| Capital lease obligations—net of current portion | | <u>\$ -</u> |

Rent expense for the years ended December 31, 2014, 2013, and 2012, was \$2, \$5, and \$10, respectively.

7. INCOME TAXES

The provision for income taxes from continuing operations for the years ended December 31, 2014, 2013, and 2012, consists of the following:

| | 2014 | 2013 | 2012 |
|----------------------------------|------------------|------------------|-----------------|
| Current: | | | |
| U.S. federal | \$ 12,177 | \$ 9,026 | \$ 7,808 |
| U.S. state and local | 1,351 | 970 | 1,195 |
| Non-U.S. | <u>123</u> | <u>153</u> | <u>125</u> |
| Total current expense | <u>13,651</u> | <u>10,149</u> | <u>9,128</u> |
| Deferred: | | | |
| U.S. federal | (552) | 1,480 | (381) |
| U.S. state and local | <u>(233)</u> | <u>(117)</u> | <u>319</u> |
| Total deferred expense (benefit) | <u>(785)</u> | <u>1,363</u> | <u>(62)</u> |
| Total provision for income taxes | <u>\$ 12,866</u> | <u>\$ 11,512</u> | <u>\$ 9,066</u> |

Significant components of the Company's deferred tax assets and liabilities from temporary differences as of December 31, 2014 and 2013, are as follows:

| | 2014 | 2013 |
|--------------------------------|--------------------|--------------------|
| Deferred tax assets: | | |
| Allowance for bad debts | \$ 600 | \$ 185 |
| Deferred revenue | 1,897 | 1,424 |
| Fixed assets | 2,217 | 1,207 |
| Other | <u>1,384</u> | <u>1,638</u> |
| Total deferred tax assets | <u>6,098</u> | <u>4,454</u> |
| Deferred tax liabilities: | | |
| Goodwill and other intangibles | 26,960 | 25,912 |
| Benefit plan | 2,179 | 2,215 |
| Other | <u>81</u> | <u>234</u> |
| Total deferred tax liabilities | <u>29,220</u> | <u>28,361</u> |
| Net deferred tax liabilities | <u>\$ (23,122)</u> | <u>\$ (23,907)</u> |

The Company's income tax expense as shown in the financial statements differs from the amount computed by applying the statutory federal rate primarily due to state income tax expense or benefit, net of federal income tax effect.

The Company has evaluated the potential impact of ASC 740 on its consolidated financial statements and has not identified any uncertain tax positions requiring disclosure under this interpretation. Additionally, no interest or penalties have been recognized in the Company's financial statements. The Company does not foresee that a liability will be necessary within the next 12 months.

8. FRANCHISE FEES REVENUE

Franchise fees during the years ended December 31, 2014, 2013, and 2012, consisted of the following:

| | 2014 | 2013 | 2012 |
|---------------------------|-----------------|-----------------|-----------------|
| Individual franchises | \$ 2,906 | \$ 2,388 | \$ 2,232 |
| International fees—Canada | 30 | 22 | 17 |
| Transfer and renewal fees | <u>5,075</u> | <u>4,361</u> | <u>3,740</u> |
| | <u>\$ 8,011</u> | <u>\$ 6,771</u> | <u>\$ 5,989</u> |

9. ROYALTY EXPENSES

Royalties shared with area franchisees are included in franchise operations in the accompanying statements of income and retained earnings as franchise operations costs and totaled \$32,059, \$30,449, and \$30,026 for the years ended December 31, 2014, 2013, and 2012, respectively.

10. EMPLOYEE BENEFIT PLANS

The Company sponsors various retirement and pension plans, including defined benefit and defined contribution plans, which cover all of the Company's employees.

Pensions Benefits—UPS sponsors a defined benefit retirement plan for substantially all employees of the Company who meet minimum age and service conditions. The UPS Retirement Plan is noncontributory and generally provides for retirement benefits based on average compensation levels earned by employees prior to retirement. UPS allocates pension expense to the Company for participating employees. The allocation is made on a pro rata basis and, as such, is impacted by the various assumptions (discount rate, return on plan assets, etc.) that UPS utilizes in determining its pension obligation. Pension expense allocated for the Company's employees participating in the UPS Retirement Plan totaled \$87, \$262, and \$173 for the years ended December 31, 2014, 2013, and 2012, respectively.

U.S. Postretirement Medical Benefits—The Company also participates in UPS-sponsored postretirement medical plans in the United States that provide health care benefits to the Company's retirees who meet certain eligibility requirements. Generally, this includes employees with at least 10 years of service who have reached age 55 and employees who are eligible for postretirement medical benefits from a UPS-sponsored plan. UPS has the right to modify or terminate certain of these plans. These benefits have been provided to certain retirees on a noncontributory basis; however, in many cases, retirees are required to contribute all or a portion of the total cost of the coverage. Other postretirement benefits expense of the Company totaled \$224, \$189, and \$244 in 2014, 2013, and 2012, respectively.

No separate computation of the net assets, accumulated postretirement benefit obligation, or funded status for the benefit plans described above has been determined for the Company.

Defined Contribution Plans—The Company also sponsors several defined contribution plans for employees. The Company matches, in shares of UPS common stock or cash, a portion of the participating employees' contributions. Matching contributions charged to expense were \$534, \$503, and \$467 for 2014, 2013, and 2012, respectively.

Stock Compensation—UPS also sponsors, and the Company participates in, the UPS Incentive Compensation Plan, which permits the grant of nonqualified stock options, incentive stock options, stock appreciation rights, restricted stock, performance shares, performance units, and management incentive awards to eligible employees. Persons earning the right to receive awards under this plan are determined annually by the Compensation Committee of the UPS Board of Directors. Compensation expense related to the UPS Incentive Compensation Plan totaled \$3,892, \$3,685, and \$4,171 in 2014, 2013, and 2012, respectively. Stock-based compensation expense included in these amounts for stock options is immaterial.

11. RELATED-PARTY TRANSACTIONS AND DUE FROM PARENT

Related-Party Transactions—The accompanying financial statements have been prepared from the separate records maintained by the Company and are not necessarily indicative of the conditions that would have existed or the results of operations if the Company had been operated as an unaffiliated company. Portions of certain expenses represent allocations made from the Parent and its affiliates. Additionally, the Company utilizes UPS and an affiliate for its shipping services and franchisee call center services, respectively.

The Parent provided administrative services and allocated certain estimated overhead costs to the Company for which the Company is charged a fee. These administrative fees totaled \$6,797, \$6,327, and \$7,540 in 2014, 2013, and 2012, respectively, and are included in “franchise operations” in the accompanying statements of income and retained earnings. The Parent reviews annually the methodology to allocate estimated overhead to subsidiaries. Management believes the allocation method is representative of the proportion of costs incurred by the Company.

In addition, the Company incurs royalty fees to the Parent equal to 2% of royalty revenue recognized by TUPSS. These fees are presented separately as “royalty to Parent” in the accompanying statements of income and retained earnings. Other accrued expenses included royalties payable to a UPS affiliate of \$528 and \$498 as of December 31, 2014 and 2013, respectively.

The Company recognized interest income from the Parent of \$42, \$2, and \$195 in 2014, 2013, and 2012, respectively.

Due from Parent—Included in the due from Parent account are the effects of related-party transactions as well as the distribution of excess cash from the Company to UPS on a daily basis. Because UPS has determined that it will continue to distribute excess funds from the Company to UPS, the Company has classified the due from Parent account as an offset against shareholders’ equity. Accordingly, the corresponding net change in the due from Parent account has been included in the accompanying statements of cash flows as a financing activity.

In 2012, the Company declared a dividend of \$159,034 and returned capital of \$72,064, which were settled through the due from Parent account, reducing the due from Parent account by \$231,098.

In 2014, the Company declared a dividend of \$35,000, which reduced the Company’s receivable from its Parent.

12. LITIGATION

The Company and UPS are defendants in various lawsuits brought by franchisees who operate Mail Boxes Etc. centers and The UPS Store locations. These lawsuits relate to the rebranding of the Mail Boxes Etc. centers to The UPS Store, The UPS Store business model, the representations made in connection with the rebranding and the sale of The UPS Store franchises, and UPS’s sale of services in the franchisee’s territories.

The Company has denied any liability with respect to these claims and intends to defend itself vigorously. Morgate LLC, et. al. (described in Item 3 of the Franchise Disclosure Document) includes claims brought by both individual plaintiffs and plaintiffs who elected to pursue their claims as a class. On March 5 and 6, 2013, the parties participated in a settlement conference and reached a settlement with the individual plaintiffs, who collectively owned 143 franchised centers, for \$4,200 which was recorded as of December 31, 2012, as an accrued liability and paid on November 8, 2013.

The claims of the class in Morgate LLC, et. al. are not part of the settlement, and those claims remain pending. At this time, the Company cannot determine the amount of liability or a range of liability that may result from the claims of the Morgate class and other pending litigation or whether such liability, if any, would have a material adverse effect on its financial condition, results of operations, or liquidity. Accordingly, no amounts have been accrued for this contingency.

13. SUBSEQUENT EVENTS

The Company evaluated subsequent events through April 28, 2015, which represents the date the financial statements were issued.

* * * * *

**AUDITED FINANCIAL STATEMENTS OF
UNITED PARCEL SERVICE, INC.**

Report of Independent Registered Public Accounting Firm

Board of Directors and Shareowners
United Parcel Service, Inc.
Atlanta, Georgia

We have audited the accompanying consolidated balance sheets of United Parcel Service, Inc. and subsidiaries (the “Company”) as of December 31, 2014 and 2013, and the related statements of consolidated income, consolidated comprehensive income, and consolidated cash flows for each of the three years in the period ended December 31, 2014. These financial statements are the responsibility of the Company’s management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). 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 includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, such consolidated financial statements present fairly, in all material respects, the financial position of United Parcel Service, Inc. and subsidiaries at December 31, 2014 and 2013, and the results of their operations and their cash flows for each of the three years in the period ended December 31, 2014, in conformity with accounting principles generally accepted in the United States of America.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the Company’s internal control over financial reporting as of December 31, 2014, based on the criteria established in *Internal Control—Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission and our report dated February 27, 2015 expressed an unqualified opinion on the Company’s internal control over financial reporting.

/s/ Deloitte & Touche LLP

Atlanta, Georgia
February 27, 2015

UNITED PARCEL SERVICE, INC. AND SUBSIDIARIES
CONSOLIDATED BALANCE SHEETS
(In millions)

| | December 31, | |
|---|------------------|------------------|
| | 2014 | 2013 |
| ASSETS | | |
| Current Assets: | | |
| Cash and cash equivalents | \$ 2,291 | \$ 4,665 |
| Marketable securities | 992 | 580 |
| Accounts receivable, net | 6,661 | 6,502 |
| Deferred income tax assets | 590 | 684 |
| Other current assets | 1,274 | 956 |
| Total Current Assets | 11,808 | 13,387 |
| Property, Plant and Equipment, Net | 18,281 | 17,961 |
| Goodwill | 2,184 | 2,190 |
| Intangible Assets, Net | 847 | 775 |
| Investments and Restricted Cash | 489 | 444 |
| Derivative Assets | 515 | 323 |
| Deferred Income Tax Assets | 652 | 110 |
| Other Non-Current Assets | 695 | 1,022 |
| Total Assets | <u>\$ 35,471</u> | <u>\$ 36,212</u> |
| LIABILITIES AND SHAREOWNERS' EQUITY | | |
| Current Liabilities: | | |
| Current maturities of long-term debt and commercial paper | \$ 923 | \$ 48 |
| Accounts payable | 2,754 | 2,478 |
| Accrued wages and withholdings | 2,373 | 2,325 |
| Self-insurance reserves | 656 | 719 |
| Other current liabilities | 1,933 | 1,561 |
| Total Current Liabilities | 8,639 | 7,131 |
| Long-Term Debt | 9,864 | 10,824 |
| Pension and Postretirement Benefit Obligations | 11,452 | 7,051 |
| Deferred Income Tax Liabilities | 83 | 1,244 |
| Self-Insurance Reserves | 1,916 | 2,059 |
| Other Non-Current Liabilities | 1,359 | 1,415 |
| Shareowners' Equity: | | |
| Class A common stock (201 and 212 shares issued in 2014 and 2013) | 2 | 2 |
| Class B common stock (705 and 712 shares issued in 2014 and 2013) | 7 | 7 |
| Additional paid-in capital | — | — |
| Retained earnings | 5,726 | 6,925 |
| Accumulated other comprehensive loss | (3,594) | (460) |
| Deferred compensation obligations | 59 | 69 |
| Less: Treasury stock (1 share in 2014 and 2013) | (59) | (69) |
| Total Equity for Controlling Interests | 2,141 | 6,474 |
| Noncontrolling Interests | 17 | 14 |
| Total Shareowners' Equity | 2,158 | 6,488 |
| Total Liabilities and Shareowners' Equity | <u>\$ 35,471</u> | <u>\$ 36,212</u> |

See notes to consolidated financial statements.

UNITED PARCEL SERVICE, INC. AND SUBSIDIARIES
STATEMENTS OF CONSOLIDATED INCOME
(In millions, except per share amounts)

| | Years Ended December 31, | | |
|----------------------------------|--------------------------|-----------|-----------|
| | 2014 | 2013 | 2012 |
| Revenue | \$ 58,232 | \$ 55,438 | \$ 54,127 |
| Operating Expenses: | | | |
| Compensation and benefits | 32,045 | 28,557 | 33,102 |
| Repairs and maintenance | 1,371 | 1,240 | 1,228 |
| Depreciation and amortization | 1,923 | 1,867 | 1,858 |
| Purchased transportation | 8,460 | 7,486 | 7,354 |
| Fuel | 3,883 | 4,027 | 4,090 |
| Other occupancy | 1,044 | 950 | 902 |
| Other expenses | 4,538 | 4,277 | 4,250 |
| Total Operating Expenses | 53,264 | 48,404 | 52,784 |
| Operating Profit | 4,968 | 7,034 | 1,343 |
| Other Income and (Expense): | | | |
| Investment income | 22 | 20 | 24 |
| Interest expense | (353) | (380) | (393) |
| Total Other Income and (Expense) | (331) | (360) | (369) |
| Income Before Income Taxes | 4,637 | 6,674 | 974 |
| Income Tax Expense | 1,605 | 2,302 | 167 |
| Net Income | \$ 3,032 | \$ 4,372 | \$ 807 |
| Basic Earnings Per Share | \$ 3.31 | \$ 4.65 | \$ 0.84 |
| Diluted Earnings Per Share | \$ 3.28 | \$ 4.61 | \$ 0.83 |

STATEMENTS OF CONSOLIDATED COMPREHENSIVE INCOME (LOSS)
(In millions)

| | Years Ended December 31, | | |
|---|--------------------------|----------|--------|
| | 2014 | 2013 | 2012 |
| Net income | \$ 3,032 | \$ 4,372 | \$ 807 |
| Change in foreign currency translation adjustment, net of tax | (331) | (260) | 294 |
| Change in unrealized gain (loss) on marketable securities, net of tax | 1 | (7) | — |
| Change in unrealized gain (loss) on cash flow hedges, net of tax | 280 | 67 | (82) |
| Change in unrecognized pension and postretirement benefit costs, net of tax | (3,084) | 3,094 | (463) |
| Comprehensive income (loss) | \$ (102) | \$ 7,266 | \$ 556 |

See notes to consolidated financial statements.

UNITED PARCEL SERVICE, INC. AND SUBSIDIARIES
STATEMENTS OF CONSOLIDATED CASH FLOWS
(In millions)

| | Years Ended December 31, | | |
|--|--------------------------|-----------------|-----------------|
| | 2014 | 2013 | 2012 |
| Cash Flows From Operating Activities: | | | |
| Net income | \$ 3,032 | \$ 4,372 | \$ 807 |
| Adjustments to reconcile net income to net cash from operating activities: | | | |
| Depreciation and amortization | 1,923 | 1,867 | 1,858 |
| Pension and postretirement benefit expense | 3,040 | 1,115 | 5,753 |
| Pension and postretirement benefit contributions | (1,258) | (212) | (917) |
| Settlement of postretirement benefit obligation | (2,271) | — | — |
| Self-insurance reserves | (201) | 34 | 156 |
| Deferred tax expense | 385 | (246) | (2,083) |
| Stock compensation expense | 536 | 513 | 547 |
| Other (gains) losses | 218 | 35 | 1,082 |
| Changes in assets and liabilities, net of effect of acquisitions: | | | |
| Accounts receivable | (523) | (515) | (124) |
| Other current assets | 112 | (13) | 10 |
| Accounts payable | 276 | 218 | (58) |
| Accrued wages and withholdings | 106 | 416 | 98 |
| Other current liabilities | 317 | (140) | 206 |
| Other operating activities | 34 | (140) | (119) |
| Net cash from operating activities | <u>5,726</u> | <u>7,304</u> | <u>7,216</u> |
| Cash Flows From Investing Activities: | | | |
| Capital expenditures | (2,328) | (2,065) | (2,153) |
| Proceeds from disposals of property, plant and equipment | 53 | 104 | 95 |
| Purchases of marketable securities | (3,525) | (2,948) | (2,357) |
| Sales and maturities of marketable securities | 3,106 | 2,957 | 2,985 |
| Net decrease in finance receivables | 44 | 39 | 101 |
| Cash paid for business acquisitions | (88) | (22) | (100) |
| Other investing activities | (63) | (179) | 94 |
| Net cash used in investing activities | <u>(2,801)</u> | <u>(2,114)</u> | <u>(1,335)</u> |
| Cash Flows From Financing Activities: | | | |
| Net change in short-term debt | — | — | — |
| Proceeds from long-term borrowings | 1,525 | 100 | 1,745 |
| Repayments of long-term borrowings | (1,694) | (1,875) | (16) |
| Purchases of common stock | (2,695) | (3,838) | (1,621) |
| Issuances of common stock | 274 | 491 | 301 |
| Dividends | (2,366) | (2,260) | (2,130) |
| Other financing activities | (205) | (425) | (96) |
| Net cash used in financing activities | <u>(5,161)</u> | <u>(7,807)</u> | <u>(1,817)</u> |
| Effect Of Exchange Rate Changes On Cash And Cash Equivalents | <u>(138)</u> | <u>(45)</u> | <u>229</u> |
| Net Increase (Decrease) In Cash And Cash Equivalents | <u>(2,374)</u> | <u>(2,662)</u> | <u>4,293</u> |
| Cash And Cash Equivalents: | | | |
| Beginning of period | 4,665 | 7,327 | 3,034 |
| End of period | <u>\$ 2,291</u> | <u>\$ 4,665</u> | <u>\$ 7,327</u> |
| Cash Paid During The Period For: | | | |
| Interest (net of amount capitalized) | \$ 366 | \$ 409 | \$ 381 |
| Income taxes | <u>\$ 1,524</u> | <u>\$ 2,712</u> | <u>\$ 1,988</u> |

See notes to consolidated financial statements.

UNITED PARCEL SERVICE, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 1. SUMMARY OF ACCOUNTING POLICIES

Basis of Financial Statements and Business Activities

The accompanying consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the United States (“GAAP”), and include the accounts of United Parcel Service, Inc., and all of its consolidated subsidiaries (collectively “UPS” or the “Company”). All intercompany balances and transactions have been eliminated.

UPS concentrates its operations in the field of transportation services, primarily domestic and international letter and package delivery. Through our Supply Chain & Freight subsidiaries, we are also a global provider of specialized transportation, logistics, and financial services.

Use of Estimates

The preparation of our consolidated financial statements requires the use of estimates and assumptions that affect the reported amounts of assets and liabilities, the reported amounts of revenues and expenses and the disclosure of contingencies. Estimates have been prepared on the basis of the most current and best information, and actual results could differ materially from those estimates.

Revenue Recognition

U.S. Domestic and International Package Operations—Revenue is recognized upon delivery of a letter or package.

Forwarding and Logistics—Freight forwarding revenue and the expense related to the transportation of freight are recognized at the time the services are completed. Material management and distribution revenue is recognized upon performance of the service provided. Customs brokerage revenue is recognized upon completing documents necessary for customs entry purposes.

Freight—Revenue is recognized upon delivery of a less-than-truckload (“LTL”) or truckload (“TL”) shipment.

We utilize independent contractors and third-party carriers in the performance of some transportation services. In situations where we act as principal party to the transaction, we recognize revenue on a gross basis; in circumstances where we act as an agent, we recognize revenue net of the cost of the purchased transportation.

Financial Services—Income on loans and direct finance leases is recognized on the effective interest method. Accrual of interest income is suspended at the earlier of the time at which collection of an account becomes doubtful or the account becomes 90 days delinquent. Income on operating leases is recognized on the straight-line method over the terms of the underlying leases.

Cash and Cash Equivalents

Cash and cash equivalents consist of highly liquid investments that are readily convertible into cash. We consider securities with maturities of three months or less, when purchased, to be cash equivalents. The carrying amount of these securities approximates fair value because of the short-term maturity of these instruments.

Investments

Marketable securities are either classified as trading or available-for-sale securities and are carried at fair value. Unrealized gains and losses on trading securities are reported as investment income on the statements of consolidated income. Unrealized gains and losses on available-for-sale securities are reported as accumulated other comprehensive income (“AOCI”), a separate component of shareowners’ equity. The amortized cost of debt securities is adjusted for amortization of premiums and accretion of discounts to maturity. Such amortization and accretion is included in investment income, along with interest and dividends. The cost of securities sold is based on the specific identification method; realized gains and losses resulting from such sales are included in investment income.

We periodically review our available-for-sale investments for indications of other-than-temporary impairment considering many factors, including the extent and duration to which a security’s fair value has been less than its cost, overall economic and market conditions and the financial condition and specific prospects for the issuer. Impairment of available-for-sale securities results in a charge to income when a market decline below cost is other-than-temporary.

UNITED PARCEL SERVICE, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Accounts Receivable

Losses on accounts receivable are recognized when they are incurred, which requires us to make our best estimate of the probable losses inherent in our customer receivables at each balance sheet date. These estimates require consideration of historical loss experience, adjusted for current conditions, trends in customer payment frequency, and judgments about the probable effects of relevant observable data, including present economic conditions and the financial health of specific customers and market sectors. Our risk management process includes standards and policies for reviewing major account exposures and concentrations of risk.

Our total allowance for doubtful accounts as of December 31, 2014 and 2013 was \$121 and \$122 million, respectively. Our total provision for doubtful accounts charged to expense during the years ended December 31, 2014, 2013 and 2012 was \$143, \$129 and \$155 million, respectively.

Inventories

Jet fuel, diesel, and unleaded gasoline inventories are valued at the lower of average cost or market. Fuel and other materials and supplies inventories are recognized as inventory when purchased, and then charged to expense when used in our operations. Total inventories were \$344 and \$403 million as of December 31, 2014 and 2013, respectively, and are included in “other current assets” on the consolidated balance sheets.

Property, Plant and Equipment

Property, plant and equipment are carried at cost. Depreciation and amortization are provided by the straight-line method over the estimated useful lives of the assets, which are as follows: Vehicles—3 to 15 years; Aircraft—12 to 30 years; Buildings—20 to 40 years; Leasehold Improvements—lesser of asset useful life or lease term; Plant Equipment—3 to 20 years; Technology Equipment—3 to 5 years. The costs of major airframe and engine overhauls, as well as routine maintenance and repairs, are charged to expense as incurred.

Interest incurred during the construction period of certain property, plant and equipment is capitalized until the underlying assets are placed in service, at which time amortization of the capitalized interest begins, straight-line, over the estimated useful lives of the related assets. Capitalized interest was \$11, \$14 and \$18 million for 2014, 2013, and 2012, respectively.

We review long-lived assets for impairment when circumstances indicate the carrying amount of an asset may not be recoverable based on the undiscounted future cash flows of the asset. If the carrying amount of the asset is determined not to be recoverable, a write-down to fair value is recorded. Fair values are determined based on quoted market values, discounted cash flows, or external appraisals, as applicable. We review long-lived assets for impairment at the individual asset or the asset group level for which the lowest level of independent cash flows can be identified.

Goodwill and Intangible Assets

Costs of purchased businesses in excess of net identifiable assets acquired (goodwill), and indefinite-lived intangible assets are tested for impairment at least annually, unless changes in circumstances indicate an impairment may have occurred sooner. We are required to test goodwill on a “reporting unit” basis. A reporting unit is the operating segment unless, for businesses within that operating segment, discrete financial information is prepared and regularly reviewed by management, in which case such a component business is the reporting unit.

In assessing goodwill for impairment, we initially evaluate qualitative factors to determine if it is more likely than not that the fair value of a reporting unit is less than its carrying amount. We consider several factors, including macroeconomic conditions, industry and market conditions, overall financial performance of the reporting unit, changes in management, strategy or customers, and relevant reporting unit-specific events such as a change in the carrying amount of net assets, a more likely than not expectation of selling or disposing all, or a portion, of a reporting unit, and the testing for recoverability of a significant asset group within a reporting unit. If this qualitative assessment results in a conclusion that it is more likely than not that the fair value of a reporting unit exceeds the carrying value, then no further testing is performed for that reporting unit.

UNITED PARCEL SERVICE, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

If the qualitative assessment is not conclusive and it is necessary to calculate the fair value of a reporting unit, then we utilize a two-step process to test goodwill for impairment. First, a comparison of the fair value of the applicable reporting unit with the aggregate carrying value, including goodwill, is performed. If the carrying amount of a reporting unit exceeds its calculated fair value, then the second step is performed, and an impairment charge is recognized for the amount, if any, by which the carrying amount of goodwill exceeds its implied fair value. We primarily determine the fair value of our reporting units using a discounted cash flow model, and supplement this with observable valuation multiples for comparable companies, as applicable.

Finite-lived intangible assets, including trademarks, licenses, patents, customer lists, non-compete agreements and franchise rights are amortized on a straight-line basis over the estimated useful lives of the assets, which range from 1 to 22 years. Capitalized software is amortized over 5 years.

Self-Insurance Accruals

We self-insure costs associated with workers' compensation claims, automotive liability, health and welfare, and general business liabilities, up to certain limits. Insurance reserves are established for estimates of the loss that we will ultimately incur on reported claims, as well as estimates of claims that have been incurred but not yet reported. Recorded balances are based on reserve levels, which incorporate historical loss experience and judgments about the present and expected levels of cost per claim.

Pension and Postretirement Benefits

We incur certain employment-related expenses associated with pension and postretirement medical benefits. These pension and postretirement medical benefit costs for company-sponsored benefit plans are calculated using various actuarial assumptions and methodologies, including discount rates, expected returns on plan assets, healthcare cost trend rates, inflation, compensation increase rates, mortality rates, and other factors. Actuarial assumptions are reviewed on an annual basis, unless circumstances require an interim remeasurement date for any of our plans.

We recognize changes in the fair value of plan assets and net actuarial gains or losses in excess of a corridor (defined as 10% of the greater of the fair value of plan assets or the plans' projected benefit obligations) in pension expense annually at December 31st each year. The remaining components of pension expense, primarily service and interest costs and the expected return on plan assets, are recorded on a quarterly basis.

We participate in a number of trustee-managed multiemployer pension and health and welfare plans for employees covered under collective bargaining agreements. Our contributions to these plans are determined in accordance with the respective collective bargaining agreements. We recognize expense for the contractually required contribution for each period, and we recognize a liability for any contributions due and unpaid (included in "other current liabilities").

Income Taxes

Income taxes are accounted for on an asset and liability approach that requires the recognition of deferred tax assets and liabilities for the expected future tax consequences of events that have been recognized in our consolidated financial statements or tax returns. In estimating future tax consequences, we generally consider all expected future events other than proposed changes in the tax law or rates. Valuation allowances are provided if it is more likely than not that a deferred tax asset will not be realized.

We recognize liabilities for uncertain tax positions based on a two-step process. The first step is to evaluate the tax position for recognition by determining if the weight of available evidence indicates that it is more likely than not that the position will be sustained on audit, including resolution of related appeals or litigation processes, if any. Once it is determined that the position meets the recognition threshold, the second step requires us to estimate and measure the tax benefit as the largest amount that is more likely than not to be realized upon ultimate settlement. It is inherently difficult and subjective to estimate such amounts, as we have to determine the probability of various possible outcomes. We reevaluate these uncertain tax positions on a quarterly basis. This evaluation is based on factors including, but not limited to, changes in facts or circumstances, changes in tax law, effectively settled issues under audit, and new audit activity. Such a change in recognition or measurement could result in the recognition of a tax benefit or an additional charge to the tax provision.

UNITED PARCEL SERVICE, INC. AND SUBSIDIARIES
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Foreign Currency Translation

We translate the results of operations of our foreign subsidiaries using average exchange rates during each period, whereas balance sheet accounts are translated using exchange rates at the end of each period. Balance sheet currency translation adjustments are recorded in AOCI. Pre-tax currency transaction gains, net of hedging, included in other operating expenses and investment income were \$14, \$76 and \$10 million in 2014, 2013 and 2012, respectively.

Stock-Based Compensation

All share-based awards to employees are measured based on their fair values and expensed over the period during which an employee is required to provide service in exchange for the award (the vesting period). We issue employee share-based awards under the UPS Incentive Compensation Plan that are subject to specific vesting conditions; generally, the awards cliff vest or vest ratably over a three or five year period (the "nominal vesting period") or at the date the employee retires (as defined by the plan), if earlier. Compensation cost is recognized immediately for awards granted to retirement-eligible employees, or over the period from the grant date to the date retirement eligibility is achieved, if that is expected to occur during the nominal vesting period.

Fair Value Measurements

Our financial assets and liabilities measured at fair value on a recurring basis have been categorized based upon a fair value hierarchy. Level 1 inputs utilize quoted prices in active markets for identical assets or liabilities. Level 2 inputs are based on other observable market data, such as quoted prices for similar assets and liabilities, and inputs other than quoted prices that are observable, such as interest rates and yield curves. Level 3 inputs are developed from unobservable data reflecting our own assumptions, and include situations where there is little or no market activity for the asset or liability.

Certain non-financial assets and liabilities are measured at fair value on a nonrecurring basis, including property, plant, and equipment, goodwill and intangible assets. These assets are not measured at fair value on a recurring basis; however, they are subject to fair value adjustments in certain circumstances, such as when there is evidence of an impairment. A general description of the valuation methodologies used for assets and liabilities measured at fair value, including the general classification of such assets and liabilities pursuant to the valuation hierarchy, is included in each footnote with fair value measurements present.

Derivative Instruments

All financial derivative instruments are recorded on our consolidated balance sheets at fair value. Derivatives not designated as hedges must be adjusted to fair value through income. If a derivative is designated as a hedge, changes in its fair value that are considered to be effective, as defined, either (depending on the nature of the hedge) offset the change in fair value of the hedged assets, liabilities or firm commitments through income, or are recorded in AOCI until the hedged item is recorded in income. Any portion of a change in a hedge's fair value that is considered to be ineffective, or is excluded from the measurement of effectiveness, is recorded immediately in income.

Adoption of New Accounting Standards

In January 2014, the FASB issued an accounting standards update that adds new disclosure requirements for investments in qualified affordable housing projects through limited liability entities. If certain conditions are met, the cost of an entity's investment in proportion to the tax credits and other tax benefits it receives may be amortized and included as a component of income tax expense. In January 2008, we adopted the fair value option for our investments in certain investment partnerships that were previously accounted for under the equity method; therefore, this accounting standards update did not have any effect on our consolidated financial position or results of operations.

Other accounting pronouncements adopted during the periods covered by the consolidated financial statements did not have a material impact on our consolidated financial position or results of operations.

UNITED PARCEL SERVICE, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Accounting Standards Issued But Not Yet Effective

In April 2014, the FASB issued an accounting standards update that changes the requirements for reporting discontinued operations. This update will have the impact of reducing the frequency of disposals reported as discontinued operations, by requiring such a disposal to represent a strategic shift that has a major effect on an entity's operations and financial results. This update also expands the disclosures for discontinued operations, and requires new disclosures related to individually significant disposals that do not qualify as discontinued operations. This new guidance becomes effective for us prospectively in the first quarter of 2015. This amended guidance will only have a potential impact to the extent that we discontinue any operations in future periods.

In May 2014, the FASB issued an accounting standards update that changes the revenue recognition for companies that enter into contracts with customers to transfer goods or services. This amended guidance requires revenue to be recognized in an amount that reflects the consideration to which the company expects to be entitled for those goods and services when the performance obligation has been satisfied. This amended guidance also requires enhanced disclosures regarding the nature, amount, timing and uncertainty of revenue and related cash flows arising from contracts with customers. This amended guidance is effective for us beginning in the first quarter of 2017 and early adoption is not permitted. At this time, we do not expect this new guidance to have a material impact on our consolidated financial position or results of operations.

In June 2014, the FASB issued an accounting standards update for companies that grant their employees share-based payments in which the terms of the award provide that a performance target that affects vesting could be achieved after the requisite service period. This new guidance becomes effective for us beginning in the first quarter of 2015, but early adoption is permitted. This new guidance is not expected to have a material impact on our consolidated financial position or results of operations.

Other accounting pronouncements issued, but not effective until after December 31, 2014, are not expected to have a material impact on our consolidated financial position or results of operations.

Changes in Presentation

Certain prior year amounts have been reclassified to conform to the current year presentation. These reclassifications had no impact on our financial position or results of operations.

NOTE 2. CASH AND INVESTMENTS

The following is a summary of marketable securities classified as trading and available-for-sale at December 31, 2014 and 2013 (in millions):

| | Cost | Unrealized Gains | Unrealized Losses | Estimated Fair Value |
|--|---------------|---------------------|----------------------|-------------------------|
| 2014 | | | | |
| Current marketable securities: | | | | |
| U.S. government and agency debt securities | \$ 321 | \$ 1 | \$ (1) | \$ 321 |
| Mortgage and asset-backed debt securities | 89 | 1 | (1) | 89 |
| Corporate debt securities | 534 | — | — | 534 |
| U.S. state and local municipal debt securities | 2 | — | — | 2 |
| Other debt and equity securities | 46 | — | — | 46 |
| Total marketable securities | <u>\$ 992</u> | <u>\$ 2</u> | <u>\$ (2)</u> | <u>\$ 992</u> |

UNITED PARCEL SERVICE, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

| | <u>Cost</u> | <u>Unrealized Gains</u> | <u>Unrealized Losses</u> | <u>Estimated Fair Value</u> |
|--|---------------|-----------------------------|------------------------------|---------------------------------|
| 2013 | | | | |
| Current marketable securities: | | | | |
| U.S. government and agency debt securities | \$ 355 | \$ — | \$ (1) | \$ 354 |
| Mortgage and asset-backed debt securities | 76 | 1 | (2) | 75 |
| Corporate debt securities | 146 | 1 | (1) | 146 |
| U.S. state and local municipal debt securities | 2 | — | — | 2 |
| Other debt and equity securities | 3 | — | — | 3 |
| Total marketable securities | <u>\$ 582</u> | <u>\$ 2</u> | <u>\$ (4)</u> | <u>\$ 580</u> |

Of the total estimated fair value in marketable securities listed above, \$430 million as of December 31, 2014 was classified as "trading", with unrealized gains and losses recognized in investment income within the statements of consolidated income (no amounts were classified as "trading" as of December 31, 2013). The remaining estimated fair value of marketable securities was classified as "available-for-sale", with related unrealized gains and losses, net of tax, recognized in AOCI.

The gross realized gains on sales of marketable securities totaled \$1, \$11 and \$15 million in 2014, 2013, and 2012, respectively. The gross realized losses totaled \$0, \$6 and \$6 million in 2014, 2013, and 2012, respectively. There were no impairment losses recognized on marketable securities during 2014, 2013 or 2012.

Investment Other-Than-Temporary Impairments

We have concluded that no other-than-temporary impairment losses existed as of December 31, 2014. In making this determination, we considered the financial condition and prospects of the issuer, the magnitude of the losses compared with the investments' cost, the probability that we will be unable to collect all amounts due according to the contractual terms of the security, the credit rating of the security and our ability and intent to hold these investments until the anticipated recovery in market value occurs.

Unrealized Losses

The following table presents the age of gross unrealized losses and fair value by investment category for all securities in a loss position as of December 31, 2014 (in millions):

| | <u>Less Than 12 Months</u> | | <u>12 Months or More</u> | | <u>Total</u> | |
|--|----------------------------|------------------------------|--------------------------|------------------------------|-------------------|------------------------------|
| | <u>Fair Value</u> | <u>Unrealized Losses</u> | <u>Fair Value</u> | <u>Unrealized Losses</u> | <u>Fair Value</u> | <u>Unrealized Losses</u> |
| U.S. government and agency debt securities | \$ 147 | \$ (1) | \$ — | \$ — | \$ 147 | \$ (1) |
| Mortgage and asset-backed debt securities | — | — | 21 | (1) | 21 | (1) |
| Corporate debt securities | — | — | — | — | — | — |
| U.S. state and local municipal debt securities | — | — | — | — | — | — |
| Other debt and equity securities | — | — | — | — | — | — |
| Total marketable securities | <u>\$ 147</u> | <u>\$ (1)</u> | <u>\$ 21</u> | <u>\$ (1)</u> | <u>\$ 168</u> | <u>\$ (2)</u> |

The unrealized losses for the U.S. government and agency debt securities and mortgage and asset-backed debt securities are primarily due to changes in market interest rates. We have both the intent and ability to hold the securities contained in the previous table for a time necessary to recover the cost basis.

UNITED PARCEL SERVICE, INC. AND SUBSIDIARIES
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Maturity Information

The amortized cost and estimated fair value of marketable securities at December 31, 2014, by contractual maturity, are shown below (in millions). Actual maturities may differ from contractual maturities because the issuers of the securities may have the right to prepay obligations without prepayment penalties.

| | Cost | Estimated Fair Value |
|--|---------------|-------------------------|
| Due in one year or less | \$ 459 | \$ 459 |
| Due after one year through three years | 439 | 439 |
| Due after three years through five years | 15 | 15 |
| Due after five years | 77 | 77 |
| | 990 | 990 |
| Equity securities | 2 | 2 |
| | <u>\$ 992</u> | <u>\$ 992</u> |

Non-Current Investments and Restricted Cash

Restricted cash is primarily associated with our self-insurance requirements. We entered into an escrow agreement with an insurance carrier to guarantee our self-insurance obligations. This agreement requires us to provide cash collateral to the insurance carrier, which is invested in money market funds and similar cash equivalent type assets. Additional cash collateral provided is reflected in "other investing activities" in the statements of consolidated cash flows. As of December 31, 2014 and 2013, we had \$442 and \$425 million in self-insurance restricted cash, respectively.

We held a \$19 million investment in a variable life insurance policy to fund benefits for the UPS Excess Coordinating Benefit Plan at both December 31, 2014 and 2013. The quarterly change in investment fair value is recognized in "investment income" on the statements of consolidated income. Additionally, we held escrowed cash related to the acquisition and disposition of certain assets, primarily real estate, of \$28 million as of December 31, 2014 (none as of December 31, 2013).

The amounts described above are classified as "investments and restricted cash" in the consolidated balance sheets.

Fair Value Measurements

Marketable securities utilizing Level 1 inputs include active exchange-traded equity securities and equity index funds, and most U.S. Government debt securities, as these securities all have quoted prices in active markets. Marketable securities utilizing Level 2 inputs include asset-backed securities, corporate bonds and municipal bonds. These securities are valued using market corroborated pricing, matrix pricing or other models that utilize observable inputs such as yield curves.

We maintain holdings in certain investment partnerships that are measured at fair value utilizing Level 3 inputs (classified as "other investments" in the tables below, and as "other non-current assets" in the consolidated balance sheets). These partnership holdings do not have quoted prices, nor can they be valued using inputs based on observable market data. These investments are valued internally using a discounted cash flow model with two significant inputs: (1) the after-tax cash flow projections for each partnership, and (2) a risk-adjusted discount rate consistent with the duration of the expected cash flows for each partnership. The weighted-average discount rates used to value these investments were 7.81% and 8.65% as of December 31, 2014 and 2013, respectively. These inputs and the resulting fair values are updated on a quarterly basis.

The following table presents information about our investments measured at fair value on a recurring basis as of December 31, 2014 and 2013, and indicates the fair value hierarchy of the valuation techniques utilized to determine such fair value (in millions):

UNITED PARCEL SERVICE, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

| | Quoted Prices in Active Markets for Identical Assets (Level 1) | Significant Other Observable Inputs (Level 2) | Significant Unobservable Inputs (Level 3) | Total |
|--|--|--|--|-----------------|
| 2014 | | | | |
| Marketable securities: | | | | |
| U.S. government and agency debt securities | \$ 321 | \$ — | \$ — | \$ 321 |
| Mortgage and asset-backed debt securities | — | 89 | — | 89 |
| Corporate debt securities | — | 534 | — | 534 |
| U.S. state and local municipal debt securities | — | 2 | — | 2 |
| Other debt and equity securities | — | 46 | — | 46 |
| Total marketable securities | 321 | 671 | — | 992 |
| Other investments | 19 | — | 64 | 83 |
| Total | <u>\$ 340</u> | <u>\$ 671</u> | <u>\$ 64</u> | <u>\$ 1,075</u> |

| | Quoted Prices in Active Markets for Identical Assets (Level 1) | Significant Other Observable Inputs (Level 2) | Significant Unobservable Inputs (Level 3) | Total |
|--|--|---|--|---------------|
| 2013 | | | | |
| Marketable securities: | | | | |
| U.S. government and agency debt securities | \$ 353 | \$ 1 | \$ — | \$ 354 |
| Mortgage and asset-backed debt securities | — | 75 | — | 75 |
| Corporate debt securities | — | 146 | — | 146 |
| U.S. state and local municipal debt securities | — | 2 | — | 2 |
| Other debt and equity securities | — | 3 | — | 3 |
| Total marketable securities | 353 | 227 | — | 580 |
| Other investments | 19 | — | 110 | 129 |
| Total | <u>\$ 372</u> | <u>\$ 227</u> | <u>\$ 110</u> | <u>\$ 709</u> |

The following table presents the changes in the above Level 3 instruments measured on a recurring basis for the years ended December 31, 2014 and 2013 (in millions).

| | Marketable Securities | Other Investments | Total |
|--|--------------------------|----------------------|---------------|
| Balance on January 1, 2013 | \$ — | \$ 163 | \$ 163 |
| Transfers into (out of) Level 3 | — | — | — |
| Net realized and unrealized gains (losses): | | | |
| Included in earnings (in investment income) | — | (53) | (53) |
| Included in accumulated other comprehensive income (pre-tax) | — | — | — |
| Purchases | — | — | — |
| Settlements | — | — | — |
| Balance on December 31, 2013 | <u>\$ —</u> | <u>\$ 110</u> | <u>\$ 110</u> |
| Transfers into (out of) Level 3 | — | — | — |
| Net realized and unrealized gains (losses): | | | |
| Included in earnings (in investment income) | — | (46) | (46) |
| Included in accumulated other comprehensive income (pre-tax) | — | — | — |
| Purchases | — | — | — |
| Settlements | — | — | — |
| Balance on December 31, 2014 | <u>\$ —</u> | <u>\$ 64</u> | <u>\$ 64</u> |

UNITED PARCEL SERVICE, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 3. PROPERTY, PLANT AND EQUIPMENT

Property, plant and equipment, including both owned assets as well as assets subject to capital leases, consists of the following as of December 31 (in millions):

| | 2014 | 2013 |
|---|------------------|------------------|
| Vehicles | \$ 7,542 | \$ 6,762 |
| Aircraft | 15,801 | 15,772 |
| Land | 1,145 | 1,163 |
| Buildings | 3,276 | 3,260 |
| Building and leasehold improvements | 3,266 | 3,116 |
| Plant equipment | 7,649 | 7,221 |
| Technology equipment | 1,608 | 1,569 |
| Equipment under operating leases | 34 | 44 |
| Construction-in-progress | 299 | 244 |
| | <u>40,620</u> | <u>39,151</u> |
| Less: Accumulated depreciation and amortization | <u>(22,339)</u> | <u>(21,190)</u> |
| | <u>\$ 18,281</u> | <u>\$ 17,961</u> |

We continually monitor our aircraft fleet utilization in light of current and projected volume levels, aircraft fuel prices and other factors. Additionally, we monitor our other property, plant and equipment categories for any indicators that the carrying value of the assets may not be recoverable. No impairment charges on property, plant and equipment were recorded in 2014, 2013 or 2012.

NOTE 4. COMPANY-SPONSORED EMPLOYEE BENEFIT PLANS

We sponsor various retirement and pension plans, including defined benefit and defined contribution plans which cover our employees worldwide.

U.S. Pension Benefits

In the U.S. we maintain the following single-employer defined benefit pension plans: The UPS Retirement Plan, the UPS Pension Plan, the UPS IBT Pension Plan and the UPS Excess Coordinating Benefit Plan, a non-qualified plan.

The UPS Retirement Plan is noncontributory and includes substantially all eligible employees of participating domestic subsidiaries who are not members of a collective bargaining unit, as well as certain employees covered by a collective bargaining agreement. This plan generally provides for retirement benefits based on average compensation levels earned by employees prior to retirement. Benefits payable under this plan are subject to maximum compensation limits and the annual benefit limits for a tax-qualified defined benefit plan as prescribed by the Internal Revenue Service (“IRS”).

The UPS Excess Coordinating Benefit Plan is a non-qualified plan that provides benefits to certain participants in the UPS Retirement Plan for amounts that exceed the benefit limits described above.

The UPS Pension Plan is noncontributory and includes certain eligible employees of participating domestic subsidiaries and members of collective bargaining units that elect to participate in the plan. This plan generally provides for retirement benefits based on service credits earned by employees prior to retirement.

The UPS IBT Pension Plan is noncontributory and includes employees that were previously members of the Central States, Southeast and Southwest Areas Pension Fund (“Central States Pension Fund”), a multiemployer pension plan, in addition to other eligible employees who are covered under certain collective bargaining agreements. This plan generally provides for retirement benefits based on service credits earned by employees prior to retirement.

International Pension Benefits

We also sponsor various defined benefit plans covering certain of our international employees. The majority of our international obligations are for defined benefit plans in Canada and the United Kingdom. In addition, many of our international employees are covered by government-sponsored retirement and pension plans. We are not directly responsible for providing benefits to participants of government-sponsored plans.

UNITED PARCEL SERVICE, INC. AND SUBSIDIARIES
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U.S. Postretirement Medical Benefits

We also sponsor postretirement medical plans in the U.S. that provide healthcare benefits to our retirees who meet certain eligibility requirements and who are not otherwise covered by multiemployer plans. Generally, this includes employees with at least 10 years of service who have reached age 55 and employees who are eligible for postretirement medical benefits from a Company-sponsored plan pursuant to collective bargaining agreements. We have the right to modify or terminate certain of these plans. These benefits have been provided to certain retirees on a noncontributory basis; however, in many cases, retirees are required to contribute all or a portion of the total cost of the coverage.

Defined Contribution Plans

We also sponsor several defined contribution plans for all employees not covered under collective bargaining agreements, and for certain employees covered under collective bargaining agreements. The Company matches, in shares of UPS common stock or cash, a portion of the participating employees' contributions. Matching contributions charged to expense were \$95, \$90 and \$83 million for 2014, 2013 and 2012, respectively.

Contributions are also made to defined contribution money purchase plans under certain collective bargaining agreements. Amounts charged to expense were \$82, \$80 and \$80 million for 2014, 2013 and 2012, respectively.

Net Periodic Benefit Cost

Information about net periodic benefit cost for the company-sponsored pension and postretirement benefit plans is as follows (in millions):

| | U.S. Pension Benefits | | | U.S. Postretirement Medical Benefits | | | International Pension Benefits | | |
|---------------------------------|-----------------------|---------------|-----------------|--------------------------------------|---------------|---------------|--------------------------------|--------------|--------------|
| | 2014 | 2013 | 2012 | 2014 | 2013 | 2012 | 2014 | 2013 | 2012 |
| Net Periodic Cost: | | | | | | | | | |
| Service cost | \$ 1,137 | \$ 1,349 | \$ 998 | \$ 62 | \$ 103 | \$ 89 | \$ 43 | \$ 47 | \$ 41 |
| Interest cost | 1,604 | 1,449 | 1,410 | 152 | 185 | 208 | 49 | 44 | 41 |
| Expected return on assets | (2,257) | (2,147) | (1,970) | (25) | (33) | (18) | (61) | (55) | (47) |
| Amortization of: | | | | | | | | | |
| Transition obligation | — | — | — | — | — | — | — | — | — |
| Prior service cost | 169 | 172 | 173 | — | 4 | 5 | 1 | 2 | 2 |
| Actuarial (gain) loss | 991 | — | 4,388 | 767 | — | 374 | 48 | — | 69 |
| Curtailment and settlement loss | — | — | — | 356 | — | — | — | — | — |
| Other | — | — | — | — | — | — | 4 | (5) | (10) |
| Net periodic benefit cost | <u>\$ 1,644</u> | <u>\$ 823</u> | <u>\$ 4,999</u> | <u>\$ 1,312</u> | <u>\$ 259</u> | <u>\$ 658</u> | <u>\$ 84</u> | <u>\$ 33</u> | <u>\$ 96</u> |

The curtailment and settlement loss in 2014 for the U.S. postretirement medical benefit plans is discussed further in note 5 under the section entitled "Accounting Impact of Health and Welfare Plan Changes".

Actuarial Assumptions

The table below provides the weighted-average actuarial assumptions used to determine the net periodic benefit cost.

| | U.S. Pension Benefits | | | U.S. Postretirement Medical Benefits | | | International Pension Benefits | | |
|-------------------------------|-----------------------|-------|-------|--------------------------------------|-------|-------|--------------------------------|-------|-------|
| | 2014 | 2013 | 2012 | 2014 | 2013 | 2012 | 2014 | 2013 | 2012 |
| Discount rate | 5.32% | 4.42% | 5.64% | 4.89% | 4.21% | 5.47% | 4.35% | 4.00% | 4.63% |
| Rate of compensation increase | 4.29% | 4.16% | 4.50% | N/A | N/A | N/A | 3.22% | 3.03% | 3.58% |
| Expected return on assets | 8.75% | 8.75% | 8.75% | 8.75% | 8.75% | 8.75% | 6.29% | 6.90% | 7.20% |

UNITED PARCEL SERVICE, INC. AND SUBSIDIARIES
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The table below provides the weighted-average actuarial assumptions used to determine the benefit obligations of our plans.

| | U.S. Pension Benefits | | U.S. Postretirement Medical Benefits | | International Pension Benefits | |
|-------------------------------|-----------------------|-------|--------------------------------------|-------|--------------------------------|-------|
| | 2014 | 2013 | 2014 | 2013 | 2014 | 2013 |
| Discount rate | 4.40% | 5.32% | 4.18% | 5.14% | 3.56% | 4.40% |
| Rate of compensation increase | 4.29% | 4.29% | N/A | N/A | 3.08% | 3.30% |

A discount rate is used to determine the present value of our future benefit obligations. To determine our discount rate for our U.S. pension and postretirement benefit plans, we use a bond matching approach to select specific bonds that would satisfy our projected benefit payments. We believe the bond matching approach reflects the process we would employ to settle our pension and postretirement benefit obligations. For our international plans, the discount rate is determined by matching the expected cash flows of a sample plan of similar duration to a yield curve based on long-term, high quality fixed income debt instruments available as of the measurement date. These assumptions are updated each measurement date, which is typically annually.

As of December 31, 2014, the impact of each basis point change in the discount rate on the projected benefit obligation of the pension and postretirement medical benefit plans are as follows (in millions):

| | Increase (Decrease) in the Projected Benefit Obligation | | | |
|---|---|------|---------------------------------|-----|
| | Pension Benefits | | Postretirement Medical Benefits | |
| One basis point increase in discount rate | \$ | (65) | \$ | (3) |
| One basis point decrease in discount rate | \$ | 69 | \$ | 3 |

The Society of Actuaries' ("SOA") published mortality tables and improvement scales are used in developing the best estimate of mortality for plans in the U.S. On October 27, 2014, the SOA published updated mortality tables and an updated improvement scale, both of which reflect longer anticipated lifetimes. Based on an evaluation of these new tables and our perspective of future longevity, we updated the mortality assumptions for purposes of measuring pension and other postretirement benefit obligations at December 31, 2014. The change to the mortality assumption increased the year-end pension and other postretirement benefit obligations by \$1.119 billion and \$51 million, respectively. At December 31, 2014, we also revised the retirement assumptions for non-union plan participants based on recent retirement experience. The change to the retirement assumption decreased the year-end pension and other postretirement benefit obligations by \$383 and \$234 million, respectively.

An assumption for the expected return on plan assets is used to determine a component of net periodic benefit cost for the fiscal year. This assumption for our U.S. plans was developed using a long-term projection of returns for each asset class, and taking into consideration our target asset allocation. The expected return for each asset class is a function of passive, long-term capital market assumptions and excess returns generated from active management. The capital market assumptions used are provided by independent investment advisors, while excess return assumptions are supported by historical performance, fund mandates and investment expectations. In addition, we compare the expected return on asset assumption with the average historical rate of return these plans have been able to generate.

For plans outside the U.S., consideration is given to local market expectations of long-term returns. Strategic asset allocations are determined by plan, based on the nature of liabilities and considering the demographic composition of the plan participants.

Healthcare cost trends are used to project future postretirement benefits payable from our plans. For year-end 2014 U.S. plan obligations, future postretirement medical benefit costs were forecasted assuming an initial annual increase of 7.0%, decreasing to 4.5% by the year 2020 and with consistent annual increases at those ultimate levels thereafter.

UNITED PARCEL SERVICE, INC. AND SUBSIDIARIES
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Assumed healthcare cost trends can have a significant effect on the amounts reported for our postretirement medical plans. A one-percent change in assumed health care cost trend rates would have had the following effects on 2014 results (in millions):

| | 1% Increase | 1% Decrease |
|---|-------------|-------------|
| Effect on total of service cost and interest cost | \$ 4 | \$ (4) |
| Effect on postretirement benefit obligation | \$ 89 | \$ (98) |

Funded Status

The following table discloses the funded status of our plans and the amounts recognized in our consolidated balance sheets as of December 31 (in millions):

| | U.S. Pension Benefits | | U.S. Postretirement Medical Benefits | | International Pension Benefits | |
|---|-----------------------|-------------------|--------------------------------------|-------------------|--------------------------------|-----------------|
| | 2014 | 2013 | 2014 | 2013 | 2014 | 2013 |
| Funded Status: | | | | | | |
| Fair value of plan assets | \$ 28,828 | \$ 26,224 | \$ 259 | \$ 355 | \$ 1,042 | \$ 931 |
| Benefit obligation | (37,521) | (29,508) | (2,883) | (4,046) | (1,274) | (1,076) |
| Funded status recognized at December 31 | <u>\$ (8,693)</u> | <u>\$ (3,284)</u> | <u>\$ (2,624)</u> | <u>\$ (3,691)</u> | <u>\$ (232)</u> | <u>\$ (145)</u> |
| Funded Status Recognized in our Balance Sheet: | | | | | | |
| Other non-current assets | \$ — | \$ — | \$ — | \$ — | \$ 25 | \$ 47 |
| Other current liabilities | (17) | (16) | (102) | (97) | (3) | (3) |
| Pension and postretirement benefit obligations | (8,676) | (3,268) | (2,522) | (3,594) | (254) | (189) |
| Net liability at December 31 | <u>\$ (8,693)</u> | <u>\$ (3,284)</u> | <u>\$ (2,624)</u> | <u>\$ (3,691)</u> | <u>\$ (232)</u> | <u>\$ (145)</u> |
| Amounts Recognized in AOCI: | | | | | | |
| Unrecognized net prior service cost | \$ (1,122) | \$ (1,286) | \$ (32) | \$ (79) | \$ (7) | \$ (9) |
| Unrecognized net actuarial gain (loss) | (3,752) | 1,233 | (89) | (29) | (103) | (7) |
| Gross unrecognized cost at December 31 | (4,874) | (53) | (121) | (108) | (110) | (16) |
| Deferred tax asset at December 31 | 1,833 | 20 | 45 | 41 | 29 | 2 |
| Net unrecognized cost at December 31 | <u>\$ (3,041)</u> | <u>\$ (33)</u> | <u>\$ (76)</u> | <u>\$ (67)</u> | <u>\$ (81)</u> | <u>\$ (14)</u> |

The accumulated benefit obligation for our pension plans as of the measurement dates in 2014 and 2013 was \$35.867 and \$28.586 billion, respectively.

Benefit payments under the pension plans include \$19 and \$16 million paid from employer assets in 2014 and 2013, respectively. Benefit payments (net of participant contributions) under the postretirement medical benefit plans include \$122 and \$108 million paid from employer assets in 2014 and 2013, respectively. Such benefit payments from employer assets are also categorized as employer contributions.

At December 31, 2014 and 2013, the projected benefit obligation, the accumulated benefit obligation, and the fair value of plan assets for pension plans with benefit obligations in excess of plan assets were as follows (in millions):

| | Projected Benefit Obligation Exceeds the Fair Value of Plan Assets | | Accumulated Benefit Obligation Exceeds the Fair Value of Plan Assets | |
|--|--|-----------|--|-----------|
| | 2014 | 2013 | 2014 | 2013 |
| U.S. Pension Benefits: | | | | |
| Projected benefit obligation | \$ 37,521 | \$ 29,508 | \$ 37,521 | \$ 29,508 |
| Accumulated benefit obligation | 34,725 | 27,623 | 34,725 | 27,623 |
| Fair value of plan assets | 28,828 | 26,224 | 28,828 | 26,224 |
| International Pension Benefits: | | | | |
| Projected benefit obligation | \$ 510 | \$ 764 | \$ 474 | \$ 361 |
| Accumulated benefit obligation | 426 | 658 | 398 | 301 |
| Fair value of plan assets | 261 | 580 | 232 | 184 |

UNITED PARCEL SERVICE, INC. AND SUBSIDIARIES
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The accumulated postretirement benefit obligation exceeds plan assets for all of our U.S. postretirement medical benefit plans.

Benefit Obligations and Fair Value of Plan Assets

The following table provides a reconciliation of the changes in the plans' benefit obligations and fair value of plan assets as of the respective measurement dates in each year (in millions).

| | U.S. Pension Benefits | | U.S. Postretirement Medical Benefits | | International Pension Benefits | |
|---|-----------------------|------------------|--------------------------------------|-----------------|--------------------------------|-----------------|
| | 2014 | 2013 | 2014 | 2013 | 2014 | 2013 |
| Benefit Obligations: | | | | | | |
| Projected benefit obligation at beginning of year | \$ 29,508 | \$ 31,868 | \$ 4,046 | \$ 4,412 | \$ 1,076 | \$ 1,089 |
| Service cost | 1,137 | 1,349 | 62 | 103 | 43 | 47 |
| Interest cost | 1,604 | 1,449 | 152 | 185 | 49 | 44 |
| Gross benefits paid | (924) | (813) | (255) | (258) | (26) | (21) |
| Plan participants' contributions | — | — | 15 | 17 | 5 | 4 |
| Plan amendments | 5 | 140 | 65 | 4 | — | — |
| Actuarial (gain)/loss | 6,191 | (4,485) | 1,069 | (417) | 194 | (55) |
| Foreign currency exchange rate changes | — | — | — | — | (103) | (26) |
| Curtailments and settlements | — | — | (2,271) | — | (2) | (6) |
| Other | — | — | — | — | 38 | — |
| Projected benefit obligation at end of year | <u>\$ 37,521</u> | <u>\$ 29,508</u> | <u>\$ 2,883</u> | <u>\$ 4,046</u> | <u>\$ 1,274</u> | <u>\$ 1,076</u> |

| | U.S. Pension Benefits | | U.S. Postretirement Medical Benefits | | International Pension Benefits | |
|--|-----------------------|------------------|--------------------------------------|---------------|--------------------------------|---------------|
| | 2014 | 2013 | 2014 | 2013 | 2014 | 2013 |
| Fair Value of Plan Assets: | | | | | | |
| Fair value of plan assets at beginning of year | \$ 26,224 | \$ 24,941 | \$ 355 | \$ 460 | \$ 931 | \$ 801 |
| Actual return on plan assets | 2,471 | 2,082 | 22 | 28 | 106 | 81 |
| Employer contributions | 1,057 | 14 | 122 | 108 | 79 | 90 |
| Plan participants' contributions | — | — | 15 | 17 | 3 | 1 |
| Gross benefits paid | (924) | (813) | (255) | (258) | (26) | (21) |
| Foreign currency exchange rate changes | — | — | — | — | (79) | (20) |
| Curtailments and settlements | — | — | — | — | (2) | (1) |
| Other | — | — | — | — | 30 | — |
| Fair value of plan assets at end of year | <u>\$ 28,828</u> | <u>\$ 26,224</u> | <u>\$ 259</u> | <u>\$ 355</u> | <u>\$ 1,042</u> | <u>\$ 931</u> |

The curtailments and settlements amount in 2014 for the U.S. postretirement medical benefit plans is discussed further in note 5 under the section entitled "Accounting Impact of Health and Welfare Plan Changes".

Pension and Postretirement Plan Assets

The applicable benefit plan committees establish investment guidelines and strategies, and regularly monitor the performance of the funds and portfolio managers. Our investment guidelines address the following items: governance, general investment beliefs and principles, investment objectives, specific investment goals, process for determining/maintaining the asset allocation policy, long-term asset allocation, rebalancing, investment restrictions/prohibited transactions, portfolio manager structure and diversification (which addresses limits on the amount of investments held by any one manager to minimize risk), portfolio manager selection criteria, plan evaluation, portfolio manager performance review and evaluation, and risk management (including various measures used to evaluate risk tolerance).

UNITED PARCEL SERVICE, INC. AND SUBSIDIARIES
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We invest pension assets in accordance with applicable laws and regulations. The long-term primary investment objectives for our pension assets are to: (1) provide for a reasonable amount of long-term growth of capital, with prudent exposure to risk; and protect the assets from erosion of purchasing power; (2) provide investment results that meet or exceed the plans' expected long-term rate of return; and (3) match the duration of the liabilities and assets of the plans to reduce the potential risk of large employer contributions being necessary in the future. The plans strive to meet these objectives by employing portfolio managers to actively manage assets within the guidelines and strategies set forth by the benefit plan committees. These managers are evaluated by comparing their performance to applicable benchmarks.

Fair Value Measurements

Pension assets utilizing Level 1 inputs include equity investments, corporate debt instruments, and U.S. government securities. Fair values were determined by closing prices for those securities traded on national stock exchanges, while securities traded in the over-the-counter market and listed securities for which no sale was reported on the valuation date are valued at the mean between the last reported bid and asked prices.

Level 2 assets include certain bonds that are valued based on yields currently available on comparable securities of other issues with similar credit ratings, mortgage-backed securities that are valued based on cash flow and yield models using acceptable modeling and pricing conventions, and certain investments that are pooled with other investments held by the trustee in a commingled employee benefit trust fund. The investments in the commingled funds are valued by taking the percentage owned by the respective plan in the underlying net asset value of the trust fund, which was determined in accordance with the paragraph above.

Certain investments' estimated fair value is based on unobservable inputs that are not corroborated by observable market data and are thus classified as Level 3. These investments include commingled funds comprised of corporate and government bonds, hedge funds, real estate investments and private equity funds. The fair values may, due to the inherent uncertainty of valuation for those alternative investments, differ significantly from the values that would have been used had a ready market for the alternative investments existed, and the differences could be material. These investments are described further below:

- Hedge Funds: We maintain plan assets invested in hedge funds that pursue multiple strategies to diversify risk and reduce volatility. Investments in hedge funds are valued using reported net asset values as of December 31. These assets are primarily invested in a portfolio of diversified, direct investments and funds of hedge funds. Most of these funds allow redemptions either quarterly or semi-annually after a two to three month notice period, while other funds allow for redemption after only a brief notification period with no restriction on redemption frequency. At December 31, 2014, unfunded commitments to these hedge funds totaling approximately \$90 million are expected to be contributed over the remaining investment period, typically ranging between three and six years.
- Risk Parity Funds: We maintain plan assets invested in risk parity strategies in order to provide diversification and balance risk / return objectives. Investments in risk parity funds are valued using reported net asset values as of December 31. These strategies reflect a multi-asset class balanced risk approach generally consisting of equity, interest rates, credit, and commodities. These funds allow for monthly redemptions with only a brief notification period. No unfunded commitments existed with respect to these hedge funds as of December 31, 2014.
- Real Estate and Private Equity Funds: We maintain plan assets invested in limited partnership interests in various private equity and real estate funds. These private equity and real estate investment funds are valued using fair values per the most recent partnership audited financial reports, adjusted as appropriate for any lag between the date of the financial reports and December 31. The real estate investments consist of U.S. and non-U.S. real estate investments and are broadly diversified. Limited provision exists for the redemption of these interests by the general partners that invest in these funds until the end of the term of the partnerships, typically ranging between 10 and 15 years from the date of inception. An active secondary market exists for similar partnership interests, although no particular value (discount or premium) can be guaranteed. At December 31, 2014, unfunded commitments to such limited partnerships totaling approximately \$1.01 billion are expected to be contributed over the remaining investment period, typically ranging between three and six years.

UNITED PARCEL SERVICE, INC. AND SUBSIDIARIES
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The fair values of U.S. and international pension and postretirement benefit plan assets by asset category as of December 31, 2014 are presented below (in millions), as well as the percentage that each category comprises of our total plan assets and the respective target allocations.

| | Level 1 | Level 2 | Level 3 | Total Assets | Percentage of Plan Assets - 2014 | Target Allocation 2014 |
|--|-----------------|-----------------|-----------------|------------------|----------------------------------|------------------------|
| Asset Category (U.S. Plans): | | | | | | |
| Cash and cash equivalents | \$ 744 | \$ 1,028 | \$ — | \$ 1,772 | 6.1% | 0-5 |
| Equity Securities: | | | | | | |
| U.S. Large Cap | 2,066 | 2,082 | — | 4,148 | | |
| U.S. Small Cap | 322 | 44 | — | 366 | | |
| Emerging Markets | 1,270 | 116 | — | 1,386 | | |
| Global Equity | 2,788 | — | — | 2,788 | | |
| International Equity | 1,154 | 792 | — | 1,946 | | |
| Total Equity Securities | 7,600 | 3,034 | — | 10,634 | 36.6 | 35-55 |
| Fixed Income Securities: | | | | | | |
| U.S. Government Securities | 4,541 | 239 | — | 4,780 | | |
| Corporate Bonds | 6 | 2,921 | 269 | 3,196 | | |
| Global Bonds | — | 159 | 613 | 772 | | |
| Municipal Bonds | — | 100 | — | 100 | | |
| Total Fixed Income Securities | 4,547 | 3,419 | 882 | 8,848 | 30.4 | 25-35 |
| Other Investments: | | | | | | |
| Hedge Funds | — | — | 3,595 | 3,595 | 12.4 | 5-15 |
| Private Equity | — | — | 1,323 | 1,323 | 4.5 | 1-10 |
| Real Estate | 412 | 47 | 1,307 | 1,766 | 6.1 | 1-10 |
| Structured Products ⁽¹⁾ | — | 332 | — | 332 | 1.1 | 0-5 |
| Risk Parity Funds | — | — | 817 | 817 | 2.8 | 1-10 |
| Total U.S. Plan Assets | <u>\$13,303</u> | <u>\$ 7,860</u> | <u>\$ 7,924</u> | <u>\$ 29,087</u> | <u>100.0%</u> | |
| Asset Category (International Plans): | | | | | | |
| Cash and cash equivalents | \$ 6 | \$ 26 | \$ — | 32 | 3.1 | 0-5 |
| Equity Securities: | | | | | | |
| Local Markets Equity | 145 | 105 | — | 250 | | |
| U.S. Equity | 17 | — | — | 17 | | |
| Emerging Markets | 19 | — | — | 19 | | |
| International / Global Equity | 82 | 95 | — | 177 | | |
| Total Equity Securities | 263 | 200 | — | 463 | 44.3 | 50-65 |
| Fixed Income Securities: | | | | | | |
| Local Government Bonds | 78 | — | — | 78 | | |
| Corporate Bonds | 55 | 94 | — | 149 | | |
| Total Fixed Income Securities | 133 | 94 | — | 227 | 21.8 | 15-35 |
| Other Investments: | | | | | | |
| Real Estate | — | 108 | — | 108 | 10.4 | 0-17 |
| Other | — | 159 | 53 | 212 | 20.4 | 0-20 |
| Total International Plan Assets | <u>\$ 402</u> | <u>\$ 587</u> | <u>\$ 53</u> | <u>\$ 1,042</u> | <u>100.0%</u> | |
| Total Plan Assets | <u>\$13,705</u> | <u>\$ 8,447</u> | <u>\$ 7,977</u> | <u>\$ 30,129</u> | | |

⁽¹⁾ Represents mortgage and asset-backed securities.

UNITED PARCEL SERVICE, INC. AND SUBSIDIARIES
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The fair values of U.S. and international pension and postretirement benefit plan assets by asset category as of December 31, 2013 are presented below (in millions), as well as the percentage that each category comprises of our total plan assets and the respective target allocations.

| | Level 1 | Level 2 | Level 3 | Total Assets | Percentage of Plan Assets - 2013 | Target Allocation 2013 |
|--|-----------------|-----------------|-----------------|------------------|----------------------------------|------------------------|
| Asset Category (U.S. Plans): | | | | | | |
| Cash and cash equivalents | \$ 112 | \$ 514 | \$ — | \$ 626 | 2.3% | 0-5 |
| Equity Securities: | | | | | | |
| U.S. Large Cap | 2,264 | 1,948 | — | 4,212 | | |
| U.S. Small Cap | 457 | 50 | — | 507 | | |
| Emerging Markets | 1,247 | 120 | — | 1,367 | | |
| Global Equity | 2,154 | — | — | 2,154 | | |
| International Equity | 1,397 | 825 | — | 2,222 | | |
| Total Equity Securities | 7,519 | 2,943 | — | 10,462 | 39.4 | 25-55 |
| Fixed Income Securities: | | | | | | |
| U.S. Government Securities | 3,746 | 615 | — | 4,361 | | |
| Corporate Bonds | 7 | 2,550 | 223 | 2,780 | | |
| Global Bonds | — | 681 | — | 681 | | |
| Municipal Bonds | — | 55 | — | 55 | | |
| Total Fixed Income Securities | 3,753 | 3,901 | 223 | 7,877 | 29.6 | 15-35 |
| Other Investments: | | | | | | |
| Hedge Funds | — | — | 3,738 | 3,738 | 14.1 | 8-15 |
| Private Equity | — | — | 1,397 | 1,397 | 5.3 | 3-10 |
| Real Estate | 285 | 21 | 1,091 | 1,397 | 5.3 | 3-10 |
| Structured Products ⁽¹⁾ | — | 326 | — | 326 | 1.2 | 0-5 |
| Risk Parity Funds | — | — | 756 | 756 | 2.8 | 1-10 |
| Total U.S. Plan Assets | <u>\$11,669</u> | <u>\$ 7,705</u> | <u>\$ 7,205</u> | <u>\$ 26,579</u> | <u>100.0%</u> | |
| Asset Category (International Plans): | | | | | | |
| Cash and cash equivalents | \$ 11 | \$ 17 | \$ — | 28 | 3.0 | 0-5 |
| Equity Securities: | | | | | | |
| Local Markets Equity | 122 | 97 | — | 219 | | |
| U.S. Equity | 17 | — | — | 17 | | |
| Emerging Markets | 19 | — | — | 19 | | |
| International / Global Equity | 88 | 79 | — | 167 | | |
| Total Equity Securities | 246 | 176 | — | 422 | 45.3 | 50-65 |
| Fixed Income Securities: | | | | | | |
| Local Government Bonds | 68 | — | — | 68 | | |
| Corporate Bonds | 86 | 85 | — | 171 | | |
| Total Fixed Income Securities | 154 | 85 | — | 239 | 25.7 | 15-35 |
| Other Investments: | | | | | | |
| Real Estate | — | 63 | — | 63 | 6.8 | 0-17 |
| Other | — | 124 | 55 | 179 | 19.2 | 0-20 |
| Total International Plan Assets | <u>\$ 411</u> | <u>\$ 465</u> | <u>\$ 55</u> | <u>\$ 931</u> | <u>100.0%</u> | |
| Total Plan Assets | <u>\$12,080</u> | <u>\$ 8,170</u> | <u>\$ 7,260</u> | <u>\$ 27,510</u> | | |

⁽¹⁾ Represents mortgage and asset-backed securities.

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The following table presents the changes in the Level 3 instruments measured on a recurring basis for the years ended December 31, 2014 and 2013 (in millions).

| | Corporate Bonds | Hedge Funds | Real Estate | Private Equity | Global Bonds | Risk Parity Funds | Other | Total |
|---------------------------------|--------------------|----------------|----------------|-------------------|-----------------|----------------------|-------|----------|
| Balance on January 1, 2013 | \$ 138 | \$ 2,829 | \$ 1,039 | \$ 1,416 | \$ — | \$ 1,362 | \$ 49 | \$ 6,833 |
| Actual Return on Assets: | | | | | — | | | |
| Assets Held at End of Year | (1) | 229 | 81 | 71 | — | (99) | 6 | 287 |
| Assets Sold During the Year | — | 5 | 54 | 153 | — | 54 | — | 266 |
| Purchases | 165 | 1,676 | 145 | 143 | — | 1 | — | 2,130 |
| Sales | (79) | (1,001) | (228) | (386) | — | (562) | — | (2,256) |
| Transfers Into (Out of) Level 3 | — | — | — | — | — | — | — | — |
| Balance on December 31, 2013 | \$ 223 | \$ 3,738 | \$ 1,091 | \$ 1,397 | \$ — | \$ 756 | \$ 55 | \$ 7,260 |
| Actual Return on Assets: | | | | | | | | |
| Assets Held at End of Year | — | 71 | 104 | 11 | — | 61 | (2) | 245 |
| Assets Sold During the Year | — | (9) | 23 | 126 | — | — | — | 140 |
| Purchases | 108 | 1,043 | 350 | 166 | 735 | — | — | 2,402 |
| Sales | (62) | (1,248) | (261) | (377) | (122) | — | — | (2,070) |
| Transfers Into (Out of) Level 3 | — | — | — | — | — | — | — | — |
| Balance on December 31, 2014 | \$ 269 | \$ 3,595 | \$ 1,307 | \$ 1,323 | \$ 613 | \$ 817 | \$ 53 | \$ 7,977 |

There were no UPS class A or B shares of common stock directly held in plan assets as of December 31, 2014 or December 31, 2013.

Accumulated Other Comprehensive Income

The estimated amounts of prior service cost in AOCI expected to be amortized and recognized as a component of net periodic benefit cost in 2015 are as follows (in millions):

| | U.S. Pension Benefits | U.S. Postretirement Medical Benefits | International Pension Benefits |
|--------------------------------|-----------------------|---|-----------------------------------|
| Prior service cost / (benefit) | \$ 168 | \$ 5 | \$ 1 |

Expected Cash Flows

Information about expected cash flows for the pension and postretirement benefit plans is as follows (in millions):

| | U.S. Pension Benefits | U.S. Postretirement Medical Benefits | International Pension Benefits |
|---|--------------------------|---|-----------------------------------|
| Expected Employer Contributions: | | | |
| 2015 to plan trusts | \$ 1,030 | \$ — | \$ 69 |
| 2015 to plan participants | 17 | 104 | 4 |
| Expected Benefit Payments: | | | |
| 2015 | \$ 960 | \$ 245 | \$ 26 |
| 2016 | 1,052 | 238 | 25 |
| 2017 | 1,151 | 236 | 28 |
| 2018 | 1,262 | 231 | 30 |
| 2019 | 1,382 | 230 | 33 |
| 2020 - 2024 | 9,013 | 1,034 | 214 |

Our funding policy for U.S. plans is to contribute amounts annually that are at least equal to the amounts required by applicable laws and regulations, or to directly fund payments to plan participants, as applicable. International plans will be funded in accordance with local regulations. Additional discretionary contributions may be made when deemed appropriate to meet the long-term obligations of the plans. Expected benefit payments for pensions will be primarily paid from plan trusts. Expected benefit payments for postretirement medical benefits will be paid from plan trusts and corporate assets.

UNITED PARCEL SERVICE, INC. AND SUBSIDIARIES
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NOTE 5. MULTIEMPLOYER EMPLOYEE BENEFIT PLANS

We contribute to a number of multiemployer defined benefit plans under the terms of collective bargaining agreements that cover our union-represented employees. These plans generally provide for retirement, death and/or termination benefits for eligible employees within the applicable collective bargaining units, based on specific eligibility/participation requirements, vesting periods and benefit formulas. The risks of participating in these multiemployer plans are different from single-employer plans in the following aspects:

- Assets contributed to a multiemployer plan by one employer may be used to provide benefits to employees of other participating employers.
- If we negotiate to cease participating in a multiemployer plan, we may be required to pay that plan an amount based on our allocable share of its underfunded status, referred to as a "withdrawal liability". However, cessation of participation in a multiemployer plan and subsequent payment of any withdrawal liability is subject to the collective bargaining process.
- If any of the multiemployer pension plans in which we participate enter critical status, and our contributions are not sufficient to satisfy any rehabilitation plan funding schedule, we could be required under the Pension Protection Act of 2006 to make additional surcharge contributions to the multiemployer pension plan in the amount of five to ten percent of the existing contributions required by our labor agreement. Such surcharges would cease upon the ratification of a new collective bargaining agreement, and could not recur unless a plan re-entered critical status at a later date.

The discussion that follows sets forth the financial impact on our results of operations and cash flows for the years ended December 31, 2014, 2013 and 2012 from our participation in multiemployer benefit plans. As part of the overall collective bargaining process for wage and benefit levels, we have agreed to contribute certain amounts to the multiemployer benefit plans during the contract period. The multiemployer benefit plans set benefit levels and are responsible for benefit delivery to participants. Future contribution amounts to multiemployer benefit plans are determined only through collective bargaining, and we have no additional legal or constructive obligation to increase contributions beyond the agreed-upon amounts (except potential surcharges under the Pension Protection Act of 2006 as described above).

The number of employees covered by our multiemployer health and welfare plans increased during 2014, affecting the comparability of contributions with prior years, as a result of provisions of the new collective bargaining agreement with the International Brotherhood of Teamsters ("Teamsters") discussed below. The number of employees covered by our multiemployer pension plans has remained consistent over the past three years, and there have been no significant changes that affect the comparability of 2014, 2013 and 2012 contributions. We recognize expense for the contractually-required contribution for each period, and we recognize a liability for any contributions due and unpaid at the end of a reporting period.

Status of Collective Bargaining Agreements

As of December 31, 2014, we had approximately 270,000 employees employed under a national master agreement and various supplemental agreements with local unions affiliated with the Teamsters. During 2014, the Teamsters ratified a new national master agreement ("NMA") with UPS that will expire on July 31, 2018. The economic provisions in the NMA included wage rate increases, as well as increased contribution rates for healthcare and pension benefits. Most of these economic provisions were retroactive to August 1, 2013, which was the effective date of the NMA. In the second quarter of 2014, we remitted \$278 million for these retroactive economic benefits; this payment had an immaterial impact on net income, as these retroactive economic benefits had been accrued since the July 31, 2013 expiration of the prior agreement.

In addition to the retroactive economic provisions of the NMA, there were certain changes to the delivery of healthcare benefits that were effective at various dates. These changes impact approximately 36,000 full-time and 73,000 part-time active employees covered by the NMA and the UPS Freight collective bargaining agreement (collectively referred to as the "NMA Group"), as well as approximately 16,000 employees covered by other collective bargaining agreements (the "Non-NMA Group"). These provisions are discussed further below in the "Changes to the Delivery of Active and Postretirement Healthcare Benefits" section.

We have approximately 2,600 pilots who are employed under a collective bargaining agreement with the Independent Pilots Association ("IPA"), which became amendable at the end of 2011. In February 2014, UPS and the IPA requested and have received mediation by the National Mediation Board for the ongoing contract negotiations.

Our airline mechanics are covered by a collective bargaining agreement with Teamsters Local 2727, which became amendable November 1, 2013. In addition, approximately 3,100 of our auto and maintenance mechanics who are not employed under agreements with the Teamsters are employed under collective bargaining agreements with the International Association of Machinists and Aerospace Workers ("IAM"). In 2014, the IAM ratified new collective bargaining agreements that will expire on July 31, 2019.

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Multiemployer Pension Plans

The following table outlines our participation in multiemployer pension plans for the periods ended December 31, 2014, 2013 and 2012, and sets forth our calendar year contributions accrued for each plan. The “EIN/Pension Plan Number” column provides the Employer Identification Number (“EIN”) and the three-digit plan number. The most recent Pension Protection Act zone status available in 2014 and 2013 relates to the plans’ two most recent fiscal year-ends. The zone status is based on information that we received from the plans’ administrators and is certified by each plan’s actuary. Among other factors, plans certified in the red zone are generally less than 65% funded, plans certified in the orange zone are both less than 80% funded and have an accumulated funding deficiency or are expected to have a deficiency in any of the next six plan years, plans certified in the yellow zone are less than 80% funded, and plans certified in the green zone are at least 80% funded. The “FIP/RP Status Pending/Implemented” column indicates whether a financial improvement plan (“FIP”) for yellow/orange zone plans, or a rehabilitation plan (“RP”) for red zone plans, is either pending or has been implemented. As of December 31, 2014, all plans that have either a FIP or RP requirement have had the respective FIP or RP implemented.

Our collectively-bargained contributions satisfy the requirements of all implemented FIPs and RPs and do not currently require the payment of any surcharges. In addition, minimum contributions outside of the agreed upon contractual rate are not required. For the plans detailed in the following table, the expiration date of the associated collective bargaining agreements was July 31, 2018, with the exception of the Automotive Industries Pension Plan and the IAM National Pension Fund / National Pension Plan which both have a July 31, 2019 expiration date. For all plans detailed in the following table, we provided more than 5% of the total plan contributions from all employers for 2014, 2013 and 2012 (as disclosed in the Form 5500 for each respective plan).

Certain plans have been aggregated in the “all other multiemployer pension plans” line in the following table, as the contributions to each of these individual plans were not material.

| Pension Fund | EIN / Pension Plan Number | Pension Protection Act Zone Status | | FIP/RP Status Pending/ Implemented | (in millions) UPS Contributions and Accruals | | | Surcharge Imposed |
|---|---------------------------|------------------------------------|--------|------------------------------------|---|----------------|----------------|-------------------|
| | | 2014 | 2013 | | 2014 | 2013 | 2012 | |
| Alaska Teamster-Employer Pension Plan | 92-6003463-024 | Red | Red | Yes/Implemented | \$ 5 | \$ 5 | \$ 4 | No |
| Automotive Industries Pension Plan | 94-1133245-001 | Red | Red | Yes/Implemented | 5 | 4 | 4 | No |
| Central Pennsylvania Teamsters Defined Benefit Plan | 23-6262789-001 | Green | Green | No | 33 | 30 | 29 | No |
| Employer-Teamsters Local Nos. 175 & 505 Pension Trust Fund | 55-6021850-001 | Red | Green | Yes/Implemented | 10 | 9 | 9 | No |
| Hagerstown Motor Carriers and Teamsters Pension Fund | 52-6045424-001 | Red | Red | Yes/Implemented | 6 | 5 | 5 | No |
| I.A.M. National Pension Fund / National Pension Plan | 51-6031295-002 | Green | Green | No | 27 | 27 | 24 | No |
| International Brotherhood of Teamsters Union Local No. 710 Pension Fund | 36-2377656-001 | Green | Green | No | 89 | 88 | 75 | No |
| Local 705, International Brotherhood of Teamsters Pension Plan | 36-6492502-001 | Red | Red | Yes/Implemented | 69 | 68 | 46 | No |
| Local 804 I.B.T. & Local 447 I.A.M.—UPS Multiemployer Retirement Plan | 51-6117726-001 | Red | Red | Yes/Implemented | 92 | 88 | 87 | No |
| Milwaukee Drivers Pension Trust Fund | 39-6045229-001 | Green | Green | No | 32 | 29 | 26 | No |
| New England Teamsters & Trucking Industry Pension Fund | 04-6372430-001 | Red | Red | Yes/Implemented | 108 | 102 | 124 | No |
| New York State Teamsters Conference Pension and Retirement Fund | 16-6063585-074 | Red | Red | Yes/Implemented | 81 | 72 | 65 | No |
| Teamster Pension Fund of Philadelphia and Vicinity | 23-1511735-001 | Yellow | Yellow | Yes/Implemented | 50 | 46 | 44 | No |
| Teamsters Joint Council No. 83 of Virginia Pension Fund | 54-6097996-001 | Yellow | Yellow | Yes/Implemented | 52 | 49 | 44 | No |
| Teamsters Local 639—Employers Pension Trust | 53-0237142-001 | Green | Green | No | 45 | 41 | 36 | No |
| Teamsters Negotiated Pension Plan | 43-6196083-001 | Yellow | Yellow | Yes/Implemented | 27 | 26 | 24 | No |
| Truck Drivers and Helpers Local Union No. 355 Retirement Pension Plan | 52-6043608-001 | Yellow | Yellow | Yes/Implemented | 16 | 14 | 14 | No |
| United Parcel Service, Inc.—Local 177, I.B.T. Multiemployer Retirement Plan | 13-1426500-419 | Red | Red | Yes/Implemented | 85 | 68 | 62 | No |
| Western Conference of Teamsters Pension Plan | 91-6145047-001 | Green | Green | No | 604 | 553 | 520 | No |
| Western Pennsylvania Teamsters and Employers Pension Fund | 25-6029946-001 | Red | Red | Yes/Implemented | 24 | 23 | 24 | No |
| All Other Multiemployer Pension Plans | | | | | 57 | 49 | 59 | |
| Total Contributions | | | | | <u>\$1,517</u> | <u>\$1,396</u> | <u>\$1,325</u> | |

UNITED PARCEL SERVICE, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Agreement with the New England Teamsters and Trucking Industry Pension Fund

In 2012, we reached an agreement with the New England Teamsters and Trucking Industry Pension Fund ("NETTI Fund"), a multiemployer pension plan in which UPS is a participant, to restructure the pension liabilities for approximately 10,200 UPS employees represented by the Teamsters. The agreement reflected a decision by the NETTI Fund's trustees to restructure the NETTI Fund through plan amendments to utilize a "two pool approach", which effectively subdivided the plan assets and liabilities between two groups of beneficiaries. As part of this agreement, UPS agreed to withdraw from the original pool of the NETTI Fund, of which it had historically been a participant, and reenter the NETTI Fund's newly-established pool as a new employer.

Upon ratification of the agreement by the Teamsters in September 2012, we withdrew from the original pool of the NETTI Fund and incurred an undiscounted withdrawal liability of \$2.162 billion to be paid in equal monthly installments over 50 years. The undiscounted withdrawal liability was calculated by independent actuaries employed by the NETTI Fund, in accordance with the governing plan documents and the applicable requirements of the Employee Retirement Income Security Act of 1974. In 2012, we recorded a charge to expense to establish an \$896 million withdrawal liability on our consolidated balance sheet, which represents the present value of the \$2.162 billion future payment obligation discounted at a 4.25% interest rate. This discount rate represents the estimated credit-adjusted market rate of interest at which we could obtain financing of a similar maturity and seniority. As this agreement is not a contribution to the plan, the amounts reflected in the previous table do not include this \$896 million non-cash transaction.

The \$896 million charge to expense recorded in 2012 is included in "compensation and benefits" expense in the statements of consolidated income. We impute interest on the withdrawal liability using the 4.25% discount rate, while the monthly payments made to the NETTI Fund reduce the remaining balance of the withdrawal liability.

Our status in the newly-established pool of the NETTI Fund is accounted for as the participation in a new multiemployer pension plan, and therefore we recognize expense based on the contractually-required contribution for each period, and we recognize a liability for any contributions due and unpaid at the end of a reporting period.

As of December 31, 2014 and 2013, we had \$878 and \$884 million, respectively, recognized in "other non-current liabilities" on our consolidated balance sheets representing the remaining balance of the NETTI withdrawal liability. Based on the borrowing rates currently available to the Company for long-term financing of a similar maturity, the fair value of the NETTI withdrawal liability as of December 31, 2014 and 2013 was \$913 and \$783 million. We utilized Level 2 inputs in the fair value hierarchy of valuation techniques to determine the fair value of this liability.

UNITED PARCEL SERVICE, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Multiemployer Health and Welfare Plans

We also contribute to several multiemployer health and welfare plans that cover both active and retired employees. Health care benefits are provided to participants who meet certain eligibility requirements as covered under the applicable collective bargaining unit. The following table sets forth our calendar year plan contributions and accruals. Certain plans have been aggregated in the “all other multiemployer health and welfare plans” line in the table, as the contributions to each of these individual plans are not material.

| Health and Welfare Fund | (in millions) UPS Contributions and Accruals | | |
|--|---|-----------------|-----------------|
| | 2014 | 2013 | 2012 |
| Central States, South East & South West Areas Health and Welfare Fund | \$ 1,306 | \$ 505 | \$ 471 |
| Teamsters Western Region & Local 177 Health Care Plan | 239 | — | — |
| Health & Welfare Insurance Fund Teamsters Local 653 | 5 | — | — |
| Bay Area Delivery Drivers | 32 | 29 | 28 |
| Central Pennsylvania Teamsters Health & Pension Fund | 21 | 20 | 19 |
| Delta Health Systems—East Bay Drayage Drivers | 24 | 24 | 24 |
| Employer—Teamster Local Nos. 175 & 505 | 9 | 9 | 8 |
| Joint Council #83 Health & Welfare Fund | 26 | 24 | 25 |
| Local 191 Teamsters Health Fund | 11 | 9 | 9 |
| Local 401 Teamsters Health & Welfare Fund | 7 | 6 | 6 |
| Local 804 Welfare Trust Fund | 70 | 67 | 62 |
| Milwaukee Drivers Pension Trust Fund—Milwaukee Drivers Health and Welfare Trust Fund | 32 | 31 | 29 |
| Montana Teamster Employers Trust | 7 | 6 | 6 |
| New York State Teamsters Health & Hospital Fund | 51 | 46 | 44 |
| North Coast Benefit Trust | 9 | 8 | 7 |
| Northern California General Teamsters (DELTA) | 96 | 84 | 75 |
| Northern New England Benefit Trust | 39 | 35 | 33 |
| Oregon / Teamster Employers Trust | 29 | 28 | 27 |
| Teamsters 170 Health & Welfare Fund | 15 | 12 | 12 |
| Teamsters Benefit Trust | 40 | 38 | 32 |
| Teamsters Local 251 Health & Insurance Plan | 12 | 11 | 10 |
| Teamsters Local 404 Health & Insurance Plan | 7 | 6 | 6 |
| Teamsters Local 638 Health Fund | 35 | 32 | 29 |
| Teamsters Local 639—Employers Health & Pension Trust Funds | 26 | 24 | 22 |
| Teamsters Local 671 Health Services & Insurance Plan | 14 | 13 | 12 |
| Teamsters Union 25 Health Services & Insurance Plan | 44 | 37 | 36 |
| Teamsters Union Local 677 Health Services & Insurance Plan | 9 | 8 | 8 |
| Truck Drivers and Helpers Local 355 Baltimore Area Health & Welfare Fund | 15 | 13 | 13 |
| Utah-Idaho Teamsters Security Fund | 22 | 18 | 16 |
| Washington Teamsters Welfare Trust | 36 | 35 | 32 |
| All Other Multiemployer Health and Welfare Plans | 64 | 44 | 55 |
| Total Contributions | <u>\$ 2,352</u> | <u>\$ 1,222</u> | <u>\$ 1,156</u> |

The increase in 2014 contributions to the Central States, South East & South West Areas Health and Welfare Fund, the Teamsters Western Region & Local 177 Health Care Plan, and the Health & Welfare Insurance Fund Teamsters Local 653 plan are related to the changes to the delivery of active and postretirement healthcare benefits described below.

UNITED PARCEL SERVICE, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Changes to the Delivery of Active and Postretirement Healthcare Benefits

Prior to ratification, the NMA Group and Non-NMA Group employees received their healthcare benefits through UPS-sponsored active and postretirement health and welfare benefit plans. Effective June 1, 2014, we ceased providing healthcare benefits to active NMA Group employees through these UPS-sponsored benefit plans, and the responsibility for providing healthcare benefits for active employees was assumed by three separate multiemployer healthcare funds (the "Funds"). The responsibility for providing healthcare benefits for the active Non-NMA Group employees was also assumed by the Funds on various dates up to January 1, 2015, depending on the ratification date of the applicable collective bargaining agreement. We will make contributions to the Funds based on negotiated fixed hourly or monthly contribution rates for the duration of the NMA and other applicable collective bargaining agreements.

Additionally, the Funds assumed the obligation to provide postretirement healthcare benefits to the employees in the NMA Group who retire on or after January 1, 2014. The postretirement healthcare benefit obligation for the employees in the Non-NMA Group was assumed by the Funds for employees retiring on or after January 1, 2014 or January 1, 2015, depending on the applicable collective bargaining agreement. In exchange for the assumption of the obligation to provide postretirement healthcare benefits to the NMA Group and Non-NMA Group, we transferred cash totaling \$2.271 billion to the Funds in the second quarter of 2014. UPS-sponsored health and welfare benefit plans retained responsibility for providing postretirement healthcare coverage for employees in the NMA Group who retired from UPS prior to January 1, 2014, and for employees in the Non-NMA Group who retire from UPS prior to the January 1, 2014 or January 1, 2015 effective date in the applicable collective bargaining agreement.

Accounting Impact of Health and Welfare Plan Changes

Income Statement Impact:

We recorded a pre-tax charge of \$1.066 billion (\$665 million after-tax) in the second quarter of 2014 for the health and welfare plan changes described above. The components of this charge, which was included in "compensation and benefits" expense in the statement of consolidated income, are as follows:

- *Partial Plan Curtailment:* We recorded a \$112 million pre-tax curtailment loss due to the elimination of future service benefit accruals. This curtailment loss represents the accelerated recognition of unamortized prior service costs.
- *Remeasurement of Postretirement Obligation:* We recorded a \$746 million pre-tax loss due to the remeasurement of the postretirement benefit obligations of the affected UPS-sponsored health and welfare benefit plans.
- *Settlement:* We recorded a \$208 million pre-tax settlement loss, which represents the recognition of unamortized actuarial losses associated with the postretirement obligation for the NMA Group.

We recorded an additional pre-tax charge of \$36 million (\$22 million after-tax) in the fourth quarter of 2014 upon ratification of the collective bargaining agreements covering the Non-NMA Group, related to the remeasurement and settlement of the postretirement benefit obligation associated with those employees.

Balance Sheet and Cash Flow Impact:

During 2014, as part of the health and welfare plan changes described previously, we transferred cash totaling \$2.271 billion to the Funds, which was accounted for as a settlement of our postretirement benefit obligations (see note 4). We received approximately \$854 million of cash tax benefits (through reduced U.S. Federal and state quarterly income tax payments) in 2014.

For NMA Group employees who retired prior to January 1, 2014 and remained with the UPS-sponsored health and welfare plans, the changes to the contributions, benefits and cost sharing provisions in these plans resulted in an increase in the postretirement benefit obligation, and a corresponding decrease in pre-tax AOCI, of \$13 million upon ratification.

UNITED PARCEL SERVICE, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 6. BUSINESS ACQUISITIONS, GOODWILL AND INTANGIBLE ASSETS

The following table indicates the allocation of goodwill by reportable segment (in millions):

| | U.S. Domestic Package | International Package | Supply Chain & Freight | Consolidated |
|------------------------------|--------------------------|--------------------------|---------------------------|--------------|
| Balance on January 1, 2013 | \$ — | \$ 430 | \$ 1,743 | \$ 2,173 |
| Acquired | — | 3 | 20 | 23 |
| Currency / Other | — | (13) | 7 | (6) |
| Balance on December 31, 2013 | \$ — | \$ 420 | \$ 1,770 | \$ 2,190 |
| Acquired | — | 52 | 13 | 65 |
| Currency / Other | — | (23) | (48) | (71) |
| Balance on December 31, 2014 | \$ — | \$ 449 | \$ 1,735 | \$ 2,184 |

Business Acquisitions

2014 Acquisitions:

The goodwill acquired in the International Package segment was related to our October 2014 acquisition of i-parcel, LLC. ("i-parcel"), a U.S.-based international e-commerce enabler and logistics company that operates in the U.S. and U.K. The goodwill acquired in the Supply Chain & Freight segment was related to our February 2014 acquisition of Polar Speed Distribution Limited ("Polar Speed"), a U.K.-based company that provides temperature-sensitive pharmaceutical supply chain solutions in the U.K. and continental Europe.

The purchase price allocation for acquired companies can be modified for up to one year from the date of acquisition. The acquisition of Polar Speed and i-parcel were not material to our consolidated financial position or results of operations.

2013 Acquisitions:

The goodwill acquired in the Supply Chain & Freight segment was related to our July 2013 acquisition of Cemelog Ltd. ("Cemelog"), a Hungary-based medical logistics provider that operates in Central and Eastern Europe. The goodwill acquired in the International Package segment was largely related to our October 2013 acquisition of the assets and operations of two Costa Rican-based companies: (1) Union Pak de Costa Rica, S.A., a small package delivery company, and (2) SEISA Brokerage, a customs brokerage company. Both companies had long-standing relationships with UPS as authorized service contractors.

Goodwill Impairment

We test our goodwill for impairment annually, as of October 1st, on a reporting unit basis. Our reporting units are comprised of the Europe, Asia, Americas and ISMEA (Indian Subcontinent, Middle East and Africa) reporting units in the International Package reporting segment, and the Forwarding, Logistics, UPS Freight, The UPS Store, and UPS Capital reporting units in the Supply Chain & Freight reporting segment.

In assessing our goodwill for impairment, we initially evaluate qualitative factors to determine if it is more likely than not that the fair value of a reporting unit is less than its carrying amount. If the qualitative assessment is not conclusive and it is necessary to calculate the fair value of a reporting unit, then we utilize a two-step process to test goodwill for impairment. First, a comparison of the fair value of the applicable reporting unit with the aggregate carrying value, including goodwill, is performed. We primarily determine the fair value of our reporting units using a discounted cash flow model, and supplement this with observable valuation multiples for comparable companies, as applicable. If the carrying amount of a reporting unit exceeds the reporting unit's fair value, we perform the second step of the goodwill impairment test to determine the amount of impairment loss. The second step includes comparing the implied fair value of the affected reporting unit's goodwill with the carrying value of that goodwill.

UNITED PARCEL SERVICE, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

In 2014, we utilized the two-step process to test goodwill for impairment for all of our reporting units. We did not have any goodwill impairment charges in 2014, 2013 or 2012. Cumulatively, our Supply Chain & Freight reporting segment has recorded goodwill impairment charges of \$622 million, while our International and U.S. Domestic Package segments have not recorded any impairment charges.

Intangible Assets

The following is a summary of intangible assets at December 31, 2014 and 2013 (in millions):

| | Gross Carrying Amount | Accumulated Amortization | Net Carrying Value | Weighted- Average Amortization Period (in years) |
|-------------------------------------|--------------------------|-----------------------------|-----------------------|--|
| December 31, 2014 | | | | |
| Capitalized software | \$ 2,641 | \$ (1,997) | \$ 644 | 5.0 |
| Licenses | 217 | (133) | 84 | 5.1 |
| Franchise rights | 117 | (77) | 40 | 20.0 |
| Customer lists | 123 | (66) | 57 | 11.7 |
| Trademarks, patents, and other | 31 | (9) | 22 | 12.6 |
| Total Intangible Assets, Net | \$ 3,129 | \$ (2,282) | \$ 847 | 5.9 |
| December 31, 2013 | | | | |
| Capitalized software | \$ 2,420 | \$ (1,897) | \$ 523 | |
| Licenses | 220 | (97) | 123 | |
| Franchise rights | 117 | (70) | 47 | |
| Customer lists | 118 | (62) | 56 | |
| Trademarks, patents, and other | 37 | (11) | 26 | |
| Total Intangible Assets, Net | \$ 2,912 | \$ (2,137) | \$ 775 | |

Licenses with a carrying value of \$5 million as of December 31, 2014 are deemed to be indefinite-lived intangibles, and therefore are not amortized. Impairment tests for indefinite-lived intangibles are performed on an annual basis. All of our other recorded intangible assets are deemed to be finite-lived intangibles, and are thus amortized over their estimated useful lives. Impairment tests for these intangible assets are only performed when a triggering event occurs that indicates that the carrying value of the intangible may not be recoverable. We incurred impairment charges on intangible assets of \$13 million during 2013, while there were no impairments of any finite-lived or indefinite-lived intangible assets in 2014 or 2012.

Amortization of intangible assets was \$195, \$185 and \$244 million during 2014, 2013 and 2012, respectively. Expected amortization of finite-lived intangible assets recorded as of December 31, 2014 for the next five years is as follows (in millions): 2015—\$277; 2016—\$212; 2017—\$153; 2018—\$100; 2019—\$57. Amortization expense in future periods will be affected by business acquisitions, software development, licensing agreements, sponsorships and other factors.

UNITED PARCEL SERVICE, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 7. DEBT AND FINANCING ARRANGEMENTS

The following table sets forth the principal amount, maturity or range of maturities, as well as the carrying value of our debt obligations, as of December 31, 2014 and 2013 (in millions). The carrying value of these debt obligations can differ from the principal amount due to the impact of unamortized discounts or premiums and valuation adjustments resulting from interest rate swap hedging relationships.

| | Principal Amount | Maturity | Carrying Value | |
|----------------------------|---------------------|-------------|-----------------|------------------|
| | | | 2014 | 2013 |
| Commercial paper | \$ 772 | 2015 | \$ 772 | \$ — |
| Fixed-rate senior notes: | | | | |
| 3.875% senior notes | 1,000 | 2014 | — | 1,007 |
| 1.125% senior notes | 375 | 2017 | 370 | 367 |
| 5.50% senior notes | 750 | 2018 | 802 | 821 |
| 5.125% senior notes | 1,000 | 2019 | 1,076 | 1,079 |
| 3.125% senior notes | 1,500 | 2021 | 1,617 | 1,579 |
| 2.45% senior notes | 1,000 | 2022 | 977 | 913 |
| 6.20% senior notes | 1,500 | 2038 | 1,481 | 1,481 |
| 4.875% senior notes | 500 | 2040 | 489 | 489 |
| 3.625% senior notes | 375 | 2042 | 367 | 367 |
| 8.375% Debentures: | | | | |
| 8.375% debentures | 424 | 2020 | 480 | 479 |
| 8.375% debentures | 276 | 2030 | 283 | 283 |
| Pound Sterling Notes: | | | | |
| 5.50% notes | 103 | 2031 | 99 | 105 |
| 5.125% notes | 706 | 2050 | 673 | 714 |
| Floating rate senior notes | 463 | 2049 – 2064 | 459 | 370 |
| Capital lease obligations | 505 | 2015 – 3005 | 505 | 473 |
| Facility notes and bonds | 320 | 2015 – 2036 | 320 | 320 |
| Other debt | 17 | 2015 – 2022 | 17 | 25 |
| Total debt | <u>\$ 11,586</u> | | <u>10,787</u> | <u>10,872</u> |
| Less: current maturities | | | (923) | (48) |
| Long-term debt | | | <u>\$ 9,864</u> | <u>\$ 10,824</u> |

Commercial Paper

We are authorized to borrow up to \$10.0 billion under our U.S. commercial paper program. We had \$772 million outstanding under this program as of December 31, 2014. We also maintain a European commercial paper program under which we are authorized to borrow up to €5.0 billion in a variety of currencies. As of December 31, 2014, there were no amounts outstanding under this program. The amount of commercial paper outstanding under these programs in 2015 is expected to fluctuate.

UNITED PARCEL SERVICE, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Fixed Rate Senior Notes

We have completed several offerings of fixed rate senior notes. All of the notes pay interest semiannually, and allow for redemption of the notes by UPS at any time by paying the greater of the principal amount or a “make-whole” amount, plus accrued interest. We subsequently entered into interest rate swaps on several of these notes, which effectively converted the fixed interest rates on the notes to variable LIBOR-based interest rates. The average interest rate payable on these notes, including the impact of the interest rate swaps, for 2014 and 2013, respectively, were as follows:

| | Principal Value | Maturity | Average Effective Interest Rate | |
|---------------------|--------------------|----------|------------------------------------|-------|
| | | | 2014 | 2013 |
| 3.875% senior notes | 1,000 | 2014 | 0.94% | 0.97% |
| 1.125% senior notes | 375 | 2017 | 0.60% | 0.64% |
| 5.50% senior notes | 750 | 2018 | 2.49% | 2.53% |
| 5.125% senior notes | 1,000 | 2019 | 1.97% | 2.01% |
| 3.125% senior notes | 1,500 | 2021 | 1.06% | 1.11% |
| 2.45% senior notes | 1,000 | 2022 | 0.82% | 0.86% |

On April 1, 2014, our \$1.00 billion 3.875% senior notes matured and were repaid in full. The principal balance of the senior notes was repaid from the proceeds of short-term commercial paper issuances.

8.375% Debentures

The 8.375% debentures consist of two separate tranches, as follows:

- \$276 million of the debentures have a maturity of April 1, 2030. These debentures have an 8.375% interest rate until April 1, 2020, and, thereafter, the interest rate will be 7.62% for the final 10 years. These debentures are redeemable in whole or in part at our option at any time. The redemption price is equal to the greater of 100% of the principal amount and accrued interest, or the sum of the present values of the remaining scheduled payout of principal and interest thereon discounted to the date of redemption (at a benchmark treasury yield plus five basis points) plus accrued interest.
- \$424 million of the debentures have a maturity of April 1, 2020. These debentures are not subject to redemption prior to maturity.

Interest is payable semiannually on the first of April and October for both debentures and neither debenture is subject to sinking fund requirements. We subsequently entered into interest rate swaps on the 2020 notes, which effectively converted the fixed interest rates on the notes to variable LIBOR-based interest rates. The average interest rate payable on the 2020 notes, including the impact of the interest rate swaps, for 2014 and 2013 was 4.99% and 5.03%, respectively.

Floating Rate Senior Notes

The floating rate senior notes bear interest at either one or three-month LIBOR, less a spread ranging from 30 to 45 basis points. The average interest rate for 2014 and 2013 was 0.00% for both years. These notes are callable at various times after 30 years at a stated percentage of par value, and puttable by the note holders at various times after 10 years at a stated percentage of par value. The notes have maturities ranging from 2049 through 2064. In 2014 and 2013, we redeemed notes with a principal value of \$1 and \$4 million, respectively, after put options were exercised by the note holders.

In December 2014, we issued a floating rate senior note with a principal balance of \$90 million that bears interest at three-month LIBOR less 30 basis points. This note matures in 2064.

UNITED PARCEL SERVICE, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Capital Lease Obligations

We have certain property, plant and equipment subject to capital leases. Some of the obligations associated with these capital leases have been legally defeased. The recorded value of our property, plant and equipment subject to capital leases is as follows as of December 31 (in millions):

| | 2014 | 2013 |
|--------------------------|-----------------|-----------------|
| Vehicles | \$ 86 | \$ 49 |
| Aircraft | 2,289 | 2,289 |
| Buildings | 197 | 181 |
| Plant Equipment | — | 2 |
| Technology Equipment | — | — |
| Accumulated amortization | (781) | (727) |
| | <u>\$ 1,791</u> | <u>\$ 1,794</u> |

These capital lease obligations have principal payments due at various dates from 2015 through 3005.

Facility Notes and Bonds

We have entered into agreements with certain municipalities to finance the construction of, or improvements to, facilities that support our U.S. Domestic Package and Supply Chain & Freight operations in the United States. These facilities are located around airport properties in Louisville, Kentucky; Dallas, Texas; and Philadelphia, Pennsylvania. Under these arrangements, we enter into a lease or loan agreement that covers the debt service obligations on the bonds issued by the municipalities, as follows:

- Bonds with a principal balance of \$149 million issued by the Louisville Regional Airport Authority associated with our Worldport facility in Louisville, Kentucky. The bonds, which are due in January 2029, bear interest at a variable rate, and the average interest rates for 2014 and 2013 were 0.05% and 0.09%, respectively.
- Bonds with a principal balance of \$42 million and due in November 2036 issued by the Louisville Regional Airport Authority associated with our air freight facility in Louisville, Kentucky. The bonds bear interest at a variable rate, and the average interest rates for 2014 and 2013 were 0.05% and 0.08%, respectively.
- Bonds with a principal balance of \$29 million issued by the Dallas / Fort Worth International Airport Facility Improvement Corporation associated with our Dallas, Texas airport facilities. The bonds are due in May 2032 and bear interest at a variable rate, however the variable cash flows on the obligation have been swapped to a fixed 5.11%.
- Bonds with a principal balance of \$100 million issued by the Delaware County, Pennsylvania Industrial Development Authority associated with our Philadelphia, Pennsylvania airport facilities. The bonds, which are due in December 2015, bear interest at a variable rate, and the average interest rates for 2014 and 2013 were 0.04% and 0.07%, respectively.

Pound Sterling Notes

The Pound Sterling notes consist of two separate tranches, as follows:

- Notes with a principal amount of £66 million accrue interest at a 5.50% fixed rate, and are due in February 2031. These notes are not callable.
- Notes with a principal amount of £455 million accrue interest at a 5.125% fixed rate, and are due in February 2050. These notes are callable at our option at a redemption price equal to the greater of 100% of the principal amount and accrued interest, or the sum of the present values of the remaining scheduled payout of principal and interest thereon discounted to the date of redemption at a benchmark U.K. government bond yield plus 15 basis points and accrued interest.

We maintain cross-currency interest rate swaps to hedge the foreign currency risk associated with the bond cash flows for both tranches of these bonds. The average fixed interest rate payable on the swaps is 5.45%.

UNITED PARCEL SERVICE, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Contractual Commitments

We lease certain aircraft, facilities, land, equipment and vehicles under operating leases, which expire at various dates through 2038. Certain of the leases contain escalation clauses and renewal or purchase options. Rent expense related to our operating leases was \$676, \$575 and \$619 million for 2014, 2013 and 2012, respectively.

The following table sets forth the aggregate minimum lease payments under capital and operating leases, the aggregate annual principal payments due under our long-term debt, and the aggregate amounts expected to be spent for purchase commitments (in millions).

| Year | Capital Leases | Operating Leases | Debt Principal | Purchase Commitments |
|---|-------------------|---------------------|-------------------|-------------------------|
| 2015 | \$ 75 | \$ 323 | \$ 876 | \$ 269 |
| 2016 | 74 | 257 | 8 | 195 |
| 2017 | 67 | 210 | 377 | 71 |
| 2018 | 62 | 150 | 752 | 19 |
| 2019 | 59 | 90 | 1,000 | 8 |
| After 2019 | 435 | 274 | 7,068 | 26 |
| Total | 772 | \$ 1,304 | \$ 10,081 | \$ 588 |
| Less: imputed interest | (267) | | | |
| Present value of minimum capitalized lease payments | 505 | | | |
| Less: current portion | (47) | | | |
| Long-term capitalized lease obligations | \$ 458 | | | |

As of December 31, 2014, we had outstanding letters of credit totaling approximately \$1.064 billion issued in connection with our self-insurance reserves and other routine business requirements. We also issue surety bonds as an alternative to letters of credit in certain instances, and as of December 31, 2014, we had \$640 million of surety bonds written.

Available Credit

We maintain two credit agreements with a consortium of banks. One of these agreements provides revolving credit facilities of \$1.5 billion, and expires on March 27, 2015. Generally, amounts outstanding under this facility bear interest at a periodic fixed rate equal to LIBOR for the applicable interest period and currency denomination, plus an applicable margin. Alternatively, a fluctuating rate of interest equal to the highest of (1) JPMorgan Chase Bank's publicly announced prime rate, (2) the Federal Funds effective rate plus 0.50%, and (3) LIBOR for a one month interest period plus 1.00%, plus an applicable margin, may be used at our discretion. In each case, the applicable margin for advances bearing interest based on LIBOR is a percentage determined by quotations from Markit Group Ltd. for our 1-year credit default swap spread, subject to a minimum rate of 0.10% and a maximum rate of 0.75%. The applicable margin for advances bearing interest based on the prime rate is 1.00% below the applicable margin for LIBOR advances (but not lower than 0.00%). We are also able to request advances under this facility based on competitive bids for the applicable interest rate. There were no amounts outstanding under this facility as of December 31, 2014.

The second agreement provides revolving credit facilities of \$1.0 billion, and expires on March 28, 2019. Generally, amounts outstanding under this facility bear interest at a periodic fixed rate equal to LIBOR for the applicable interest period and currency denomination, plus an applicable margin. Alternatively, a fluctuating rate of interest equal to the highest of (1) JPMorgan Chase Bank's publicly announced prime rate, (2) the Federal Funds effective rate plus 0.50%, and (3) LIBOR for a one month interest period plus 1.00%, plus an applicable margin, may be used at our discretion. In each case, the applicable margin for advances bearing interest based on LIBOR is a percentage determined by quotations from Markit Group Ltd. for our credit default swap spread, interpolated for a period from the date of determination of such credit default swap spread in connection with a new interest period until the latest maturity date of this facility then in effect (but not less than a period of one year). The minimum applicable margin rate is 0.10% and the maximum applicable margin rate is 0.75% per annum. The applicable margin for advances bearing interest based on the prime rate is 1.00% below the applicable margin for LIBOR advances (but not less than 0.00%). We are also able to request advances under this facility based on competitive bids. There were no amounts outstanding under this facility as of December 31, 2014.

UNITED PARCEL SERVICE, INC. AND SUBSIDIARIES
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Debt Covenants

Our existing debt instruments and credit facilities subject us to certain financial covenants. As of December 31, 2014 and for all prior periods presented, we have satisfied these financial covenants. These covenants limit the amount of secured indebtedness that we may incur, and limit the amount of attributable debt in sale-leaseback transactions, to 10% of net tangible assets. As of December 31, 2014, 10% of net tangible assets is equivalent to \$2.380 billion; however, we have no covered sale-leaseback transactions or secured indebtedness outstanding. We do not expect these covenants to have a material impact on our financial condition or liquidity.

Fair Value of Debt

Based on the borrowing rates currently available to the Company for long-term debt with similar terms and maturities, the fair value of long-term debt, including current maturities, is approximately \$12.257 and \$11.756 billion as of December 31, 2014 and 2013, respectively. We utilized Level 2 inputs in the fair value hierarchy of valuation techniques to determine the fair value of all of our debt instruments.

NOTE 8. LEGAL PROCEEDINGS AND CONTINGENCIES

We are involved in a number of judicial proceedings and other matters arising from the conduct of our business activities.

Although there can be no assurance as to the ultimate outcome, we have generally denied, or believe we have a meritorious defense and will deny, liability in all litigation pending against us, including (except as otherwise noted herein) the matters described below, and we intend to defend vigorously each case. We have accrued for legal claims when, and to the extent that, amounts associated with the claims become probable and can be reasonably estimated. The actual costs of resolving legal claims may be substantially higher or lower than the amounts accrued for those claims.

For those matters as to which we are not able to estimate a possible loss or range of loss, we are not able to determine whether the loss will have a material adverse effect on our business, financial condition or results of operations or liquidity. For matters in this category, we have indicated in the descriptions that follow the reasons that we are unable to estimate the possible loss or range of loss.

Judicial Proceedings

We are a defendant in a number of lawsuits filed in state and federal courts containing various class action allegations under state wage-and-hour laws. At this time, we do not believe that any loss associated with these matters would have a material adverse effect on our financial condition, results of operations or liquidity.

UPS and our subsidiary The UPS Store, Inc., are defendants in *Morgate v. The UPS Store, Inc. et al.* an action in the Los Angeles Superior Court brought on behalf of a certified class of all franchisees who chose to rebrand their Mail Boxes Etc. franchises to The UPS Store in March 2003. Plaintiff alleges that UPS and The UPS Store, Inc. misrepresented and omitted facts to the class about the market tests that were conducted before offering the class the choice of whether to rebrand to The UPS Store. The trial is scheduled for June 2015.

There are multiple factors that prevent us from being able to estimate the amount of loss, if any, that may result from the remaining aspects of this case, including: (1) we are vigorously defending ourselves and believe we have a number of meritorious legal defenses; and (2) it remains uncertain what evidence of damages, if any, plaintiffs will be able to present. Accordingly, at this time, we are not able to estimate a possible loss or range of loss that may result from this matter or to determine whether such loss, if any, would have a material adverse effect on our financial condition, results of operations or liquidity.

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In *AFMS LLC v. UPS and FedEx Corporation*, a lawsuit filed in federal court in the Central District of California in August 2010, the plaintiff asserts that UPS and FedEx violated U.S. antitrust law by conspiring to refuse to negotiate with third-party negotiators retained by shippers and by individually imposing policies that prevent shippers from using such negotiators. UPS and FedEx have moved for summary judgment. There has been no ruling on those motions. The case does not have a trial date scheduled. The Antitrust Division of the U.S. Department of Justice (“DOJ”) has an ongoing civil investigation of our policies and practices for dealing with third-party negotiators. We are cooperating with this investigation. We deny any liability with respect to these matters and intend to vigorously defend ourselves. There are multiple factors that prevent us from being able to estimate the amount of loss, if any, that may result from these matters including: (1) we believe that we have a number of meritorious defenses; (2) the Court has not ruled on the pending dispositive motions; and (3) the DOJ investigation is pending. Accordingly, at this time, we are not able to estimate a possible loss or range of loss that may result from these matters or to determine whether such loss, if any, would have a material adverse effect on our financial condition, results of operations or liquidity.

In Canada, four purported class-action cases were filed against us in British Columbia (2006); Ontario (2007) and Québec (2006 and 2013). The cases each allege inadequate disclosure concerning the existence and cost of brokerage services provided by us under applicable provincial consumer protection legislation and infringement of interest restriction provisions under the Criminal Code of Canada. The British Columbia class action was declared inappropriate for certification and dismissed by the trial judge. That decision was upheld by the British Columbia Court of Appeal in March 2010, which ended the case in our favor. The Ontario class action was certified in September 2011. Partial summary judgment was granted to us and the plaintiffs by the Ontario motions court. The complaint under the Criminal Code was dismissed. No appeal is being taken from that decision. The allegations of inadequate disclosure were granted and we are appealing that decision. The motion to authorize the 2006 Québec litigation as a class action was dismissed by the motions judge in October 2012; there was no appeal, which ended that case in our favor. The 2013 Québec litigation also has been dismissed. We deny all liability and are vigorously defending the one outstanding case in Ontario. There are multiple factors that prevent us from being able to estimate the amount of loss, if any, that may result from this matter, including: (1) we are vigorously defending ourselves and believe that we have a number of meritorious legal defenses; and (2) there are unresolved questions of law and fact that could be important to the ultimate resolution of this matter. Accordingly, at this time, we are not able to estimate a possible loss or range of loss that may result from this matter or to determine whether such loss, if any, would have a material adverse effect on our financial condition, results of operations or liquidity.

Other Matters

In January 2008, a class action complaint was filed in the United States District Court for the Eastern District of New York alleging price-fixing activities relating to the provision of freight forwarding services. UPS was not named in this case. In July 2009, the plaintiffs filed a First Amended Complaint naming numerous global freight forwarders as defendants. UPS and UPS Supply Chain Solutions are among the 60 defendants named in the amended complaint. After two rounds of motions to dismiss, in October 2014, UPS entered into a settlement agreement with the plaintiffs to settle the remaining claims asserted against UPS for an immaterial amount. The court granted preliminary approval of the settlement on December 16, 2014. The settlement is subject to final court approval.

In August 2010, competition authorities in Brazil opened an administrative proceeding to investigate alleged anticompetitive behavior in the freight forwarding industry. Approximately 45 freight forwarding companies and individuals are named in the proceeding, including UPS, UPS SCS Transportes (Brasil) S.A., and a former employee in Brazil. UPS submitted its written defenses to these allegations in April 2014. UPS intends to continue to defend itself in these proceedings. In November 2012, the Commerce Commission of Singapore initiated an investigation with respect to similar matters.

We are cooperating with each of these investigations, and intend to continue to vigorously defend ourselves. There are multiple factors that prevent us from being able to estimate the amount of loss, if any, that may result from these matters including: (1) we are vigorously defending each matter and believe that we have a number of meritorious legal defenses; (2) there are unresolved questions of law that could be of importance to the ultimate resolutions of these matters, including the calculation of any potential fine; and (3) there is uncertainty about the time period that is the subject of the investigations. Accordingly, at this time, we are not able to estimate a possible loss or range of loss that may result from these matters or to determine whether such loss, if any, would have a material adverse effect on our financial condition, results of operations or liquidity.

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On March 29, 2013, we entered into a Non-Prosecution Agreement ("NPA") with the United States Attorney's Office in the Northern District of California in connection with an investigation by the Drug Enforcement Administration of shipments by illicit online pharmacies. Under the NPA, we forfeited \$40 million to the government, admitted to a Statement of Facts describing the conduct leading to the agreement, and agreed to implement an online pharmacy compliance program. The term of the NPA is two years. We have petitioned the government to shorten that term in its discretion to a lesser period pursuant to the terms of the NPA. The NPA did not have a material impact on our financial condition, results of operations or liquidity.

In January 2014, we received a Civil Investigative Demand from the DOJ seeking documents related to possible violations of the False Claims Act ("FCA") in connection with delivery services provided to government customers where guaranteed commitment times allegedly were not met. The General Services Administration - Office of Inspector General had previously sought similar documents. The Company has been cooperating with these inquiries and is in discussions with the DOJ to resolve all claims by the federal government regarding this matter. We do not believe that a negotiated resolution would have a material adverse effect on our financial condition, results of operations or liquidity. We also have been contacted by several states requesting this information. The Company has been cooperating with these inquiries.

It is not possible to predict the potential outcome of the state inquiries at this stage, or to reasonably estimate the range or amount of possible loss, if any, that may result from these investigations based on a number of factors, including: (1) the investigations are not complete; (2) these matters are at an early stage and there are unresolved questions of law and fact that could be of importance to the ultimate resolution of these matters; (3) the scope and size of potentially affected government customers and the time period covered by potential claims remains uncertain; and (4) our current intention to vigorously defend any claims of FCA violations. Accordingly, at this time, we are not able to estimate a possible loss or range of loss that may result from these matters or to determine whether such loss, if any, would have a material adverse effect on our financial condition, results of operations or liquidity.

On February 18, 2015, the State and City of New York filed suit against UPS arising from alleged shipments of cigarettes to New York State and City residents. The complaint asserts claims under various federal and state laws. The complaint also includes a claim that UPS violated the Assurance of Discontinuance it entered into with the New York Attorney General concerning cigarette deliveries in 2005. There are multiple factors that prevent us from being able to estimate the amount of loss, if any, that may result from this case, including: (1) we are vigorously defending ourselves and believe we have a number of meritorious factual and legal defenses; and (2) it remains uncertain what evidence of their claims and damages, if any, plaintiffs will be able to present. Accordingly, at this time, we are not able to estimate a possible loss or range of loss that may result from this matter or to determine whether such loss, if any, would have a material adverse effect on our financial condition, results of operations or liquidity.

We are a defendant in various other lawsuits that arose in the normal course of business. We do not believe that the eventual resolution of these other lawsuits (either individually or in the aggregate), including any reasonably possible losses in excess of current accruals, will have a material adverse effect on our financial condition, results of operations or liquidity.

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NOTE 9. SHAREOWNERS' EQUITY

Capital Stock, Additional Paid-In Capital, and Retained Earnings

We maintain two classes of common stock, which are distinguished from each other by their respective voting rights. Class A shares of UPS are entitled to 10 votes per share, whereas class B shares are entitled to one vote per share. Class A shares are primarily held by UPS employees and retirees, as well as trusts and descendants of the Company's founders, and these shares are fully convertible into class B shares at any time. Class B shares are publicly traded on the New York Stock Exchange ("NYSE") under the symbol "UPS". Class A and B shares both have a \$0.01 par value, and as of December 31, 2014, there were 4.6 billion class A shares and 5.6 billion class B shares authorized to be issued. Additionally, there are 200 million preferred shares authorized to be issued, with a par value of \$0.01 per share; as of December 31, 2014, no preferred shares had been issued.

The following is a rollforward of our common stock, additional paid-in capital, and retained earnings accounts (in millions, except per share amounts):

| | 2014 | | 2013 | | 2012 | |
|--|------------|-----------------|------------|-----------------|------------|-----------------|
| | Shares | Dollars | Shares | Dollars | Shares | Dollars |
| Class A Common Stock | | | | | | |
| Balance at beginning of year | 212 | \$ 2 | 225 | \$ 3 | 240 | \$ 3 |
| Common stock purchases | (5) | — | (8) | (1) | (9) | — |
| Stock award plans | 5 | — | 9 | — | 8 | — |
| Common stock issuances | 3 | — | 4 | — | 3 | — |
| Conversions of class A to class B common stock | (14) | — | (18) | — | (17) | — |
| Class A shares issued at end of year | <u>201</u> | <u>\$ 2</u> | <u>212</u> | <u>\$ 2</u> | <u>225</u> | <u>\$ 3</u> |
| Class B Common Stock | | | | | | |
| Balance at beginning of year | 712 | \$ 7 | 729 | \$ 7 | 725 | \$ 7 |
| Common stock purchases | (21) | — | (35) | — | (13) | — |
| Conversions of class A to class B common stock | 14 | — | 18 | — | 17 | — |
| Class B shares issued at end of year | <u>705</u> | <u>\$ 7</u> | <u>712</u> | <u>\$ 7</u> | <u>729</u> | <u>\$ 7</u> |
| Additional Paid-In Capital | | | | | | |
| Balance at beginning of year | | \$ — | | \$ — | | \$ — |
| Stock award plans | | 656 | | 554 | | 444 |
| Common stock purchases | | (918) | | (768) | | (943) |
| Common stock issuances | | 309 | | 307 | | 293 |
| Option premiums received (paid) | | (47) | | (93) | | 206 |
| Balance at end of year | | <u>\$ —</u> | | <u>\$ —</u> | | <u>\$ —</u> |
| Retained Earnings | | | | | | |
| Balance at beginning of year | | \$ 6,925 | | \$ 7,997 | | \$ 10,128 |
| Net income attributable to controlling interests | | 3,032 | | 4,372 | | 807 |
| Dividends (\$2.68, \$2.48 and \$2.28 per share) | | (2,487) | | (2,367) | | (2,243) |
| Common stock purchases | | (1,744) | | (3,077) | | (695) |
| Balance at end of year | | <u>\$ 5,726</u> | | <u>\$ 6,925</u> | | <u>\$ 7,997</u> |

For the years ended December 31, 2014, 2013 and 2012, we repurchased a total of 26.4, 43.2 and 21.8 million shares of class A and class B common stock for \$2.662, \$3.846 and \$1.638 billion, respectively (\$2.695, \$3.838 and \$1.621 billion in repurchases for 2014, 2013 and 2012, respectively, are reported on the cash flow statement due to the timing of settlements). On February 14, 2013, the Board of Directors approved a new share repurchase authorization of \$10.0 billion, which replaced an authorization previously announced in 2012. This new share repurchase authorization has no expiration date. As of December 31, 2014, we had \$4.152 billion of this share repurchase authorization remaining.

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From time to time, we enter into share repurchase programs with large financial institutions to assist in our buyback of company stock. These programs allow us to repurchase our shares at a price below the weighted average UPS share price for a given period. During the fourth quarter of 2014, we entered into an accelerated share repurchase program, which allowed us to repurchase \$400 million of shares (3.7 million shares). The program was completed in December 2014.

In order to lower the average cost of acquiring shares in our ongoing share repurchase program, we periodically enter into structured repurchase agreements involving the use of capped call options for the purchase of UPS class B shares. We pay a fixed sum of cash upon execution of each agreement in exchange for the right to receive either a pre-determined amount of cash or stock. Upon expiration of each agreement, if the closing market price of our common stock is above the pre-determined price, we will have our initial investment returned with a premium in either cash or shares (at our election). If the closing market price of our common stock is at or below the pre-determined price, we will receive the number of shares specified in the agreement. We paid net premiums of \$47 and \$93 million during 2014 and 2013, respectively, related to entering into and settling capped call options for the purchase of class B shares. As of December 31, 2014, we had outstanding options for the purchase of 1.7 million shares with an average strike price of \$100.01 per share that will settle in the first and second quarters of 2015.

Accumulated Other Comprehensive Income (Loss)

We incur activity in AOCI for unrealized holding gains and losses on available-for-sale securities, foreign currency translation adjustments, unrealized gains and losses from derivatives that qualify as hedges of cash flows and unrecognized pension and postretirement benefit costs. The activity in AOCI is as follows (in millions):

| | 2014 | 2013 | 2012 |
|--|-------------------|-----------------|-------------------|
| Foreign currency translation gain (loss): | | | |
| Balance at beginning of year | \$ (126) | \$ 134 | \$ (160) |
| Reclassification to earnings (no tax impact in any period) | — | (161) | — |
| Translation adjustment (net of tax effect of \$105, \$(5), and \$(9)) | (331) | (99) | 294 |
| Balance at end of year | (457) | (126) | 134 |
| Unrealized gain (loss) on marketable securities, net of tax: | | | |
| Balance at beginning of year | (1) | 6 | 6 |
| Current period changes in fair value (net of tax effect of \$1, \$(3), and \$4) | 2 | (4) | 6 |
| Reclassification to earnings (net of tax effect of \$0, \$(2), and \$(3)) | (1) | (3) | (6) |
| Balance at end of year | — | (1) | 6 |
| Unrealized gain (loss) on cash flow hedges, net of tax: | | | |
| Balance at beginning of year | (219) | (286) | (204) |
| Current period changes in fair value (net of tax effect of \$133, \$1 and \$(25)) | 220 | 1 | (43) |
| Reclassification to earnings (net of tax effect of \$35, \$39, and \$(24)) | 60 | 66 | (39) |
| Balance at end of year | 61 | (219) | (286) |
| Unrecognized pension and postretirement benefit costs, net of tax: | | | |
| Balance at beginning of year | (114) | (3,208) | (2,745) |
| Reclassification to earnings (net of tax effect of \$870, \$67, and \$1,876) | 1,462 | 111 | 3,135 |
| Net actuarial gain (loss) and prior service cost resulting from remeasurements of plan assets and liabilities (net of tax effect of \$(2,714), \$1,786, and \$(2,151)) | (4,546) | 2,983 | (3,598) |
| Balance at end of year | (3,198) | (114) | (3,208) |
| Accumulated other comprehensive income (loss) at end of year | <u>\$ (3,594)</u> | <u>\$ (460)</u> | <u>\$ (3,354)</u> |

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Detail of the gains (losses) reclassified from AOCI to the statements of consolidated income for the years ended December 31, 2014, 2013 and 2012 is as follows (in millions):

| | 2014 Amount Reclassified from AOCI | 2013 Amount Reclassified from AOCI | 2012 Amount Reclassified from AOCI | Affected Line Item in the Income Statement |
|---|--|--|--|---|
| Foreign currency translation gain (loss): | | | | |
| Liquidation of foreign subsidiary | \$ — | \$ 161 | \$ — | Other expenses |
| Income tax (expense) benefit | — | — | — | Income tax expense |
| Impact on net income | — | 161 | — | Net income |
| Unrealized gain (loss) on marketable securities: | | | | |
| Realized gain (loss) on sale of securities | 1 | 5 | 9 | Investment income |
| Income tax (expense) benefit | — | (2) | (3) | Income tax expense |
| Impact on net income | 1 | 3 | 6 | Net income |
| Unrealized gain (loss) on cash flow hedges: | | | | |
| Interest rate contracts | (23) | (22) | (22) | Interest expense |
| Foreign exchange contracts | (48) | 18 | 24 | Interest expense |
| Foreign exchange contracts | (24) | (53) | 61 | Revenue |
| Commodity contracts | — | (48) | — | Fuel expense |
| Income tax (expense) benefit | 35 | 39 | (24) | Income tax expense |
| Impact on net income | (60) | (66) | 39 | Net income |
| Unrecognized pension and postretirement benefit costs: | | | | |
| Prior service costs | (170) | (178) | (5,011) | Compensation and benefits |
| Settlement and curtailment loss | (356) | — | — | Compensation and benefits |
| Remeasurement of benefit obligation | (1,806) | — | — | Compensation and benefits |
| Income tax (expense) benefit | 870 | 67 | 1,876 | Income tax expense |
| Impact on net income | (1,462) | (111) | (3,135) | Net income |
| Total amount reclassified for the period | \$ (1,521) | \$ (13) | \$ (3,090) | Net income |

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Deferred Compensation Obligations and Treasury Stock

We maintain a deferred compensation plan whereby certain employees were previously able to elect to defer the gains on stock option exercises by deferring the shares received upon exercise into a rabbi trust. The shares held in this trust are classified as treasury stock, and the liability to participating employees is classified as “deferred compensation obligations” in the shareowners’ equity section of the consolidated balance sheets. The number of shares needed to settle the liability for deferred compensation obligations is included in the denominator in both the basic and diluted earnings per share calculations. Employees are generally no longer able to defer the gains from stock options exercised subsequent to December 31, 2004. Activity in the deferred compensation program for the years ended December 31, 2014, 2013 and 2012 is as follows (in millions):

| | 2014 | | 2013 | | 2012 | |
|--|------------|----------------|------------|----------------|------------|----------------|
| | Shares | Dollars | Shares | Dollars | Shares | Dollars |
| Deferred Compensation Obligations | | | | | | |
| Balance at beginning of year | | \$ 69 | | \$ 78 | | \$ 88 |
| Reinvested dividends | | 2 | | 4 | | 3 |
| Options exercise deferrals | | — | | — | | — |
| Benefit payments | | (12) | | (13) | | (13) |
| Balance at end of year | | <u>\$ 59</u> | | <u>\$ 69</u> | | <u>\$ 78</u> |
| Treasury Stock | | | | | | |
| Balance at beginning of year | (1) | \$ (69) | (1) | \$ (78) | (2) | \$ (88) |
| Reinvested dividends | — | (2) | — | (4) | — | (3) |
| Options exercise deferrals | — | — | — | — | — | — |
| Benefit payments | — | 12 | — | 13 | 1 | 13 |
| Balance at end of year | <u>(1)</u> | <u>\$ (59)</u> | <u>(1)</u> | <u>\$ (69)</u> | <u>(1)</u> | <u>\$ (78)</u> |

Noncontrolling Interests

We have noncontrolling interests in certain consolidated subsidiaries in our International Package and Supply Chain & Freight segments, primarily in international locations. The activity related to our noncontrolling interests is presented below (in millions):

| | 2014 | 2013 | 2012 |
|---|--------------|--------------|--------------|
| Noncontrolling Interests | | | |
| Balance at beginning of period | \$ 14 | \$ 80 | \$ 73 |
| Purchase of noncontrolling interests | 3 | (66) | 7 |
| Dividends attributable to noncontrolling interests | — | — | — |
| Net income attributable to noncontrolling interests | — | — | — |
| Balance at end of period | <u>\$ 17</u> | <u>\$ 14</u> | <u>\$ 80</u> |

In January 2013, we repurchased the noncontrolling interest in our joint venture that operates in the Middle East, Turkey, and portions of the Central Asia region for \$70 million. After this transaction, we own 100% of this entity.

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NOTE 10. STOCK-BASED COMPENSATION

The UPS Incentive Compensation Plan permits the grant of nonqualified and incentive stock options, stock appreciation rights, restricted stock and stock units, and restricted performance shares and units, to eligible employees. The number of shares reserved for issuance under the Incentive Compensation Plan is 27 million. Each share issued pursuant to restricted stock units and restricted performance units (collectively referred to as "Restricted Units"), stock options and other permitted awards will reduce the share reserve by one share. We had 16 million shares available to be issued under the Incentive Compensation Plan as of December 31, 2014.

There are currently three primary awards granted to eligible employees under the UPS Incentive Compensation Plan, including the Management Incentive Award, Long-Term Incentive Performance Award and Non-Qualified Stock Option Award. These awards are discussed in the following paragraphs. The total expense recognized in our income statement under all stock compensation award programs was \$536, \$513 and \$547 million during 2014, 2013 and 2012, respectively. The associated income tax benefit recognized in our income statement was \$199, \$190 and \$201 million during 2014, 2013 and 2012, respectively. The cash income tax benefit received from the exercise of stock options and the lapsing of Restricted Units was \$261, \$286 and \$265 million during 2014, 2013 and 2012, respectively.

Management Incentive Award

Non-executive management earning the right to receive the Management Incentive Award are determined annually by the Salary Committee, which is comprised of executive officers of the Company. Awards granted to executive officers are determined annually by the Compensation Committee of the UPS Board of Directors. Our Management Incentive Award program provides, with certain exceptions, that one-half to two-thirds of the annual Management Incentive Award will be made in Restricted Units (depending upon the level of management involved). The other one-third to one-half of the award is in the form of cash or unrestricted shares of class A common stock, and is fully vested at the time of grant.

Upon vesting, Restricted Units result in the issuance of the equivalent number of UPS class A common shares after required tax withholdings. Except in the case of death, disability, or retirement, Restricted Units granted for our Management Incentive Award generally vest over a five year period with approximately 20% of the award vesting at each anniversary date of the grant. The entire grant is expensed on a straight-line basis over the requisite service period. All Restricted Units granted are subject to earlier cancellation or vesting under certain conditions. Dividends earned on Restricted Units are reinvested in additional Restricted Units at each dividend payable date.

Long-Term Incentive Performance Award granted prior to 2014

We awarded Restricted Units in conjunction with our Long-Term Incentive Performance Award program to certain eligible employees. The Restricted Units ultimately granted under the Long-Term Incentive Performance Award program are based upon the achievement of certain performance measures, including growth in consolidated revenue and operating return on invested capital, each year during the performance award cycle, and other measures, including the achievement of an adjusted earnings per share target, over the entire three year performance award cycle. The Restricted Units granted under this program vest at the end of the three year performance award cycle, except in the case of death disability, or retirement, in which case immediate vesting occurs.

As of December 31, 2014, we had the following Restricted Units outstanding, including reinvested dividends, that were granted under our Management Incentive Award program and Long-Term Incentive Performance Award program (granted prior to 2014):

| | Shares (in thousands) | Weighted Average Grant Date Fair Value | Weighted Average Remaining Contractual Term (in years) | Aggregate Intrinsic Value (in millions) |
|-----------------------------------|--------------------------|--|--|--|
| Nonvested at January 1, 2014 | 12,748 | \$ 74.60 | | |
| Vested | (6,455) | 71.61 | | |
| Granted | 5,064 | 92.35 | | |
| Reinvested Dividends | 363 | N/A | | |
| Forfeited / Expired | (161) | 81.73 | | |
| Nonvested at December 31, 2014 | 11,559 | \$ 82.58 | 1.39 | \$ 1,285 |
| Restricted Units Expected to Vest | 11,292 | \$ 82.62 | 1.38 | \$ 1,255 |

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The fair value of each Restricted Unit is the NYSE closing price of class B common stock on the date of grant. The weighted-average grant date fair value of Restricted Units granted during 2014, 2013 and 2012 was \$92.35, \$80.18 and \$77.21, respectively. The total fair value of Restricted Units vested was \$579, \$510 and \$627 million in 2014, 2013 and 2012, respectively. As of December 31, 2014, there was \$483 million of total unrecognized compensation cost related to nonvested Restricted Units. That cost is expected to be recognized over a weighted average period of three years.

Long-Term Incentive Performance Award granted in 2014

Beginning with the Long-Term Incentive Performance grant in 2014, the performance targets are equally-weighted among consolidated operating return on invested capital, growth in consolidated revenue, and total shareowner return relative to a peer group of companies. The Restricted Units granted under this award generally vest at the end of a three-year period (except in the case of death disability, or retirement, in which case immediate vesting occurs on a prorated basis). The number of Restricted Units earned will be based on the percentage achievement of the performance targets set forth on the grant date. The range of percentage achievement can vary from 0% to 200% of the target award.

For the two-thirds of the award related to consolidated operating return on invested capital and growth in consolidated revenue, we recognize the grant-date fair value of these units (less estimated forfeitures) as compensation expense ratably over the vesting period, based on the number of awards expected to be earned. The remaining one-third of the award related to total shareowner return relative to a peer group is valued using a Monte Carlo model. This portion of the award was valued at a share payout of 109.84% of the target grant, and is recognized as compensation expense (less estimated forfeitures) ratably over the vesting period.

As of December 31, 2014, we had the following Restricted Units outstanding, including reinvested dividends, that were granted under our 2014 Long-Term Incentive Performance Award:

| | Shares (in thousands) | Weighted Average Grant Date Fair Value | Weighted Average Remaining Contractual Term (in years) | Aggregate Intrinsic Value (in millions) |
|------------------------------------|--------------------------|---|--|--|
| Nonvested at January 1, 2014 | — | \$ — | | |
| Vested | (28) | 96.98 | | |
| Granted | 932 | 96.98 | | |
| Reinvested Dividends | 17 | N/A | | |
| Forfeited / Expired | (106) | 96.98 | | |
| Nonvested at December 31, 2014 | 815 | \$ 96.98 | 2.08 | \$ 91 |
| Performance Units Expected to Vest | 777 | \$ 96.98 | 2.08 | \$ 86 |

The fair value of each Restricted Unit is the NYSE closing price of class B common stock on the date of grant. The weighted-average grant date fair value of Restricted Units granted during 2014 was \$96.98. The total fair value of Restricted Units vested was \$2 million in 2014. As of December 31, 2014, there was \$54 million of total unrecognized compensation cost related to nonvested Restricted Units. That cost is expected to be recognized over a weighted average period of two years.

Nonqualified Stock Options

We maintain fixed stock option plans, under which options are granted to purchase shares of UPS class A common stock. Stock options granted in connection with the Incentive Compensation Plan must have an exercise price at least equal to the NYSE closing price of UPS class B common stock on the date the option is granted.

Executive officers and certain senior managers receive a non-qualified stock option grant annually, in which the value granted is determined as a percentage of salary. Options granted generally vest over a five year period with approximately 20% of the award vesting at each anniversary date of the grant. All options granted are subject to earlier cancellation or vesting under certain conditions. Option holders may exercise their options via the tender of cash or class A common stock, and new class A shares are issued upon exercise.

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The following is an analysis of options to purchase shares of class A common stock issued and outstanding:

| | Shares (in thousands) | Weighted Average Exercise Price | Weighted Average Remaining Contractual Term (in years) | Aggregate Intrinsic Value (in millions) |
|-------------------------------------|--------------------------|---------------------------------------|--|--|
| Outstanding at January 1, 2014 | 5,212 | \$ 73.73 | | |
| Exercised | (1,620) | 72.52 | | |
| Granted | 127 | 96.98 | | |
| Forfeited / Expired | (28) | 72.82 | | |
| Outstanding at December 31, 2014 | 3,691 | \$ 75.07 | 2.85 | \$ 133 |
| Options Vested and Expected to Vest | 3,691 | \$ 75.07 | 2.85 | \$ 133 |
| Exercisable at December 31, 2014 | 3,356 | \$ 74.20 | 2.35 | \$ 124 |

The fair value of each option grant is estimated using the Black-Scholes option pricing model. The weighted average assumptions used, by year, and the calculated weighted average fair values of options, are as follows:

| | 2014 | 2013 | 2012 |
|--|----------|----------|----------|
| Expected dividend yield | 2.56% | 2.75% | 2.77% |
| Risk-free interest rate | 2.40% | 1.38% | 1.63% |
| Expected life in years | 7.5 | 7.5 | 7.5 |
| Expected volatility | 24.26% | 24.85% | 25.06% |
| Weighted average fair value of options granted | \$ 20.48 | \$ 15.50 | \$ 14.88 |

Expected volatilities are based on the historical returns on our stock and the implied volatility of our publicly-traded options. The expected dividend yield is based on the recent historical dividend yields for our stock, taking into account changes in dividend policy. The risk-free interest rate is based on the term structure of interest rates at the time of the option grant. The expected life represents an estimate of the period of time options are expected to remain outstanding, and we have relied upon a combination of the observed exercise behavior of our prior grants with similar characteristics, the vesting schedule of the grants, and an index of peer companies with similar grant characteristics in estimating this variable.

We received cash of \$85, \$292 and \$122 million during 2014, 2013 and 2012, respectively, from option holders resulting from the exercise of stock options. The total intrinsic value of options exercised during 2014, 2013 and 2012 was \$47, \$92 and \$39 million, respectively. As of December 31, 2014, there was \$1 million of total unrecognized compensation cost related to nonvested options. That cost is expected to be recognized over a weighted average period of 3 years and 2 months.

The following table summarizes information about stock options outstanding and exercisable at December 31, 2014:

| Exercise Price Range | Options Outstanding | | | Options Exercisable | |
|----------------------|--------------------------|----------------------------|------------------------------|--------------------------|------------------------------|
| | Shares (in thousands) | Average Life (in years) | Average Exercise Price | Shares (in thousands) | Average Exercise Price |
| \$50.01 - \$70.00 | 264 | 4.85 | \$ 61.52 | 246 | \$ 61.11 |
| \$70.01 - \$80.00 | 2,118 | 2.52 | 72.05 | 2,002 | 71.82 |
| \$80.01 - \$90.00 | 1,182 | 2.30 | 81.17 | 1,081 | 81.00 |
| \$90.01 - \$100.00 | 127 | 9.18 | 96.98 | 27 | 96.98 |
| | 3,691 | 2.85 | \$ 75.07 | 3,356 | \$ 74.20 |

Discounted Employee Stock Purchase Plan

We maintain an employee stock purchase plan for all eligible employees. Under this plan, shares of UPS class A common stock may be purchased at quarterly intervals at 95% of the NYSE closing price of UPS class B common stock on the last day of each quarterly period. Employees purchased 0.9, 1.1 and 1.2 million shares at average prices of \$95.67, \$79.74 and \$72.17 per share during 2014, 2013 and 2012, respectively. This plan is not considered to be compensatory, and therefore no compensation cost is measured for the employees' purchase rights.

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NOTE 11. SEGMENT AND GEOGRAPHIC INFORMATION

We report our operations in three segments: U.S. Domestic Package operations, International Package operations and Supply Chain & Freight operations. Package operations represent our most significant business and are broken down into regional operations around the world. Regional operations managers are responsible for both domestic and export products within their geographic area.

U.S. Domestic Package

Domestic Package operations include the time-definite delivery of letters, documents and packages throughout the United States.

International Package

International Package operations include delivery to more than 220 countries and territories worldwide, including shipments wholly outside the United States, as well as shipments with either origin or destination outside the United States. Our International Package reporting segment includes the operations of our Europe, Asia, Americas and ISMEA (Indian Subcontinent, Middle East and Africa) operating segments.

Supply Chain & Freight

Supply Chain & Freight includes our forwarding and logistics operations, UPS Freight and other aggregated business units. Our forwarding and logistics business provides services in more than 195 countries and territories worldwide, and includes international air and ocean freight forwarding, customs brokerage, distribution and post-sales services, and mail and consulting services. UPS Freight offers a variety of LTL and TL services to customers in North America. Other aggregated business units within this segment include The UPS Store, UPS Capital and UPS Customer Solutions.

In evaluating financial performance, we focus on operating profit as a segment's measure of profit or loss. Operating profit is before investment income, interest expense and income taxes. The accounting policies of the reportable segments are the same as those described in the summary of accounting policies (see note 1), with certain expenses allocated between the segments using activity-based costing methods. Unallocated assets are comprised primarily of cash, marketable securities, and certain investment partnerships.

Segment information as of, and for the years ended, December 31 is as follows (in millions):

| | 2014 | 2013 | 2012 |
|---|------------------|------------------|------------------|
| Revenue: | | | |
| U.S. Domestic Package | \$ 35,851 | \$ 34,074 | \$ 32,856 |
| International Package | 12,988 | 12,429 | 12,124 |
| Supply Chain & Freight | 9,393 | 8,935 | 9,147 |
| Consolidated | <u>\$ 58,232</u> | <u>\$ 55,438</u> | <u>\$ 54,127</u> |
| Operating Profit: | | | |
| U.S. Domestic Package | \$ 2,859 | \$ 4,603 | \$ 459 |
| International Package | 1,677 | 1,757 | 869 |
| Supply Chain & Freight | 432 | 674 | 15 |
| Consolidated | <u>\$ 4,968</u> | <u>\$ 7,034</u> | <u>\$ 1,343</u> |
| Assets: | | | |
| U.S. Domestic Package | \$ 20,716 | \$ 19,648 | \$ 19,934 |
| International Package | 7,853 | 8,463 | 11,248 |
| Supply Chain & Freight | 6,024 | 6,624 | 6,610 |
| Unallocated | 878 | 1,477 | 1,071 |
| Consolidated | <u>\$ 35,471</u> | <u>\$ 36,212</u> | <u>\$ 38,863</u> |
| Depreciation and Amortization Expense: | | | |
| U.S. Domestic Package | \$ 1,276 | \$ 1,229 | \$ 1,220 |
| International Package | 478 | 473 | 475 |
| Supply Chain & Freight | 169 | 165 | 163 |
| Consolidated | <u>\$ 1,923</u> | <u>\$ 1,867</u> | <u>\$ 1,858</u> |

UNITED PARCEL SERVICE, INC. AND SUBSIDIARIES
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Revenue by product type for the years ended December 31 is as follows (in millions):

| | 2014 | 2013 | 2012 |
|------------------------------------|------------------|------------------|------------------|
| U.S. Domestic Package: | | | |
| Next Day Air | \$ 6,581 | \$ 6,443 | \$ 6,412 |
| Deferred | 3,672 | 3,437 | 3,392 |
| Ground | 25,598 | 24,194 | 23,052 |
| Total U.S. Domestic Package | 35,851 | 34,074 | 32,856 |
| International Package: | | | |
| Domestic | 2,784 | 2,667 | 2,531 |
| Export | 9,586 | 9,166 | 9,033 |
| Cargo | 618 | 596 | 560 |
| Total International Package | 12,988 | 12,429 | 12,124 |
| Supply Chain & Freight: | | | |
| Forwarding and Logistics | 5,758 | 5,492 | 5,977 |
| Freight | 3,048 | 2,882 | 2,640 |
| Other | 587 | 561 | 530 |
| Total Supply Chain & Freight | 9,393 | 8,935 | 9,147 |
| Consolidated | <u>\$ 58,232</u> | <u>\$ 55,438</u> | <u>\$ 54,127</u> |

Geographic information as of, and for the years ended, December 31 is as follows (in millions):

| | 2014 | 2013 | 2012 |
|-----------------------|-----------|-----------|-----------|
| United States: | | | |
| Revenue | \$ 43,840 | \$ 41,772 | \$ 40,428 |
| Long-lived assets | \$ 15,902 | \$ 15,651 | \$ 16,262 |
| International: | | | |
| Revenue | \$ 14,392 | \$ 13,666 | \$ 13,699 |
| Long-lived assets | \$ 6,105 | \$ 6,297 | \$ 5,312 |
| Consolidated: | | | |
| Revenue | \$ 58,232 | \$ 55,438 | \$ 54,127 |
| Long-lived assets | \$ 22,007 | \$ 21,948 | \$ 21,574 |

Long-lived assets include property, plant and equipment, pension and postretirement benefit assets, long-term investments, goodwill, and intangible assets.

No countries outside of the United States, nor any individual customers, provided 10% or more of consolidated revenue for the years ended December 31, 2014, 2013 or 2012.

UNITED PARCEL SERVICE, INC. AND SUBSIDIARIES
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NOTE 12. INCOME TAXES

The income tax expense (benefit) for the years ended December 31 consists of the following (in millions):

| | 2014 | 2013 | 2012 |
|----------------------|----------|----------|----------|
| Current: | | | |
| U.S. Federal | \$ 932 | \$ 2,181 | \$ 1,901 |
| U.S. State and Local | 103 | 205 | 182 |
| Non-U.S. | 185 | 162 | 167 |
| Total Current | 1,220 | 2,548 | 2,250 |
| Deferred: | | | |
| U.S. Federal | 427 | (242) | (1,871) |
| U.S. State and Local | (11) | (22) | (201) |
| Non-U.S. | (31) | 18 | (11) |
| Total Deferred | 385 | (246) | (2,083) |
| Total | \$ 1,605 | \$ 2,302 | \$ 167 |

Income before income taxes includes the following components (in millions):

| | 2014 | 2013 | 2012 |
|---------------|----------|----------|--------|
| United States | \$ 3,819 | \$ 6,040 | \$ 384 |
| Non-U.S. | 818 | 634 | 590 |
| | \$ 4,637 | \$ 6,674 | \$ 974 |

A reconciliation of the statutory federal income tax rate to the effective income tax rate for the years ended December 31 consists of the following:

| | 2014 | 2013 | 2012 |
|--|-------|-------|-------|
| Statutory U.S. federal income tax rate | 35.0% | 35.0% | 35.0% |
| U.S. state and local income taxes (net of federal benefit) | 1.2 | 2.1 | — |
| Non-U.S. tax rate differential | (2.4) | (1.3) | (6.1) |
| Nondeductible/nontaxable items | 1.3 | (0.2) | (0.4) |
| U.S. federal tax credits | (1.5) | (1.2) | (7.4) |
| Other | 1.0 | 0.1 | (4.0) |
| Effective income tax rate | 34.6% | 34.5% | 17.1% |

Our effective tax rate increased to 34.6% in 2014, compared with 34.5% in 2013, largely due to the impact of the gain from liquidating a foreign subsidiary in early 2013 not being taxable (see note 15), offset by favorable changes in the proportion of our taxable income in certain U.S. and non-U.S. jurisdictions relative to total pre-tax income and the increase in U.S. Federal and state tax credits relative to total pre-tax income.

Beginning in 2012, we were granted a tax incentive for certain of our non-U.S. operations, which is effective through December 31, 2017 and may be extended through December 31, 2022 if additional requirements are satisfied. The tax incentive is conditional upon our meeting specific employment and investment thresholds. The impact of this tax incentive decreased non-U.S. tax expense by \$21 and \$20 million for 2014 and 2013, respectively.

UNITED PARCEL SERVICE, INC. AND SUBSIDIARIES
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Deferred tax liabilities and assets are comprised of the following at December 31 (in millions):

| | 2014 | 2013 |
|--|-----------------|-----------------|
| Fixed assets and capitalized software | \$ (4,816) | \$ (4,624) |
| Other | (424) | (756) |
| Deferred tax liabilities | <u>(5,240)</u> | <u>(5,380)</u> |
| Pension and postretirement benefits | 4,722 | 3,086 |
| Loss and credit carryforwards (non-U.S. and state) | 250 | 279 |
| Insurance reserves | 745 | 765 |
| Stock compensation | 242 | 70 |
| Other | 630 | 933 |
| Deferred tax assets | <u>6,589</u> | <u>5,133</u> |
| Deferred tax assets valuation allowance | (208) | (251) |
| Deferred tax asset (net of valuation allowance) | <u>6,381</u> | <u>4,882</u> |
| Net deferred tax asset (liability) | <u>\$ 1,141</u> | <u>\$ (498)</u> |
| Amounts recognized in the consolidated balance sheets: | | |
| Current deferred tax assets | \$ 590 | \$ 684 |
| Current deferred tax liabilities (included in other current liabilities) | (18) | (48) |
| Non-current deferred tax assets | 652 | 110 |
| Non-current deferred tax liabilities | (83) | (1,244) |
| Net deferred tax asset (liability) | <u>\$ 1,141</u> | <u>\$ (498)</u> |

The valuation allowance changed by \$(43), \$31 and \$15 million during the years ended December 31, 2014, 2013 and 2012, respectively.

We have U.S. state and local operating loss and credit carryforwards as follows (in millions):

| | 2014 | 2013 |
|---|--------|--------|
| U.S. state and local operating loss carryforwards | \$ 815 | \$ 546 |
| U.S. state and local credit carryforwards | \$ 52 | \$ 42 |

The operating loss carryforwards expire at varying dates through 2034. The state credits can be carried forward for periods ranging from three years to indefinitely.

We also have non-U.S. loss carryforwards of approximately \$586 million as of December 31, 2014, the majority of which may be carried forward indefinitely. As indicated in the table above, we have established a valuation allowance for certain non-U.S. and state carryforwards, due to the uncertainty resulting from a lack of previous taxable income within the applicable tax jurisdictions.

Undistributed earnings of foreign subsidiaries amounted to approximately \$4.683 billion at December 31, 2014. Those earnings are considered to be indefinitely reinvested and, accordingly, no deferred income taxes have been provided thereon. Upon distribution of those earnings in the form of dividends or otherwise, we would be subject to income taxes and withholding taxes payable in various jurisdictions, which could potentially be offset by foreign tax credits. Determination of the amount of unrecognized deferred income tax liability is not practicable because of the complexities associated with its hypothetical calculation.

UNITED PARCEL SERVICE, INC. AND SUBSIDIARIES
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The following table summarizes the activity related to our unrecognized tax benefits (in millions):

| | Tax | Interest | Penalties |
|--|--------|----------|-----------|
| Balance at January 1, 2012 | \$ 252 | \$ 73 | \$ 3 |
| Additions for tax positions of the current year | 13 | — | — |
| Additions for tax positions of prior years | 7 | 9 | 1 |
| Reductions for tax positions of prior years for: | | | |
| Changes based on facts and circumstances | (22) | (18) | — |
| Settlements during the period | (3) | (7) | — |
| Lapses of applicable statute of limitations | (15) | (4) | — |
| Balance at December 31, 2012 | 232 | 53 | 4 |
| Additions for tax positions of the current year | 15 | — | — |
| Additions for tax positions of prior years | 20 | 9 | 2 |
| Reductions for tax positions of prior years for: | | | |
| Changes based on facts and circumstances | (67) | (23) | (1) |
| Settlements during the period | (8) | 1 | — |
| Lapses of applicable statute of limitations | (1) | — | (1) |
| Balance at December 31, 2013 | 191 | 40 | 4 |
| Additions for tax positions of the current year | 15 | — | — |
| Additions for tax positions of prior years | 51 | 13 | — |
| Reductions for tax positions of prior years for: | | | |
| Changes based on facts and circumstances | (74) | (8) | — |
| Settlements during the period | (10) | (2) | — |
| Lapses of applicable statute of limitations | (1) | (1) | (1) |
| Balance at December 31, 2014 | \$ 172 | \$ 42 | \$ 3 |

The total amount of gross unrecognized tax benefits as of December 31, 2014, 2013 and 2012 that, if recognized, would affect the effective tax rate was \$166, \$185 and \$224 million, respectively. We also had gross recognized tax benefits of \$54, \$281 and \$280 million recorded as of December 31, 2014, 2013 and 2012, respectively, associated with outstanding refund claims for prior tax years. We had a net payable recorded with respect to prior years' income tax matters in the accompanying consolidated balance sheets as of December 31, 2014, and a net receivable recorded with respect to prior years' income tax matters as of December 31, 2013 and 2012. We have also recognized a receivable for interest of \$4, \$25 and \$23 million for the recognized tax benefits associated with outstanding refund claims as of December 31, 2014, 2013 and 2012, respectively. Our continuing practice is to recognize interest and penalties associated with income tax matters as a component of income tax expense.

We file income tax returns in the U.S. federal jurisdiction, most U.S. state and local jurisdictions, and many non-U.S. jurisdictions. We have substantially resolved all U.S. federal income tax matters for tax years prior to 2010.

In June 2011, we received an IRS Revenue Agent Report ("RAR") covering income taxes for tax years 2005 through 2007. The income tax RAR proposed adjustments related to the value of acquired software and intangibles, research credit expenditures, and the amount of deductible costs associated with our British Pound Sterling Notes exchange offer completed in May 2007. Receipt of the RAR represents only the conclusion of the examination process. We disagreed with some of the proposed adjustments related to these matters. Therefore, we filed protests and, in the third quarter of 2011, the IRS responded to our protests and forwarded the case to IRS Appeals.

In July 2013, we began resolution discussions with IRS Appeals on the income tax matters. In the second quarter of 2014, we reached a final resolution with IRS Appeals on all income tax matters for the 2005 through 2007 tax years and received a net refund of tax and interest totaling \$145 million during the second quarter of 2014. The resolution of these matters and subsequent refund of tax and interest did not have a material impact on net income.

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In February 2014, we began resolution discussions with IRS Appeals related to an RAR received for tax years 2008 and 2009. In the third quarter of 2014, we reached a final resolution with IRS Appeals on all income tax matters for the 2008 and 2009 tax years. In the fourth quarter of 2014 we received a net refund of tax and interest totaling \$26 million. The resolution of these matters and subsequent refund of tax and interest did not have a material impact on net income.

A number of years may elapse before an uncertain tax position is audited and ultimately settled. It is difficult to predict the ultimate outcome or the timing of resolution for uncertain tax positions. It is reasonably possible that the amount of unrecognized tax benefits could significantly increase or decrease within the next twelve months. Items that may cause changes to unrecognized tax benefits include the timing of interest deductions and the allocation of income and expense between tax jurisdictions. These changes could result from the settlement of ongoing litigation, the completion of ongoing examinations, the expiration of the statute of limitations or other unforeseen circumstances. At this time, an estimate of the range of the reasonably possible change cannot be made.

NOTE 13. EARNINGS PER SHARE

The following table sets forth the computation of basic and diluted earnings per share (in millions, except per share amounts):

| | 2014 | 2013 | 2012 |
|---|----------|----------|---------|
| Numerator: | | | |
| Net income attributable to common shareowners | \$ 3,032 | \$ 4,372 | \$ 807 |
| Denominator: | | | |
| Weighted average shares | 913 | 937 | 957 |
| Deferred compensation obligations | 1 | 1 | 1 |
| Vested portion of restricted shares | 2 | 2 | 2 |
| Denominator for basic earnings per share | 916 | 940 | 960 |
| Effect of dilutive securities: | | | |
| Restricted performance units | 7 | 7 | 8 |
| Stock options | 1 | 1 | 1 |
| Denominator for diluted earnings per share | 924 | 948 | 969 |
| Basic earnings per share | \$ 3.31 | \$ 4.65 | \$ 0.84 |
| Diluted earnings per share | \$ 3.28 | \$ 4.61 | \$ 0.83 |

Diluted earnings per share for the years ended December 31, 2014, 2013, and 2012 exclude the effect of 0.1, 0.1 and 2.6 million shares, respectively, of common stock that may be issued upon the exercise of employee stock options because such effect would be antidilutive.

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NOTE 14. DERIVATIVE INSTRUMENTS AND RISK MANAGEMENT

Risk Management Policies

We are exposed to market risk, primarily related to foreign exchange rates, commodity prices and interest rates. These exposures are actively monitored by management. To manage the volatility relating to certain of these exposures, we enter into a variety of derivative financial instruments. Our objective is to reduce, where it is deemed appropriate to do so, fluctuations in earnings and cash flows associated with changes in foreign currency rates, commodity prices and interest rates. It is our policy and practice to use derivative financial instruments only to the extent necessary to manage exposures. As we use price sensitive instruments to hedge a certain portion of our existing and anticipated transactions, we expect that any loss in value for those instruments generally would be offset by increases in the value of those hedged transactions. We do not hold or issue derivative financial instruments for trading or speculative purposes.

Credit Risk Management

The forward contracts, swaps and options discussed below contain an element of risk that the counterparties may be unable to meet the terms of the agreements. However, we minimize such risk exposures for these instruments by limiting the counterparties to financial institutions that meet established credit guidelines and monitoring counterparty credit risk to prevent concentrations of credit risk with any single counterparty.

We have agreements with all of our active counterparties (covering the majority of our derivative positions) containing early termination rights and/or zero threshold bilateral collateral provisions whereby cash is required based on the net fair value of derivatives associated with those counterparties. Events such as a counterparty credit rating downgrade (depending on the ultimate rating level) could also allow us to take additional protective measures such as the early termination of trades. At December 31, 2014, we held cash collateral of \$548 million under these agreements.

In connection with the agreements described above, we could also be required to provide additional collateral or terminate transactions with certain counterparties in the event of a downgrade of our credit rating. The amount of collateral required would be determined by the net fair value of the associated derivatives with each counterparty. At December 31, 2014, we were required to post \$1 million in collateral with our counterparties. At December 31, 2014, there were no instruments in a net liability position that were not covered by the zero threshold bilateral collateral provisions.

We have not historically incurred, and do not expect to incur in the future, any losses as a result of counterparty default.

Accounting Policy for Derivative Instruments

We recognize all derivative instruments as assets or liabilities in the consolidated balance sheets at fair value. The accounting for changes in the fair value of a derivative instrument depends on whether it has been designated and qualifies as part of a hedging relationship and, further, on the type of hedging relationship. For those derivative instruments that are designated and qualify as hedging instruments, we must designate the derivative, based upon the exposure being hedged, as a cash flow hedge, a fair value hedge or a hedge of a net investment in a foreign operation.

A cash flow hedge refers to hedging the exposure to variability in expected future cash flows that is attributable to a particular risk. For derivative instruments that are designated and qualify as a cash flow hedge, the effective portion of the gain or loss on the derivative instrument is reported as a component of AOCI, and reclassified into earnings in the same period during which the hedged transaction affects earnings. The remaining gain or loss on the derivative instrument in excess of the cumulative change in the present value of future cash flows of the hedged item, or hedge components excluded from the assessment of effectiveness, are recognized in the statements of consolidated income during the current period.

A fair value hedge refers to hedging the exposure to changes in the fair value of an existing asset or liability on the consolidated balance sheets that is attributable to a particular risk. For derivative instruments that are designated and qualify as a fair value hedge, the gain or loss on the derivative instrument is recognized in the statements of consolidated income during the current period, as well as the offsetting gain or loss on the hedged item.

A net investment hedge refers to the use of cross currency swaps, forward contracts or foreign currency denominated debt to hedge portions of our net investments in foreign operations. For hedges that meet the effectiveness requirements, the net gains or losses attributable to changes in spot exchange rates are recorded in the cumulative translation adjustment within AOCI. The remainder of the change in value of such instruments is recorded in earnings.

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Types of Hedges

Commodity Risk Management

Currently, the fuel surcharges that we apply to our domestic and international package and LTL services are the primary means of reducing the risk of adverse fuel price changes on our business. We periodically enter into option contracts on energy commodity products to manage the price risk associated with forecasted transactions involving refined fuels, principally jet-A, diesel and unleaded gasoline. The objective of the hedges is to reduce the variability of cash flows, due to changing fuel prices, associated with the forecasted transactions involving those products. We have designated and account for these contracts as cash flow hedges of the underlying forecasted transactions involving these fuel products and, therefore, the resulting gains and losses from these hedges are recognized as a component of fuel expense or revenue when the underlying transactions occur.

Foreign Currency Risk Management

To protect against the reduction in value of forecasted foreign currency cash flows from our international package business, we maintain a foreign currency cash flow hedging program. Our most significant foreign currency exposures relate to the Euro, British Pound Sterling, Canadian Dollar, Chinese Renminbi and Hong Kong Dollar. We hedge portions of our forecasted revenue denominated in foreign currencies with option contracts. We have designated and account for these contracts as cash flow hedges of anticipated foreign currency denominated revenue and, therefore, the resulting gains and losses from these hedges are recognized as a component of international package revenue when the underlying sales transactions occur.

We also hedge portions of our anticipated cash settlements of intercompany transactions subject to foreign currency remeasurement using foreign currency forward contracts. We have designated and account for these contracts as cash flow hedges of forecasted foreign currency denominated transactions, and therefore the resulting gains and losses from these hedges are recognized as a component of other operating expense when the underlying transactions are subject to currency remeasurement.

We have foreign currency denominated debt obligations and capital lease obligations associated with our aircraft. For some of these debt obligations and leases, we hedge the foreign currency denominated contractual payments using cross-currency interest rate swaps, which effectively convert the foreign currency denominated contractual payments into U.S. Dollar denominated payments. We have designated and account for these swaps as cash flow hedges of the forecasted contractual payments and, therefore, the resulting gains and losses from these hedges are recognized in the statements of consolidated income when the currency remeasurement gains and losses on the underlying debt obligations and leases are incurred.

Interest Rate Risk Management

Our indebtedness under our various financing arrangements creates interest rate risk. We use a combination of derivative instruments, including interest rate swaps and cross-currency interest rate swaps, as part of our program to manage the fixed and floating interest rate mix of our total debt portfolio and related overall cost of borrowing. The notional amount, interest payment and maturity dates of the swaps match the terms of the associated debt being hedged. Interest rate swaps allow us to maintain a target range of floating rate debt within our capital structure.

We have designated and account for interest rate swaps that convert fixed rate interest payments into floating rate interest payments as hedges of the fair value of the associated debt instruments. Therefore, the gains and losses resulting from fair value adjustments to the interest rate swaps and fair value adjustments to the associated debt instruments are recorded to interest expense in the period in which the gains and losses occur. We have designated and account for interest rate swaps that convert floating rate interest payments into fixed rate interest payments as cash flow hedges of the forecasted payment obligations. The gains and losses resulting from fair value adjustments to these interest rate swaps are recorded to AOCI.

We periodically hedge the forecasted fixed-coupon interest payments associated with anticipated debt offerings, using forward starting interest rate swaps, interest rate locks or similar derivatives. These agreements effectively lock a portion of our interest rate exposure between the time the agreement is entered into and the date when the debt offering is completed, thereby mitigating the impact of interest rate changes on future interest expense. These derivatives are settled commensurate with the issuance of the debt, and any gain or loss upon settlement is amortized as an adjustment to the effective interest yield on the debt.

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Outstanding Positions

The notional amounts of our outstanding derivative positions were as follows as of December 31, 2014 and 2013 (in millions):

| | | 2014 | 2013 |
|---------------------------------------|-----|-------|-------|
| Currency Hedges: | | | |
| Euro | EUR | 2,833 | 2,637 |
| British Pound Sterling | GBP | 1,149 | 1,097 |
| Canadian Dollar | CAD | 293 | 218 |
| Indian Rupee | INR | 85 | — |
| Malaysian Ringgit | MYR | 150 | — |
| Mexican Peso | MXN | 152 | 583 |
| Interest Rate Hedges: | | | |
| Fixed to Floating Interest Rate Swaps | USD | 5,799 | 6,799 |
| Floating to Fixed Interest Rate Swaps | USD | 779 | 780 |
| Interest Rate Basis Swaps | USD | 1,500 | 2,500 |

As of December 31, 2014, we had no outstanding commodity hedge positions. The maximum term over which we are hedging exposures to the variability of cash flow is 35 years.

Balance Sheet Recognition

The following table indicates the location on the consolidated balance sheets in which our derivative assets and liabilities have been recognized, and the related fair values of those derivatives as of December 31, 2014 and 2013 (in millions). The table is segregated between those derivative instruments that qualify and are designated as hedging instruments and those that are not, as well as by type of contract and whether the derivative is in an asset or liability position.

We have master netting arrangements with substantially all of our counterparties giving us the right of offset for our derivative positions. However, we have not elected to offset the fair value positions of our derivative contracts recorded on our consolidated balance sheets. The columns labeled "net amounts if right of offset had been applied" indicate the potential net fair value positions by type of contract and location on the consolidated balance sheets had we elected to apply the right of offset.

| Asset Derivatives | Balance Sheet Location | Gross Amounts Presented in Consolidated Balance Sheets | | Net Amounts if Right of Offset had been Applied | |
|---------------------------------------|--------------------------|--|--------|---|--------|
| | | 2014 | 2013 | 2014 | 2013 |
| Derivatives designated as hedges: | | | | | |
| Foreign exchange contracts | Other current assets | \$ 204 | \$ 10 | \$ 204 | \$ 4 |
| Interest rate contracts | Other current assets | — | 7 | — | 7 |
| Foreign exchange contracts | Other non-current assets | 229 | 59 | 229 | 59 |
| Interest rate contracts | Other non-current assets | 227 | 204 | 194 | 110 |
| Derivatives not designated as hedges: | | | | | |
| Foreign exchange contracts | Other current assets | 2 | 7 | 2 | 5 |
| Interest rate contracts | Other non-current assets | 59 | 60 | 57 | 57 |
| Total Asset Derivatives | | \$ 721 | \$ 347 | \$ 686 | \$ 242 |
| | | | | | |

UNITED PARCEL SERVICE, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

| | | Gross Amounts Presented in Consolidated Balance Sheets | | Net Amounts if Right of Offset had been Applied | |
|---------------------------------------|-------------------------------|--|--------|---|-------|
| Liability Derivatives | Balance Sheet Location | 2014 | 2013 | 2014 | 2013 |
| Derivatives designated as hedges: | | | | | |
| Foreign exchange contracts | Other current liabilities | \$ — | \$ 6 | \$ — | \$ — |
| Foreign exchange contracts | Other non-current liabilities | 34 | — | 34 | — |
| Interest rate contracts | Other non-current liabilities | 35 | 104 | 2 | 10 |
| Derivatives not designated as hedges: | | | | | |
| Foreign exchange contracts | Other current liabilities | — | 7 | — | 5 |
| Interest rate contracts | Other current liabilities | 1 | 1 | 1 | 1 |
| Interest rate contracts | Other non-current liabilities | 7 | 3 | 5 | — |
| Total Liability Derivatives | | \$ 77 | \$ 121 | \$ 42 | \$ 16 |

Income Statement and AOCI Recognition

The following table indicates the amount of gains and losses that have been recognized in AOCI for the years ended December 31, 2014 and 2013 for those derivatives designated as cash flow hedges (in millions):

| Derivative Instruments in Cash Flow Hedging Relationships | Amount of Gain (Loss) Recognized in AOCI on Derivative (Effective Portion) | |
|---|--|-------------|
| | 2014 | 2013 |
| Interest rate contracts | \$ (5) | \$ 6 |
| Foreign exchange contracts | 358 | 44 |
| Commodity contracts | — | (48) |
| Total | <u>\$ 353</u> | <u>\$ 2</u> |

As of December 31, 2014, \$135 million of pre-tax gains related to cash flow hedges that are currently deferred in AOCI are expected to be reclassified to income over the 12 month period ended December 31, 2015. The actual amounts that will be reclassified to income over the next 12 months will vary from this amount as a result of changes in market conditions.

The amount of ineffectiveness recognized in income on derivative instruments designated in cash flow hedging relationships was immaterial for the years ended December 31, 2014, 2013 and 2012.

The following table indicates the amount and location in the statements of consolidated income in which derivative gains and losses, as well as the associated gains and losses on the underlying exposure, have been recognized for those derivatives designated as fair value hedges for the years ended December 31, 2014 and 2013 (in millions):

| Derivative Instruments in Fair Value Hedging Relationships | Location of Gain (Loss) Recognized in Income | Amount of Gain (Loss) Recognized in Income | | Hedged Items in Fair Value Hedging Relationships | Location of Gain (Loss) Recognized in Income | Amount of Gain (Loss) Recognized in Income | |
|--|--|--|----------|--|--|--|--------|
| | | 2014 | 2013 | | | 2014 | 2013 |
| Interest rate contracts | Interest Expense | \$ 90 | \$ (306) | Fixed-Rate Debt and Capital Leases | Interest Expense | \$ (90) | \$ 306 |

Additionally, we maintain some foreign exchange forward, interest rate swap, and commodity contracts that are not designated as hedges. These foreign exchange forward contracts are intended to provide an economic offset to foreign currency remeasurement risks for certain assets and liabilities in our consolidated balance sheets. These interest rate swap contracts are intended to provide an economic hedge of a portfolio of interest bearing receivables. These commodity contracts are intended to provide a short-term economic offset to fuel expense changes due to price fluctuations.

We also periodically terminate interest rate swaps and foreign currency options by entering into offsetting swap and foreign currency positions with different counterparties. As part of this process, we de-designate our original swap and foreign currency contracts. These transactions provide an economic offset that effectively eliminates the effects of changes in market valuation.

UNITED PARCEL SERVICE, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

We have entered into several interest rate basis swaps, which effectively convert cash flows based on variable LIBOR-based interest rates to cash flows based on the prevailing federal funds interest rate. These swaps are not designated as hedges, and all amounts related to fair value changes and settlements are recorded to interest expense in the statements of consolidated income.

The following is a summary of the amounts recorded in the statements of consolidated income related to fair value changes and settlements of these foreign currency forward, interest rate swap, and commodity contracts not designated as hedges for the years ended December 31, 2014 and 2013 (in millions):

| Derivative Instruments Not Designated in Hedging Relationships | Location of Gain (Loss) Recognized in Income | Amount of Gain (Loss) Recognized in Income | |
|--|--|--|--------------|
| | | 2014 | 2013 |
| Commodity contracts | Fuel Expense | \$ (15) | \$ — |
| Foreign exchange contracts | Other Expenses | 27 | 72 |
| Foreign exchange contracts | Investment Income | 7 | (5) |
| Interest rate contracts | Interest Expense | (5) | (4) |
| Total | | <u>\$ 14</u> | <u>\$ 63</u> |

Fair Value Measurements

Our foreign currency, interest rate and energy derivatives are largely comprised of over-the-counter derivatives, which are primarily valued using pricing models that rely on market observable inputs such as yield curves, currency exchange rates and commodity forward prices, and therefore are classified as Level 2. The fair values of our derivative assets and liabilities as of December 31, 2014 and 2013 by hedge type are as follows (in millions):

| | Quoted Prices in Active Markets for Identical Assets (Level 1) | Significant Other Observable Inputs (Level 2) | Significant Unobservable Inputs (Level 3) | Total |
|----------------------------|--|---|---|---------------|
| 2014 | | | | |
| Assets | | | | |
| Foreign Exchange Contracts | \$ — | \$ 435 | \$ — | \$ 435 |
| Interest Rate Contracts | — | 286 | — | 286 |
| Total | <u>\$ —</u> | <u>\$ 721</u> | <u>\$ —</u> | <u>\$ 721</u> |
| Liabilities | | | | |
| Foreign Exchange Contracts | \$ — | \$ 34 | \$ — | \$ 34 |
| Interest Rate Contracts | — | 43 | — | 43 |
| Total | <u>\$ —</u> | <u>\$ 77</u> | <u>\$ —</u> | <u>\$ 77</u> |

| | Quoted Prices in Active Markets for Identical Assets (Level 1) | Significant Other Observable Inputs (Level 2) | Significant Unobservable Inputs (Level 3) | Total |
|----------------------------|--|---|---|---------------|
| 2013 | | | | |
| Assets | | | | |
| Foreign Exchange Contracts | \$ — | \$ 76 | \$ — | \$ 76 |
| Interest Rate Contracts | — | 271 | — | 271 |
| Total | <u>\$ —</u> | <u>\$ 347</u> | <u>\$ —</u> | <u>\$ 347</u> |
| Liabilities | | | | |
| Foreign Exchange Contracts | \$ — | \$ 13 | \$ — | \$ 13 |
| Interest Rate Contracts | — | 108 | — | 108 |
| Total | <u>\$ —</u> | <u>\$ 121</u> | <u>\$ —</u> | <u>\$ 121</u> |

UNITED PARCEL SERVICE, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 15. TERMINATION OF TNT TRANSACTION

TNT Termination Fee and Related Costs

On January 30, 2013, the European Commission issued a formal decision prohibiting our proposed acquisition of TNT Express N.V. (“TNT Express”). As a result of the prohibition by the European Commission, the condition of our offer requiring European Union competition clearance was not fulfilled, and our proposed acquisition of TNT Express could not be completed. Given this outcome, UPS and TNT Express entered a separate agreement to terminate the merger protocol, and we withdrew our formal offer for TNT Express. We paid a termination fee to TNT Express of €200 million (\$268 million) under this agreement, and also incurred transaction-related expenses of \$16 million during the first quarter of 2013. The combination of these items resulted in a pre-tax charge of \$284 million (\$177 million after-tax), which impacted our International Package segment.

Gain upon the Liquidation of a Foreign Subsidiary

Subsequent to the termination of the merger protocol, we liquidated a foreign subsidiary that would have been used to acquire the outstanding shares of TNT Express in connection with the proposed acquisition. Upon the liquidation of this subsidiary in the first quarter of 2013, we realized a pre-tax foreign currency gain of \$245 million (\$213 million after-tax), which impacted our International Package segment.

NOTE 16. QUARTERLY INFORMATION (unaudited)

Our revenue, segment operating profit, net income, basic and diluted earnings per share on a quarterly basis are presented below (in millions, except per share amounts):

| | First Quarter | | Second Quarter | | Third Quarter | | Fourth Quarter | |
|---------------------------------|----------------------|-----------------|-----------------------|-----------------|----------------------|-----------------|-----------------------|-----------------|
| | 2014 | 2013 | 2014 | 2013 | 2014 | 2013 | 2014 | 2013 |
| Revenue: | | | | | | | | |
| U.S. Domestic Package | \$ 8,488 | \$ 8,271 | \$ 8,668 | \$ 8,241 | \$ 8,691 | \$ 8,254 | \$ 10,004 | \$ 9,308 |
| International Package | 3,127 | 2,978 | 3,252 | 3,062 | 3,183 | 3,017 | 3,426 | 3,372 |
| Supply Chain & Freight | 2,164 | 2,185 | 2,348 | 2,204 | 2,416 | 2,250 | 2,465 | 2,296 |
| Total revenue | 13,779 | 13,434 | 14,268 | 13,507 | 14,290 | 13,521 | 15,895 | 14,976 |
| Operating profit (loss): | | | | | | | | |
| U.S. Domestic Package | 927 | 1,085 | 209 | 1,132 | 1,279 | 1,186 | 444 | 1,200 |
| International Package | 438 | 352 | 444 | 451 | 460 | 417 | 335 | 537 |
| Supply Chain & Freight | 148 | 143 | 94 | 159 | 215 | 201 | (25) | 171 |
| Total operating profit | 1,513 | 1,580 | 747 | 1,742 | 1,954 | 1,804 | 754 | 1,908 |
| Net income | \$ 911 | \$ 1,037 | \$ 454 | \$ 1,071 | \$ 1,214 | \$ 1,097 | \$ 453 | \$ 1,167 |
| Net income per share: | | | | | | | | |
| Basic | \$ 0.99 | \$ 1.09 | \$ 0.49 | \$ 1.14 | \$ 1.33 | \$ 1.17 | \$ 0.50 | \$ 1.26 |
| Diluted | \$ 0.98 | \$ 1.08 | \$ 0.49 | \$ 1.13 | \$ 1.32 | \$ 1.16 | \$ 0.49 | \$ 1.25 |

Operating profit for the quarter ended December 31, 2014 was impacted by two items, as follows:

- A mark-to-market loss of \$1.062 billion on our pension and postretirement benefit plans related to the remeasurement of plan assets and liabilities recognized outside of a 10% corridor (allocated as follows—U.S. Domestic Package \$660 million, International Package \$200 million, Supply Chain & Freight \$202 million). This loss reduced net income by \$670 million, and basic and diluted earnings per share by \$0.74.
- A pre-tax charge of \$36 million associated with the remeasurement and settlement of postretirement health and welfare benefit obligations for certain employees covered by collective bargaining agreements (allocated as follows—U.S. Domestic Package \$33 million, International Package \$1 million, Supply Chain & Freight \$2 million). This charge reduced net income by \$22 million, and basic and diluted earnings per share by \$0.02.

UNITED PARCEL SERVICE, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Operating profit for the quarter ended June 30, 2014 was impacted by a pre-tax charge of \$1.066 billion associated with curtailment, remeasurement and settlement of postretirement health and welfare benefit obligations for certain employees covered by collective bargaining agreements (allocated as follows—U.S. Domestic Package \$957 million, International Package \$27 million, Supply Chain & Freight \$82 million). This charge reduced net income by \$665 million, and basic and diluted earnings per share by \$0.73 and \$0.72, respectively.

The curtailment, remeasurement and settlement charges described above that impacted the quarters ended June 30, 2014 and December 31, 2014 are discussed further in note 5.

Operating profit for the quarter ended March 31, 2013 was impacted by two items: (1) The termination fee and transaction-related expenses for our proposed acquisition of TNT Express, and (2) The foreign currency gain realized upon the liquidation of a subsidiary that would have been used to acquire the shares of TNT Express. These two items are discussed further in note 15. The combination of these two items reduced the operating profit for the International Package segment by \$39 million, increased net income by \$36 million, and increased basic and diluted earnings per share by \$0.04.

Item 9. Changes in and Disagreements with Accountants on Accounting and Financial Disclosure

None.

Item 9A. Controls and Procedures

Evaluation of Disclosure Controls and Procedures:

As of the end of the period covered by this report, management, including our chief executive officer and chief financial officer, evaluated the effectiveness of the design and operation of our disclosure controls and procedures and internal controls over financial reporting. Based upon, and as of the date of, the evaluation, our chief executive officer and chief financial officer concluded that the disclosure controls and procedures were effective to ensure that information required to be disclosed in the reports we file and submit under the Exchange Act is recorded, processed, summarized and reported as and when required and is accumulated and communicated to our management, including the Chief Executive Officer and Chief Financial Officer, as appropriate to allow timely decisions regarding required disclosure.

Changes in Internal Control:

There were no changes in the Company's internal controls over financial reporting during the quarter ended December 31, 2014 that have materially affected, or are reasonably likely to materially affect, the Company's internal control over financial reporting.

Management's Report on Internal Control Over Financial Reporting:

UPS management is responsible for establishing and maintaining adequate internal controls over financial reporting for United Parcel Service, Inc. and its subsidiaries (the "Company"). Based on the criteria for effective internal control over financial reporting established in *Internal Control—Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission, management has assessed the Company's internal control over financial reporting as effective as of December 31, 2014. The independent registered public accounting firm of Deloitte & Touche LLP, as auditors of the consolidated balance sheets of United Parcel Service, Inc. and its subsidiaries as of December 31, 2014 and the related statements of consolidated income, consolidated comprehensive income and consolidated cash flows for the year ended December 31, 2014, has issued an attestation report on the Company's internal control over financial reporting, which is included herein.

/s/ United Parcel Service, Inc.
February 27, 2015

Report of Independent Registered Public Accounting Firm

Board of Directors and Shareowners
United Parcel Service, Inc.
Atlanta, Georgia

We have audited the internal control over financial reporting of United Parcel Service, Inc. and subsidiaries (the “Company”) as of December 31, 2014, based on criteria established in *Internal Control—Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission. The Company’s management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying Management’s Report on Internal Control Over Financial Reporting. Our responsibility is to express an opinion on the Company’s internal control over financial reporting based on our audit.

We conducted our audit in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

A company’s internal control over financial reporting is a process designed by, or under the supervision of, the company’s principal executive and principal financial officers, or persons performing similar functions, and effected by the company’s board of directors, management, and other personnel to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company’s internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company’s assets that could have a material effect on the financial statements.

Because of the inherent limitations of internal control over financial reporting, including the possibility of collusion or improper management override of controls, material misstatements due to error or fraud may not be prevented or detected on a timely basis. Also, projections of any evaluation of the effectiveness of the internal control over financial reporting to future periods are subject to the risk that the controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

In our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2014, based on the criteria established in *Internal Control—Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the consolidated financial statements as of and for the year ended December 31, 2014 of the Company and our report dated February 27, 2015 expressed an unqualified opinion on those financial statements.

/s/ Deloitte & Touche LLP

Atlanta, Georgia
February 27, 2015

Item 9B. Other Information

None.

PART III**Item 10. Directors, Executive Officers and Corporate Governance****Executive Officers of the Registrant**

| Name and Office | Age | Principal Occupation and Employment For the Last Five Years |
|---|------------|--|
| David P. Abney Chief Executive Officer | 59 | Chief Executive Officer (2014 - present), Senior Vice President and Chief Operating Officer (2007 - 2014), President, UPS Airlines (2007 - 2008), Senior Vice President and President, UPS International (2003 - 2007). |
| James J. Barber, Jr. President, UPS International | 54 | Senior Vice President and President, UPS International (2013 - present), Chief Operating Officer, UPS Europe, Middle East, and Africa (2010 - 2013). |
| David A. Barnes Senior Vice President and Chief Information Officer and Global Business Services Officer | 59 | Senior Vice President and Chief Information Officer and Global Business Services Officer (2005 - present). |
| Teresa Finley Senior Vice President, Global Marketing | 53 | Senior Vice President of Global Marketing (2015 - Present), Treasurer (2014), Corporate Controller (2010 - 2013). |
| Alan Gershenhorn Executive Vice President and Chief Commercial Officer | 56 | Executive Vice President and Chief Commercial Officer (2014 - present), Senior Vice President, Worldwide Sales, Marketing and Strategy (2011 - 2014), Senior Vice President, Worldwide Sales and Marketing (2008 - 2010), Senior Vice President and President, UPS International (2007), President, UPS Supply Chain Solutions - Asia and Europe (2006). |
| Myron Gray President, United States Operations | 57 | President, United States Operations (2009 - present), Vice President, Americas Region (2008 - 2009), Vice President, North Central Region (2004 - 2008). |
| Kate Gutmann Senior Vice President, Worldwide Sales and Solutions | 46 | Senior Vice President, Worldwide Sales and Solutions (2014 - present), President, Worldwide Sales (2011 - 2014), Vice President, Marketing UPS Europe Region (2008 - 2011). |
| Kurt P. Kuehn Senior Vice President and Chief Financial and Compliance Officer | 60 | Senior Vice President and Chief Financial and Compliance Officer (2015 - present), Senior Vice President and Chief Financial Officer (2008 - 2014), Treasurer (2008 - 2010), Senior Vice President, Worldwide Sales and Marketing (2004 - 2007). |
| Teri P. McClure Chief Legal Officer and Senior Vice President, Human Resources | 51 | Chief Legal Officer and Senior Vice President, Human Resources (2015 - present), Senior Vice President of Legal, Compliance and Public Affairs, General Counsel and Corporate Secretary (2006 - 2014), Corporate Legal Department Manager (2005 - 2006). |
| Mitch Nichols Senior Vice President, Transportation, Engineering and Labor Relations | 59 | Senior Vice President Transportation, Engineering and Labor Relations (2015 - Present), Senior Vice President Transportation and Engineering (2014 - 2015), President, UPS Airlines (2011 - 2014), Vice President of Air Group Operations (2007 - 2011). |

Information about our directors is presented under the caption “Election of Directors” in our definitive Proxy Statement for the Annual Meeting of Shareowners to be held on May 7, 2015 and is incorporated herein by reference.

Information about our Audit Committee is presented under the caption “Election of Directors—Committees of the Board of Directors—Audit Committee” in our definitive Proxy Statement for the Annual Meeting of Shareowners to be held on May 7, 2015 and is incorporated herein by reference.

Information about our Code of Business Conduct is presented under the caption “Where You Can Find More Information” in Part I, Item 1 of this report.

Information about our compliance with Section 16 of the Exchange Act of 1934, as amended, is presented under the caption “Section 16(a) Beneficial Ownership Reporting Compliance” in our definitive Proxy Statement for the Annual Meeting of Shareowners to be held on May 7, 2015 and is incorporated herein by reference.

Item 11. Executive Compensation

Information about executive compensation is presented under the captions “Compensation Discussion and Analysis,” “Compensation of Executive Officers,” “Compensation of Directors,” “Report of the Compensation Committee” and “Compensation Committee Interlocks and Insider Participation” in our definitive Proxy Statement for the Annual Meeting of Shareowners to be held on May 7, 2015 and is incorporated herein by reference.

Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters

Information about security ownership is presented under the caption “Beneficial Ownership of Common Stock” in our definitive Proxy Statement for the Annual Meeting of Shareowners to be held on May 7, 2015 and is incorporated herein by reference.

Information about our equity compensation plans is presented under the caption “Equity Compensation Plans” in our definitive Proxy Statement for the Annual Meeting of Shareowners to be held on May 7, 2015 and is incorporated herein by reference.

Item 13. Certain Relationships and Related Transactions, and Director Independence

Information about transactions with related persons is presented under the caption “Related Person Transactions” in our definitive Proxy Statement for the Annual Meeting of Shareowners to be held on May 7, 2015 and is incorporated herein by reference.

Information about director independence is presented under the caption “Election of Directors—Director Independence” in our definitive Proxy Statement for the Annual Meeting of Shareowners to be held on May 7, 2015 and is incorporated herein by reference.

Item 14. Principal Accounting Fees and Services

Information about aggregate fees billed to us by our principal accountant is presented under the caption “Principal Accounting Firm Fees” in our definitive Proxy Statement for the Annual Meetings of Shareowners to be held on May 7, 2015 and is incorporated herein by reference.

PART IV

Item 15. *Exhibits and Financial Statement Schedules*

(a) 1. *Financial Statements.*

See Item 8 for the financial statements filed with this report.

2. *Financial Statement Schedules.*

None.

3. *List of Exhibits.*

See the Exhibit Index for a list of the exhibits incorporated by reference into or filed with this report.

(b) *Exhibits required by Item 601 of Regulation S-K.*

See the Exhibit Index for a list of the exhibits incorporated by reference into or filed with this report.

(c) *Financial Statement Schedules.*

None.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, United Parcel Service, Inc. has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

UNITED PARCEL SERVICE, INC.
(REGISTRANT)

By: /s/ DAVID P. ABNEY
David P. Abney
Chief Executive Officer

Date: February 27, 2015

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the Registrant and in the capacities and on the dates indicated.

| Signature | Title | Date |
|--|--|-------------------|
| <u>/s/ DAVID P. ABNEY</u> David P. Abney | Chief Executive Officer and Director (Principal Executive Officer) | February 27, 2015 |
| <u>/s/ F. DUANE ACKERMAN</u> F. Duane Ackerman | Director | February 27, 2015 |
| <u>/s/ RODNEY C. ADKINS</u> Rodney C. Adkins | Director | February 27, 2015 |
| <u>/s/ MICHAEL J. BURNS</u> Michael J. Burns | Director | February 27, 2015 |
| <u>/s/ D. SCOTT DAVIS</u> D. Scott Davis | Chairman and Director | February 27, 2015 |
| <u>/s/ STUART E. EIZENSTAT</u> Stuart E. Eizenstat | Director | February 27, 2015 |
| <u>/s/ WILLIAM R. JOHNSON</u> William R. Johnson | Director | February 27, 2015 |
| <u>/s/ CANDACE KENDLE</u> Candace Kendle | Director | February 27, 2015 |
| <u>/s/ KURT P. KUEHN</u> Kurt P. Kuehn | Chief Financial Officer (Principal Financial and Accounting Officer) | February 27, 2015 |
| <u>/s/ ANN M. LIVERMORE</u> Ann M. Livermore | Director | February 27, 2015 |
| <u>/s/ RUDY MARKHAM</u> Rudy Markham | Director | February 27, 2015 |
| <u>/s/ CLARK T. RANDT, JR.</u> Clark T. Randt, Jr. | Director | February 27, 2015 |
| <u>/s/ JOHN T. STANKEY</u> John T. Stankey | Director | February 27, 2015 |
| <u>/s/ CAROL B. TOMÉ</u> Carol B. Tomé | Director | February 27, 2015 |
| <u>/s/ KEVIN M. WARSH</u> Kevin M. Warsh | Director | February 27, 2015 |

EXHIBIT INDEX

| Exhibit No. | Description |
|-------------|---|
| 2.1 | — Termination Agreement, dated as of January 22, 2013, between United Parcel Service, Inc. and TNT Express N.V. (incorporated by reference to Exhibit 2.3 to the 2012 Annual Report on Form 10-K) |
| 3.1 | — Form of Restated Certificate of Incorporation of United Parcel Service, Inc. (incorporated by reference to Exhibit 3.2 to Form 8-K filed on May 12, 2010). |
| 3.2 | — Amended and Restated Bylaws of United Parcel Service, Inc. as of February 14, 2013 (incorporated by reference to Exhibit 3.1 to Form 8-K, filed on February 19, 2013). |
| 4.1 | — Indenture relating to 8 ³ / ₈ % Debentures due April 1, 2020 (incorporated by reference to Exhibit 4(c) to Registration Statement No. 33-32481, filed December 7, 1989). |
| 4.2 | — Indenture dated as of December 18, 1997 relating to 8 ³ / ₈ % Debentures due 2030 (incorporated by reference to Exhibit T-3C to Form T-3 filed December 18, 1997). |
| 4.3 | — Indenture dated as of January 26, 1999 (incorporated by reference to Exhibit 4.1 to Pre-Effective Amendment No. 1 to Form S-3 (No. 333-08369), filed on January 26, 1999). |
| 4.4 | — Form of Supplemental Indenture dated as of March 27, 2000 to Indenture dated January 26, 1999 (incorporated by reference to Exhibit 4.2 to Post-Effective Amendment No. 1 to Form S-3 (No. 333-08369-01), filed on March 15, 2000). |
| 4.5 | — Form of Second Supplemental Indenture dated as of September 21, 2001 to Indenture dated January 26, 1999 (incorporated by reference to Exhibit 4 to Form 10-Q for the Quarter Ended September 30, 2001). |
| 4.6 | — Form of Indenture dated as of August 26, 2003 (incorporated by reference to Exhibit 4.1 to Form S-3 (No. 333-108272), filed on August 27, 2003). |
| 4.7 | — Form of First Supplemental Indenture dated as of November 15, 2013 to Indenture dated as of August 26, 2003 (incorporated by reference to Exhibit 4.2 to Form S-3ASR (No. 333-192369) filed on November 15, 2013). |
| 4.8 | — Form of Note for 5.50% Senior Notes due January 15, 2018 (incorporated by reference to Exhibit 4.2 to Form 8-K filed on January 15, 2008). |
| 4.9 | — Form of Note for 6.20% Senior Notes due January 15, 2038 (incorporated by reference to Exhibit 4.3 to Form 8-K filed on January 15, 2008). |
| 4.1 | — Form of Note for 5.125% Senior Notes due April 1, 2019 (incorporated by reference to Exhibit 4.2 to Form 8-K filed on March 24, 2009). |
| 4.11 | — Form of Note for 3.125% Senior Notes due January 15, 2021 (incorporated by reference to Exhibit 4.1 to Form 8-K filed on November 12, 2010). |
| 4.12 | — Form of Note for 4.875% Senior Notes due November 15, 2040 (incorporated by reference to Exhibit 4.2 to Form 8-K filed on November 12, 2010). |
| 4.13 | — Form of Note for 1.125% Senior Notes due October 1, 2017 (incorporated by reference to Exhibit 4.1 to Form 8-K filed on September 27, 2012). |
| 4.14 | — Form of Note for 2.450% Senior Notes due October 1, 2022 (incorporated by reference to Exhibit 4.2 to Form 8-K filed on September 27, 2012). |
| 4.15 | — Form of Note for 3.625% Senior Notes due October 1, 2042 (incorporated by reference to Exhibit 4.3 to Form 8-K filed on September 27, 2012). |
| 4.16 | — Form of Note for Floating Rate Senior Notes due December 15, 2064 (incorporated by reference to Exhibit 4.3 to Form 8-K filed on December 15, 2014). |
| †10.1 | — UPS Retirement Plan, as Amended and Restated, effective as of January 1, 2014. |
| †10.2 | — UPS Savings Plan, as Amended and Restated, effective as of January 1, 2014. |
| 10.3 | — Credit Agreement (364-Day Facility) dated March 28, 2014 among United Parcel Service, Inc., the initial lenders named therein, J.P. Morgan Securities LLC, Citigroup Global Markets, Inc., Barclays Bank PLC and BNP Paribas Securities Corp. as joint lead arrangers and joint bookrunners, Barclays Bank PLC and BNP Paribas as co-documentation agents, Citibank, N.A. as syndication agent, and JPMorgan Chase Bank, N.A. as administrative agent (incorporated by reference to Exhibit 10.1 to Form 10-Q for the quarter ending March 31, 2014). |

- 10.4 —Credit Agreement (5 Year Facility) dated March 28, 2014 among United Parcel Service, Inc., the initial lenders named therein, J.P. Morgan Securities LLC, Citigroup Global Markets, Inc., Barclays Bank PLC and BNP Paribas Securities Corp. as joint lead arrangers and joint bookrunners, Barclays Bank PLC and BNP Paribas as co-documentation agents, Citibank, N.A. as syndication agent, and JPMorgan Chase Bank, N.A. as administrative agent (incorporated by reference to Exhibit 10.2 to Form 10-Q for the quarter ending March 31, 2014).
- 10.5 —UPS Excess Coordinating Benefit Plan, as amended and restated, effective as of January 1, 2012 (incorporated by reference to Exhibit 10.5 to the 2012 Annual Report on Form 10-K).
- 10.6 —United Parcel Service, Inc. 2012 Omnibus Incentive Compensation Plan (incorporated by reference to Annex II to the Definitive Proxy Statement, filed on March 12, 2012).
- (1) Form of Long-Term Incentive Performance Award Agreement (incorporated by reference to Exhibit 10.3 to the Quarterly Report on Form 10-Q for the quarter ended March 31, 2011).
- (2) Form of Non-Management Director Restricted Stock Unit Award (incorporated by reference to Exhibit 10.2 to the Quarterly Report on Form 10-Q for the quarter ended March 31, 2010).
- (3) UPS Management Incentive Program Terms and Conditions effective as of January 1, 2011 (incorporated by reference to Exhibit 10.10(3) to the 2010 Annual Report on Form 10-K).
- (4) UPS Stock Option Program Terms and Conditions effective as of January 1, 2012 (incorporated by reference to Exhibit 10.7(4) to the 2011 Annual Report on Form 10-K).
- (5) UPS Long-Term Incentive Performance Program Terms and Conditions effective as of January 1, 2012 (incorporated by reference to Exhibit 10.7(5) to the 2011 Annual Report on Form 10-K).
- 10.7 —Form of UPS Deferred Compensation Plan (incorporated by reference to Exhibit 10.11 to the 2010 Annual Report on Form 10-K).
- (1) Amendment No. 1 to the UPS Deferred Compensation Plan (incorporated by reference to Exhibit 10.7(1) to the 2012 Annual Report on Form 10-K).
- 10.8 —United Parcel Service, Inc. Nonqualified Employee Stock Purchase Plan (incorporated by reference to Exhibit 99.1 to the registration statement on Form S-8 (No. 333-34054), filed on April 5, 2000).
- 10.9 —Discounted Employee Stock Purchase Plan, as amended and restated, effective October 1, 2002.
- (1) Amendment No. 1 to the Discounted Employee Stock Purchase Plan (incorporated by reference to Exhibit 10.12(1) to the 2005 Annual Report on Form 10-K).
- (2) Amendment No. 2 to the Discounted Employee Stock Purchase Plan (incorporated by reference to Exhibit 10.13(2) to the 2009 Annual Report on Form 10-K).
- (3) Amendment No. 3 to the Discounted Employee Stock Purchase Plan (incorporated by reference to Exhibit 10.9(3) to the 2012 Annual Report on Form 10-K).
- 10.10 —2012 Omnibus Incentive Compensation Plan (incorporated by reference to Annex A to the proxy statement filed on March 12, 2012).
- 11 —Statement regarding Computation of per Share Earnings (incorporated by reference to note 13 to Part I, Item 8 “Financial Statements and Supplementary Data” of this Annual Report on Form 10-K).
- †12 —Ratio of Earnings to Fixed Charges.
- †21 —Subsidiaries of the Registrant.
- †23 —Consent of Deloitte & Touche LLP.
- †31.1 —Certificate of the Chief Executive Officer Pursuant to Rule 13a-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
- †31.2 —Certificate of the Chief Financial Officer Pursuant to Rule 13a-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
- †32.1 —Certification of the Chief Executive Officer Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
- †32.2 —Certification of the Chief Financial Officer Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.

††101 — The following financial information from the Annual Report on Form 10-K for the year ended December 31, 2014, formatted in XBRL (Extensible Business Reporting Language): (i) the Consolidated Balance Sheets, (ii) the Consolidated Statements of Income, (iii) the Consolidated Statements of Comprehensive Income, (iv) the Consolidated Statements of Cash Flows, and (v) the Notes to the Consolidated Financial Statements.

† Filed herewith.

†† Filed electronically herewith.

LIST OF STATE ADMINISTRATORS

CALIFORNIA

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320 West 4th Street, Suite 750
Los Angeles, California 90013

HAWAII

Commissioner of Securities
Business Registration Division
Department of Commerce
and Consumer Affairs
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Honolulu, Hawaii 96813

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Illinois Attorney General
500 South Second Street
Springfield, Illinois 62706

INDIANA

Indiana Secretary of State
Securities Division
302 West Washington, Room E-111
Indianapolis, Indiana 46204

MARYLAND

Maryland Securities Commissioner
Office of the Attorney General-
Securities Division
200 St. Paul Place
Baltimore, Maryland 21202-2020

MICHIGAN

Corporations Division
Franchise
P.O. Box 30054
Lansing, Michigan 48909

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Commissioner of Commerce
Department of Commerce
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Investor Protection Bureau
Franchise Section
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New York, NY 10271-0332
(212) 416-8236 (Phone)
(212) 416-6042 (Fax)

NORTH DAKOTA

North Dakota Securities Department
600 East Boulevard Avenue State Capitol
Fifth Floor Dept 414
Bismarck, North Dakota 58505-0510

RHODE ISLAND

Securities Division
Department of Business Regulations
1511 Pontiac Avenue
John O. Pastore Complex-Building 69-1
Cranston, Rhode Island 02920

SOUTH DAKOTA

Director
Division of Securities
124 S. Euclid, Suite 104
Pierre, South Dakota 57501

VIRGINIA

State Corporation Commission
Division of Securities and Retail Franchising
1300 East Main Street
Ninth Floor
Richmond, Virginia 23219

WASHINGTON

Department of Financial Institutions
Securities Division
P. O. Box 9033
Olympia, Washington 98501-9033

WISCONSIN

Commissioner of Securities
345 W. Washington Ave., 4th Floor
Madison, Wisconsin 53703

AGENTS FOR SERVICE OF PROCESS

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Springfield, Illinois 62706
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Indianapolis, Indiana 46204
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MARYLAND

Maryland Securities Commissioner
at the Office of Attorney General-
Securities Division
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Baltimore, Maryland 21202-2021
(410) 576-6360

MICHIGAN

Corporations Division
Franchise
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Lansing, Michigan 48909
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MINNESOTA

Commissioner of Commerce
Department of Commerce
85 7th Place East, Suite 500
St. Paul, Minnesota 55101
(651) 296-6328

NEW YORK

Attention: New York Secretary of State
New York Department of State
One Commerce Plaza,
99 Washington Avenue, 6th Floor
Albany, NY 12231-0001
(518) 473-2492

NORTH DAKOTA

Securities Commissioner
600 East Boulevard Avenue State Capitol
Fifth Floor Dept 414
Bismarck, North Dakota 58505-0510
(701) 328-4712

OREGON

Oregon Division of Finance and Corporate
Securities
350 Winter Street NE, Room 410
Salem, Oregon 97301-3881
(503) 378-4387

RHODE ISLAND

Securities Division
Department of Business Regulations
1511 Pontiac Avenue
John O. Pastore Complex-Building 69-1
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SOUTH DAKOTA

Division of Securities
124 S. Euclid, Suite 104
Pierre, South Dakota 57501-3185
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VIRGINIA

Clerk, State Corporation Commission
1300 East Main Street
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Richmond, Virginia 23219
(804) 371-9733

WASHINGTON

Director Department of Financial Institutions
Securities Division
150 Israel Road SW
Tumwater, Washington 98501
(360) 902-8760

WISCONSIN

Commissioner of Securities
345 W. Washington Ave., 4th Floor
Madison, Wisconsin 53703
(608) 266-8557

LIST OF AREA FRANCHISEES

As described in Item 1 of this Franchise Disclosure Document (“FDD”), The UPS Store, Inc. (“we,” “our,” “us”) utilizes the services of Area Franchisees in certain U.S. markets. Our Area Franchisees are not our employees. Rather, they are our independent contractors that we have contractually appointed to act as follows, on our behalf, only within their respective Area Franchise territories: (1) solicit sales of new The UPS Store franchises; and (2) perform a wide variety of post-sale management responsibilities that we are obligated to perform under the Franchise Agreement. Although we have delegated to our Area Franchisees these responsibilities, our Area Franchisees will not be a party to our Franchise Agreement with you. This means that we retain a direct obligation to you for the performance of those responsibilities we have delegated to our Area Franchisees, to the extent that those responsibilities are obligations that we owe to you under the Franchise Agreement.

All of our Area Franchisees are listed below. Unless otherwise explained in footnotes below: (1) since April 27, 2010, all of our Area Franchisees’ principal occupations have been the ownership and operation of their Area Franchise business(es); (2) since April 27, 2010, all of our Area Franchisees’ titles (as individuals) are that of “Owner”; (3) our Area Franchisees have not been a party to litigation required to be disclosed in Item 3 of this FDD; and (4) our Area Franchisees have not been a debtor in a bankruptcy proceeding required to be disclosed in Item 4 of this FDD.

Please let us know if you would like to know whether a particular geographic market falls within the boundaries of one or more of the Area Franchise Territories referenced in Sections II, III, or IV below.

I. AREA FRANCHISE TERRITORIES ENCOMPASSING A SINGLE ENTIRE STATE

| State | Area Franchisee Name(s) | Owner Name(s) | Area # |
|-----------------|--------------------------------|--|-----------------|
| Alaska | Shining Mountain Plus, Inc. | Dwight J. Coppock & Carole R. Coppock | AK-103 |
| Hawaii | Assets Advantage, Inc. | Leroy Stone | HI-159 |
| Idaho | Shin, LLC | Andrew Tian, John Bunce, Jr. and William Hovey | ID-238 FN #1 |
| Montana | Peterson Enterprises, Inc. | Bent Peterson | MT-249 |
| Utah | The Jim and Linda Duffin Trust | Jim Duffin and Heather Duffin | UT-231 |
| Wyoming | Anderbeck, Inc. | Ed Anderson & Annie Beck | WY-230 |
| Washington D.C. | AMBR Enterprises, Inc. | Alan Armstrong, Marilyn Armstrong & Stephen McLean | DC-110 FN #4 |

II. AREA FRANCHISE TERRITORIES ENCOMPASSING PART OF ONE STATE

| State | Area Franchisee Name(s) | Owner Name(s) | Area # |
|--------------|----------------------------------|--|-----------------|
| Alabama | Coastal Franchise Systems, Inc. | Jack Lee & Dick Hunt | AL-264 |
| Arkansas | A-Bee, Inc. | Betty Abee | AR-228 |
| California | Garcher Enterprises, Inc. | Gary Williams & Cheryl Williams* | CA-100 |
| California | Garcher Enterprises, Inc. | Gary Williams & Cheryl Williams* | CA-101 |
| California | Garcher Enterprises, Inc. | Gary Williams & Cheryl Williams* | CA-106 |
| California | Shri Arhum Corporation | Hema Kamdar & Jay Kamdar | CA-111 |
| California | Jim Rogers & Sandy Rogers | Same | CA-119 |
| California | N ² Incorporated | Navi Bhalla, Neelam Bhalla, Aman Bhalla, Vikram Bhalla & Varun Bhalla* | CA-139 |
| California | Keystone Business Services, Inc. | Chris Quinnell & Anthony Martin | CA-144 |
| California | N ² Incorporated | Navi Bhalla, Neelam Bhalla, Aman Bhalla, Vikram Bhalla & Varun Bhalla* | CA-146 |
| California | Jim Rogers & Sandy Rogers | Same | CA-157 |
| California | JK Carlisle & Associates, Inc. | W. Jonathan Carlisle & Karen A. Carlisle | CA-165 |
| California | N ² Incorporated | Navi Bhalla, Neelam Bhalla, Aman Bhalla, Vikram Bhalla & Varun Bhalla* | CA-166 |
| California | Inland Empire Enterprises Inc. | Eunice Franklin | CA-181 |
| Florida | ALCO Development, Inc. | Jeff L. Alianiello & Donna M. Alianiello | FL-115 |
| Florida | Senatus LLC | Jim Pagliaroli & Jeff Jarosz | FL-138 |
| Florida | FranBiz FL142, Inc. | Jeff Gordon and Kevin Gordon | FL-142 |
| Florida | FranBiz FL357, Inc. | Jeff Gordon and Kevin Gordon | FL-153 |
| Florida | FranBiz FL158, Inc. | Jeff Gordon and Kevin Gordon | FL-158 |
| Florida | Coastal Franchise Systems, Inc. | Jack Lee & Dick Hunt | FL-189 |
| Georgia | Coastal Franchise Systems, Inc. | Jack Lee & Dick Hunt | GA-265 |
| Indiana | Shang, LLC | Andrew Tian, John Bunce, Jr. and William Hovey | IN-213 FN #1 |
| Louisiana | Fleming Expansions, LLC | John C. Fleming & Cynthia B. Fleming | LA-243 FN #2 |
| Maryland | AMBR Enterprises, Inc. | Alan Armstrong, Marilyn Armstrong & Stephen McLean | MD-108 |
| Maryland | AMBR Enterprises, Inc. | Alan Armstrong, Marilyn Armstrong & Stephen McLean | MD-149 |
| Maryland | AMBR Enterprises, Inc. | Alan Armstrong, Marilyn Armstrong & Stephen McLean | MD-201 |
| Michigan | Plymouth Holdings, Inc. | Bob Mundt, Sr., Bob Mundt, Jr. & | MI-109 |

| | | | |
|----------------|-----------------------------------|--|-----------------|
| | | Pete Mundt | |
| Michigan | Package Deal, Inc. | Russel L. Davis & Elizabeth C. Davis | MI-253 |
| Mississippi | Fleming Expansions, LLC | John C. Fleming & Cynthia B. Fleming | MS-244 FN #2 |
| Nevada | DiGennaro Enterprises, Inc. | Carl DiGennaro | NV-117 |
| New Jersey | Triumph Enterprises, LLC | Larry Dimino, Tom Heinz, Jim McMahon and Dick O'Keefe | NJ-208 |
| New Jersey | Triumph Enterprises, LLC | Larry Dimino, Tom Heinz, Jim McMahon and Dick O'Keefe | NJ-258 |
| New York | Atlantic Mailboxes, Inc. | Tripp Singer* | NY-160 |
| New York | G.O.L.D. Key Management, Inc. | James Pagliaroli, Michele Pagliaroli, Jeffrey Jarosz & Sharon Jarosz | NY-185 |
| North Carolina | Southeast Franchise Systems, Inc. | Jack Lee & Dick Hunt | NC-209 |
| Ohio | R.F.O., Inc. | Ronald F. Obergefell, Suzanne C. Obergefell, Carla Kozlowski | OH-124 |
| Ohio | C,C & K, Inc. | Bob Courtney | OH-183 |
| Ohio | Chudd Communications, Inc. | Drex Cunningham & Ursula Cunningham | OH-229 |
| Texas | Z. Bean Dalco, Inc. | Zandra Bean | TX-155 |
| Texas | Two Step, LLC | Lawrence J. Rogoff & David Rogoff* Lisa Rogoff and Michael Rogoff | TX-156 |
| Texas | ZJON, LLC | Zandra Bean & Jon Alspaw | TX-176 |
| Texas | Chris Canon & Becky Canon | Same | TX-259 |
| Virginia | Sterling Capital Partners LLC | Julie A. Sterling | VA-107 FN #3 |
| Virginia | Rendleman Enterprises LLC | Luke Rendleman | VA-194 |
| Washington | 2 Eds, LLP | Ed Anderson, Annie Beck, Ed Lynam & Mary Lynam | WA-217 |
| Wisconsin | Hana Hou of Wisconsin, Inc. | Sarah Cook | WI-216 |
| West Virginia | Marca, Inc. | Marca Paparozzi & Mark A. Yost | WV-236 |

*See relevant litigation disclosures at the end of this Exhibit.

III. AREA FRANCHISE TERRITORIES ENCOMPASSING PART OF MULTIPLE STATES

| States | Area Franchisee Name(s) | Owner Name(s) | Area # |
|-----------------------------------|---------------------------------|--------------------------------------|--------|
| Alabama & Louisiana, Mississippi | Flannery Investment Group, Inc. | Jeffrey H. Flannery* | AL-245 |
| Florida, Alabama & Mississippi | GramFlans Inc. | Jeffrey H. Flannery* & Donald Graham | FL-240 |
| Georgia, Alabama & South Carolina | Peachtree Etc., Inc. | Jack Lee | GA-131 |
| Kentucky & | Business Adventures LLC | Tom Lester, Brian Southard & | KY-262 |

| | | | |
|-----------------------------------|-----------------------------------|--|-----------------|
| Indiana | | Kasi Southard | |
| Louisiana & Texas | Avita Sales Corp. | Edward Bodin | LA-242 |
| Ohio, Indiana & Kentucky | Whitmark, Ltd. | Kevin Rexroat | OH-171 |
| South Carolina & North Carolina | Southeast Franchise Systems, Inc. | Jack Lee & Dick Hunt | SC-246 |
| Tennessee, Arkansas & Mississippi | A-Bee, Inc. | Betty Abee | TN-140 |
| Tennessee & Virginia | BEYOB, Inc. | Tom Lester, Brian Southard & Kasi Southard | TN-199 |
| Texas, Louisiana & Arkansas | Fleming Expansions, LLC | John C. Fleming & Cynthia B. Fleming | TX-168 FN #2 |

*See relevant litigation disclosures at the end of this Exhibit.

IV. AREA FRANCHISE TERRITORIES ENCOMPASSING: (1) PART OF ONE OR MORE STATES; AND (2) ONE OR MORE ENTIRE OTHER STATE(S)

| States | Area Franchisee Name(s) | Owner Name(s) | Area # |
|--|-------------------------------|--|--------|
| Maine, Massachusetts, New Hampshire & Rhode Island | LSV Inc. | Paul Lieberman | MA-137 |
| North Dakota, South Dakota, Nebraska & Iowa | Supplies Unlimited, Inc. | Steven C. Spicer | ND-237 |
| Pennsylvania & Delaware | Triumph Enterprises, LLC | Jim McMahon, Dick O' Keefe, Larry Dimino & Tom Heinz | PA-190 |
| Connecticut, Vermont, New Hampshire & New York | Evergreen Development 2, Inc. | Earl Wertheim & Marc Pratico | VT-210 |

FOOTNOTES:

1. Shin LLC and its parent company Raffles Ventures, LLC are owned by Andrew Tian and by Greyhawk Capital Management, LLC ("GCM"), GCM owned by John L. Bunce, Jr. and William C. Hovey. From at least April 27, 2010 through present, the principal occupation of Mr. Bunce and Mr. Hovey was and is GCM.
2. Since at least April 27, 2010, Dr. John C. Fleming's principal occupation encompasses his Area Franchise businesses (LA-243, MS-244 and TX-168) as well as his medical services business and affiliations with other, non-competitive (food service), franchise systems. Dr. Fleming has delegated the day-to-day management of his Area Franchise businesses to Michael Toland and Randy Davis. Since 2009, Dr. Fleming has been a Member of the U.S. House of Representatives.

3. Sterling Capital Partners LLC became our VA-107 Area Franchisee on December 31, 2010. From at least April 27, 2010 through December 31, 2010, Ms. Sterling's principal occupation was the ownership and operation of her The UPS Store franchised business.
4. Note: Washington D.C. is listed as a "State" in this chart, although Washington D.C. is a federal district.

LITIGATION DISCLOSURES

Certain Area Franchisees were involved in the following disclosable litigation. Except as described below, no litigation about our Area Franchisees is required to be disclosed in Item 3 of the disclosure document.

1. Morgate LLC, et al. vs. Mail Boxes Etc., Inc.; BSG Holdings Inc.; BSG Holdings Subsidiary Inc.; United Parcel Service, Inc., a Delaware Corporation; United Parcel Service, Inc., an Ohio Corporation; United Parcel Service, Inc., a New York Corporation; Garcher Enterprises, Inc.; Gary and Cheryl Williams; and Rocky Romanella (Superior Court for the State of California, County of Los Angeles, Case No. BC 294647, filed April 25, 2003). Six franchisees and a franchisee association originally filed a complaint against United Parcel Service, Inc. ("UPS"), several officers of UPS, and an area franchisee, but not us, alleging that UPS, in implementing the program under which most franchisees re-branded their Mail Boxes Etc. stores as "The UPS Store," violated California, New York, and Illinois franchise laws, the Massachusetts unfair trade practices act, and Section 17200 of the California Business and Professions Code and committed tortious interference. In the early stages of the lawsuit, plaintiffs sought a preliminary injunction to enjoin, among other things, the continued offering of the franchise agreement amendment by which franchisees re-branded as The UPS Store and also sought rescission and damages for the franchisees who had re-branded. The court denied the plaintiffs' motion for a preliminary injunction. Plaintiffs subsequently filed a 3rd amended complaint which, among other things, removed the franchisee association as a plaintiff and added some defendants, including us. The 4th amended complaint included over 100 additional plaintiff-franchisees and added breach of contract and state franchise or deceptive trade practices/unfair competition law claims. It also alleged class action claims on behalf of The UPS Store franchisees. We and UPS filed a motion to strike and demurrer to the 7th amended complaint, which had added over a half-dozen common law tort causes of action. The court granted our motion. Plaintiffs sought a writ from the Court of Appeal regarding certain claims that the trial court had dismissed in the 6th and 7th amended complaints. In March of 2005, the Morgate plaintiffs offered to dismiss their lawsuit against Garcher and the Williams. Both Garcher and the Williams were dismissed with prejudice from the lawsuit. Some of the Morgate plaintiffs had alleged causes of action against Garcher and the Williams which included claims of misrepresentation. The parties agreed to the dismissal in exchange for the Williams and Garcher agreeing to release, among other claims, potential claims they had against the Morgate plaintiffs who had sued them. On July 26, 2005, the Court of Appeal issued an order affirming the demurrers on certain causes of action brought under the California Franchise Investment Law ("CFIL") as to those plaintiffs who did not sign the amendment by which franchisees re-branded as The UPS Store. The Court of Appeal overruled the demurrer to the tortious interference with contractual relations cause of action, concluding that certain price and service allegations in the 6th and 7th amended complaints should not have been stricken. Plaintiffs subsequently filed 8th, 9th, and 10th amended complaints, which modified certain allegations and plaintiffs. We and UPS answered the 10th amended complaint filed on January 11, 2006.

On December 1, 2005, plaintiffs filed a motion for preliminary injunction, seeking to enjoin us from requiring those plaintiffs whose franchise agreements were up for renewal to re-brand as The UPS Store as a condition of renewal. We successfully defeated that preliminary injunction motion. On July 14,

2006, plaintiffs filed a motion for class certification, which the court denied. The Court of Appeal reversed the superior court's order denying class certification on October 18, 2007. In the meantime, on July 17, 2006, we and the other defendants filed motions for summary judgment against 43 plaintiffs. On November 21, 2006, the superior court granted us summary judgment as to 3 plaintiffs who were scheduled for trial in November 2006. On April 3, 2007, the superior court awarded us and the other defendants \$261,355 in attorneys' fees and also stayed the action until the plaintiffs' appeal from the November 2006 summary judgment was decided. On May 23, 2008, the California Court of Appeal reversed the superior court's summary judgment award. The Court of Appeal did not conclude that we and the other defendants had engaged in any wrongdoing. Rather, it held that there were certain triable issues of fact.

On October 10, 2008, plaintiffs filed a new motion for class certification, which defendants opposed. The matter was continued several times. Ultimately, on October 30, 2009, the court certified a nationwide class of former Mail Boxes Etc. Center franchisees who converted to The UPS Store Centers on or before March 21, 2003. The defendants filed a motion for summary judgment that was granted. The class representative filed an appeal. The Court of Appeal reversed the ruling and remanded to the trial court for further proceedings.

On September 3, 2008, the trial court set a trial date of February 17, 2009 as to three plaintiffs who did not convert to The UPS Store, which subsequently was extended and ultimately vacated. The court allowed defendants to file new motions for summary judgment or summary adjudication against the first three plaintiffs and one additional plaintiff with a 2001 franchise agreement, which they did on October 3, 2008. In the course of briefing, the first three trial plaintiffs voluntarily dismissed their claims under California consumer protection statutes. At a hearing on January 5, 2009, the court denied the motions for summary judgment against the first three plaintiffs. At a hearing on February 25, 2009, the court denied the motion directed to the plaintiff with a 2001 agreement.

The court thereafter issued an order severing one issue of contract interpretation for a bench trial. That trial was conducted on August 3 and 4, 2009. On October 30, 2009, the court issued a final ruling that we did not breach the franchise agreement by requiring franchisees to execute a The UPS Store franchise agreement as a condition of renewal. The court stayed the case until January 13, 2010 so that Plaintiffs could, if they wished, seek immediate appellate review of that ruling. Plaintiffs filed a petition for writ review on November 25, 2009. The Court of Appeal denied the writ petition. On February 10, 2010, the court set a trial date of April 26, 2010 for the first three plaintiffs with 1993 form franchise agreements. Shortly before the trial was to begin, the trial court ruled that most of the opinions of plaintiffs' damages expert were inadmissible. One of the three plaintiffs then dismissed all of its claims except its claim that we did not have the right to require it to execute a The UPS Store franchise agreement as a condition of renewal, and allowed judgment to be entered against it. That plaintiff filed an appeal. On November 8, 2011, the Court of Appeal affirmed the trial court ruling. On February 21, 2012, McDougal filed a Petition for Review with the California Supreme Court, which denied the petition. Jurisdiction was returned to the trial court for further proceedings regarding the remaining plaintiffs. On March 4 and 5, 2013, the parties participated in a settlement conference and reached a settlement in which 143 franchised centers would be paid \$4,200,000. The settlement was finalized on or about October 31, 2013. The claims of the class are not part of the settlement, and those claims remain pending. On March 31, 2014, plaintiff filed a Thirteenth Amended Complaint alleging various misrepresentation claims based on California common and statutory law. The court has set a trial date of February 1, 2016, to try the claim of the class representative. After that trial is complete, the court will determine whether and how the claims of the class can be tried. We intend to defend this action vigorously.

2. Triple Z Postal Services, Inc. v. United Parcel Service, Inc., Mail Boxes, Etc., Inc., Atlantic Mailboxes, Inc. and Tripp Singer (Supreme Court of New York County, New York, Index No.

05/118057, filed December 30, 2005). Plaintiff, a former franchisee, sued us, UPS, and the area franchisee asserting claims for tortious interference with contract, tortious interference with prospective business advantage, fraud, fraudulent misrepresentation, and violation of Sections 340 and 349 of New York's General Business Law (New York's Donnelly Act and Consumer Protection Act, respectively). Plaintiff alleged that implementing the Gold Shield Program breached the franchise agreement; however, it did not assert a breach of contract claim. Plaintiff sought compensatory, treble and punitive damages from UPS, us and/or the area franchisee totaling approximately \$54 million, attorneys' fees, a declaration that the Gold Shield Program is illegal, the voiding of all Gold Shield Amendments in New York, and an injunction against further Gold Shield Amendments in New York. On November 28, 2006, the Court granted our and UPS's motions to dismiss the entire case for improper venue. Plaintiff re-filed the action in San Diego Superior Court on December 29, 2006 and filed a notice of appeal from the dismissal order on January 2, 2007. Triple Z did not name Tripp Singer or Atlantic Mailboxes Inc. as defendants in the California action. This case was related to the Morgate case above and the parties stipulated to a stay of the action pending resolution of the appeal from summary judgment in Morgate. After the appeal in Morgate was resolved in favor of TUPSS and UPS, we and Triple Z participated in a settlement conference on October 29, 2013, at which we settled the case with a payment to Triple Z of \$21,000.

3. PCTAN Investment Inc., et al. v. Mail Boxes Etc., Inc., a Delaware corporation; N2, Inc., a California corporation; and Navnit Bhalla, an individual (Superior Court of California, San Mateo County, Case No.: CIV 459177, filed November 28, 2006). Plaintiff was a franchisee who alleged that it purchased a The UPS Store from defendants based on misrepresentations and omissions. Plaintiff maintained that substantial risk factors such as competition from United Parcel Service were not disclosed, that certain contractual obligations including relating to shipping prices were not met, and that we terminated the franchise without good cause. Plaintiff alleged breach of contract, fraud, negligent misrepresentation, violations of the California Franchise Investment Law; violations of the California Franchise Investment Act and violations of the California Business & Professions Code section 17200. On October 19, 2007 we filed a motion for summary judgment. Before the summary judgment motion was heard, the parties agreed to resolve the dispute for the sole purpose of compromising and settling disputed claims. Resolution of this matter did not constitute an admission of the truth or correctness of any claims asserted. Under the terms of the settlement, we agreed to pay plaintiffs \$100,000.

4. Beverly J. Fisher, Edgar D. Evans and E & B Enterprises, Inc. v. Lawrence J. Rogoff, Lisa W. Rogoff, Lawrence J. Rogoff, Inc. and Cost Club Wholesale, Inc. (CV 2003-019117, Superior Court of the State of Arizona, filed on or about October 7, 2003). A prospective franchisee sued an Area Franchisee for breach of contract, consumer fraud, common law fraud, breach of fiduciary duty, and conversion in connection with the proposed transfer of a franchised store. The prospective franchisee alleged, among other things, that the defendants concealed certain brand and price testing activities that led to changes in the franchise system which the prospective franchisee claimed diminished the value of the franchised business it was seeking to purchase. The complaint sought restitution of \$163,716, prejudgment interest, unspecified amount of compensatory and punitive damages, a constructive trust, and attorneys' fees. We were not a party in the action. The matter settled on or about July 7, 2005 through a payment by the Area Franchisee (who had re-sold the business but had not paid plaintiff the funds from the sale) of \$175,000 (to which we contributed \$17,000).

5. Shreejee Corporation and Punam Patel v. Navnit Bhalla, Neelam Bhalla and Mail Boxes Etc., Inc. (Superior Court of San Mateo County, California, Case No. CIV 449614, filed September 15, 2005). Plaintiffs, former franchisees, asserted claims for breach of contract, general negligence, breach of fiduciary duty, and violation of Cal. Bus. & Prof. Code § 17200 arising out of a finder agreement entered into between plaintiffs and their area franchisees. Plaintiffs alleged that the area franchisees breached the finder agreement and acted as unlicensed business opportunity brokers in violation of California law and that we were vicariously liable for the area franchisees' actions. Plaintiffs sought unspecified damages in

excess of \$25,000, attorneys' fees, and treble and exemplary damages. On February 8, 2006, the court dismissed plaintiffs' claim against us for breach of fiduciary duty without leave to amend and plaintiffs' claim against us for negligence with leave to amend. The court also struck plaintiffs' requests for treble and exemplary damages. The parties agreed to resolve the dispute for the sole purpose of compromising and settling disputed claims. The resolution did not constitute an admission of the truth or correctness of any claims asserted by either party. Under the settlement, we agreed to pay plaintiffs \$37,500.

6. 3A, Inc., Tanmor, Inc., Ridgepac, Inc., Ridge Assets, Inc., Ridgedown, Inc., Tommys Doc Squad, LLC, Ridge Logistics, LLC, Ridge Pen, LLC, Tompack, LLC, Bigpack, LLC, Robpack, LLC, NYPS, LLC, Robert Hagan and Thomas Hagan v. Atlantic Mailboxes, Inc., and Tripp Singer (Supreme Court of the State of New York, County of New York, Index. No. 650013/14, filed January 3, 2014). Former franchisees and their affiliates sued an Area Franchisee and another franchisee for tortious interference with business relations, defamation, violation of New York General Business Law §687, negligent misrepresentation, and fraud. The plaintiffs allege, among other things, that the defendants inaccurately reported to us that the plaintiffs' centers were charging in excess of UPS retail rates in breach of their franchise agreements and contract carrier agreements. The plaintiffs also claim that the Area Franchisee allegedly did not disclose to them that other franchisees had purportedly artificially inflated sales data as a result of alleged billing discrepancies. The complaint seeks \$20,000,000 in compensatory damages, \$50,000,000 in punitive damages, and attorneys' fees. We are not a party to the action. On March 19, 2014, the defendants moved to dismiss all of the plaintiffs' claims. On November 7, 2014, the Court granted the defendants' motion to dismiss. On December 19, 2014, the plaintiffs filed an amended complaint, asserting only claims of tortious interference with business relations and defamation and only against the Area Franchisee. On February 3, 2015, the Area Franchisee moved to dismiss the amended complaint. As of May 12, 2015, the motion to dismiss was fully submitted to the Court. Oral argument has been set for December 1, 2015. No discovery is taking place.

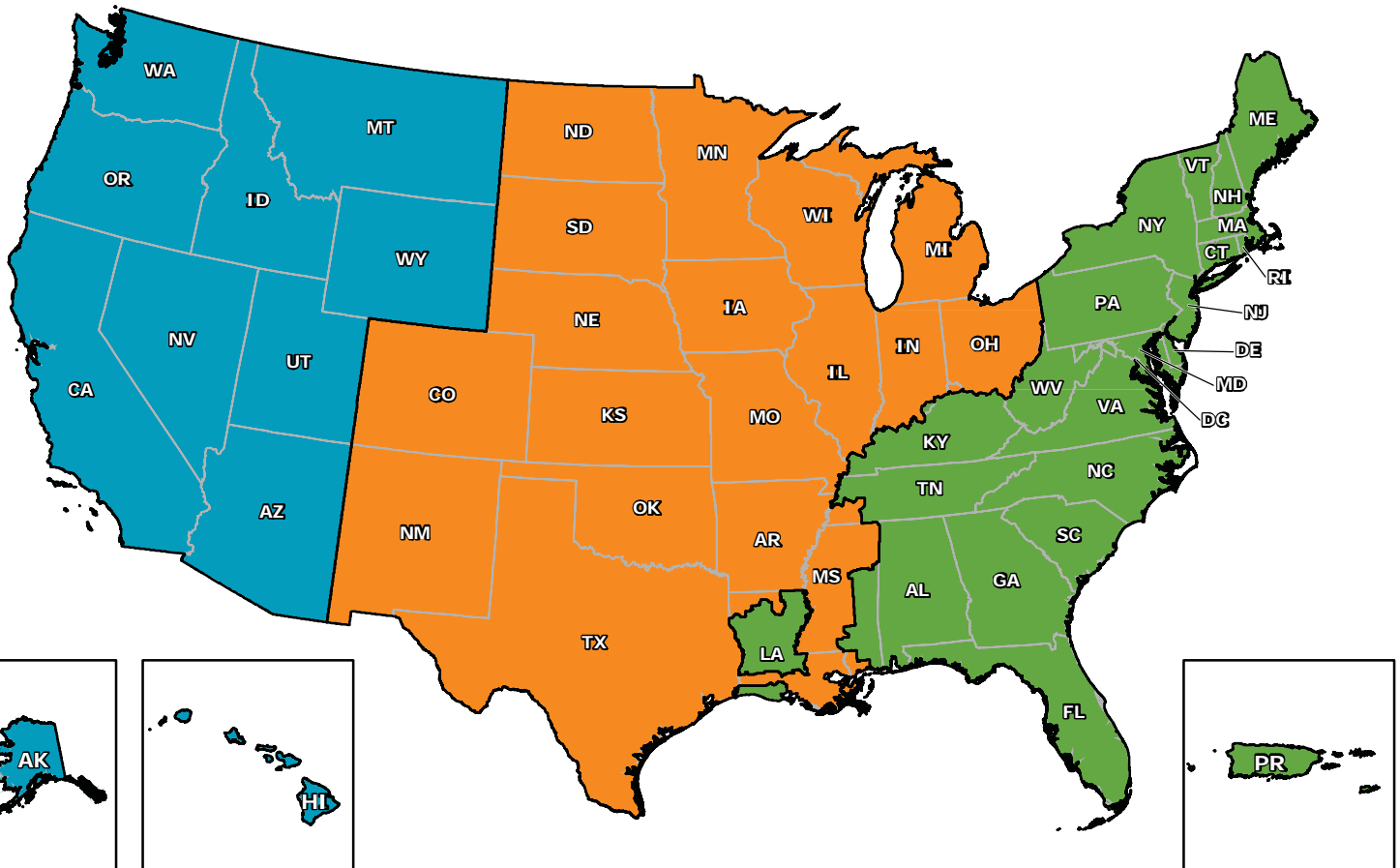
7. Morton, LLC v. The UPS Store, Inc., United Parcel Service Company, Inc., Flannery Investment Group, Inc., and Jeffrey H. Flannery et al. (Circuit Court of Shelby County, Alabama, Case No. 58-CV-2015-900813.00, filed September 10, 2015). Plaintiff, a current The UPS Store® franchisee with two Centers in Alabama, filed a complaint alleging that its decision to purchase its second The UPS Store® Center franchise was based on fraudulent misrepresentations and the concealment of facts by the defendants. Plaintiff claims that before acquiring its second The UPS Store® Center franchise, our area franchisee had affirmed that the plaintiff would be the only United Parcel Service Authorized Shipping Outlet ("ASO") in the plaintiff's geographical territory and that an ASO and a The UPS Store® franchise location would not open in the same area. Plaintiff claims that only after signing the franchise agreement for its second The UPS Store® Center did it learn that another entity had rights as an ASO in the same geographic territory. Plaintiff asserts that the defendants concealed this fact to induce the plaintiff to sign a franchise agreement believing it had exclusive rights in the geographic territory. Plaintiff seeks an unspecified amount of costs and compensatory and punitive damages. The defendants intend to defend this action vigorously.

3 Region Configuration

Region 3 - West

Region 2 - Central

Region 1 - East



| Region 1 - East | Region 2 - Central | Region 3 - West |
|--------------------------|--------------------------|--------------------------|
| Eric Maida | Jayson Richard | Duane Furukawa |
| 2 Operations Managers | 3 Operations Managers | 3 Operations Managers |
| 18 Franchise Consultants | 23 Franchise Consultants | 16 Franchise Consultants |

EXHIBIT 11

TO FRANCHISE DISCLOSURE DOCUMENT

TUPSS FINANCING DOCUMENTS

SECURITY AGREEMENT

Legal Entity Name (if applicable),

Borrower's Name(s) of:

The UPS Store® # located at

herein called "Franchisee," and THE UPS STORE, INC., a Delaware Corporation, located at San Diego, California, herein called "Secured Party" or "Franchisor," hereby agree to the following terms and conditions:

1. Creation and Attachment of Security Interest

Franchisee and the undersigned individuals jointly and severally hereby grant and assign to Secured Party first, prior, and superior security interests in and to all the Collateral described in paragraph 2 of this Security Agreement, to secure full and prompt payment of all royalty fees, marketing fees, credit sales in the form of trade receivables, performance of all other covenants pursuant to any Individual or Area Franchise Agreements ("**Franchise Agreement**") executed by Franchisee and Secured Party as Franchisor and any extensions and renewals thereof, equipment leases or sales, promissory notes, and all other obligations now due Franchisor or hereafter incurred (the "**Obligations**").

The security interest hereby created shall attach immediately on execution of this Security Agreement by Franchisee and shall secure the payment of all Obligations now due Secured Party or hereafter incurred. Should the Franchisee or its successors in interest sell, contract to sell, or otherwise dispose of or transfer the Collateral described below, or any interest therein, except for the sale of inventory or stock in trade in the ordinary course of business, all outstanding sums due Franchisor under any agreement and hereby secured will be immediately due and payable. Franchisee further agrees to notify the Secured Party within the time period stated in the Franchise Agreement prior to any attempted transfer by Franchisee and to comply with the transfer provisions of the Franchise Agreement including, but not limited to, completion and approval by Secured Party of the then current The UPS Store, Inc. transfer package.

In the event that any collateral is given to secure the Obligations hereunder which require perfection by possession and the collateral is not presently or hereafter delivered to Secured Party, it will nevertheless be deemed to be Collateral for the Obligations.

2. Description of Collateral

The Collateral covered by this Security Agreement and in which a security interest is hereby granted and transferred to Secured Party is as follows: All interests in any The UPS Store location, or The UPS Store, Inc. Area(s) either now owned or in which Franchisee gains rights in the future, all of Franchisee's tangible and intangible personal property comprising such The UPS Store location and The UPS Store, Inc. Area(s) including, without limitation, all accounts, accounts receivable, cash, cash deposits, amounts owed by other than customers, chattel paper, Collateral, deposit and checking accounts, equipment (including computers, peripherals, and software), goods, instruments, inventory, note proceeds, royalties or sales fees owed to the Franchisee by The UPS Store, Inc., stock in trade, trade receivables, contract rights, including, but not limited to, all interests in the Franchise Agreement, general intangibles including

business trade name and goodwill, and all of the above, wherever located, whether now owned or hereafter acquired, including the products and proceeds thereof, all replacements and substitutions therefor, and all additions, replacements, attachments and accessions in which Franchisee now or hereafter has an interest (the "**Collateral**").

3. Security Interest in Proceeds

Franchisee also hereby grants and transfers to Secured Party a security interest in any and all proceeds, as defined in Section 9306 of the Uniform Commercial Code of California, of the Collateral or any part of the Collateral. Provided, however, that nothing in this paragraph shall constitute, or be deemed to constitute, a grant of authority to Franchisee to sell, lease, or otherwise dispose of or encumber the Collateral, or any part of the Collateral, without the prior written consent of Secured Party, except for inventory or stock in trade sold in the ordinary course of business.

4. Representations and Warranties by Franchisee

Franchisee hereby represents and warrants and covenants to Secured Party that:

a. Except for the security interest created by this Security Agreement, Franchisee is the full legal and equitable owner of all the Collateral and no other person or entity has any right, title, interest or claim in or to the Collateral or any part of the Collateral, other than a purchase money security interest in which Franchisee shall notify Secured Party within five (5) days of any interest in any part of the Collateral.

b. The Collateral described in paragraph 2 of this Security Agreement is presently located at Franchisee's franchise location(s) except to the extent such Collateral is a general intangible or contract such as the Franchise Agreement and will not, during the continuance of this Security Agreement, be removed from those premises without the prior written consent of the Secured Party.

c. If a corporation, Franchisee has been duly incorporated and is existing as a corporation in good standing under the laws of its jurisdiction and has authority to enter into and perform this Security Agreement.

d. Franchisee utilizes no trade names in the conduct of its business, except as stated above and in its Franchise Agreement with Secured Party, and has not changed its name, been the surviving entity in a merger, or acquired any other business.

e. Franchisee will not change its corporate name, trade name, or transfer its interest in the same without notifying Secured Party five (5) business days prior to such event and shall not violate any obligations of its Franchise Agreement with respect thereto.

5. Repair of Collateral

To the extent such Collateral is tangible, Franchisee shall maintain the Collateral, and each part of the Collateral, in good order and repair at Franchisee's own cost and expense and

shall never use the Collateral, or any part of the Collateral, in a manner resulting, or likely to result, in waste or unreasonable deterioration of the Collateral.

6. Insurance

To the extent such Collateral is tangible, and until final termination of this Security Agreement, Franchisee, at Franchisee's own cost and expense, shall keep the Collateral, and all parts of the Collateral, insured for its full value against damage or loss resulting from any and all risks to which it might foreseeably be exposed and risks designated by Secured Party. Each such policy of insurance shall be issued by an insurance company acceptable to Secured Party and shall provide for the loss payable under it being paid to both Franchisee and Secured Party as their interests may appear. A duplicate copy of each such policy shall be delivered by Franchisee to Secured Party.

7. Taxes and Assessments

Franchisee shall pay from its own funds, as they become due, any and all taxes and assessments levied or assessed against the Collateral, or any part of the Collateral, prior to the final termination of this Security Agreement.

8. Disposition of Collateral

Franchisee shall keep the Collateral separate and identifiable from other property owned by Franchisee or located on the same premises as Collateral, and Franchisee shall not, without the prior written consent of Secured Party, sell, encumber or otherwise dispose of any portion of the Collateral, except as authorized in this Security Agreement.

Franchisee shall take necessary steps to preserve the liability of account debtors, obligors and secondary parties whose obligations are part of the Collateral; transfer possession of all instruments, documents, and chattel paper that are part of the Collateral to Secured Party immediately, or as to those hereafter acquired, immediately following acquisition; notify Secured Party of any change occurring in or to the Collateral, or in any fact or circumstance warranted or represented by Franchisee in this Security Agreement or furnished to Secured Party or if any Event of Default occurs.

9. First and Prior Lien

The Security Agreement grants to Secured Party a first and prior lien to secure the prompt payment of all Obligations. If Secured Party disposes of all or any part of the Collateral following default by the Franchisee, all proceeds from such disposition shall be applied first against all monetary obligations incurred under any promissory notes and equipments leases, in the order in which such indebtedness was incurred, and thereafter to the payment of monetary obligations due Secured Party pursuant to any Franchise Agreement, and any renewals, amendments, or extensions thereof. For the purpose of this paragraph, an extended, amended, or renewed Franchise Agreement will be considered executed on the date of the original Franchise Agreement.

10. Inspection Rights

To the extent the Collateral is tangible, Secured Party, either in person or by agent, shall have the right at any and all reasonable times and at reasonable intervals to enter the premises where the Collateral is located and inspect the Collateral.

11. Payment by Secured Party

Secured Party may, at its option, but shall not be required to, pay on behalf of Franchisee and on the account of Franchisee any taxes, assessments, liens, insurance premiums, repair costs or maintenance costs that, pursuant to the terms of this Security Agreement, should have been but were not paid by Franchisee. Secured Party shall also have the right, at its option, to enter the premises where the Collateral or any part of the Collateral is located, and cause to be performed, as agent and on the account of Franchisee, any such acts as Secured Party may deem necessary for the proper repair or maintenance of the Collateral or any part of the Collateral if applicable. Any moneys expended or expenses incurred by Secured Party under this paragraph shall also be secured by the security interest created by this Security Agreement and shall be due and payable by Franchisee to Secured Party, together with interest at the maximum rate allowed by law, on demand.

12. Assignment by Secured Party

Secured Party may assign its rights under this Security Agreement and the security interest created by this Security Agreement. Should Secured Party assign its rights under this Security Agreement or the security interest created by this Security Agreement, Secured Party's assignee shall be entitled, on written notice of the assignment being given by Secured Party to Franchisee, to all performance required of Franchisee by this Security Agreement and all payments, moneys and other performance secured by this Security Agreement including compliance with the Franchise Agreement.

13. Default

The following occurrences or any one or more of the following events shall constitute an Event of Default hereunder:

- a. Failure to pay any royalty fee, marketing fee, credit sale, or other charges in respect to any obligations under the Franchise Agreement or failure to pay any principal, interest, or other charges due under any promissory note or equipment lease now or hereafter made by Franchisee in favor of Secured Party.
- b. Breach of any covenant or agreement herein set forth or set forth in any Franchise Agreement or any other agreement, heretofore, now, or hereafter executed by Franchisee in favor of Secured Party.
- c. Breach of any of the Obligations, as defined herein.

d. Any representation, warranty, certificate, or other information made or furnished to Secured Party by or on behalf of Franchisee under this Agreement which is false or misleading in any material respect, either now or at any time made or furnished.

e. Loss, theft, damage, or destruction of any material portion of the Collateral for which there is either no insurance coverage or for which, in the opinion of Secured Party, there is insufficient insurance coverage.

f. The making of any levy, seizure, attachment or lien upon the Collateral.

g. The Franchisee or any of its subsidiaries or guarantors (1) terminate or suspend the operation of any portion of its business as presently conducted; (2) apply for or consent to the appointment of a receiver, trustee, or liquidator of itself or of all or a substantial part of its assets; (3) be unable, or admit in writing its inability to pay its debts as they fall due; (4) make a general assignment for the benefit of its creditors; (5) be adjudicated a bankrupt or insolvent; or (6) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or to take advantage of any insolvency law or an answer admitting the material allegations of a petition filed against it in any bankruptcy, reorganization, or insolvency proceeding, or any action shall be taken by it for the purpose of effecting any of the foregoing.

h. The Collateral materially declines in value or becomes unsatisfactory to the Secured Party in its reasonable judgment.

14. Remedies

Should Franchisee fail to perform any provision of this Security Agreement to be performed on its part, or should Franchisee fail to pay any obligation secured by this Security Agreement or the security interest created by this Security Agreement as it becomes due, or should there occur an Event of Default, then Franchisee shall be in default of this Security Agreement and Secured Party shall have all the rights and remedies afforded a secured party under the default provisions of the Uniform Commercial Code of California on the date of this Security Agreement and, in addition, shall have the following rights and remedies:

a. accelerate the maturity of any or all promissory notes owing to The UPS Store, Inc. by Franchisee without notice;

b. enter on Franchisee's premises to assemble and take possession of the Collateral;

c. require Franchisee to assemble the Collateral and make its possession available to Secured Party at a place designated by Secured Party that is reasonably convenient to both Franchisee and Secured Party;

d. enter Franchisee's premises, render the Collateral, if tangible, unusable and dispose of it in the manner provided by the Uniform Commercial Code of California on Franchisee's premises;

e. sell any or all of the Collateral free and clear of all rights and claims of Franchisee therein and thereto at any public or private sale, first deducting from the proceeds all costs and expenses of such sale including, but not limited to, preparing the tangible Collateral for sale, storing and handling the Collateral, advertising the sale and then deducting the primary indebtedness secured by and through this Security Agreement;

f. sell, assign and deliver the whole, or any part of said Collateral security and the property which said security covers at public or private sale, without demand, advertisement or notice to the undersigned, which are hereby expressly waived and released. At any such sales, the Secured Party may purchase any or all of the property sold free from any claim or right of redemption of the undersigned, which are hereby waived and released except as provided by law; and

g. have the right to take over the franchised business (The UPS Store location or Area Franchise) designated above free and clear of all rights and claims of any other party. In order to facilitate the transfer of the franchised business, Franchisee shall fully and promptly cooperate with Secured Party to prepare and sign any and all documents which Secured Party might deem reasonably necessary to effect the transfer from Franchisee to Secured Party.

15. Financing Statement

Concurrently with the execution of this Security Agreement, Franchisee agrees to execute any financing statements or other documents required to perfect the security interest created by this Security Agreement. Such financing statements or other documents shall be on forms approved by the State where the Franchise is located and shall be filed with the Secretary of State, County Recorder or other appropriate governmental authority, and Franchisee shall forthwith pay Secured Party all filing fees required to file such statements.

Franchisee hereby irrevocably agrees to fully and promptly cooperate with Secured Party to prepare and sign any and all documents which Secured Party might deem reasonably necessary to effectively and timely protect and effectuate this Security Agreement. The undersigned, both personally and on behalf of Franchisee if it is a business entity, hereby authorize Secured Party, any of Secured Party's assignees, and any of their authorized agents or employees, to act as special agent or attorney-in-fact for the undersigned and Franchisee if it is a business entity, and each of them, to execute and sign on behalf of the Franchisee such financing statements or other documents as Secured Party or its assignees, agents, or employees deems necessary or appropriate under the Uniform Commercial Code (or similar law). Franchisee hereby further agrees not to take any action which would delay, diminish, frustrate, or void this Security Agreement. Franchisee understands that time is of the essence regarding all actions to be taken under this Security Agreement.

16. Waiver

Neither the acceptance of any partial or delinquent payment by Secured Party nor Secured Party's failure to exercise any of its rights or remedies on default by Franchisee shall be

a waiver of the default, a modification of this Security Agreement or Franchisee's obligations under this Security Agreement, or a waiver of any subsequent default by Franchisee.

17. Notices

Except as otherwise expressly provided in this Security Agreement or by law, any and all notices or other communications required or permitted by this Security Agreement or by law to be served on, given to, or delivered to either party to this Security Agreement shall be in writing and shall be deemed duly served, given, delivered and received when personally delivered to the party to whom it is directed, or in lieu of such personal delivery, when deposited in the United States mail, certified or registered, postage prepaid, addressed to Secured Party at 6060 Cornerstone Court West, San Diego, California 92121-3795, or to Franchisee at the address listed in Secured Party's files as the location of the Franchisee's The UPS Store location. Either party, Franchisee or Secured Party, may change their address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.

18. Binding on Heirs and Assigns

This Security Agreement and each of its provisions shall be binding on and shall inure to the benefit of the respective parties hereto, their respective representatives and heirs, executors, administrators, successors and assigns of each of the parties hereto. Nothing contained in this paragraph, however, shall be deemed a consent to the sale, assignment or transfer of the Collateral or its obligations under this Security Agreement by Franchisee.

19. Sole and Only Agreement

This Security Agreement, and all other writings referred to herein, including any promissory notes or equipment leases as may be executed by Franchisee, constitute the sole and only agreements between the parties respecting the Collateral or the security interests granted in the Collateral. This Security Agreement correctly sets forth the rights, duties and obligations of each party to the other party with respect to the Collateral and the security interest hereby created in the Collateral as of this date. Any prior written or oral agreements, alleged promises, negotiations or representations concerning the subject matter of this Security Agreement not expressly set forth herein or in the writings referred to herein, including any promissory notes or equipment leases, are of no force or effect.

20. Venue and Governing Law

The parties hereby consent that venue and jurisdiction for all actions enforcing and/or arising out of this Security Agreement shall be litigated in the state or federal courts in the City of San Diego, County of San Diego, State of California, U.S.A., to the exclusion of the courts of any other State or County. This Security Agreement shall be construed in accordance with the laws of the State of California.

21. Validity

Should any part of this Security Agreement, for any reason, be declared invalid, then such portion shall be invalid only to the extent of the prohibition without invalidating or affecting the remaining provisions of the Security Agreement, or without invalidating or altering said provisions of this Security Agreement within states or localities where they are not prohibited by law or court decrees.

22. Warranty

The undersigned represents and warrants that Franchisee owns the Collateral and is fully authorized and empowered to execute this Security Agreement in favor of Secured Party and consents to the grant of the security interest created by this Security Agreement in favor of Secured Party, both personally and on behalf of Franchisee if it is a business entity.

Legal Entity Name (if applicable)

By: _____ Date _____
Primary Borrower's Name, Title

By: _____
Secondary Borrower's Name, Title

Date

By: _____
Primary Borrower's Name, Individually

Date

By: _____
Secondary Borrower's Name, Individually

Date

SECURED PROMISSORY NOTE

Principal Sum: \$

San Diego, California

Initial Rate: %

Margin: %

Minimum Rate: %

**Initial Monthly
Payment:****

\$ for () months beginning through

**Based on the initial interest rate of _____ and is subject to change as explained in the Variable Interest Rate Section.

FOR VALUE RECEIVED, the undersigned Makers, jointly and severally, promise to pay to the order of THE UPS STORE, INC., a Delaware Corporation, located at 6060 Cornerstone Court West, San Diego, California 92121-3795, or at such other place as holder may designate from time to time, the principal sum of _____ AND NO/100 DOLLARS together with interest on the unpaid balance of this Note beginning as of the date of the disbursement of the proceeds of this Note by The UPS Store, Inc. at the per annum rate equal to the variable interest rate described below, which interest rate shall be computed and payable monthly in arrears on the basis of a 365 day year and the actual days elapsed.

Variable Interest Rate:

From and after the date hereof until the first Adjustment Date (as hereinafter defined), interest shall accrue on this Note beginning at the Initial Rate set forth above. This Note has a variable interest feature. The interest rate may change from time to time if the Prime Rate identified below changes. The interest rate on this Note will be adjusted on the tenth (10th) day of each January (each such date an "**Adjustment Date**") following the date hereof. Subject to the limitations described in items (i) through (iii) below, the interest rate on any Adjustment Date shall be equal to the Prime Rate quoted on the last business day of the calendar year immediately prior to each such Adjustment Date, plus the Margin quoted above. Notwithstanding the foregoing, the following limitations to the interest rate shall apply:

(i) The interest rate on this Note shall not increase, or decrease, on any Adjustment Date by more than one percent (1%) per annum from the interest rate in effect prior to such Adjustment Date.

(ii) The interest rate on this Note shall not increase, or decrease, at any time during the term of this Note by more than five percent (5%) per annum from the Initial Rate set forth above.

(iii) The interest rate on this Note shall never be less than the Minimum Rate set forth above.

Prime Rate:

As used herein, "**Prime Rate**" shall mean the prime rate for domestic banks, as published from time to time in The Wall Street Journal, in the "Money Rates" section. If more than one such rate is published on any given day, the highest published rate shall be used to determine the Prime Rate under this Note. The Prime Rate is not necessarily the lowest rate offered by The UPS Store, Inc, nor by the lenders whose rates are surveyed by The Wall Street Journal. If The Wall Street Journal ceases to publish a prime rate, The UPS Store, Inc. may choose a substitute source for the Prime Rate under this Note or may choose a substitute index. If The UPS Store, Inc. chooses a substitute index, it may also choose a substitute Margin so that the new interest rate is substantially similar to the interest rate in effect under this Note at the time the prime rate ceases to be published in The Wall Street Journal.

Principal and Interest Payments:

Principal and interest shall be due and payable in _____ monthly payments, payable on the day of each month (each such day, including the last day of February, hereinafter referred to as a "**Payment Date**"), beginning with the first Payment Date of _____ after the date of this Note, and continuing on each Payment Date thereafter; provided that on the last Payment Date, by _____ the Maker shall pay in full all remaining principal and interest then outstanding under this note. Beginning on the first Payment Date after the date hereof, and continuing on each Payment Date until the first Adjustment Date following the date hereof, each monthly payment of principal and interest shall be in the amount of the Initial Monthly Payment set forth above. Beginning with the first Adjustment Date following the date hereof, and on each subsequent Adjustment Date thereafter, the payment amounts of principal and interest under this note will be adjusted based upon the interest rate in effect as of such Adjustment Date, and also based upon a principal repayment amount that shall enable all principal to be repaid fully as of the last Payment Date. As a result of any adjustment on any Adjustment Date, the resulting monthly payment due on this Note may increase, decrease or remain the same, depending upon the interest in effect on such Adjustment Date. Following each Adjustment Date, The UPS Store, Inc. promptly shall furnish to Maker a written statement setting forth the new monthly payment of principal and interest until the next such Adjustment Date. Any such new monthly payment furnished in writing from The UPS Store, Inc. to Maker automatically shall be deemed incorporated herein by reference, except in the case of manifest error.

Makers may prepay principal in any amount from time to time without penalty. Should any payment not be paid when due, it shall thereafter bear like interest as the principal. Payments shall first be credited against any outstanding fees and expenses, then against interest, and finally against principal. Should default be made in any payment due hereunder or in any other agreement between Makers and The UPS Store, Inc., the whole sum of principal and interest shall, at the option of the holder of this Note, become immediately due and payable; provided, however, that holder may not so declare the whole sum of principal and interest payable until after thirty (30) days of nonpayment have elapsed from the due date of the payment in question.

Makers shall pay holder a charge of five percent (5%) of the amount of the payment due for any payment of principal or interest which is not paid to holder within ten (10) days following the due date. Principal and interest is payable in lawful money of the United States.

In addition to other rights and remedies of holder contained herein, the holder of this Note may, at its option, accelerate the maturity of all amounts due hereunder upon the happening of any of the following events, in which event the unpaid balance of the Note (including unpaid principal, accrued and unpaid interest to the date of payment, any advances made by holder pursuant to this Note and any other charges or fees to which holder is entitled hereunder) shall become immediately due and payable without demand or notice: insolvency or commission of any act of insolvency; filing of a petition in bankruptcy, either voluntary or involuntary; institution of any proceeding under any bankruptcy or insolvency laws relating to the relief of debtors; entry of judgment; appointment of a receiver; issuance of a right of attachment; order of garnishment or subpoena in supplementary proceedings, execution or other similar process; assignment, mortgage or pledge of accounts receivable or other property without the written consent of the holder hereof; if at any time the holder shall consider the security of the loan unsatisfactory or insufficient and the undersigned shall not on demand furnish such further collateral or such payment on account as shall be satisfactory to the holder; if at any time, in the sole opinion of the holder hereof, the financial responsibility of the undersigned becomes impaired or unsatisfactory to the holder; or failure to pay any financial obligation whatsoever owing to The UPS Store, Inc.; or application is made by any judgment creditor for an order directing the holder hereof to pay over any money.

No extension of time for payment of all or any part of the amount owing herein at any time or times shall affect the liability of the undersigned or any guarantors. No failure or delay by the holder in exercising any right under this Note shall operate as a waiver of such right, nor shall any single or partial exercise of any right exclude the further exercise thereof or the exercise of any other right. Makers waive demand, presentment for payment, notice of nonpayment, notice of protest of this Note and the right to assert in any action or proceeding with regard to this Note any setoffs or counterclaims which the Makers may have.

This Note is secured by a Security Agreement. Should the undersigned or their successors in interest sell, contract to sell, lease, sublease or otherwise dispose of or transfer the collateral therein described or any interest therein; or should the undersigned not remain a franchisee of The UPS Store, Inc.; or should the undersigned default under any individual Franchise Agreement or Area Franchise Agreement or any other obligation to The UPS Store, Inc., at The UPS Store, Inc.'s election, all sums hereby secured will be immediately due and payable.

In the event any provision (or any part of any provision) contained in this Note is for any reason held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision (or remaining part of the affected provision) of this Note but this Note shall be construed as if such invalid, illegal or unenforceable provision (or part thereof) has never been contained herein but only to the extent it is invalid, illegal or unenforceable.

Legal Entity Name (if applicable)

By: _____ Date _____
Secondary Borrower's Name, Individually

GENERAL RELEASE IN CONNECTION WITH FINANCING

In consideration of The UPS Store, Inc. ("TUPSS") extending a loan to franchisee, franchisee hereby forever releases, waives and discharges TUPSS, UPS, as well as all past and present direct, indirect and ultimate corporate parents, subsidiaries, related companies, predecessors and successors, assignees and designees, and its, and each of their, past and present directors, officers, employees, agents, attorneys, owners, shareholders, partners, designees and representatives, as well as TUPSS's area franchisees and franchisees (collectively "**Released Parties**"), of and from any and all claims, demands, actions, causes of action, known or unknown, suspected or unsuspected, involving any Released Parties.

Franchisee agrees that this General Release is intended to be a full and final compromise, release and settlement of all claims, demands, actions, causes of action, known or unknown, suspected or unsuspected, relating to the franchise agreement, and franchisee expressly waives the provisions of Section 1542 of the California Civil Code, which reads as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

Franchisee acknowledges that different or additional facts may be discovered in addition to what (he/she) now knows or believes to be true with respect to the matters herein released, and that (he/she) agrees that this General Release shall be and remain in effect in all respects as complete and final releases of the matters released, notwithstanding any different or additional facts.

Franchisee represents that (he/she) is the sole possessor of any claims or causes of action being released, and that (he/she) has not assigned or otherwise transferred said claims or causes of actions.

Franchisee agrees that (he/she) will not, at any time hereafter, commence, maintain or prosecute any action, at law or otherwise, or assert any claim against the parties herein released and/or execute or enforce any judgment against the parties herein released, for damages, losses or for equitable relief relating to the matters herein released.

Franchisee understands and agrees that this General Release sets forth the full and complete agreement of the parties, and that no statements or representations, other than those contained herein, have been made or relied upon by the undersigned as an inducement for executing this General Release.

Franchisee agrees that this General Release shall bind and be binding upon (his/her) heirs, personal representatives, spouse, executors, administrators, and assigns, and shall inure to the benefit of their agents, employees, servants and successors.

AGREED AND ACCEPTED BY:

PRINTED NAME OF FRANCHISEE: _____

CENTER NUMBER: _____

If Franchisee is an individual, each individual must sign below:

Signature of Franchisee: _____

Signature Date: _____, 20__

Signature of Franchisee: _____

Signature Date: _____, 20__

Signature of Franchisee: _____

Signature Date: _____, 20__

If Franchisee is an entity, Franchisee and each individual owner of Franchisee must sign below:

Signature of Person Signing for Franchisee:

Title: _____

Signature Date: _____, 20__

Signature of Individual Owner:

_____, Individually

Signature Date: _____, 20__

Signature of Individual Owner:

_____, Individually

Signature Date: _____, 20__

Signature of Individual Owner:

_____, Individually

Signature Date: _____, 20__

FRANCHISOR: THE UPS STORE, INC.

Signature of Signing Officer: _____

Printed Name of Signing Officer: _____

Signature Date: _____, 20__

RISK FACTORS ASSOCIATED WITH THE PURCHASE OF A THE UPS STORE® FRANCHISE

In addition to the information contained in our Franchise Disclosure Document (“FDD”) and other information obtained from visits and discussions with existing Franchisees and/or former Franchisees, you should carefully consider the following risks and other factors in deciding whether to purchase a The UPS Store franchise. You acknowledge that the following risks listed below are not an exhaustive list of every risk you may face. You may face additional risks beyond those listed below and your decision should be made after you have satisfied yourself that you fully understand all risks associated with the purchase of a The UPS Store franchise, including, but not limited to, those described below and the information given you by The UPS Store, Inc. (“TUPSS”), its officers, directors, agents, employees, representatives, affiliates, or any of its Area Franchisees or their staff members.

1. Establishment of New Business

You understand that the purchase of our Franchise is primarily the purchase of a license to establish and operate a new business under the trademark name of “The UPS Store” and that you are required to operate the business in accordance with TUPSS’s pre-established business format. YOU UNDERSTAND THAT THE CREATION AND OPERATION OF A NEW BUSINESS INVOLVE A NUMBER OF RISKS, WHICH MEANS THAT IF YOU ARE NEVER ABLE TO OPERATE THE BUSINESS PROFITABLY, YOU COULD LOSE PART OR ALL OF YOUR INVESTMENT, PLUS ANY ADDITIONAL FUNDS THAT YOU CONTRIBUTE TO THE BUSINESS. YOU UNDERSTAND AND ACKNOWLEDGE THAT TUPSS CANNOT GUARANTEE THAT YOUR BUSINESS WILL EVER ACHIEVE PROFITABILITY, AND BY YOUR SIGNATURE ON THIS DOCUMENT YOU ARE AGREEING TO PURCHASE A THE UPS STORE FRANCHISE WITH FULL KNOWLEDGE OF THE RISKS DESCRIBED HEREIN.

2. Ability to Operate a The UPS Store Center (and to Provide Excellent Customer Service)

You understand that the ability to operate a profitable The UPS Store® Center requires a level of business and management skills and the capability of providing exceptionally good customer service. What TUPSS stresses to its Franchisees is that they must provide excellent customer service. Some individuals’ personalities may not be compatible with dealing with the public or customers and, accordingly, the selection and management of employees to actually deal with the customers is critical in the operation of your Center. However, you understand that if your Center does not consistently provide the highest level of customer service, you may not be able to develop and/or sustain a sufficient customer base to ever achieve profitability.

3. Selection of Center Location and Lease Negotiation

You understand that while TUPSS or its Area Franchisee or TUPSS’s third party designee may assist you in selecting a site for your Center and provide input regarding the terms and conditions of the Center’s premises lease and may assist in negotiating the lease, the ultimate decision and final responsibility on whether to accept the site and the lease is yours. You hereby release and hold harmless TUPSS and its Area Franchisee and TUPSS’s third party designees that perform site-related work for you from any liability resulting from their efforts to assist you in selecting a site or negotiating a Center premises lease. You further understand that TUPSS recommends that you retain your own attorney, real estate broker and/or business advisor to negotiate your Center’s premises lease and explain to you any provisions of the lease that you do not understand. You also understand that there is a risk that the site you select or the lease you sign for your Center may not meet all of your expectations or desires. These include expectations regarding the amount of foot traffic, visibility of the site, amount of vehicular traffic, availability of parking spaces, mix of other tenants, performance of your landlord, amount of rent, and

other factors. If any of those or similar factors are not as anticipated, or should they change at any time after your Center has opened, you understand that your business might fail and you could lose part or all of your investment.

4. Center Development: Construction Coordination and Supervision Services

You understand that TUPSS requires you to discuss with your Center Development Coordinator, as that term is defined in Item 5 of TUPSS's FDD, the construction and build-out (or remodel) of your new Center and to obtain a bid from such Center Development Coordinator for the complete build-out (or, if applicable, remodel) of your Center. You further understand and acknowledge that:

- a. You must use a licensed and bonded general contractor for the construction of your Center that is selected and provided by your Center Development Coordinator and/or by TUPSS;
- b. As described in FDD Item 5, you are required to utilize the Center Development Coordinator designated by TUPSS, for the supervision and coordination of the buildout or (if applicable) remodeling of your Center. Your Center Development Coordinator will provide a detailed breakdown of associated costs for work to be done, including the Center Development Fee, in the amount specified in Item 5 of our current FDD. These Center development supervision and coordination services apply to new centers, remodels, relocations, conversions, and image upgrades;
- c. Unless your Center Development Coordinator is an employee of TUPSS, it will be TUPSS's independent contractor (but not its agent) hired to provide construction coordination and supervision services for your Center;
- d. TUPSS does not receive any compensation, fee, or other remuneration from the Center Development Coordinator in connection with a third-party Center Development Fee it earns for the performance of any construction supervision and coordination services;
- e. Insofar as construction supervision and coordination services must necessarily be performed on-site at your Center, TUPSS cannot supervise or control the performance of any construction supervision and coordination services that may be rendered by the Center Development Coordinator (where such person is not an employee of TUPSS), and accordingly, by signing this document you agree that TUPSS cannot be liable for the performance or nonperformance of any construction supervision and coordination services provided by the Construction Coordination (where such person is not an employee of TUPSS).

5. Use of Professional Advisers, Accountants, and Attorneys

You understand that the referenced Franchise Agreement governs our relationship and you confirm that you have read the complete Franchise Agreement and understand that you have the right to have your own attorney explain to you any terms of the Franchise Agreement that you do not understand. If you did not understand any of the terms of the Franchise Agreement, including this exhibit, you understand that you have the right, if you desire, to consult with your own attorney. TUPSS strongly recommends that you consult with your own independent attorney regarding this Franchise Agreement, your Center lease, and all other documents and legal matters associated with your Center.

You understand that attempting to start up a new business, including a The UPS Store franchised business, is a complicated undertaking and will require both a substantial financial investment and personal time commitment to work at your business and on your business a substantial number of hours per week.

Although TUPSS will provide assistance and advice, TUPSS cannot guarantee your profitability as a TUPSS franchisee. You understand that your earnings and profits as our franchisee will be primarily dependent upon your own individual efforts in operating your Center. You understand that TUPSS strongly recommends that you consult with your own accountant or financial advisor in order to satisfy yourself concerning your ability to establish and operate a profitable business, taking into account the amount of working capital you have available, your anticipated debt service, your monthly expenses, and your other financial obligations.

6. NO REPRESENTATIONS OF EARNINGS OR PROFITS

YOU UNDERSTAND AND ACKNOWLEDGE THAT, EXCEPT AS PROVIDED IN ITEM 19 OF TUPSS'S FDD, NEITHER TUPSS, NOR ANY OF ITS OFFICERS, AGENTS, EMPLOYEES OR REPRESENTATIVES, NOR ANY TUPSS AREA FRANCHISEE, HAS MADE ANY CLAIMS OR REPRESENTATIONS WHATSOEVER REGARDING POTENTIAL REVENUES, EARNINGS OR PROFITS THAT YOU MAY ACHIEVE AS THE OWNER OF A THE UPS STORE FRANCHISE, AND THAT YOU HAVE NOT MADE A DECISION TO PURCHASE YOUR FRANCHISE BASED ON ANY SUCH REPRESENTATIONS.

7. Amount of Additional or Working Capital Start-Up Costs and Financial Requirements

You understand that TUPSS has disclosed to you an ESTIMATE of the amount of “additional funds” or working capital that you should have available to invest in the business in the early term or start-up phase of the operation of your Center. You acknowledge that you have read and understand footnote # 10 to your FDD’s Item 7. This estimated amount could be needed to support the business in the start-up phase until it reaches a possible break-even point. This money will be needed to pay for such items as rent, employees’ salaries, and other business expenses until the business generates enough revenues (cash flow) to cover those expenses. You further understand that the working capital that may be needed is in addition to other funds that you will need to cover all of your normal living expenses, such as food, clothing, housing, and other personal expenses. It is also important to understand that if your business never reaches a break-even point, no amount of working capital will be sufficient, and your business will eventually fail and you will probably lose all of your investment.

8. Pricing of Products and Services

You fully understand that although TUPSS publishes recommended pricing policies for product and services other than UPS shipping services, as an independent business owner you are free to establish your own pricing for products and services, other than UPS shipping services, sold in your Center. Should you elect to price such types of products and services too low, you may adversely affect margins; and should you elect to set prices too high, you may lose business to your competitors. In either case your profitability will suffer.

9. Failure to Participate in Recommended Business Activities

You hereby acknowledge that your failure to offer services or products recommended by TUPSS when and if available may have a significant detrimental effect on the revenues and profitability of your Center,

and you agree to accept full responsibility for any decisions that you may make to disregard TUPSS recommendations regarding offering of these services or products.

10. Local Marketing

You hereby acknowledge that you understand that the success or failure of your business will depend in part on your local marketing efforts. You hereby agree to engage actively and continuously in such local marketing efforts as "farming," flyer distribution, placement of coupons or insert advertisements in local newspapers, telephone books, and elsewhere, and that you will participate in the marketing efforts recommended by TUPSS, including an Ad Association.

11. No Ability to Compete at End of Term

You understand that your Franchise Agreement gives you a license to operate a The UPS Store Center for a period of 10 years. At that time, you have the right to request that your franchise be renewed for an additional 10-year term, provided that you comply with all of the obligations set forth in the Franchise Agreement. While TUPSS cannot arbitrarily refuse to renew your Franchise Agreement, there is no assurance that TUPSS will consent to renew your Agreement, and if TUPSS refuses to renew your Agreement or if you choose not to renew your Agreement, then you are aware that under your Non-Competition and Non-Solicitation Agreement (which is Exhibit D to your Franchise Agreement) you are prohibited from continuing to operate your Center or any similar business which competes with The UPS Store within the time period and geographic area set forth in such Non-Competition and Non-Solicitation Agreement.

You understand that if you elect not to renew your Franchise Agreement, then TUPSS has the right to purchase the assets of your Center at a specified price, in which case you will no longer own the business. In addition, TUPSS also has the right to go into court and seek a court order to require you to comply with the termination provisions of the Franchise Agreement, which may prohibit you from operating a competing business.

12. No Right to any Specified Level of Support

You understand that while TUPSS produces and distributes to its Franchise Owners various training materials, programs, manuals, newsletters, and may facilitate the holding of local, regional, and/or national conventions in order to encourage networking and the exchange of ideas for the purpose of promoting and making your Center more profitable, in the final analysis it is your responsibility to avail yourself of and to assimilate and use the information and ideas provided in order to operate your Center and make it as profitable as you can. While support may be provided by either TUPSS (or an Area Franchisee, if one is located in your area), you understand that there is no specified level of support that you will receive or are entitled to receive and you may not receive all of the support that you expect or believe that you should receive. You are strongly encouraged to talk with other current franchisees and former franchisees in order to determine for yourself whether you will be satisfied with the level of support provided by TUPSS and from within the Network in general. You understand that while TUPSS (or an Area Franchisee) can make recommendations or suggestions on how to improve your business, it will be up to you to carry out and implement those recommendations and suggestions, all of which may require expenditures of money (such as to upgrade fixtures and equipment in your Center or conduct promotional programs) or expenditures of time (such as keeping your Center open during evening hours and on weekends).

13. Risks of Taxes, Fees, and Burdensome Governmental Regulations

You understand that your Center is a small business operation and will be required to pay all existing and new taxes and fees and will be subject to a myriad of federal, state, and local laws and governmental regulations, including regulations concerning health, safety, environmental matters, toxic and hazardous materials, labor laws, worker safety and equal opportunity laws, compliance with the ADA (Americans with Disabilities Act) and new or proposed legislation, such as health insurance and related programs. You understand that TUPSS cannot advise you with regard to all such laws and regulations and that the profitability and even viability of your business may be affected by such laws and regulations.

14. Risk of Competition

You understand that each of the profit centers and services provided in your Center may be provided by others, including mailbox service, copying, packaging, and shipping and that new competitors, including well-established entities, such as the U.S. Postal Service, may appear at any time and may locate any type of retail outlet within your exclusive franchise territory. It is also possible that another Center may be located adjacent to your franchise territory, and depending upon circumstances, may even be placed ON THE BOUNDARY LINE of your franchise territory (but outside of your franchise territory). Any of these events may adversely affect your operations and profitability. You further understand that any “exclusive uses” you have in your Center lease may not be honored by your landlord or may not be enforced by a court.

15. Complaints and Litigation

You understand that TUPSS from time to time receives complaints from, threats, and lawsuits from customers of TUPSS franchisees, franchisees, and employees alleging fraud, misrepresentation, breach of contract, violation of unfair and deceptive trade practice acts, anti-trust laws, franchise laws, other tortious acts, and misconduct and violation of other laws. Adverse publicity resulting from such allegations may materially affect TUPSS and its franchisees, regardless of whether such allegations are valid or whether the Company is liable. The Company is the subject of several lawsuits filed by franchisees and, on several occasions, has filed suit against franchisees or former franchisees, generally to collect royalties, repossess equipment, or otherwise to enforce the Franchise Agreement. While TUPSS believes that it has not violated any franchise laws or misled or defrauded prospective franchisees, it cannot provide any assurance that an adverse result may not occur in any of those suits. Where the Company is a defendant it believes that it has valid defenses to the allegations made, but an existing or future lawsuit or claim could result in an adverse decision against the Company that could materially and adversely affect the Company’s results of operations or liquidity.

Acknowledgment

By signing below, I hereby indicate that I FULLY UNDERSTAND AND ACCEPT ALL OF THE RISKS described above and all other risks not described above that may affect my ability to profitably operate my franchised business.

| | |
|---------------|--|
| _____ Date | _____ Franchisee - Authorized signature |
| _____ Date | _____ Franchisee - Authorized signature |
| _____ Date | _____ Franchisee - Authorized signature |
| _____ Date | _____ Franchisee - Authorized signature |
| _____ Date | _____ Franchisee - Authorized signature |
| _____ Date | _____ Franchisee - Authorized signature |
| _____ Date | _____ Franchisee - Authorized signature |
| _____ Date | _____ Franchisee - Authorized signature |

***Signatures are required of all persons listed in the Ownership Information Form (attached to Franchisee's Franchise Agreement) who claim (either directly or through a legal entity) an ownership interest in this franchise.**

RECEIPT

(KEEP THIS COPY FOR YOUR RECORDS)

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

If The UPS Store, Inc. ("TUPSS") 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. [However, some state franchise laws require TUPSS to provide this disclosure document to you 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.] If TUPSS does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the appropriate state agency identified on Exhibit 7.

The name, principal business address, and telephone number of our franchise sellers offering our The UPS Store franchise are as follows: _____

The issuance date of this Franchise Disclosure Document is April 30, 2015, as amended November 9, 2015.

TUPSS authorizes the persons and/or entities listed on Exhibit "8" to receive service of process for TUPSS. I received a disclosure document dated April 30, 2015, as amended November 9, 2015, that included the following exhibits:

| | | |
|-----|---|------|
| 1. | FRANCHISE AGREEMENT..... | 1-1 |
| | EXHIBITS TO FRANCHISE AGREEMENT | |
| 2. | CENTER OPTION AGREEMENT..... | 2-1 |
| | EXHIBITS TO OPTION AGREEMENT | |
| 3. | LIST OF FRANCHISEES ("CENTER DIRECTORY") (separate book, unless e-disclosed) | 3-1 |
| 4. | LETTER OF INTENT FOR FRANCHISE | 4-1 |
| 5. | STATE SPECIFIC ADDENDUM / FORMS OF GENERAL RELEASE (IN RENEWAL AND TRANSFER CONTEXTS) | 5-1 |
| 6. | FINANCIAL STATEMENTS | 6-1 |
| 7. | LIST OF STATE ADMINISTRATORS | 7-1 |
| 8. | LIST OF AGENTS FOR SERVICE OF PROCESS..... | 8-1 |
| 9. | LIST OF AREA FRANCHISEES | 9-1 |
| 10. | REGIONAL MAP | 10-1 |
| 11. | TUPSS FINANCING DOCUMENTS..... | 11-1 |
| 12. | ACKNOWLEDGMENT REGARDING RISK FACTORS | 12-1 |
| 13. | ACKNOWLEDGMENT OF RECEIPT (2)..... | 13-1 |

Date Received_____
Prospective Franchisee Signature_____
Print Name_____
Date Received_____
Prospective Franchisee Signature_____
Print Name

INSTRUCTIONS FOR RETURNING YOUR COMPLETED RECEIPT: (1) if you received "electronic" delivery of this disclosure document, you may "e-sign" your acknowledgement of receipt and confirm the date of such "e-signature," as prompted by our electronic disclosure system; (2) if you did not receive electronic delivery of this disclosure document, you must manually sign and date the paper copies of this receipt, and return the second (signed and dated) copy (Exhibit 13-2) to our designated franchise seller.

RECEIPT
(RETURN THIS COPY TO US)

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Date Received

Prospective Franchisee Signature

Print Name

Date Received

Prospective Franchisee Signature

Print Name

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