

EXHIBIT E

State Addenda

ADDENDUM TO OFFERING CIRCULAR FOR THE STATE OF CALIFORNIA

1. Neither the franchisor nor any person in Item 2 of the offering circular is subject to any currently effective order of any national securities association or national securities exchange as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling such person from membership in that association or exchange.
2. 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 offering circular.
3. The Franchise Agreement requires binding arbitration. The arbitration will occur at a site chosen by the arbitrators with the costs being borne by each party except where a party fails to comply with the arbitration provisions of the Franchise Agreement, in which case, that party shall be liable to the other party for all costs and attorneys' fees incurred by the other party to enforce the arbitration provisions.

Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

4. The following paragraph is added to the end of Item 6 of the offering circular

A. Liquidated Damages Provision:

If the Franchise Agreement contains any liquidated damage clauses, California Civil Code Section 1671 may render them unenforceable.

5. The following paragraphs are added at the end of Item 10 of the offering circular

We will comply with all appropriate laws governing any direct financing offered by us to you including, if applicable, the California Finance Lenders Law.

6. The following paragraphs are added at the end of Item 17 of the offering circular

A. Termination and Non-Renewal:

California Business and Professional Code Sections 20000 through 20043 provide rights to franchisees concerning termination or non-renewal of a franchise. If the Franchise Agreement contains any provision that is inconsistent with the law, the law, as amended from time to time, will control.

B. Post Termination Non-Competition Covenants:

Any non-competition and non-solicitation agreement containing a covenant not to compete that extends beyond the termination/expiration of the franchise, may not be enforceable under California law.

C. Liquidated Damages Provision:

If the Franchise Agreement contains any liquidated damage clauses, California Civil Code Section 1671 may render them unenforceable.

D. Termination upon Insolvency, Bankruptcy or Reorganization:

Where the Franchise Agreement provides for termination upon insolvency, bankruptcy or reorganization, such a provision might not be enforceable under California Law.

E. Material Modifications:

Section 31125 of the Franchise Investment Law requires us to give you a disclosure document approved by the Commissioner of Corporations before we ask you to consider a material modification of your Franchise Agreement.

NOTICE TO PROSPECTIVE FRANCHISEES IN THE STATE OF ILLINOIS

The following are revisions to Item 17 of the offering circular:

The Illinois Franchise Disclosure Act applies. The conditions under which the franchise can be terminated and the rights upon non-renewal may be affected and are governed by Illinois Compiled Statutes 1992, Chapter 815, Section 705/18 through 705/20.

With respect to any agreement executed and operational in the State of Illinois, any governing law or choice of law clause granting authority to a state other than Illinois is hereby amended to grant authority of the Illinois Franchise Disclosure Act.

Jurisdiction and venue for any dispute arising out of the Franchise Agreement shall be in the State of Illinois except in the case of arbitration, which shall be conducted pursuant to Article 18.2 of the Franchise Agreement.

The following are revisions to the Receipt Pages of the offering circular:

In the State of Illinois, Paul Davis Restoration, Inc. must provide this offering circular to you to you by the earliest of:

- (1) the first personal meeting to discuss our franchise; or
- (2) fourteen days before the signing of a binding agreement; or
- (3) fourteen business days before a payment to PDRI

Dated: _____

Signature of Prospective Franchisee

Printed name of Prospective Franchisee

NOTICE TO PROSPECTIVE FRANCHISEES IN THE STATE OF INDIANA

The following are revisions to Item 17 of the offering circular:

Indiana Code section 23-2.7-1(9) prohibits provisions in contracts which require a franchisee to covenant not to compete with the franchisor for a period longer than three (3) years or in an area greater than the exclusive area granted by the Franchise Agreement upon termination or failure to renew the Franchise Agreement. Accordingly, in the State of Indiana, upon termination of the Franchise Agreement, you cannot be involved in a competing business for one (1) year within your exclusive Franchise Territory.

Indiana Code section 23-2.2.7-1(10) prohibits the limitation of litigation. The Indiana Secretary of State has interpreted this section to prohibit provisions in contracts regarding liquidated damages. Accordingly, the provisions in the Franchise Agreement regarding liquidated damages may not be enforceable.

Indiana Code section 23-2-2.7-1(10) prohibits the choice of an exclusive forum other than Indiana.

Indiana Code section 23-2-2.5 and 23-2-2.7 supercedes the choice of law clauses of the Franchise Agreement.

NOTICE TO PROSPECTIVE FRANCHISEES IN THE STATE OF MINNESOTA

With respect to franchises governed by Minnesota law, the franchisor will comply with Minn. Stat. Sec. 80c. 14, subsections 3, 4 and 5 which require, except in certain specified cases, that a franchisee be given 90 days notice of termination (with 60 days to cure) and 180 days notice for non-renewal of the Franchise Agreement.

Notwithstanding anything to the contrary in the Franchise Agreement, pursuant to Minn. Stat. Sec. 80C.21 and Minn. Rule Part 2860.4400J, the Franchisor is prohibited from requiring litigation to be conducted outside Minnesota. In addition, nothing in the offering circular or agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

Notwithstanding anything contained in the Franchise Agreement to the contrary, the Franchisor shall protect the Franchisee's right to use the trade marks, service marks, trade names, logotypes, symbols, and other commercial symbols belonging to the Franchisor and which the Franchisee has been permitted to use under the Franchise Agreement.

NOTICE TO PROSPECTIVE FRANCHISEES IN THE STATE OF NEW YORK

The following are revisions to Item 3 of the offering circular:

Other than the matters described above, neither PDRI nor any person identified in Item 2: (1) has any pending administrative, criminal or material civil action alleging a violation of any franchise law, securities law, fraud, embezzlement, fraudulent conversion, restraint of trade, unfair or deceptive practices, misappropriation of property or comparable allegations; (2) has been convicted of a felony or pleaded *nolo contendere* to a felony charge or, within the ten year period immediately preceding the application for registration, has been convicted of a misdemeanor or pleaded *nolo contendere* to a misdemeanor charge or been held liable in a civil action by final judgment or been the subject of a material complaint or other legal proceeding if such misdemeanor conviction or charge or civil action, complaint or other legal proceeding involved violation of any franchise law, securities law, fraud, embezzlement, fraudulent conversion, restraint of trade, unfair or deceptive practices, misappropriation of property or comparable allegations; or (3) is subject to any injunctive or restrictive order or decree relating to franchises or under any Federal, State or Canadian franchise, securities, antitrust, trade regulation or trade practice law as a result of a concluded or pending action or proceeding brought by a public agency.

The following are revisions to Item 4 of the offering circular:

Neither PDRI, nor its affiliates, officers, or directors during the 10 year period immediately preceding the date of the offering prospectus have (a) filed as debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; (b) obtained a discharge of its debts under the bankruptcy code; or (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within one (1) year after the officer or general partner of the franchisor held this position in the company or partnership.

The following are revisions to Item 5 of the offering circular:

The Initial Franchise Fee is to be used for the purpose of sales development, training, and marketing costs as set forth in Item 7.

The following are revisions to Item 17D of the offering circular:

The franchisee may terminate the agreement upon any grounds available by law.

NOTICE TO PROSPECTIVE FRANCHISEES IN THE STATE OF WASHINGTON

The State of Washington has a statute, RCW 19.100.180, which may supercede the Franchise Agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the Franchise Agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

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

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

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

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

EXHIBIT F

Guarantees of Performance

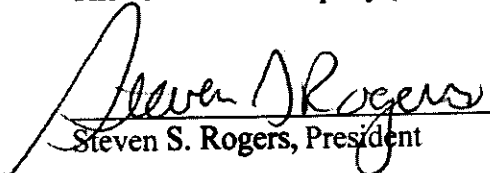
STATE OF CALIFORNIA

GUARANTEE OF PERFORMANCE

For value received, The Franchise Company (U.S.) Inc., located at 126 Prospect Street, Cambridge, Massachusetts, 02139, absolutely and unconditionally guarantees the performance by Franchisor and its subsidiary, Paul Davis Restoration, Inc., of all the obligations of Franchisor in accordance with the terms and conditions of its franchise registration in the State of California and of its Franchise or License Agreements entered into after this date with franchisees for franchises offered or sold in the State of California, as the same may have been or may hereafter be amended, modified, renewed, or extended from time to time. This guarantee shall continue in force until all obligations of Franchisor under the franchise registration and Agreements have been completely discharged, whichever first occurs. Guarantor shall not be discharged from liability hereunder as long as any claim by a franchisee against Guarantor remains outstanding. Notice of acceptance is waived. This guarantee shall be binding upon Guarantor and on its successors and assigns.

In witness thereof, Guarantor has, by a duly authorized officer, executed this guarantee at 126 Prospect Street, Cambridge, Massachusetts, 02139 this 2nd day of April 2020.

The Franchise Company (U.S.) Inc.



Steven S. Rogers, President

Attest:



Paul W. Clements, Secretary

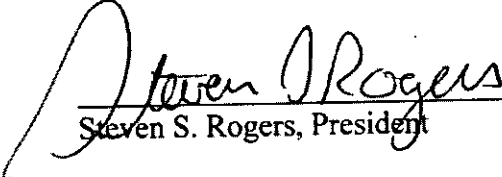
STATE OF FLORIDA

GUARANTEE OF PERFORMANCE

For value received, The Franchise Company (U.S.) Inc., located at 126 Prospect Street, Cambridge, Massachusetts, 02139, absolutely and unconditionally guarantees the performance by Franchisor and its subsidiary, Paul Davis Restoration, Inc., of all the obligations of Franchisor in accordance with the terms and conditions of its franchise registration in the State of Florida and of its Franchise or License Agreements entered into after this date with franchisees for franchises offered or sold in the State of Florida, as the same may have been or may hereafter be amended, modified, renewed, or extended from time to time. This guarantee shall continue in force until all obligations of Franchisor under the franchise registration and Agreements have been completely discharged, whichever first occurs. Guarantor shall not be discharged from liability hereunder as long as any claim by a franchisee against Guarantor remains outstanding. Notice of acceptance is waived. This guarantee shall be binding upon Guarantor and on its successors and assigns.

In witness thereof, Guarantor has, by a duly authorized officer, executed this guarantee at 126 Prospect Street, Cambridge, Massachusetts, 02139 this 2nd day of April 2002.

The Franchise Company (U.S.) Inc.



Steven S. Rogers, President

Attest:



Paul W. Clements, Secretary

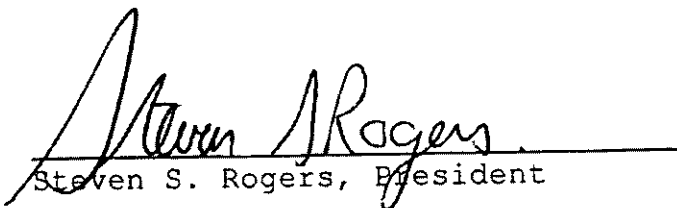
STATE OF ILLINOIS

GUARANTY OF PERFORMANCE

For value received, The Franchise Company (U.S.) Inc., located at 341 Broadway, Cambridge, Massachusetts 02139, absolutely and unconditionally guarantees the performance by franchisor, Paul W. Davis Systems, Inc., of all obligations under the Illinois Franchise Disclosure Act and Rules, and of all of the obligations of franchisor to furnish goods and/or services necessary to establish and open the business of franchisees to whom franchises are granted by franchisor pursuant to the registration of such franchises in the State of Illinois and the terms and conditions of its franchise and other agreements entered into after this date with franchisees under the jurisdiction of the Illinois Franchise Disclosure Act, as the same have been or may hereafter be amended, modified, renewed or extended from time to time. This guaranty shall continue in force until all such obligations of franchisor shall have been satisfied or until such liability of franchisor to such franchisees has been completely discharged, whichever first occurs. Guarantor shall not be discharged from liability hereunder as long as any such claim by a franchisee against franchisor remains outstanding. Notice of acceptance is waived. Notice of default on the part of franchisor is not waived. This guaranty shall be binding upon guarantor, its successors and assigns.

In witness whereof, guarantor has, by a duly authorized officer, executed this guarantee at Toronto, Ontario, Canada, this 23rd day of July, 1998.

The Franchise Company (U.S.) Inc.


Steven S. Rogers, President

ATTEST:


Paul W. Clements, Secretary

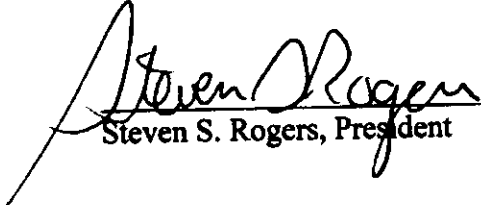
STATE OF INDIANA

GUARANTEE OF PERFORMANCE

For value received, The Franchise Company (U.S.) Inc., located at 126 Prospect Street, Cambridge, Massachusetts, 02139, absolutely and unconditionally guarantees the performance by Franchisor and its subsidiary, Paul Davis Restoration, Inc., of all the obligations of Franchisor in accordance with the terms and conditions of its franchise registration in the State of Indiana and of its Franchise or License Agreements entered into after this date with franchisees for franchises offered or sold in the State of Indiana, as the same may have been or may hereafter be amended, modified, renewed, or extended from time to time. This guarantee shall continue in force until all obligations of Franchisor under the franchise registration and Agreements have been completely discharged, whichever first occurs. Guarantor shall not be discharged from liability hereunder as long as any claim by a franchisee against Guarantor remains outstanding. Notice of acceptance is waived. This guarantee shall be binding upon Guarantor and on its successors and assigns.

In witness thereof, Guarantor has, by a duly authorized officer, executed this guarantee at 126 Prospect Street, Cambridge, Massachusetts, 02139 this 2nd day of April 2002.

The Franchise Company (U.S.) Inc.



Steven S. Rogers, President

Attest:



Paul W. Clements, Secretary

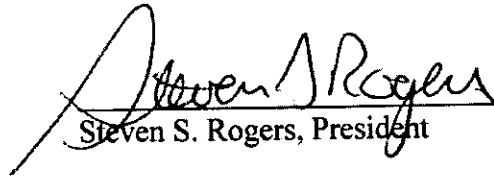
STATE OF MICHIGAN

GUARANTEE OF PERFORMANCE

For value received, The Franchise Company (U.S.) Inc., located at 126 Prospect Street, Cambridge, Massachusetts, 02139, absolutely and unconditionally guarantees the performance by Franchisor and its subsidiary, Paul Davis Restoration, Inc., of all the obligations of Franchisor in accordance with the terms and conditions of its franchise registration in the State of Michigan and of its Franchise or License Agreements entered into after this date with franchisees for franchises offered or sold in the State of Michigan, as the same may have been or may hereafter be amended, modified, renewed, or extended from time to time. This guarantee shall continue in force until all obligations of Franchisor under the franchise registration and Agreements have been completely discharged, whichever first occurs. Guarantor shall not be discharged from liability hereunder as long as any claim by a franchisee against Guarantor remains outstanding. Notice of acceptance is waived. This guarantee shall be binding upon Guarantor and on its successors and assigns.

In witness thereof, Guarantor has, by a duly authorized officer, executed this guarantee at 126 Prospect Street, Cambridge, Massachusetts, 02139 this 2nd day of April 2002.

The Franchise Company (U.S.) Inc.



Steven S. Rogers, President

Attest:



Paul W. Clements, Secretary

STATE OF MINNESOTA

GUARANTEE OF PERFORMANCE

For value received, The Franchise Company (U.S.) Inc., located at 126 Prospect Street, Cambridge, Massachusetts, 02139, absolutely and unconditionally guarantees the performance by Franchisor and its subsidiary, Paul Davis Restoration, Inc., of all the obligations of Franchisor in accordance with the terms and conditions of its franchise registration in the State of Minnesota and of its Franchise or License Agreements entered into after this date with franchisees for franchises offered or sold in the State of Minnesota, as the same may have been or may hereafter be amended, modified, renewed, or extended from time to time. This guarantee shall continue in force until all obligations of Franchisor under the franchise registration and Agreements have been completely discharged, whichever first occurs. Guarantor shall not be discharged from liability hereunder as long as any claim by a franchisee against Guarantor remains outstanding. Notice of acceptance is waived. This guarantee shall be binding upon Guarantor and on its successors and assigns.

In witness thereof, Guarantor has, by a duly authorized officer, executed this guarantee at 126 Prospect Street, Cambridge, Massachusetts, 02139 this 2nd day of April 2002.

The Franchise Company (U.S.) Inc.



Steven S. Rogers, President

Attest:



Paul W. Clements, Secretary

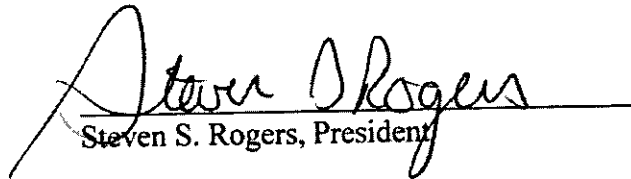
STATE OF NEW YORK

GUARANTEE OF PERFORMANCE

For value received, The Franchise Company (U.S.) Inc., located at 126 Prospect Street, Cambridge, Massachusetts, 02139, absolutely and unconditionally guarantees the performance by Franchisor and its subsidiary, Paul Davis Restoration, Inc., of all the obligations of Franchisor in accordance with the terms and conditions of its franchise registration in the State of New York and of its Franchise or License Agreements entered into after this date with franchisees for franchises offered or sold in the State of New York, as the same may have been or may hereafter be amended, modified, renewed, or extended from time to time. This guarantee shall continue in force until all obligations of Franchisor under the franchise registration and Agreements have been completely discharged, whichever first occurs. Guarantor shall not be discharged from liability hereunder as long as any claim by a franchisee against Guarantor remains outstanding. Notice of acceptance is waived. This guarantee shall be binding upon Guarantor and on its successors and assigns.

In witness thereof, Guarantor has, by a duly authorized officer, executed this guarantee at 126 Prospect Street, Cambridge, Massachusetts, 02139 this 2nd day of April 2002.

The Franchise Company (U.S.) Inc.


Steven S. Rogers, President

Attest:


Paul W. Clements, Secretary

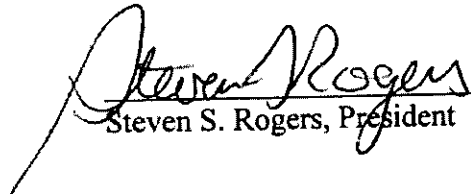
STATE OF SOUTH DAKOTA

GUARANTEE OF PERFORMANCE

For value received, The Franchise Company (U.S.) Inc., located at 126 Prospect Street, Cambridge, Massachusetts, 02139, absolutely and unconditionally guarantees the performance by Franchisor and its subsidiary, Paul Davis Restoration, Inc., of all the obligations of Franchisor in accordance with the terms and conditions of its franchise registration in the State of South Dakota and of its Franchise or License Agreements entered into after this date with franchisees for franchises offered or sold in the State of South Dakota, as the same may have been or may hereafter be amended, modified, renewed, or extended from time to time. This guarantee shall continue in force until all obligations of Franchisor under the franchise registration and Agreements have been completely discharged, whichever first occurs. Guarantor shall not be discharged from liability hereunder as long as any claim by a franchisee against Guarantor remains outstanding. Notice of acceptance is waived. This guarantee shall be binding upon Guarantor and on its successors and assigns.

In witness thereof, Guarantor has, by a duly authorized officer, executed this guarantee at 126 Prospect Street, Cambridge, Massachusetts, 02139 this 2nd day of April 2002.

The Franchise Company (U.S.) Inc.


Steven S. Rogers, President

Attest:


Paul W. Clements, Secretary

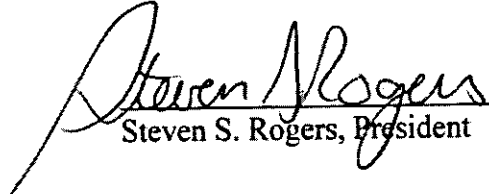
STATE OF UTAH

GUARANTEE OF PERFORMANCE

For value received, The Franchise Company (U.S.) Inc., located at 126 Prospect Street, Cambridge, Massachusetts, 02139, absolutely and unconditionally guarantees the performance by Franchisor and its subsidiary, Paul Davis Restoration, Inc., of all the obligations of Franchisor in accordance with the terms and conditions of its franchise registration in the State of Utah and of its Franchise or License Agreements entered into after this date with franchisees for franchises offered or sold in the State of Utah, as the same may have been or may hereafter be amended, modified, renewed, or extended from time to time. This guarantee shall continue in force until all obligations of Franchisor under the franchise registration and Agreements have been completely discharged, whichever first occurs. Guarantor shall not be discharged from liability hereunder as long as any claim by a franchisee against Guarantor remains outstanding. Notice of acceptance is waived. This guarantee shall be binding upon Guarantor and on its successors and assigns.

In witness thereof, Guarantor has, by a duly authorized officer, executed this guarantee at 126 Prospect Street, Cambridge, Massachusetts, 02139 this 2nd day of April 2002.

The Franchise Company (U.S.) Inc.


Steven S. Rogers, President

Attest:


Paul W. Clements, Secretary

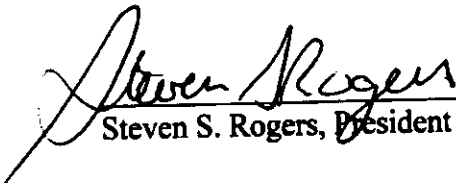
COMMONWEALTH OF VIRGINIA

GUARANTEE OF PERFORMANCE

For value received, The Franchise Company (U.S.) Inc., located at 126 Prospect Street, Cambridge, Massachusetts, 02139, absolutely and unconditionally guarantees the performance by Franchisor and its subsidiary, Paul Davis Restoration, Inc., of all the obligations of Franchisor in accordance with the terms and conditions of its franchise registration in the Commonwealth of Virginia and of its Franchise or License Agreements entered into after this date with franchisees for franchises offered or sold in the Commonwealth of Virginia, as the same may have been or may hereafter be amended, modified, renewed, or extended from time to time. This guarantee shall continue in force until all obligations of Franchisor under the franchise registration and Agreements have been completely discharged, whichever first occurs. Guarantor shall not be discharged from liability hereunder as long as any claim by a franchisee against Guarantor remains outstanding. Notice of acceptance is waived. This guarantee shall be binding upon Guarantor and on its successors and assigns.

In witness thereof, Guarantor has, by a duly authorized officer, executed this guarantee at 126 Prospect Street, Cambridge, Massachusetts, 02139 this 2nd day of April 2002.

The Franchise Company (U.S.) Inc.


Steven S. Rogers, President

Attest:


Paul W. Clements, Secretary

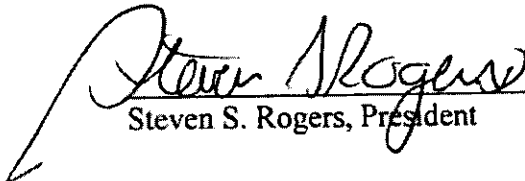
STATE OF WASHINGTON

GUARANTEE OF PERFORMANCE

For value received, The Franchise Company (U.S.) Inc., located at 126 Prospect Street, Cambridge, Massachusetts, 02139, absolutely and unconditionally guarantees the performance by Franchisor and its subsidiary, Paul Davis Restoration, Inc., of all the obligations of Franchisor in accordance with the terms and conditions of its franchise registration in the State of Washington and of its Franchise or License Agreements entered into after this date with franchisees for franchises offered or sold in the State of Washington, as the same may have been or may hereafter be amended, modified, renewed, or extended from time to time. This guarantee shall continue in force until all obligations of Franchisor under the franchise registration and Agreements have been completely discharged, whichever first occurs. Guarantor shall not be discharged from liability hereunder as long as any claim by a franchisee against Guarantor remains outstanding. Notice of acceptance is waived. This guarantee shall be binding upon Guarantor and on its successors and assigns.

In witness thereof, Guarantor has, by a duly authorized officer, executed this guarantee at 126 Prospect Street, Cambridge, Massachusetts, 02139 this 2nd day of April 2002.

The Franchise Company (U.S.) Inc.



Steven S. Rogers, President

Attest:



Paul W. Clements, Secretary

STATE OF WISCONSIN

GUARANTEE OF PERFORMANCE

For value received, The Franchise Company (U.S.) Inc., located at 126 Prospect Street, Cambridge, Massachusetts, 02139, absolutely and unconditionally guarantees the performance by Franchisor and its subsidiary, Paul Davis Restoration, Inc., of all the obligations of Franchisor in accordance with the terms and conditions of its franchise registration in the State of Wisconsin and of its Franchise or License Agreements entered into after this date with franchisees for franchises offered or sold in the State of Wisconsin, as the same may have been or may hereafter be amended, modified, renewed, or extended from time to time. This guarantee shall continue in force until all obligations of Franchisor under the franchise registration and Agreements have been completely discharged, whichever first occurs. Guarantor shall not be discharged from liability hereunder as long as any claim by a franchisee against Guarantor remains outstanding. Notice of acceptance is waived. This guarantee shall be binding upon Guarantor and on its successors and assigns.

In witness thereof, Guarantor has, by a duly authorized officer, executed this guarantee at 126 Prospect Street, Cambridge, Massachusetts, 02139 this 2nd day of April 2022.

The Franchise Company (U.S.) Inc.


Steven S. Rogers, President

Attest:


Paul W. Clements, Secretary