FRANCHISE DISCLOSURE DOCUMENT

Accelerated Services Franchise, LLC
a Florida limited liability company
2304 E Busch Blvd, Tampa, Florida 33612
866-698-2874
www.junkshotapp.com
info@acceleratedwaste.com

You will operate a residential and commercial bulk trash removal and hauling service and a valet trash service for multi-family residential properties under the name JUNK SHOT.

The total investment necessary to begin operation of a JUNK SHOT franchise ranges from $141,172 to $328,522 for a territory with a minimum population of 250,000 or 7,000 multi-family units. This includes the $76,772 to $87,372, that must be paid to the franchisor or affiliate for a single territory.

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 Sherrod Hunter, 866-698-2874, 2304 E Busch Blvd, Tampa, Florida 33612.

The terms of your contract will govern your franchise relationship. Do not 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, D.C. 20580. You can also visit the FTC's home page at www.ftc.gov for additional information. Call your state agency or visit your public library for other sources of information on franchising. There may also be laws on franchising in your state. Ask your state agencies about them.

Date of Issuance: April 30, 2026

How To Use This Franchise Disclosure Document

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

What you Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

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

Special Risks to Consider About *This* Franchise

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

1. <u>Out-of-State Resolution</u>. The Franchise Agreement requires you to resolve disputes with the franchisor by mediation and/or arbitration in Florida. Out-of-state mediation and arbitration may force you to accept a less favorable settlement for disputes. It may also cost you more to mediate and arbitrate with us in Florida than in your home state

2. <u>Financial Condition</u>. The franchisor's financial condition, as reflected in its financial statements (see Item 21), calls into question the franchisor's financial ability to provide services and support to you.

3. <u>Mandatory Minimum Payments</u>. You must make minimum royalty or advertising fund payments regardless of your sales levels. Your inability to make the payments may result in termination of your franchise and loss of your investment.

MICHIGAN NOTICE

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 that deprives a franchisee of rights and protections provided in this act. This shall not preclude a franchisee, after entering into a Franchise Agreement, from settling any and all claims.

(c) A provision that permits a franchisor to terminate a franchise before the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the Franchise Agreement and to cure such failure after being given written notice thereof and a reasonable opportunity that in no event need be more than 30 days, to cure such failure.

(d) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials that 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, logotype, advertising, or other commercial symbol in the same area after 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 that permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:

   (i) The failure of the proposed 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 franchisor a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the franchisor the right to acquire the assets of a franchise for the market or appraised value of such assets if the franchisee has breached the lawful provisions of the Franchise Agreement and has failed to cure the breach in the manner provided in subdivision (c).

(i) A provision that permits the franchisor to directly or indirectly convey, assign, or otherwise transfer its obligations to fulfill contractual obligations to the Franchisee unless provision has been made for providing the required contractual services.

THE FACT THAT THERE IS A NOTICE OF THIS OFFERING ON FILE WITH THE ATTORNEY GENERAL DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION, OR ENDORSEMENT BY THE ATTORNEY GENERAL.

Any questions regarding this notice should be directed to: Michigan Department of Attorney General, Consumer Protection Division, Franchise Section, 525 W. Ottawa Street, G. Mennen Williams Building, 5th Floor, Lansing, Michigan 48913 (517) 373-7117.

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EXHIBITS

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

To simplify the language in this disclosure document, the words "we," "our," and/or "us" refer to Accelerated Services Franchise, LLC, a Florida limited liability company, the franchisor of this business. "You" and "your" refer to the person who buys the franchise, the franchisee, whether you are a corporation, limited liability company, or other business entity. If you are a corporation, limited liability company or other business entity, certain provisions of this disclosure document also apply to your owners where noted.

The Franchisor

We were formed in Florida on August 19, 2019. We offer JUNK SHOT Junk Removal & Valet Trash franchises. Our principal business address is 2304 E Busch Blvd., Tampa, Florida 33612. We do business under our corporate name and the trade names, JUNK SHOT. Our agents for service of process are listed in Exhibit B to this disclosure document.

We grant franchises to qualified candidates in the United States for the operation of junk/bulk removal businesses. We grant the right to operate businesses providing residential and commercial junk/bulk removal and hauling service and trash removal valet service for multi-family residential properties under the name JUNK SHOT Junk Removal and JUNK SHOT Valet Trash., using our proprietary products, technology, and techniques (each and if applicable collectively referred to as the "Franchised Business"). "Junk" is defined as items not removed in the normal municipal pick-up. We nor the Franchised Businesses are in the business of regular pick-up of trash along designated residential or commercial routes, or hauling or removal of liquids, gases, or flammable or hazardous waste.

We have been offering JUNK SHOT JUNK SHOT - Junk Removal & Valet Trash franchises since December 2019, although prior to issuance of this Disclosure Document, our Valet Trash services were offered under DOORSTEP DETAILS trademarks. We have never offered franchises in any other line of business. We do not engage in any other business activities.

Our businesses are conducted under the trade name JUNK SHOT and also use our other related service marks, trademarks or logos (our "Marks") and our standards, methods, procedures, and specifications (our "System"). Our System further includes our proprietary software and mobile applications for logistics, scheduling, and client management; Specific methods for junk/bulk removal and valet trash service delivery; Marketing, advertising, and sales techniques; Standardized uniforms, vehicle branding, and equipment specifications.

You will offer junk removal and valet trash services using our JUNKSHOT Marks. You will operate the Franchised Business from designated commercial warehouse or storage space with no less than 200 square feet, with ample parking space that is monitored by surveillance or secured behind gated access.

We never have operated businesses of the type being franchised, but our affiliate, AWS (described below) has operated businesses offering junk/bulk removal and valet trash services since January 2010.

Our Parents, Predecessors and Affiliates

Our affiliate, Accelerated Waste Solutions of North America, LLC, a Florida limited liability company, ("AWS"), was formed on January 1, 2010 and owns the Marks and licenses us the right to use them and to sub-license their use to franchisees. AWS owns and operates outlets similar to the type offered in this disclosure document. AWS maintains its principal business address at 2304 E Busch Blvd., Tampa, Florida 33612. AWS has never offered franchises in any line of business.

We have no other affiliates, parents, or predecessors.

General Description of the Market and Competition

JUNK SHOT - Junk Removal & Valet Trash businesses provide junk/bulk removal services as well as valet trash removal services for multi-family residential properties, such as apartment complexes, using our proprietary products and methods. You will provide services to residential and commercial customers.

The market for bulk trash removal and residential valet trash removal services is developed and competitive. Our target market will include homeowners, multi-unit residential property managers, contractors, realtors, and businesses. You will compete with other businesses offering similar services, including other national, regional, and other franchises, as well as individual and local business owners. Consumer expectations for trash removal are services that are professional, timely, convenient, and hygienic. Typically, the need for trash removal services is not seasonal.

Regulations Specific to the Industry

In addition to the federal Resource Conservation and Recovery Act, there may be other laws related to trash disposal in your city, county, or town. You should investigate whether any city, town, or other governmental agency has issued or granted an exclusive right or license to another garbage or waste hauler that may limit your right to access a local transfer site or landfill. Your business may be limited by exclusive governmental licenses claimed by other garbage and waste collection companies, or by restrictions claimed on your right to access transfer sites or landfills.

You must follow local and state laws, orders, and ordinances, especially essential worker or mask requirements to address pandemic concerns. Further, you may want to consider relevant guidance issued by federal agencies such as the Center for Disease Control and Occupational Safety and Health Administration for the safety of your customers and employees.

Additionally, you may need to obtain other certifications or licenses, or be a licensed contractor depending on your local or state requirements in order to provide services offered by JUNK SHOT . Some jurisdictions require a contractor's license in order to operate, which may require you to have previous experience in trash removal to qualify. Certain jurisdictions, like New Jersey, require you to obtain a license to transport or remove waste or trash.

ITEM 2
BUSINESS EXPERIENCE

Chief Operating Officer: Fred Tomlin, Jr.

Mr. Tomlin has served as the Chief Operating Officer of Accelerated Waste Solutions of North America, LLC since September 2019 to present in Tampa, Florida. He is one of the co-founders of the brand. He has served as Chief Operating Officer in Tampa, Florida, beginning in January 2010 to present.

President of JUNK SHOT: Sherrod Hunter

Mr. Hunter has served as the President of Accelerated Waste Solutions of North America, LLC since September 2019 to present in Tampa, Florida. He is also the co-founder of the brand. He has served as part of the executive leadership team in Tampa, Florida, beginning in January 2010 to present. Mr. Hunter has served as Director of Operations for Tampa Bay Trash, LLC, in Tampa, Florida since 2008 to present.

Franchise Business Coach: Scott Ramsey

Mr. Ramsey has served as a Franchise Business Coach for Accelerated Service Brands since October 2025 to present in Tampa, Florida. He was previously a Franchise Business Coach for Office Pride Commercial Cleaning Service in Tampa, Florida from March 2018 to April 2025.

ITEM 3
LITIGATION

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

Initial Franchise Fee

You will pay us an initial franchise fee of $59,900 for operation of a JUNK SHOT - Junk Removal & Valet Trash Franchised Business.

The initial franchisee fee will cover a territory with a minimum population of 250,000. Each area with minimum population of 250,000 is defined herein as the “Territory”. The fee for the first additional territory of a minimum population of 250,000 is $49,900, and each additional territory with a minimum population of 250,000 thereafter is $39,900 each. Each additional territory must be purchased within the first two years of signing the first Franchise Agreement in order to receive the discounted price and the initial franchise fee is due upon signing the new franchise agreement.

All initial franchise fees are due when you sign the Franchise Agreement, are generally uniformly imposed, and are fully earned upon receipt and not refundable under any circumstances. In some instances, at our sole discretion, we may agree to an adjusted initial franchise fee for the purpose of quickly entering new markets.

Veteran’s Discount

We currently offer a $7,000 discount for your first franchise purchase if you were honorably discharged from any branch of the United States military and provide us such documentation (DD-214). his discount may not be combined with any other fee reduction or incentive.

Technology Fee

You are required to pay a monthly Technology Fee for business management software, website and email hosting, and other technology necessary for operations. Prior to beginning operations, you will pay to us a Technology Fee of $1,024 per month. The Technology Fee is $149 per month for each valet trash contract and $875 for bulk trash removal per month. This fee is uniformly imposed and not refundable. The fee may increase over time, when third-party providers increase costs; all such increases will be uniformly imposed.

Uniforms

You must purchase your worker’s uniforms from us initially. You will need to purchase enough uniforms to supply your employees for every regularly scheduled workday each week. For a staff of three, we estimate your initial costs to range from $1,000 to $1,400 (exclusive of shipping) for your uniforms. This fee is due prior to opening, is uniformly imposed, and is not refundable.

Equipment

You must purchase, among other items, a minimum order of approved trash cans, trash satchels, violation notices, plus miscellaneous inventory, such as safety vests, hand tools, global positioning system (GPS) for navigation and vehicle diagnostic purposes, outward and inward vehicle cameras, etc from us before you open. We estimate this will range from $6,300 to $11,500 depending upon the size of your Territory. This fee is due prior to opening, is uniformly imposed, and is fully earned and non-refundable upon receipt.

GPS Installation Fee

You must install and use our designated GPS device in your truck. The GPS installation fee is a flat fee of $500 (per truck). This fee is due prior to opening, is uniformly imposed and is non-refundable upon receipt.

Marketing Materials

Before you commence operations, you will pay us or our designated third-party vendor $0 to $5,000, which we will spend on your behalf during the first three months of operations, specifically for your initial local advertising and promotions campaign. This fee is in addition to your grand opening spend. This fee is uniformly imposed, and is not refundable.

Grand Opening Support Fee

When you are ready to open your business, one of our corporate representatives will travel to your location and assist you with the first 3 days of operation in relation to your first bulk/trash removal job and the first 3 days of your first valet trash contract. This Grand Opening Support Fee will range from $500 to $1,500 per day per representative plus reimbursement for our actual cost and expenses. This fee is uniformly imposed, and is fully earned and not refundable upon receipt.

ITEM 6
OTHER FEES

Type of Fee	Amount	Due Date	Remarks
Royalty Fee (in Territory)	Greater of 7% of Gross Revenue[1] or Minimum Monthly Royalty Fee (see below)	Payable Monthly	You must pay your Royalty Fee directly to us on or before 5:00 PM EST on the last Thursday of every month (unless this day is a weekend or holiday, then on the business day before).
Royalty Fee (out of Territory)	Between 9% and 12% of Gross Revenue collected outside of your designated Territory	Payable Monthly	If we approve you to provide services outside of your designated Territory (authorized or unauthorized) and if such Gross Sales of such territory is equal to or less than 20% of the total Gross Revenue of your Franchised Business, we charge a 9% Royalty Fee for Gross Revenue outside your Territory. However, if you provide services outside of your Territory (authorized or unauthorized) a Gross Sales of such territory is more than 20% of the total Gross Revenue of your Franchised Business, you must either purchase the additional Territory or we may charge you an additional 5% Continuing Royalty Fee on the such outside territory Gross Sales in addition to the standard 7% Continuing Royalty Fee. In any event you may not provide services outside of your Territory if such territory is another franchisee's territory. Regardless upon our notice you must immediately cease offering services outside of your purchased Territory.
Minimum Monthly Royalty Per Territory [2]	0-6 months $0 7-18 months $1,000 19-24 months $1,500 25-36 months $2,000 37-120 months $3,000	Monthly	You pay the higher of the percentage-based Royalty Fee or this Minimum Monthly Royalty per Territory. Minimum royalties are strictly enforced and non-refundable.
Encroachment Fee	$1,000 per job performed to us and 50% of revenue generated from such sale to the franchisee whose territory in which the sale was made.	Within 30 days	If you accept clients outside of your territory, and if that area is another franchisee's territory, you must pay us and the franchisee the Encroachment Fee.

Type of Fee	Amount	Due Date	Remarks
Brand Development Fee	Follows the following schedule: Month 0-6: 0% of Gross Revenue Month 7 – Term: 2% of Gross Revenue	Monthly	We begin collecting the Brand Development Fee beginning with month 6 of operation of your Franchised Business. This is payable to us at the same time and in the same manner as the Royalty Fee. We reserve the right to increase up to 3% of Gross Revenue with 30 days' notice to you. If you are acquiring the Franchised Business as part of a transfer/resale, your obligation to pay 2% of Gross Revenues to the Brand Development Fee begins at 2% of Gross Revenue or remains at the same level as the prior franchisee.
Local Advertising Fee	The greater of $3,500 or 5% of Gross Revenues	Monthly	Payable directly to local advertising vendors. You must give us a quarterly report of your local advertising expenditures within 15 days following the end of each calendar quarter. Failure to spend the required amount is a material default of your franchise agreement and you will be required to pay the difference in your amount spent to us as an additional Brand Development Fee.
Advertising Cooperative Fee	Currently not to exceed $2,500 per month	As incurred	We reserve the right to establish local or regional advertising cooperatives. Your local advertising fee may apply towards the advertising cooperative fee. Each participating location (whether franchise or company-owned) will have one vote. In the event we have majority vote, we will not increase these amounts during the remaining term of your participating franchise.
Technology Fee[3]	$1,024 per month	Monthly	$149 per month per JUNKSHOT Valet Trash Contract and $875 per month for JUNKSHOT junk removal services. Payable at the same time and in the same manner as the Royalty Fee.
E-Mail Account Fee	$20 per each additional e-mail account	Monthly	The first e-mail account is covered under the Technology Fee, and we charge an additional fee for each additional e-mail account you require for your Franchised Business. If our costs to provide this service increase, we reserve the right to pass through to you the actual increase in costs.
Bookkeeping Program Fee	$500 and up for Gross Revenue up to $200,000; $850 and up for Gross Revenue $200,001 and up	Monthly	Currently an optional service. However, if we may require your participation if you fail to provide the financial information or reports we require, we (at our discretion) determine that you are unwilling or unable to maintain your books according to generally accepted accounting principles, or if we perform an audit, and find that your bookkeeping system is inaccurate by at least 5% of Gross Revenue. The Bookkeeping Program Fee is refundable if we provide inaccurate accounting services. We reserve the right to charge you $20 per hour above 25 hours (for revenue $200,000 and below) and $42.50 per hour (for revenue $200,001 and up) to cover our cost, due to your failure to cure a breach of reporting

Type of Fee	Amount	Due Date	Remarks
			requirements under the Franchise Agreement. We also reserve the right to require you to use an approved bookkeeping vendor.
C.A.R.E. Contact Center Fee[4]	4% of Gross Revenue	Monthly	Payable at the same time and in the same manner as the Royalty Fee.
JUNKSHOT Valet Trash Operations Management Fee[5]	Currently $.49 cents per unit, per multi-family community contract; may increase to $.99 with 30 days' notice to you	Monthly	Payable at the same time and in the same manner as the Royalty Fee.
Interview Appointment Setting Program	Currently this is an optional program but upon implementation we reserve the right to charge the following fees: Confirmed Scheduled Interview Fee of $50 per Interview, Placement Fee of 5% of new hire's average annual salary, and Setup Fee of $199 per job post we make on your behalf, these fees are applicable to JUNKSHOT Junk Removal side of the business. Trash Porter Screening Fee of $299 per job and Setup Fee of $199 per job post we make on behalf; these fees are applicable to JUNK SHOT Valet Trash business.	On demand	For Junk Removal business confirmed Scheduled Interviews are interviews that the hiring candidate is present for the interview. Placement Fee is due after the New Hire's first completed pay period. Setup Fee is not mandatory. Setup Fee covers the setup of the job post portal and job post content. For Valet Trans business Trash Porter Screening Fee covers interview screening of all submitted job post applicants for 30 Days or until an applicant is hired. Trash porter screening will resume if the new hire is terminated in the 30-day period. Setup Fee is Not Mandatory. Setup Fee covers the setup of the job post portal and job post content. You will be the employer for all individuals hired through Interview Appointment Setting Program, and you are solely responsible for any employment, termination, or disciplinary actions related to your employee.
National JUNKSHOT Valet Trash Contract Reimbursement	Reimbursement of all revenue generated from such services provided by us	On demand	Payable to us only if we secure for you a valet trash contract and you refuse to service the valet trash contract or if we deem that you are not capable of servicing the contract, we may service the contract without remitting any payment to you. If we service a national valet trash contract, contract assigned to you, we are entitled to keep all profits generated from such services and if you are paid for the national valet trash contract we service you will reimburse us the full amount generated from such services provided
Franchisee JUNKSHOT Valet Trash Contract Referral Fee	One month of the contract's invoice (excluding discounts).	30 days after the first payment for services is received	If you sell a valet trash contract outside of your territory and choose not to expand into that territory to service the contract, we will service the contract and pay you a fee equal to 1 month of the contract's invoice. If another abutting franchisee secures a contract inside your territory, you must pay a referral fee equal to 1 month of contract's invoice.

Type of Fee	Amount	Due Date	Remarks
JUNKSHOT Valet Trash Contract Transfer Fee	50% of the expected annual Gross Revenue of the valet trash contract (excluding discounts) being transferred	On demand	Payable to us only if we transfer to you an existing valet trash contract. "Current Annual Gross Value" of a valet trash contract is equal to, the contract's current monthly billing (excluding discounts) multiplied by 12.
Resale Assistance Program Fee[6]	8% of the purchase price of the Franchised Business	As incurred	Payable only if you request our assistance in the resale of your Franchised Business and we find a buyer for your Franchised Business.
Interest Charges	18% per annum or highest rate allowed by applicable state law plus Franchisor's costs in collection of any unpaid and past due amounts	Upon demand	Payable only when you are late on paying the Royalty Fee, Brand Development Fee, Technology Fee, and any other fees due to Franchisor within the due date. Interest begins to accrue from the date payment was originally due., but not received, or date of underpayment, until payment is received in full.
Supplier Testing	Our costs to evaluate the proposed supplier	On demand	If you request that we approve a supplier or product, you must reimburse us for our costs in evaluating the supplier or product.
Service Vehicle Replacement	As incurred	As negotiated	Payable directly to vehicle suppliers and/or finance companies. We may require you to replace your service vehicle if your existing vehicle is no longer in good condition, as we determine at our sole discretion. We will not require that a service vehicle be replaced more frequently than every five years.
Insurance	Reimbursement of our costs	On demand	If you do not obtain the required insurance, we may (but are not required to) obtain insurance on your behalf.
Non-Compliance Fee[7]	$500 per infraction plus our costs associated with plus the cost of re-inspections and the costs of enforcing compliance	Upon demand or collected from client invoice payments	If there are three or more infractions in any 12-month period (whether or not such infractions are cured after notice), we reserve the right to terminate your Franchise Agreement.
Transfer Fee	$15,000	At the time of transfer	Payable to us at the time of transfer.
Transfer Fee (among owners, non-controlling interest)	$1,500	With transfer application	
Transfer Fee (to a business entity)	$1,500	With transfer application	There is no fee if the franchise agreement is assigned from an individual to a business entity controlled by the individual during the first 12 months of the franchise term. After 12 month you must pay $1,500.
Renewal Fee	$20,000	At the time of renewal	Payable to us if you renew your Franchise Agreement under the then-current terms.
Late Renewal Fee	$1,500	As incurred	Payable if you sign the renewal Franchise Agreement after your Franchise Agreement expires. However, if you have not notified us within 15 days after the renewal deadline has passed, we reserves the right to terminate your franchise agreement.

Type of Fee	Amount	Due Date	Remarks
Holdover Fee	150% of the current Royalty Fees due	On demand	Payable if you continue to operate your Outlet after expiration of the franchise agreement without renewal.
Late Reporting Fee	$250 per report per incident	On demand	Payable only when you do not provide required reports to us within three business days of the due date
Inspection Fee	Reimbursement of our costs	As incurred	Payable only if the audit or any other inspection should reveal that Franchisee has not spent a monthly minimum of on Local Advertising, or if the inspection discloses an underpayment of three percent (3%) or more of any amount due to us for any period covered by the audit.
Additional Training Fee for a Substitute or New Designated Manager or Principal	$500 per person, plus your incurred costs for travel, meals, lodging, and wages	At the time of training	If you replace your Designated Manager, or bring new principals into your franchise.
Continuing Education Training Program, Refresher Training or Enrichment Training	Up to $500 per person per training program, plus your incurred costs (if any) for travel, meals, lodging, and wages	At the time of training	We may require you or your Designated Manager to attend continuing education training programs or seminars during the term of the franchise. We will not require attendance to more than one program or not more than three days during any calendar year. You are responsible for all costs and expenses associated with your training. Enrichment Training is mandatory if you fail to meet our minimum performance levels. There is no limit to our requirement or your obligation to attend Enrichment Training if you are in default of the franchise agreement due to your failure to meet our system standards and specifications or are in the bottom 20% based on your system performance. You are responsible for all costs and expenses associated with your training including travel, lodging, meals, and employee salary if applicable. If you request additional training, or we in our sole discretion deem it necessary, then we may provide additional training at our then-current additional training fee. You shall be responsible for all travel costs, room and board and employees' salaries or wages incurred in connection with the attendance at such trainings. Failure to attend this training when scheduled or required may be considered a material breach of your franchise agreement.
In-Person Support Fee	$500 per day up to $1,500 per day plus our related costs and expenses	Upon demand	During the operation of your Franchised Business, if we provide in-person support to you in response to your request or at our discretion to address any performance issue with operation of your Franchised Business, we may charge this fee plus any out-of-pocket expenses (such as travel, lodging and meals for such persons providing onsite support).

Type of Fee	Amount	Due Date	Remarks
On-Site Training Cancellation Fee	Our then-current on-site training cancellation fee, $500 per person per occurrence plus reimbursement of our actual costs	Upon demand	May vary depending upon the type of scheduled training program and how far in advance you notify us in writing of the cancellation.
Quality Assurance Inspection	$300 per inspection	On demand	Payable by you to us if we audit your Franchised Business
Mystery Shopper Program	Actual costs of the mystery shop plus Franchisor's administrative costs, up to $300	On demand	Payable by you to us if we use a third-party mystery shopper to audit your Franchised Business
Conference Registration Fee	$650 per person per conference, plus your incurred costs for travel, meals, lodging, and wages	Prior to conference	If we conduct an annual conference, we reserve the right to charge you a Conference Registration Fee. The conference may last up to three days.
Conference Non-Attendance Fee	$1,000	Upon demand	Payable if you fail to attend a required conference; we will electronically withdraw this fee from your business account or you may provide us this payment in a different manner with our express written permission.
Management Fee	$300 per day, plus out of pocket expenses	Within 7 days of invoice	We have the right, but not the obligation, to step in and operate your Franchised Business for you in certain circumstances due to your failure to operate in accordance with our Standards or due to your disability, incapacity, or death
Liquidated Damages (Marketing)	$5,000 per incident	Upon demand	Payable only if you market, advertise, or solicit in another franchisee's Territory and Territory, without Franchisor's permission
Liquidated Damages (Termination) [9]	The product of your Average Fees during the immediately prior 12-month period multiplied by the lesser of (a) the remaining term in months; or (b) 24 months	Upon demand	Payable only if you prematurely cease operations or if we terminate the Franchise Agreement for cause prior to its expiration.
Costs and Attorneys' Fees	Actual fees and costs incurred	As incurred	Payable upon your failure to comply with the Franchise Agreement.
Indemnification	Actual fees and costs incurred	As incurred	You must reimburse us if we are held liable for claims arising from your Franchised Business' operations.
Default Fee	$1,500 per event of default	Within 3 days of our demand.	Applies to any breach of your signed franchise agreement and obligations therein.
National Accounts Fee [8]	May vary dependent upon the terms and conditions of the National Account project	Monthly	We retain the right to charge the National Accounts Fee as a flat fee amount or based on percentage, which may range from 10% to 20% of Gross Revenues generated for the National Accounts sale. This fee is in addition to the Royalty Fee.
Delinquent Report Fee	$100 per day until cured	Upon Demand	If you fail to timely submit your reports as directed by us or as specified in the Operations Manual, we may impose a delinquent report fee per day until you have submitted the delinquent report.

All fees are uniformly imposed by and are payable to us. All fees are non-refundable.

Except for the Royalty Fees and Brand Development Fees, all fixed dollar fees due under the Franchise Agreement will be adjusted as of January 1 of each year in proportion to the changes in Consumer Price Index, subject to an annual Inflation Adjustment, not to exceed an increase of 2% per year; except to round upwards to the nearest whole dollar ("CPI-U Adjustment"). The term "Inflation Adjustment" refers to our right to increase a fee, or obligation to decrease a fee, based upon an increase or decrease in the Index. The "Index" refers to the CPI-U (U.S. average, all items) maintained by United States Department of Labor (or such equivalent index as may be adopted in the future) between January 1, 1995 and January of the then-current year, or a comparative index we may select if the Index is no longer published. Each adjustment will be made effective on January 1 based on the January Index, but the first adjustment will not be made until at least 12 months following your Franchise Agreement effective date.

NOTES

Note 1. "Gross Revenue" means the entire amount of the sale price, whether for cash, credit, payment in kind (valued at fair market value), or otherwise, of all sales, including but not limited to the sale of any services or products from or in connection with the operation of the Franchised Business. No deductions shall be allowed from Gross Revenue except for the following: (a) sums collected by or on behalf of the Franchisee for any governmental authority on account of sales taxes, services taxes, or other taxes imposed directly upon the sale of goods or services (or both) from the Franchised Business, provided that the amount of any such tax has in fact been paid or otherwise accounted for by the Franchisee to the appropriate governmental authority; (b) the amount of any refund or credit given in respect of any services or products provided to a customer of the Franchised Business for which a refund of the whole or part of the purchase price is made, or for which a credit is given: as long as such refund or credit is given in accordance with our policies and procedures in relation to refunds set out in the Operations Manual; (c) amounts for uncollected or uncollectable credit accounts as long as such credit accounts are deemed uncollected or uncollectable in accordance with the our policies and procedures in relation to uncollected of Uncollectable credit accounts set out in the Operations Manual; and (d) amounts uncollected from a customer of the Franchised Business due to discount coupons that were approved for use in advance by us. Where the operation of the Franchised Business has been interrupted, all sales assumed to have been lost by the Franchisee by virtue of such interruption, being the basis upon which an insurer has paid business interruption insurance, shall also be included in the calculation of Gross Revenue. Gross Revenues also includes barter and exchange transactions for which you furnish services or products in exchange for goods or services to be provided by the vendor, supplier or customer will be valued at the full retail value of the memberships bartered in exchange for the good or services provided to you. Gross Revenues also includes the proceeds of any business interruption insurance paid to you. Gross Revenues also includes any payments you receive from vendors. Chargebacks and credit card processing fees are not deducted from Gross Revenues.

Note 2. If, at the end of each month of your operations, the total of all Royalty Fees paid to us during that time is less than the "Minimum Monthly Royalty" amount for that time period, you must pay us an amount equal to the difference between the Minimum Monthly Royalty and the total of all Royalty Fees actually paid to us for that time period. The amount of such difference (if any) must be paid to us on or before the 15th day of the month immediately following the month that reflects the shortfall. If you operate more than one Territory and exceed the Minimum Monthly Royalty for one Territory but fail to achieve the Minimum Monthly Royalty for your second Territory, the excess royalty from your first Territory will not offset, credit, or reduce the minimum royalty shortfall due from any additional Territory.

Note 3. Currently we require that you pay us a monthly Technology Fee for the technology you will need to operate your Franchised Business, including support for and access to website, phone app, franchisor required Work Fulfillment/Logistics Software, phone system, and e-mail hosting. This fee includes access to our intranet and the C.A.R.E. Center (see Note 4). These fees are subject to increase based on increased costs we incur, with advanced notice to you. We can change the software and technology that must be used by our franchisees at any time. There is no C.A.R.E. Contact Center Fee for the first three months unless the franchise results from a transfer or renewal.

Note 4. You will pay the Customer Service, Affordability, Reliability, Environmental responsibility Contact Center ("C.A.R.E. Center") Fee . We reserve the right to adjust every year to reflect consumer price index changes.

Note 5. The Valet Trash Operations Management Fee provides for night and day operations call center support and alerting, support for property manager, waste broker, and resident customer service calls and e-mails, reviewing, and updating and submitting reports every service day to the client.

Note 6. If you elect to participate in our resale program in connection with the sale of your Franchised Business, you will pay us a fee equal to 8% of the purchase price that you accept for the Franchised Business. If you also retain the services of a third-party broker, you may have to pay an additional fee to that broker. If you elect to use our services, we require you to enter into a separate franchise resale program agreement in a form prescribed by us.

Note 7. An "infraction" means a failure to follow our standard operating procedures, as set out in our operations manual, or the terms of the Franchise Agreement or one of the following: 1) not completing delayed or daytime valet trash service for a multi-family community contract by 11:00 AM local time, or 2) providing more than three delayed valet trash service across all your multi-family community contracts within one calendar month. The Non-Compliance Fee for a valet trash contract is subtracted from client invoice payments by us, and the remainder of the client invoice payment will be remitted to you, and for all other, the Non-Compliance Fee is due to us upon demand.

Note 8. We may market and negotiate National Account programs to serve clients across territories and often from multiple franchisees. If we negotiate such National Accounts and if you choose to participate in the National Accounts program, and if we successfully complete an agreement with a National Accounts program in your Territory (see Item 12 for definition), you will pay us a portion of the Gross Revenues you received from the sale from the National Accounts projects assigned to you. This amount will be in addition to the monthly Royalty Fees collected and must be paid in the same manner and time as the Royalty Fee paid pursuant to the signed franchise agreement. Additionally, if you choose to participate in the National Account program, and if we agree to terms with any National Account, you must provide products and services to all valid members of the National Account on those prices and terms as we may require. If you do not participate in the National Accounts program, refuse a National Accounts project, or if we deem you are incapable of providing services for a National Account in your Territory, we have the exclusive right to utilize ourselves, another JUNK SHOT franchisee or assign the project to an affiliate, or third party as we may designate and you are not entitled to any compensation for such services provided in your Territory. We do not offer any compensation or finder's fees to you with respect to either acquiring National Accounts, your participation in National Accounts, or another party fulfilling National Accounts projects in your Territory.

Note 9. If we terminate your franchise agreement because of your default, or if you terminate the franchise agreement without the right to do so, we are entitled to collect in addition to all other amounts due to us under the franchise agreement, liquidated damages calculated as an amount equal to (a) the product of your Average Fees, multiplied by the lesser of (i) twenty-four months, or (ii) the number of full months remaining in the franchise term. For purposes of this calculation, "Average Fees" means total Royalty Fee, Technology Fee, and Brand Development Fee paid by you for a twenty-four month period immediately preceding termination, divided by twenty-four. If the Franchised Business has been operating for less than twenty-four months at the time of termination, "Average Fees" means total Royalty Fee, Technology Fee, and Brand Development Fee paid by you for the period of operation divided by the number of months in operation.

ITEM 7
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

Type of Expenditure	Amount Low	Amount High	Method of Payment	When Due	To Whom Payment Is To Be Made
Franchise Fee[1]	$59,900	$59,900	Lump sum (check, wire transfer, or credit card)	At signing of Franchise Agreement	Us
Real Estate/Rent[2]	$1,500	$2,100	As arranged	As arranged	Landlord
Lease, Utility, and Security Deposits	$0	$700	As arranged	As arranged	Landlord, Utility Companies
Leasehold Improvements[3]	$250	$500	As invoiced	As arranged	Contractor and suppliers
Lease or Buy Service Vehicle[4]	$5,500	$115,000	As arranged	As incurred	Approved Suppliers
Paint and Signage For Service Vehicle[5]	$1,900	$3,600	As arranged	As incurred	Approved Suppliers
Equipment and Hand Tools[6]	$6,300	$11,500	As arranged	As arranged	Approved Suppliers or Us
Uniforms[7]	$1,000	$1,400	Lump sum	Before Beginning Operations	Approved suppliers or Us
Computer, Smartphone, and Software[8]	$600	$1,500	As invoiced	As arranged	Approved and third-party suppliers
Technology Fee (3 months)	$3,072	$3,072	As invoiced	Monthly, 1st day of the month	Us
Office Equipment and Supplies[9]	$1,500	$4,000	As arranged	As incurred	Suppliers
Initial Materials Allotment[10]	$600	$1,000	As invoiced	As arranged	Approved and third-party suppliers
Training[11]	$1,500	$3,500	Lump sum	During Training	Airlines, hotels and restaurants
Grand Opening Advertising[12]	$15,000	$21,000	As arranged	As arranged	Suppliers or us

Type of Expenditure	Amount Low	Amount High	Method of Payment	When Due	To Whom Payment Is To Be Made
Grand Opening Support Fee [12]	$5,000	$6,500	As arranged	As arranged	Us
Marketing Materials[13]	$1,500	$5,000	As invoiced	As arranged	Approved third-party suppliers or us
Insurance[14] (3 months)	$5,000	$10,000	As invoiced	Before Beginning Operations	Insurance company
Legal & Accounting[15]	$750	$1,750	As incurred	As arranged	Attorney and accountant
Business Licenses & Permits[16]	$300	$1,500	As arranged	As incurred	Local and other state government agencies
Additional Funds[17] (3 months)	$30,000	$75,000	As incurred	As necessary	Employees, utilities, lessor, and suppliers
TOTAL[18]	$141,172	$328,522			

*None of the fees paid to us in this chart are refundable. Whether such fees paid to third parties are refundable would depend upon the policies of the third parties. Neither we nor our affiliate offer any financing of the initial investment.

NOTES

Note 1. The initial franchise fee for a Territory consisting of a minimum of 250,000 in population is $59,900. An additional territory of a minimum of 250,000 can be purchased for $49,900, and each additional Territory thereafter will be $39,900 each. We currently offer a $7,000 discount if you were honorably discharged from any branch of the United States.

Note 2. You must purchase or lease commercial warehouse, storage, or office space with 200 to 1,500 square feet. You will also need a parking spot for your JUNK SHOT vehicle that is monitored by surveillance or is secured in a gated facility. The costs for your rental and security deposits will depend on, among other things, the size of the space you choose to rent and your creditworthiness. We do not permit that you operate the Franchised Business from your home, however you will be allowed to perform administrative functions (such as responding to emails) only from your home office. However, you may initially operate from your home while you are searching for rental space, but you must be operating your franchise from an acceptable commercial warehouse or storage location within 90 days of signing the Franchise Agreement.

The low figure represents three months' rent for a location with 200 square feet, assuming rent at $1 per square foot. The high figure represents a one-month security deposit plus three months' rent for a location with 1,500 square feet, assuming rent at $5 per square foot. These figures do not factor in common area maintenance charges or any other charges that may be imposed under your lease.

Note 3. Construction costs vary widely, depending upon the location, design, configuration and condition of the premises. To adapt the office and storage area for operation of the Franchised Business, you may need to make some minor renovations or improvements. The cost of the renovations and improvements will vary depending on factors, including the size, condition, and location of the facilities, local wage rates and the cost of materials. The low estimate assumes that fewer improvements are needed.

Note 4. Our estimate represents the down payment on one service vehicle. Our current service vehicle specifications are included in our Operations Manual and are subject to change. Each service vehicle must meet our specifications and be approved by us.

> Bulk/Trash Removal requires a truck that has our custom designed dump bed. The estimated costs for the truck (including the custom dump bed) is approximately $90,000 to $115,000. If you choose to lease the truck, instead, the cost is approximately $5,500 for the first three months of operation.
>
> Valet trash contracts require an approved pickup truck for operation.

Note 5. Your service vehicles must be wrapped or painted the color that we specify. You will also need to letter your vehicles in accordance with local ordinances, our guidelines and the Operations Manual. Our estimate represents the painting and signage costs for one truck.

Note 6. Our list of required equipment is provided in the Operations Manual. The required tools include hand tools, global positioning system (GPS) for navigation and vehicle diagnostic purposes, outward and inward facing vehicle cameras, credit card processor, cleaning tools and other materials, which you will purchase from approved suppliers. You must also purchase a minimum order of approved trash cans, trash satchels, violation notices, plus miscellaneous inventory such as safety vests from us. The figures in the chart include the GPS device installation fee of $500 per vehicle that you pay to us before you open the franchise.

Note 7. You must purchase a uniform starter pack from us, at an amount which is approximately $500 to $750 per brand. Beginning six (6) months thereafter, you will be required to sign up for a monthly laundered uniform service from one of our designated suppliers, as described in Item 8, estimated at $100 to $200 on a month-to-month basis for each of your Junk Shot and/or Doorstep Details locations you may operate. The costs will vary depending on the number of employees that you hire (usually three to start) and the quantity of uniform shirts that you order. A set of uniform shirts and pants must be supplied to each worker for every regularly scheduled workday each week.

Note 8. You must purchase a computer, a smartphone, and software necessary for operating the Franchised Business. You also must maintain a dedicated telephone number for use as a franchisee.

Note 9. You must purchase general office supplies including stationery, business cards, printer/fax/copier, office furniture, and typical office equipment from vendors we specify.

Note 10. You must purchase certain tools and other service equipment for use in the operations of the Franchised Business that we specify.

Note 11. Our charge for providing our initial training is included in the franchise fee, but you are responsible for travel, local transportation, meals, and lodging incurred to attend initial training. The total cost will vary depending on the number of people attending, how far you travel, and the type of accommodations you choose.

Note 12. You must conduct a grand opening advertising campaign to promote your Franchised Business within the first 180 days of commencing operations of either service. Grand opening advertising can include billboards, digital and/or print promotional advertising, tradeshow materials, and other media and items we may designate to promote your Franchised Business. All marketing materials and campaign must be approved by us prior to your implementation.

We will also provide grand opening support at your location for the first 3 days of your first bulk/trash removal job and valet trash contract. We anticipate this will cost approximately $5,000 up to $6,500 plus our actual cost and expenses such as travel, lodging and food.

Note 13. During your first three months of operation, we require you spend at least the specified amount per concept on local advertising and promotion, including online and internet marketing and advertising, dues for business organizations, event dues or other solicitation and promotional efforts. If we deem it necessary, we may require that you pay this money to us and we will spend it on your behalf.

Note 14. You must purchase insurance as required by state law and of the type and with minimum limits as we specify from our approved vendor list. Factors that may affect your cost of insurance include the size and location of the Franchised Business, value of the renovations and improvements, equipment, inventory, number of employees, and other factors.

The figures in the chart show your insurance premium divided on a monthly basis for a three-month period. The low end of our estimate assumes that you are purchasing one concept and your Franchised Business will have one truck. The high end of our estimate assumes that you are purchasing both concepts and your Franchised Business will have two trucks, and is dependent on the age of the drivers for the trucks. Also included are the workers compensation insurance required to provide junk removal services, as well as general liability insurance. This figure may vary based on whether Franchisee places a large down payment on the franchised business or not.

Note 15. You will need to employ an attorney, an accountant and other professionals to assist you in setting up your business. These fees may vary from location to location depending on the prevailing rates of local attorneys, accountants and consultants.

Note 16. The costs estimated above include an estimate for the required dump permits, in addition to other business licenses and permits you may be required to have by your local government. You are encouraged to investigate your state's license requirements.

Note 17. We set forth an estimate of your needed additional funds for a three-month period. However, we estimate that you may be required to put additional funds into the business for a three to seven-month time period, and sometimes longer.

Note 18. In compiling this chart, we relied on our and our affiliates' industry knowledge and experience.

ITEM 8
RESTRICTIONS ON SOURCES OF SERVICES AND PRODUCTS

Purchases or Leases from Approved and Designated Suppliers

You must purchase from us or our designated supplier, certain uniforms, safety vests, marketing materials and tools and equipment, mandatory GPS device, your vehicle wraps. and you must purchase from designated or approved third party suppliers' certain products such as your trucks, truck boxes, signage, credit card processing services, brochures, business cards, other marketing materials, and other miscellaneous inventory. You must purchase and use any hardware and software programs we designate (see Item 11). We retain the right to add or remove any products or services from the list above by updating our Manual.

We are the only supplier of the JUNK SHOT uniforms and safety vests, trash cans, trash satchels, violation notices, plus miscellaneous inventory and on occasions certain marketing materials bearing our Marks.

You must sign up for a monthly laundered uniform service exclusively from only from one of our designated suppliers. The costs of such laundering service may vary depending on the number of employees that you hire (usually three to start) and the quantity of uniform shirts that needs the laundering service. A set of uniform shirts and pants must be supplied to each worker for every regularly scheduled workday each week. Failure to maintain uniforms in accordance with our Brand Standards is a material default.

Except as described above, neither we nor any of our affiliates are designated or approved suppliers for any products or service. None of our officers owns an interest in any privately-held supplier, or a material interest in any publicly-held supplier. Occasionally, our officers may own non-material interests in publicly-held companies that may be suppliers to our franchise system, such as the required GPS device for the trucks used in the operation of the bulk/trash removal trucks.

We reserve the right to make changes to our System and these changes may require you to adapt your business to confirm to the changes and incur additional expenses. Examples of these System changes include the purchase of new equipment, fixtures, upgrading vehicles, software, or the use of new Marks. You must update your equipment and vehicles according to our then-current specifications on the fifth (5^{th}) year of your franchise term. You are responsible for the full cost of these updates, and there is no maximum limit on the amount you may be required to spend to remain compliant with our System standards, vehicle specifications, and equipment requirements.

If you would like to use any goods or services, or suppliers that we have not approved, you must first send us sufficient information, specifications and samples for us to determine whether the goods or services comply with our standards and specifications or the supplier meets our approved supplier criteria. You pay us the costs we expend in our evaluation of new suppliers you wish to purchase from or products you wish to purchase. We will notify you within 30 days after receiving the required information whether you may purchase or lease the goods or services from the supplier. Our criteria for approving or revoking approval products, services, and/or suppliers is provided through our Manuals and other written directives.

Periodically, we may review our approval of any goods, services or suppliers. We will notify you if we revoke our approval of goods, services or suppliers, and you must immediately stop purchasing disapproved goods or services, or must immediately stop purchasing from a disapproved supplier.

Notwithstanding our approval of any supplier, we and our affiliates make no warranty including any warranty of merchantability or fitness for particular purposes with respect to fixtures, furniture, equipment (including without limitation, any and all required computer systems) supplies or other approved items. We are not liable for any losses or damages arising from your use of any approved or designated supplier.

Purchases According to our Specifications

If we have not identified an approved or designated supplier for a particular product or service, you may purchase the product or service from any supplier so long as the product or service meets our standards and specifications, which may include brand specifications. We developed our standards and specifications based on our principals' and affiliate's experience in operating a similar business, and will communicate them to you in writing.

Insurance

You must purchase insurance as required by state law and as we specify. Currently, we specify the following types and amounts of insurance:

- "All risk" property insurance coverage for assets of the Franchised Business;
- Workers' compensation insurance as required by state law and employer liability coverage with a minimum limit of $100,000 per incident and $500,000 for the policy limit. Workers' compensation waiver of subrogation in favor of Franchisor must be included, and blanket form is also acceptable;
- Comprehensive general liability insurance with a minimum liability coverage of $1,000,000 per occurrence; and an aggregate limit of $2,000,000. General liability must be primary and non-contributory with any other insurance and general liability waiver of subrogation in favor of Franchisor must be included, and blanket form is also acceptable;
- Umbrella liability insurance providing coverage with limits of not less than $2,000,000 in excess of the employer's liability, general liability, and automobile liability coverage;
- Business interruption insurance with a minimum coverage of $100,000;
- Automobile liability insurance of at least $1,000,000;
- Grantor of Franchise Endorsement on your insurance policies as per CG209 (or an endorsement form with comparable wording); and

- Such insurance as necessary to provide coverage under the indemnity provisions in the Franchise Agreement.

You must purchase insurance from one of the vendors we specify. The policy must be written by an insurance company licensed in the state in which you operate and having at least an "A" Rating Classification as indicated in the latest issue of A.M. Best's Key Rating Guide. You must identify Accelerated Services Franchise, LLC as an additional insured – grantor of franchise on a primary/non-contributory basis with a waiver of subrogation in Franchisor's favor, and loss payee on insurance policies that you purchase and furnish us proof of the endorsement along with insurance certificates and/or other proof of coverage to us that we require.

We reserve the right to require you to obtain insurance policies to protect against cybersecurity threats, and accordingly, to require that we are named as additional insured on these cybersecurity insurance policies.

<u>Revenue Derived from Franchisee Purchases and Leases</u>

We or our affiliate may have arrangements with a discounted fee structure for the sale of certain proprietary materials to the franchisees. We may make other such purchasing arrangements with vendors, and suppliers of certain equipment and products under which we may receive rebates of the purchase price.

As of the end of our most recent fiscal year, December 31, 2025, we have derived $31,784 in gross revenue as a result of franchisee required purchases or leases which represents 2.15% of our total revenue of $1,474,343.

As of the end of our most recent fiscal year, December 31, 2025, our affiliate has derived $0 in gross revenue as a result of franchisee required purchases or leases.

<u>Estimated Proportion of Required Purchases and Leases to all Purchases and Leases</u>

We estimate that required purchases and leases described above will range from 70% to 90% of the cost to establish the Franchised Business, and 10% to 20% of your operating costs.

<u>Description of Purchasing Cooperatives; Purchasing Arrangements</u>

We reserve the right to negotiate purchase arrangements with suppliers or distributors, including price terms, for the benefit of the franchise system. If we negotiate a purchase agreement or designate a master distributor, you must participate in the purchasing program exclusively and without exception. As of the Issuance Date of this disclosure document, there are no formal purchasing/distribution cooperatives; however, we reserve the right to establish such cooperatives at any time at our sole discretion.

We do not provide you any material benefit (such as renewal rights or additional franchise rights) based solely on your purchase of particular products or services or use of particular suppliers.

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 the Franchise Agreement	Disclosure Document Item
a.	Site selection and acquisition/lease	Section 5	Items 11 and 12
b.	Pre-opening purchases/leases	Sections 5	Items 7 and 8
c.	Site development and other pre-opening	Sections 5 and 8	Items 7, 8, and 11

Obligation		Section in the Franchise Agreement	Disclosure Document Item
	requirements		
d.	Initial and ongoing training	Section 8	Items 6, 7, and 11
e.	Opening	Sections 5 and 8	Item 11
f.	Fees	Sections 3, 8, 11, 12, 13, 15, and 18 Attachment 1	Items 5, 6, and 7
g.	Compliance with standards and policies/Confidential Operations Manual	Sections 5, 6, 7, 9, 10, and 13	Items 8, 14, and 16
h.	Trademarks and proprietary information	Sections 6, 7, and 9	Items 13 and 14
i.	Restrictions on products/services offered	Section 13	Items 8 and 16
j.	Warranty and customer service requirements	Section 13	Item 16
k.	Territorial development and sales quotas	Section 13	Item 12
l.	Ongoing product/service purchases	Section 13	Items 8 and 11
m.	Maintenance, appearance and remodeling requirements	Sections 5, 10, and 13	Item 6
n.	Insurance	Section 15	Items 6, 7, and 8
o.	Advertising	Section 11	Items 6, 7, and 11
p.	Indemnification	Section 21	Item 6
q.	Owner's participation/management/ staffing	Section 13	Item 15
r.	Records and reports	Section 12	Item 11
s.	Inspections and audits	Sections 6 and 12	Items 6, 11, and 13
t.	Transfer	Section 18	Items 6 and 17
u.	Renewal	Section 4	Item 17
v.	Post-termination obligations	Section 17	Item 17
w.	Non-competition covenants	Sections 7 and 17	Item 17
x.	Dispute resolution	Section 23	Item 17
y.	Unlimited Guaranty and Assumption of Obligations	Section 22 Attachment 3	Item 15

ITEM 10
FINANCING

We do not offer direct or indirect financing. We do not guarantee your loan, note, lease, or other obligations.

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

Except as listed below, Accelerated Services Franchise, LLC is not required to provide you with any assistance.

Before you begin operating the Franchised Business, we will:

1. Make available to you our then-current specifications for the Franchised Business Office location, service vehicle, service tools and equipment, and other equipment and supplies necessary for the establishment and development of the Franchised Business. In addition, if applicable, we will install the GPS device in the truck used in the operation of a JUNK SHOT – Junk Removal franchise at your expense. (Franchise Agreement, Section 5.3.)

2. Approve or deny your choice for the Franchised Business Office within 30 days after receipt of your request. (Franchise Agreement, Section 5.3.)

3. Make our initial training program available to you and your Designated Manager (if not you) and/or one other employee. (Franchise Agreement, Section 8.1.)

4. Make available to you one of our representatives for the purpose of familiarizing your staff with our techniques and for providing general assistance and guidance in connection with the opening of the Franchised Business. (Franchise Agreement, Section 8.2.)

5. Make available one of our representatives to provide grand opening support at your location for the first three day of your initial bulk/trash Junk Removal job and the first three days of your initial Valet Trash contract (as they occur). You must reimburse us for all travel, lodging, and meal expenses incurred by our representative. (Franchise Agreement, Section 11.10)

After you begin operating the Franchised Business, we will:

1. Be available during normal business hours to render advice, discuss problems and offer general guidance to you by telephone, email, facsimile, newsletters and other methods. We may limit the amount of time spent on such consultation at our sole discretion. (Franchise Agreement, Section 14.1.)

2. Provide you with modifications to the Confidential Operations Manual as they are made available to franchisees. (Franchise Agreement, Section 9.2.)

3. Reserve the right to hold periodic national or regional conferences to discuss business and operational issues affecting the franchise System, including industry changes, new services and/or merchandise, marketing strategies and the like. (Franchise Agreement, Section 8.6)

4. When implemented, we will administer the collected Brand Development Fees during the term of the franchise (Franchise Agreement, Section 11.2).

5. Although not obligated, we may provide guidance to you regarding pricing for products and services that, in our sole judgment, constitutes good business practice in operating a Franchised Business and an analysis of costs and prices charged by competitive products and services (Franchise Agreement, Section 14.1).

Confidential Operations Manual

Before you sign the franchise agreement, we will provide you with monitored access to our operational guidelines and procedures, including a copy of our Confidential Operations Manual, all of which are on a web/digital platform and not in a paper or PDF format. We may update the digital manual at any time, and such updates are binding to you. The number of pages in the Confidential Operations Manual is approximately 677. The Table of Content is attached to this disclosure document as Exhibit E.

Advertising and Promotion

You must conduct a grand opening advertising campaign to promote your Franchised Business within the first 180 days of commencing each service you provide. If you operate a single service franchise, the required minimum amount you must spend for grand opening advertising is $7,500 per Territory. If you provide co-brand services, you must spend a minimum amount of $15,000 per Territory for your grand opening advertising. Grand opening advertising can include billboards, digital and/or print promotional advertising, tradeshow materials, and other media and items we may designate to promote your Franchised Business.

We must approve your grand opening advertising campaign before you implement it, and the programs/materials must be spread over a 180-day period from the date you begin providing each service.

Each month, you must spend at least $3,500 or 8% of Gross Revenue whichever is higher, on advertising, promotions and public relations in the local area surrounding the Franchised Business. You will pay for your ads and promotions directly, but we will provide you with general marketing guidelines, certain marketing materials, and we will review and approve your advertisements. You must provide us with a monthly report of these expenditures; if you fail to spend the minimum, we may require you to pay the deficiency into the Brand Development Fund. All marketing must strictly adhere to our current brand standards.

Brand Development Fee

We utilize the Brand Development Fee to assist in our regional advertising and promotion. You must contribute monthly an amount we specify, which is currently 0% of Gross Revenue but may increase up to 3% of Gross Revenue ("Brand Development Fee"). Beginning in month 6 of operations, you will pay 2% of Gross Revenues toward your Brand Development Fee obligations. Although, we are not required to maintain Brand Development Fee monies in a separate fund or bank account and may comingle such monies with our general operating funds; however, currently all Brand Development Fee monies are kept in a sperate account.. Brand Development Fee monies collected during the calendar year that are not spent that specific year, may be used at our discretion during the following year. At the end of each calendar year, upon receipt of your written request, we will provide an unaudited accounting of how the Brand Development Fee monies were spent during that specific calendar year.

We will use the Brand Development Fee as follows:

(a) We will control the creative concepts and the materials and media to be used, and we will determine the placement and allocation of advertisements. We may use print, television, radio, Internet or other media for advertisements and promotions. We will initially engage in local and regional advertising, with the anticipation of future national advertising. We are not required to spend any particular amount on advertising in your area and we cannot promise any franchisee a pro-rata benefit.

(b) We may use your Brand Development Fee to meet or reimburse us for any cost of conducting market research, producing, maintaining, administering and directing consumer advertising (including the cost of preparing and conducting television, radio, Internet, magazine, direct mail and newspaper advertising campaigns and other public relations activities; hosting an Internet web page of similar activities; employing advertising agencies to assist therein; providing promotional brochures and other marketing materials to franchisees). We will not use Brand Development Fee monies for creating or placing any advertisement that is principally a solicitation for new franchisees, but may include, in all advertising prepared using Brand Development Fee monies (including Internet advertising), information concerning franchise opportunities. A portion of Brand Development Fee monies may be used to create and maintain one or more pages on our web site devoted to advertising franchise opportunities and identifying and screening inquiries and applications submitted by franchise candidates.

(c) Although not contractually required, we anticipate that all JUNK businesses owned by us or an affiliate will make similar Brand Development Fee contributions as required of franchisees.

As of our most recent fiscal year end December 31, 2025, Brand Development Fees contributions were spent as follows and all surplus funds will be carried over into the current fiscal year:

PR & Marketing	14%
Digital Assets	21%
Consulting	12%
Trade Shows	9%
R&D & Operations	6%
Surplus	38%
Total	100%.

Franchisee Advisory Council ("FAC")

The Brand Development Fee is administered by Fred Tomlin, CEO, with the assistance of the Marketing Manager. We maintain Brand Development Fee monies in a separate account from our general operating funds. However, we reserve the right to change how these monies are kept at any time. We provide an unaudited accounting of the fund to franchisees annually upon written request. These fund transactions are also reviewed as part of our annual audited financial statements included in this Disclosure Document.

We have established a Franchise Advisory Council ("FAC") to provide feedback on brand marketing. The FAC currently consists of four (4) members. To select members, franchisees nominate executive leaders, and we appoint the members from those nominations at our sole discretion. We may revoke a member's appointment at our sole discretion or if the member is not compliant with the terms of their Franchise Agreement or otherwise if we deem it necessary in our sole and subjective opinion. The FAC meets monthly via email and Microsoft Teams to review marketing suggestions and the proposed budget although we may determine that parties should meet more or less frequently based on needs. While the FAC acknowledges the budget before it is presented to the system, the FAC is purely advisory. We retain ultimate authority over all marketing expenditures and may approve the budget or select vendors independently of the FAC's consensus. The FAC is not a separate legal entity and has no authority to negotiate vendor pricing or veto our decisions. The advisory council does not have decision-making power; it is advisory only. We have the right to form, change or dissolve any advisory council as well as to increase or decrease the number of participants involved. You can reach the JUNKSHOT Franchisee Advisory Council by contacting us at info@acceleratedwaste.com. Other than as disclosed there is no other franchisee advertising council that provides us with guidance or suggestions regarding advertising and marketing matters.

Advertising Cooperatives

We also have the right to create advertising cooperatives for the benefit of all JUNK SHOT franchises located in a particular region. We will determine the geographic territory and market areas for each cooperative advertising program. You must participate in any cooperative advertising program established in your region, which automatically makes you a member of the co-op. Participation is mandatory regardless of whether you believe the specific media or market area directly benefits your Territory.

Businesses owned by us or our affiliates, if any, located within the cooperative region are not contractually required to participate. However, if our businesses do participate in an established cooperative, as a member we will have one vote per location, which is the same as franchisees.

We have the right to collect and designate all or a portion of the local advertising for cooperative advertising. Currently, your monthly contribution requirement will not exceed $3,500; however this limit is subject to an increase established by a majority vote of the cooperative members. In the event we have majority voting power, we will not increase these amounts during the remaining term of your participating franchise.

Each cooperative will be required to adopt governing bylaws that meet our approval, and will be available for review. There are no limits on our right to change, dissolve or merge advertising cooperatives. If cooperative advertising is implemented in a particular region, we may establish an advertising council to self-administer the program.

You are permitted to market your Franchised Business through approved social media channels in accordance with our social media policy. We may require that you utilize our designated supplier for social media marketing services. At all times you must comply with any social media policy that we develop.

You may not establish a presence on, or market on the Internet without our consent. We maintain websites, currently at www.junkshotapp.com that provide information about the System and the products and services that it provides. We retain the sole right to market on the Internet, including the use of websites, domain names, uniform resource locators, keywords, linking, search engines (and search engine optimization techniques), banner ads, meta-tags, marketing, social media, auction sites, e-commerce and co-branding arrangements. You may be requested to provide content for our Internet marketing and you must follow our intranet and Internet usage rules, policies and requirements. We retain the sole right to use the Marks on the Internet, including on websites, as domain names, directory addresses, search terms and meta-tags, and in connection with linking, marketing, co-branding and other arrangements. We retain the sole right to approve any linking to, or other use of, JUNK SHOT websites.

All marketing and promotion must be conducted in a professional and dignified manner and must conform to our specified standards and requirements. All marketing and promotional materials, including product identification materials, point-of-purchase promotional materials, promotion memorabilia, and merchandise and prizes, will either be provided for you, or be made available to you for purchase through us.

We may create and license to you, social media accounts, e-mail marketing software accounts and other electronic accounts that use the Marks or any portion of them, used by you with any Internet directory, website, platform, or similar item in the operation of your Franchised Business. You may not create websites, social media accounts, e-mail marketing software accounts or other comparable accounts outside of those which we license to you. Upon termination or expiration of your Franchise Agreement, you must immediately surrender all login credentials and ownership of these accounts to us.

You will operate your Franchised Business so that it is clearly identified and advertised as a JUNK SHOT Junk Removal & Valet Trash franchise. You will use the trademark "JUNK SHOT" and the other Marks which now or hereafter may form a part of the System, on all signs, suppliers, business cards, uniforms, advertising materials, Technology platforms, signs and other articles in the identical combination and manner as we may prescribe in writing; you will supply to us samples and photographs of the same upon our request. You will comply with all trademark, trade name, service mark and copyright notice marking requirements and you will supply to us samples or photographs upon our request.

<u>Marketing Materials</u>

Your initial local advertising and promotions campaign during the first three months of operations shall be spent and paid to us or our designated third-party vendor in an amount ranging from $0 to $5,000. This amount is non-refundable and will be spent at our discretion to launch your market. All materials must be in compliance with our brand standards and specifications and must be approved by us prior to your use. All marketing materials must be either provided by us our designated third-party vendors. All marketing and promotion must be conducted in a professional and dignified manner and must conform to our specified standards and requirements.

<u>Computer System</u>

You must purchase and use any hardware and software programs we designate. Presently, we require you to purchase either a computer or laptop with Internet access and anti-virus protection, certain software, printer, email, and at least one GPS-enabled smartphone that supports the software we require you to use, including the JUNK SHOT 360 mobile app. You must also use the business management and accounting software we designate or provide to you, at our election (currently called "C.A.R.E."). The approximate initial cost of the hardware and software ranges from $3,100 to $3,500. We reserve the right to require you to use other business management and accounting software providing customer relationship management, scheduling, inventory, and data management software and services. The computer system and/or POS for your Junk Shot franchised business will be dedicated for the operation of your Junk Shot business and used for no other purpose. All sales must be processed through the approved Computer System/POS system and reported as gross revenue and no other supplemental or secondary POS system may be used.

We reserve the right to enter into a master license agreement with any software or technology supplier and sublicense the software or technology to you, in which case we may charge you for all amounts that we must pay to the licensor based on your use of the software or technology plus a reasonable administrative fee. We also reserve the right to create proprietary software that must be used by JUNK SHOT franchisees, in which case we may require that you enter into a license agreement with us and pay us reasonable initial and ongoing licensing, support and maintenance fees. We estimate the cost to range from $300 to $500 per year.

At present you are not required to enter into any ongoing maintenance or support agreements for the maintenance of a computer or the various software programs, but you may find it advantageous to do so. The annual costs of entering into maintenance, update, upgrading or support contracts will range from $200 to $350 per year. You may periodically be required to update or upgrade computer hardware and software, if we believe it is necessary. We may introduce new requirements or modify our specifications and requirements for computer and point-of-sale systems. We have the right to independently access all information you collect or compile at any time without first notifying you and there are no contractual limitations on our right to do so. You may be required to share login information with us.

Currently, we charge a Technology Fee of $1,024 which is calculated as $149 per month for each valet trash contract, and $875 per month (per Territory) for JUNK SHOT operations to help support the cost of technology necessary for you to maintain your franchise, including cost of the company website and e-mail hosting, and for use of our business management and accounting software.

We also charge you an installation fee of $500 per vehicle for the installation of our designated GPS device in your truck. During the term of the franchise agreement, we will assume the obligation for any on-going monthly fees charged by the GPS vendor on your behalf.

<u>Information Systems/Technologies</u>

We may designate the information system used in your Franchised Business, including the computer hardware, software other equipment and enhancements (the "Information System"). If you suspect or know of a security breach, you must immediately give notice of such security breach and promptly identify and remediate the source of any compromise of security breach at your expense.

You are solely responsible for protecting yourself from disruptions, Internet Access failures, Internet content failures, and attacks by hackers and other unauthorized intruders and as the direct or indirect result of such disruptions, security breach and promptly identify and remediate the source of any compromise of security breach at your expense. You assume all responsibility for providing all notices of breach or compromise and all duties to monitor credit histories and transactions concerning customers of the Franchise Business, unless otherwise directed by us.

All of the information we or our affiliates obtain from you or about your Franchised Business, and all information in your records or our records concerning your Franchised Business ("the Information") and all revenues we derive from the Information will be our sole and exclusive property. However, you may at any time during the term of your franchise agreement, use in the operation of your Franchised Business (but for no other purpose), to the extent lawful and at your sole risk and responsibility, any information that you acquire from third parties in operating your Franchised Business, such as customer data. The information (except for information you provide to us or our affiliates with respect to you and your affiliates, including your respective officers, directors, shareholders, partners or equity members of your entity) will become our property which we may use for any reason as we deem necessary or appropriate in our discretion. Following termination or expiration of this Agreement you will no longer use any of the Information, except to comply with your post-term obligations under your Franchise Agreement.

Site Selection

Initially, you may operate the Franchised Business from a home office, but you must find an acceptable commercial warehouse or storage location to operate from within 90 days of signing the Franchise Agreement. Once the 90-day period has passed you may no longer operate from your home, however you perform administrative functions (such as responding to emails) from your home office. We strongly recommend that you investigate the zoning laws and regulations, along with the restrictive covenants in your neighborhood, to insure there are no local zoning laws and/or covenants and restrictions in your housing development or neighborhood that prohibit you from operating from a home office (for that initial 90-day period). You must operate the Franchised Business exclusively from an approved location within your licensed Territory and no other business from that site without our prior written consent. You are solely responsible for ensuring that your home office and commercial location comply with all applicable laws.

The factors we will evaluate in considering approval of a leased facility include: the general location and neighborhood, ease of access to the proposed site; ample parking, gated security and monitored surveillance access. Our approval of a site is not a representation or warranty that the Franchised Business will be profitable or successful at that location.

You are responsible for securing an approved site within 90 days of signing the Franchise Agreement. We will use reasonable efforts to approve or disapprove the proposed site within 30 days after you submit your request for our approval. Our decision will be provided to you in writing. (Franchise Agreement, Section 5.3)

If you and we are unable to come to an agreement on a particular site, a different site will need to be found. If no other site is agreed upon within 150 days following execution of the Franchise Agreement, we have the right to terminate the Franchise Agreement and retain all fees paid to date. (Franchise Agreement, Section 5.4)

We do not plan to own any of the sites where our Franchised Businesses will be located and we do not lease retail space to franchisees.

Other than those things described in Item 8 and our list of approved suppliers we provide to you, we do not provide assistance with providing equipment, signs, fixtures, opening inventory, or supplies.

Typical Length of Time Before Operation

We estimate that the typical length of time between the signing of the Franchise Agreement and the opening of the franchise is 60 to 90 days, but not more than 150 days. Factors that may affect or delay your beginning operations include your ability to schedule and attend training, secure permits, buy equipment, locate and lease a commercial warehouse or storage space after signing the Franchise Agreement. If you fail to meet this 150-day opening deadline, we may terminate your franchise.

Grand Opening Support.

We will send one of our representatives to your location to offer advice and support for the first three days of your initial bulk/trash removal job as well as an additional three days of support for your initial valet trash contract (as they occur). Our fee for such support ranges from $500 to $1,000 plus our incurred expenses such as travel, food and lodging. This fee and all related reimbursements are non-refundable and due upon demand.

Training

After signing the Franchise Agreement, we provide an initial training program that covers material aspects of the operation of the Franchised Business. The topics covered are listed in the charts below. This training is offered on an as needed basis at our training location in Florida or another location as we may designate from time to time.

Our initial training program is conducted under a direct supervision of Sherrod Hunter who has approximately eighteen years of experience in the industry and by a training coordinated we may appoint from time-to-time with minimum of six month franchise industry experience.

The training will include the following instructional materials: JUNK SHOT Confidential Operations Manual and other supplementary material. The dates and location of the training will be communicated to you by e-mail or telephone prior to your initial training date.

You and your Designated Manager (if not you) must satisfactorily complete the initial training to our satisfaction approximately three to four weeks before the opening of the Franchised Business.

We expect that your attendees will advance through the training program at different rates depending on a variety of factors, including background and experience. The time frames provided in the charts are an estimate of the time it will take to complete training. We do not charge for initial training for up to two individuals. You must pay for all travel, local transportation, food, lodging costs, and wages for yourself and any of your attendees. If you replace your Designated Manager, or bring new principals into your franchise, your new Designated Manager and/or new principals must attend and successfully complete our training program within 60 days to our satisfaction; we charge an additional training fee of $500 per person. .

You are responsible for training your own employees and other management personnel. This initial training is in addition to the on-site opening assistance we provide to you. Your Franchised Business must at all times be under the day-to-day supervision of a Designated Manager who has satisfactorily completed our training program.

If our representative is scheduled to conduct on on-site training program at your Franchised Business and you subsequently cancel the scheduled training program, then you must pay us our then-current on-site training cancellation fee, which is currently $500 per person per occurrence, plus reimbursement of our actual costs ("On-Site Cancellation Fee"). The On-Site Training Cancellation Fee may vary depending upon the type of scheduled training program and how far in advance we receive your written notice of cancellation.

INITIAL TRAINING PROGRAM

Subject	Hours of Classroom Training*	Hours of On-The-Job Training*	Location*
Introductions	1	0	Florida or any other physical or virtual location we designate
Pre-Training Checklist	1	0	Florida or any other physical or virtual location we designate
Intro to history of the Franchisor	1	0	Florida or any other physical or virtual location we designate
Sales and Marketing Training	3	0	Florida or any other physical or virtual location we designate
On-The-Job-Training	0	28	Florida or any other physical or virtual location we designate

Subject	Hours of Classroom Training*	Hours of On-The-Job Training*	Location*
Software Training	2	0	Florida or any other physical or virtual location we designate
Billing, collections and paperwork	1	0	Florida or any other physical or virtual location we designate
Contract Review and Presentations	1	0	Florida or any other physical or virtual location we designate
Recap and Graduation	2	0	Florida or any other physical or virtual location we designate
SUB TOTAL	12	28	
Pre-Opening Training	24	N/A	Via Online
Opening Training	N/A	40	Franchisee's Location
TOTAL	36	68	

You and your Designated Manager (if you decide to appoint one) must complete initial training to our satisfaction, including the passing of tests at the end of initial training. (Franchise Agreement, Section 8.1)

Certain segments of the training may vary from the charts shown above based on schedule changes due to business requirements and other factors. We will attempt to give you advance notice when this occurs.

Once you and your Designated Manager have successfully completed the initial training program, in conjunction with the initial training program, we will provide you with pre-opening online training, and our on-site opening training applicable to each brand franchised.

Continuing Education Training Program, Refresher Training or Enrichment Training

We may require you or your Designated Manager to attend continuing education training programs or seminars during the term of the franchise. We will not require attendance to more than one program or not more than three days during any calendar year. We may charge a fee of up to $500 per person per training program, plus you are solely responsible for all costs incurred for such training (if any) for travel, meals, lodging, wages, etc. Failure to attend such training is a material default of your franchise agreement.

Enrichment Training is mandatory if you fail to meet our minimum performance levels. There is no limit to our requirement or your obligation to attend Enrichment Training if you are in default of the franchise agreement due to your failure to meet our system standards and specifications or are in the bottom 20% based on your system performance. We may charge a fee of up to $500 per person per training program, plus you are solely responsible for all costs incurred for such training (if any) for travel, meals, lodging, wages, etc. Failure to attend this training when scheduled or required may be considered a material breach of your franchise agreement.

Additionally, you may request or we in our sole discretion deem it necessary, then we may provide additional training at our then-current additional training fee. You are solely responsible for all costs incurred for such training (if any) for travel, meals, lodging, wages, etc. Failure to attend this training when scheduled or required may be considered a material breach of your franchise agreement.

National or Regional Conferences

We may hold periodic national or regional conferences and attendance at these conferences is mandatory. However, we do not require attendance at more than one conference during any calendar year. You must pay the conference registration fee, which currently does not exceed $650 per person per conference. You are also responsible for all of your related costs for your and/or your staff to attend the conference. If you fail to attend our annual national or regional conference, we will charge you $1,000 for your failure to attend. We reserve the right to withdraw these funds from your business account or you may provide us with payment in a different manner with our express written consent.

ITEM 12
TERRITORY

You will not receive an exclusive service 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. Other franchisees are restricted from soliciting business and directly marketing their services within your Territory, but we and other franchisees may accept work and perform services in your Territory without paying you any compensation. When you sign the Franchise Agreement, or shortly thereafter, we will mutually agree on a defined initial Territory for your Franchised Business, which you will concentrate your marketing efforts. The Territory will be defined by ZIP codes, political boundaries, geographic boundaries, roads, or MSA, and will have a population of at least 250,000 and up to 5,000 -7,000 multi-family units, as we deem appropriate in our sole discretion. We currently use Smappen to determine the population size for the Territory; however, we retain the absolute right to designate a replacement software at our discretion. During the franchise term, you will concentrate your marketing efforts inside your Territory; you may not market into another franchisee's territory under any circumstances.

If you do not purchase a co-brand franchise for your Territory when you sign the franchise agreement, we do not promise that the remaining brand will be available for purchase within your Territory at a later date. We reserve the unfettered right to sell rights to the remaining brand in your Territory if you do not purchase co-branding rights when you sign your franchise agreement.

You may choose to purchase additional territories of a minimum of 250,000 in population. Each additional Territory must be purchased within the first two years of signing the first franchise agreement in order to receive a discounted initial franchise fee. We do not reserve any territories for you unless you purchase the rights to that brand in a territory, and your ability to purchase the remaining brand and any territories are on a first come, first serve basis. We do not offer franchisees any right of first refusal to obtain additional franchises.

If you receive a proposal or RFP from a client inside your current territory, that may include accounts in abutting or otherwise another franchisee's territory and conversely, another franchisee may receive a request for proposal in your Territory, and if you sell a valet trash contract outside of your territory and choose not to expand into that territory to service that contract, then we will service the contract and pay you a fee equal to 1 month of the contract's invoice. However, if another abutting franchisee secures a contract inside your territory, you must pay a referral fee equal to 1 month of contract's invoice. The payment of this fee must be made 30 days after the first payment for services is received. The franchisee who benefits from the account sold inside their territory must pay this one-time referral fee to the franchisee who signs the RFP.

At your request, we may approve your relocation to a different Territory if your lease expires or terminates through no fault of your own, or if the leased premises is destroyed or materially damaged, and you are not in default of the Franchise Agreement or any other agreement with us or our affiliate. Relocation may also be necessary if we both agree that the local market evolves into a poor market for the Franchised Business services. Relocation is subject to our prior written approval and a relocation fee.

Unless you obtain our prior written consent for a specific zip code not located within your Territory, you are restricted from soliciting or accepting orders from consumers outside of your Territory. You are also restricted from soliciting or accepting orders through other channels of distribution such as catalog sales, telemarketing, or other direct marketing. If you accept clients outside of your Territory in violation of the above, and if that area is another franchisee's territory, you must pay us and the us the Encroachment Fee of $1,000 per job performed and pay 50% of revenue generated from such sale to the franchisee whose territory in which the sale was made. We reserve the right to collect these fees directly from your accounts or via electronic withdrawal.

We reserve the right to use other channels of distribution, including the Internet, to solicit and accept orders from consumers inside your Territory using our principal trademarks and we are not required to pay you any compensation relating to these sales.

There are no minimum performance criteria beginning from the effective date of this Agreement through your first six months of operations. However, beginning with the seventh month of operations, if you have not paid us the Minimum Monthly Royalty Fee, per Territory, as shown in the chart below, you must pay us the difference between the total Royalty Fee paid to us and the minimum applicable Minimum Monthly Royalty Fee. The Minimum Monthly Royalty Fee is a mandatory obligation regardless of your actual sales volume. Failure to pay the Minimum Monthly Royalty Fee is a material breach of the Franchise Agreement, for which we may terminate the Franchise Agreement.

Monthly Operations	**Minimum Monthly Royalty Fee, Per Territory**
0 – 6	$0
7 – 18	$500
19 – 24	$750
25 – 36	$1,000
37 – 120	$1,500

Neither we, nor an affiliate, operates, franchises, or has plans to operate or franchise a business under a different trademark that will sell similar goods or services to those that you will offer.

We also reserve the exclusive right, but not the obligation, to enter into agreements with specific regional or national commercial customers in order to establish a National Account, in any area, including in your Territory. If we establish a National Account in your Territory, you agree to service the National Account under the same terms, pricing, and provisions negotiated for the National Account. Under certain circumstances if we determine in our sole discretion that you are incapable of servicing the National Account, or if the volume of services exceeds demand at that time, we may authorize ourselves, another franchisee or other qualified third-parties as we designate to provide the services within your Territory. You will not be entitled to any compensation from us, other franchisees or other third-party we designate for providing required services inside your Territory.

We intend to grow the JUNK SHOT brand throughout the United States and outside the United States through the development of franchised and company-owned businesses.

ITEM 13
TRADEMARKS

Our affiliate AWS owns the following Marks, which are registered on the Principal Register of the United States Patent and Trademark Office ("USPTO"). All required affidavits have been filed and all registrations will be renewed as required:

Mark	Registration Number	Registration Date	International Class
JUNK SHOT	4884212	January 12, 2016	009
JUNK SHOT	6100245	July 14, 2020	039
DOORSTEP DETAILS	6604776	January 4, 2022	039
Bigger Trucks, Better Pricing	7649684	January 14, 2025	039

"JUNK SHOT"	7650770	January 14, 2025	039
DOORSTEP DETAILS Valet Trash & Recycling Reporting App	7641528	January 7, 2025	039

The franchisor is currently not aware of any prior rights or infringing uses that could materially affect the franchisee's use of the principal trademarks.

Through a master license agreement dated November 1, 2019, AWS granted us a license to use the Marks and to sublicense their use to our franchisees. The license is perpetual unless terminated for cause by either party. In the event of termination by AWS, we have the right to continue using and sublicensing the Marks for a period of 180 days, for the purposes of effecting a brand change. Under those circumstances you will have to change, at your expense, to the alternative Marks we designate. There are no other agreements currently in effect that significantly limit our rights to use or license the use of the principal trademarks that are material to the Franchised Business.

There are no currently pending or effective material determinations of the USPTO, Trademark Trial and Appeal Board, or the trademark administrator of any state or any court. There are no pending infringement, opposition or cancellation proceedings, and no pending litigation involving any of the Marks that may significantly affect the ownership or use of any Mark listed above. We know of no infringing or prior superior uses that could materially affect the use of the Marks.

You do not receive any rights to the Marks other than the exclusive right to use them in the operation of your Franchised Business. You must follow our rules when you use the Marks. You must use the Marks as the sole trade identification of the Franchised Business. You cannot use a name or Mark as part of a corporate name or with modifying words, designs or symbols except for those which we license to you. You may not use any Mark in connection with the sale of any unauthorized services or products, or in any other manner that we do not authorize in writing. You must obtain a fictitious or assumed name registration if required by your state or local law. Any unauthorized use of the Marks by you is a breach of the Franchise Agreement and an infringement of our rights in the Marks. You acknowledge that your use of the Marks and any goodwill established thereby inures to our exclusive benefit. You must not contest the validity or ownership of the Marks, including any Marks that we license to you after you sign the Franchise Agreement. You must not assist any other person in contesting the validity or ownership of the Marks.

You must immediately notify us when you learn about an infringement of, or challenge to your use of, any Mark, or any claim by any person of any rights in any Marks, and you must not communicate with any person other than us and our counsel regarding any infringements, challenges, or claims unless you are legally required to do so, however, you may communicate with your own counsel at your own expense. We will take the action we think appropriate in these situations; we have exclusive control over any settlement or proceeding concerning any Mark. You must take any actions that, in the opinion of our counsel, may be advisable to protect and maintain our interests in any proceeding or to otherwise protect and maintain our interests in the Marks.

While we are not required to defend you against a claim arising from your use of our Marks, we will reimburse you for all of your expenses reasonably incurred in any legal proceeding disputing your authorized use of any Mark, but only if you notify us of the proceeding in a timely manner and you have complied with our directions with regard to the proceeding. We have the right to control the defense and settlement of any proceeding. We will not reimburse you for your expenses and legal fees for separate, independent legal counsel and for expenses in removing signage or discontinuing your use of any Mark. We will not reimburse you for disputes where we challenge your use of a Mark.

If we require, you must modify or discontinue the use of any Mark and use other trademarks or service marks we designate. We do not have to reimburse you for modifying or discontinuing the use of a Mark or for substituting another trademark or service mark for a discontinued Mark. If we adopt and use new or modified Marks, you must add or replace equipment, supplies and fixtures, and you must make other modifications we designate as necessary to adapt your Franchised Business for the new or modified Marks. You do not have to spend an amount unreasonably disproportionate to your initial investment during the initial term of the Franchise Agreement to conform your Franchised Business to changes to the Marks and other System modifications. We do not reimburse you for any loss of goodwill associated with a modified or discontinued Mark.

You must notify us if you apply for your own trademark or service mark registrations. You must not register or seek to register as a trademark or service mark, either with the USPTO or any state or foreign country, any of the Marks or a trademark or service mark that is confusingly similar to any of our Marks. Any such filing by you will be deemed a material default of the Franchise Agreement and you agree to assign any such application or registration to us immediately upon demand.

You may not advertise on the Internet using, or establish, create or operate an Internet site or website using any domain name containing, the words “JUNK SHOT” or “DOORSTEP DETAILS” or any variation of “JUNK SHOT” or “DOORSTEP DETAILS” without our prior written consent.

ITEM 14
PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

Our affiliate AWS owns the following patent which is registered on the Principal Register of the United States Patent and Trademark Office (“USPTO”):

Name	Patent Number	Registration Date	International Class
JUNK SHOT 360 mobile app	10,354,232	July 16, 2019	G06Q, G06K

This patent is for a technological application that provides systems and methods for object identification and pricing for waste removal and transport services. The duration of the patent is 20 years. You may use this application only as we specify while operating the Franchised Business and you must stop using it if we direct you to do so.

We own copyrights in the Confidential Operations Manual, our website, our marketing materials, our proprietary software, and other copyrightable items that are part of the System. While we claim copyrights in these and similar items, we have not registered these copyrights with the United States Register of Copyrights. You may use these items only as we specify while operating the Franchised Business and you must stop using them , or modify them, if we direct you to do so. We are not obligated to compensate you regarding any modification or discontinuance of patents or copyrights during the term of the franchise.

We know of no effective determinations of the USPTO or any court regarding of our patent or any of our copyrighted materials. Our right to use or license patented or copyrighted items is not materially limited by any agreement or known infringing use.

We have developed certain trade secrets and other confidential information, including but not limited to, customer lists, methods of business management, accounting, sales and promotion techniques, and know-how, knowledge of, and experience in, operating a JUNK SHOT or DOORSTEP DETAILS Franchised Business. We will provide our trade secrets and other confidential information to you during training, in the Confidential Operations Manual and as a result of the assistance we furnish you during the term of the franchise. You may only use the trade secrets and other confidential information, including the patented application, for the purpose of operating your Franchised Business. You may only divulge trade secrets and other confidential information to employees who must have access to it to operate the Franchised Business. You are responsible for enforcing the confidentiality provisions as to your employees.

Certain individuals with access to trade secrets or other confidential information, including your shareholders (and members of their immediate families and households), officers, directors, partners, members, if you are a corporation, limited liability company, or other business entity, and your managers, executives, employees, and staff may be required to sign nondisclosure and non-competition agreements in a form the same as or similar to the Nondisclosure and Non-Competition Agreement attached to the Franchise Agreement. We will be a third-party beneficiary with the right to enforce those agreements.

All ideas, concepts, techniques, or materials concerning the Franchised Business and/or the System, whether or not protectable intellectual property and whether created by or for you or your owners or employees, must be promptly disclosed to us and will be deemed our sole and exclusive property and a part of the System that we may choose to adopt and/or disclose to other franchisees, and you agree to assign to us all right, title and interest in any intellectual property so developed. Likewise, we will disclose to you concepts and developments of other franchisees that we make part of the System. You must also assist us in obtaining intellectual property rights in any concept or development if requested.

Your use of the Confidential Operations Manual, trade secrets or other confidential information in an unauthorized manner is a default of the Franchise Agreement that may result in automatic termination of the Franchise Agreement and the pursuit of injunctive relief and damages by us..

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

The Franchised Business must always be under the direct, full-time, day-to-day supervision of you or a designated manager ("Designated Manager"). If you appoint a Designated Manager, he or she must attend and satisfactorily complete our initial training program before opening the Franchised Business and you must keep us informed at all times of the identity of your Designated Manager. If you must replace the Designated Manager, your replacement Designated Manager has 60 days to attend and satisfactorily complete our initial training program. We neither require nor recommend that the Designated Manager have an equity interest in the franchise. We do not require that an owner of the franchise be actively involved with the day-to-day onsite supervision of the Franchised Business.

We may require certain individuals associated with your Franchised Business, including your owners (and members of their immediate families and households), officers, directors, partners, and your managers, executives, employees, and staff may be required to sign nondisclosure and non-competition agreements the same as or similar to the Nondisclosure and Non-Competition Agreement attached to the Franchise Agreement. We will be a third-party beneficiary with the independent right to enforce the agreements directly against such individuals.

If you are a corporation or other business entity, anyone who owns a 5% or greater interest in the entity must personally guarantee the performance of all of your obligations under the Franchise Agreement and agree to be personally liable for your breach of the Franchise Agreement by signing the Unlimited Guaranty and Assumption of Obligations attached to the Franchise Agreement as Attachment 3.

We do not impose any anti-poaching restrictions that prohibits you, or any other franchisee, from soliciting or hiring any person currently employed or previously employed with the JUNK SHOT System. However, if you hire another franchisee's employees within one year of the employee attending our training program, you are required to immediately reimburse the other franchisee the then-current training fee and its costs associated with sending that employee to training.

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must offer the services and products we specify. You may not sell any services or products that we have not authorized and you must discontinue offering any services or products that we may disapprove. We may take action, including terminating your franchise if you purchase or sell unapproved products or make purchases from unapproved suppliers. We may periodically change required or authorized services or products. There are no limits on our right to do so, except that your investment required to change required or authorized products or services will not be unreasonably disproportionate to your initial investment.

Periodically, we may allow certain services or products that are not otherwise authorized for general use as a part of the System to be offered locally or regionally based on factors, including test marketing, your qualifications, and regional or local differences.

You may not engage in sales through alternative distribution channels such as telemarketing, computer marketing, internet sales, including mobile apps without our prior written approval. We are not required to give you such approval.

With regard to JUNK SHOT franchises, we do not place restrictions on you with respect to who may be a customer of your Franchised Business. However, you are limited to commercial customers with at least 150 multi-family units.

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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 agreement attached to this disclosure document.

Provision	Section in Franchise or Other Agreement	Summary
a. Length of franchise term	Section 4.1	The initial term is 10 years.
b. Renewal or extension of the term	Section 4.2	You have the right to renew for one additional 10-year term, and two additional five-year terms.
c. Requirements for franchisee to renew or extend	Section 4.2	You must have substantially complied with the Franchise Agreement; must have updated and refurbished your service vehicle and equipment; have satisfied all monetary obligations owed to us or our affiliates; must not be in default of any provision of the Franchise Agreement or any other agreement between you and us; have timely notified us of your intent to renew; sign our then-current franchise agreement, which may have materially different terms and conditions (including higher royalty fees and higher marketing program contributions) than your current Franchise Agreement; comply with current qualifications, comply with any training requirements; and you and your owners sign a general release.
d. Termination by Franchisee	Section 16.3	If you are in full compliance with all of the terms of the Franchise Agreement and we materially breach the Franchise Agreement and fail to commence reasonable efforts to cure such breach within 30 days after receiving written notice.
e. Termination by franchisor without cause	No provision	We may not terminate the Franchise Agreement without cause.
f. Termination by franchisor with cause	Section 16.1, 16.2	We may terminate the Franchise Agreement only if you default.
g. "Cause" defined – curable defaults	Section 16.2	We can terminate the Franchise Agreement, after allowing you a 5-day cure period, if you fail to pay any monies due under the Franchise Agreement. We can terminate the Franchise Agreement, after allowing you a 10-day cure period, if you fail to comply with applicable laws or any

Provision	Section in Franchise or Other Agreement	Summary
		other provision of the Franchise Agreement or Confidential Operations Manual.
h. “Cause” defined – non-curable defaults	Section 16.2	We can terminate the Franchise Agreement without giving you an opportunity to cure if you: file bankruptcy or becomes insolvent; fail to timely establish, equip and begin operations of the Franchised Business; fail to have your Designated Manager satisfactorily complete training; fail to maintain all required professional licenses, permits and certifications for more than five business days; made a material misrepresentation or omission in the application for the franchise; are convicted of or plead no contest to a felony or other crime or offense likely to affect the reputation of either party or the Franchised Business; after notice to cease, fail to refrain from activities, behavior or conduct likely to adversely affect either party or the Franchised Business; use the Confidential Operations Manual, trade secrets or other confidential information in an unauthorized manner; if required, fail to have your owners, officers, directors, managers, executives, employees and professional staff, and other individuals having access to trade secrets or other confidential information sign nondisclosure and non-competition agreements or, if requested, fail to provide us with copies of all signed nondisclosure and non-competition agreements; abandon the Franchised Business for five or more consecutive days; surrender or transfer control of the Franchised Business in an unauthorized manner; fail to maintain the Franchised Business under the supervision of a Designated Manager following your death or disability; submit reports on two or more separate occasions understating any amounts due by more than 3%; are insolvent or make a general assignment for the benefit of creditors; misuse or make unauthorized use of the Marks; fail on two or more occasions within any 12 months to submit reports or records or to pay any fees due us or any affiliate; violate on two or more occasions any health, safety or other

Provision	Section in Franchise or Other Agreement	Summary
		laws or operate the Franchised Business in a manner creating a health or safety hazard to customers, employees or the public; take any action reserved to us; repeatedly breach the Franchise Agreement or comply with specifications; or default under any other agreement with us (or an affiliate) so that we (or the affiliate) have the right to terminate the agreement.
i. Franchisee's obligations on termination/non-renewal	Sections 16.4 and 17	Stop operating the Franchised Business; stop using any trade secrets, confidential information, the System and the Marks; cancel or assign to us any assumed names; pay all sums owed to us including damages and costs incurred in enforcing the Franchise Agreement; return the Confidential Operations Manual, trade secrets and all other confidential information including records, files, instructions, brochures, agreements, referral contact list, disclosure statements, and all other materials that we provided to you; assign your email addresses, any websites, and telephone and facsimile numbers to us; comply with the covenants not to compete and any other surviving provisions of the Franchise Agreement. If the Franchise Agreement terminates because you have closed or abandoned the Franchised Business, you must pay us liquidated damages calculated as 9% of your average monthly Gross Revenue multiplied by the lesser of 12 months or the number of months remaining in your franchise term, discounted to present value.
j. Assignment of contract by franchisor	Section 18.1	There are no restrictions on our right to assign our interest in the Franchise Agreement.
k. "Transfer" by franchisee-definition	Section 18.2	"Transfer" includes transfer of an interest in the franchise, the Franchise Agreement or the Franchised Business's assets.
l. Franchisor's approval of transfer by franchisee	Section 18.2	You may not transfer your interest in any of the items listed in (k) above without our prior written consent.

Provision	Section in Franchise or Other Agreement	Summary
m. Conditions for franchisor approval of transfer	Section 18.2	We will consent to a transfer if: we have not exercised our right of first refusal; all obligations owed to us are paid; you and the transferee have signed a general release in a form that we prescribe; the prospective transferee meets our business and financial standards; the transferee and all persons owning any interest in the transferee sign the then current franchise agreement for the existing Territory; you provide us with a copy of all contracts and agreements related to the transfer; you or the transferee pay a transfer fee of $15,000; if requested by us; the transferee has obtained all necessary consents and approvals of third parties; you or all of your equity owners have signed a non-competition agreement in a form the same as or similar to the Nondisclosure and Non-Competition attached to the Franchise Agreement; and the transferee has agreed that its designated manager will successfully complete the initial training program before assuming management of the Franchised Business.
n. Franchisor's right of first refusal to acquire franchisee's Franchised Business	Article 19	We may match an offer for your Franchised Business or an ownership interest you propose to sell.
o. Franchisor's option to purchase franchisee's Franchised Business	Section 17.5	Except as described in (n) above, we do not have the right to purchase your Franchised Business; however, during the 30-day period after the termination or expiration of the Franchise Agreement, we have the right to purchase any assets of the Franchised Business for book value.
p. Death or disability of franchisee	Section 187	After the death or incapacity of an owner of the franchise, his or her representative must transfer, subject to the terms of the Franchise Agreement, the individual's interest in the franchise within 180 days of death or incapacity or we may terminate the Franchise Agreement.

Provision	Section in Franchise or Other Agreement	Summary
q. Non-competition covenants during the term of the franchise	Section 7.3	You, your owners and your officers, directors, executives, managers and professional staff are prohibited from: attempting to divert any business or customer of the Franchised Business to a competitive business or causing injury or prejudice to the Marks or the System; owning or working for a competitive business.
r. Non-competition covenants after the franchise is terminated or expires	Section 17.4	For two years after the termination or expiration of the Franchise Agreement, you, your owners and your officers, directors, executives, managers and professional staff are prohibited from: owning or working for a competitive business within the Territory, within 25 miles from the perimeter of the Territory, or within the territory of any other JUNK SHOT or DOORSTEP DETAILS business; or soliciting or influencing any of our customers or business associates to compete with us or terminate their relationship with us.
s. Modification of the agreement	Sections 9.2, 10.4, 22.7, and 22.8	The Franchise Agreement can be modified only by written agreement between you and us. We may modify the Confidential Operations Manual without your consent if the modification does not materially alter your fundamental rights.
t. Integration/merger clause	Section 22.7	Only the terms of the Franchise Agreement and other related written agreements are binding (subject to applicable state law). Any representations or promises outside of the disclosure document and Franchise Agreement may not be enforceable. Nothing in the Franchise Agreement is intended to disclaim any representations we made in this disclosure document.
u. Dispute resolution by arbitration or mediation	Sections 23.7 and 23.8	Claims, controversies, or disputes from or relating to the Franchise Agreement must be mediated, and if mediation is unsuccessful, submitted to arbitration, except for actions seeking injunctive relief and actions we bring which are related to or based on our Marks or Confidential Information.

Provision	Section in Franchise or Other Agreement	Summary
v. Choice of forum	Section 23.2	Mediation at the AAA offices in the county in which we maintain our principal business address, currently Hillsborough County, Florida. Venue for any other proceeding is exclusively the courts located in the county in which we maintain our principal business address, currently in Hillsborough County, State of Florida (subject to applicable state law). See the State Specific Addenda attached to this disclosure document.
w. Choice of law	Section 23.1	Florida law applies (subject to applicable state law). See the State Specific Addenda attached to this disclosure document.

ITEM 18
PUBLIC FIGURES

We do not presently use any public figures to promote our franchise.

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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 any reasonable basis for the information, and if the information is included in the disclosure document. Financial information that differs from that included in Item 19 may only be given 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.

As of December 31, 2025, there were a total of 36 franchised businesses in operation and 4 affiliate-owned businesses in operation. This historical financial performance representation includes performance information reported to us by 15 qualified Franchisees that operated for the full 2025 calendar year (the "**Measurement Period**").

The results presented in this Item 19 are unaudited and are based entirely on information reported to us by the Franchisees. Franchisees report financial data on a consolidated basis — one set of books per franchisee. Tables are organized by territory count to provide like-for-like comparisons for prospective franchisees evaluating a single-territory investment.

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SECTION I — GROSS REVENUE BY TERRITORY COUNT

Table 1: Single-Territory Franchisees (8 Franchisees – 8 Territories)

Table 1 — Gross Revenue: Single-Territory Franchisees January 1, 2025 – December 31, 2025	
All Single-Territory Franchisees	
Average Gross Revenue	$373,974
Median Gross Revenue	$319,992
High Gross Revenue	$843,116
Low Gross Revenue	$63,748
Number and Percentage of Franchisees that Met or Exceeded the Average	2 (25.00%)

Table 2: Dual-Territory Franchisees (6 Franchisees – 12 Territories)

Table 2 — Gross Revenue: Dual-Territory Franchisees January 1, 2025 – December 31, 2025	
All Dual-Territory Franchisees	
Average Gross Revenue	$484,658
Median Gross Revenue	$426,428
High Gross Revenue	$947,639
Low Gross Revenue	$186,540
Number and Percentage of Franchisees that Met or Exceeded the Average	2 (33.33%)

Table 3: Three-Territory Franchisees (1 Franchisee – 3 Territories)

Table 3 — Gross Revenue: Three-Territory Franchisees January 1, 2025 – December 31, 2025	
Three-Territory Franchisee	
Average Gross Revenue	$1,336,284
Median Gross Revenue	$1,336,284
High Gross Revenue	$1,336,284
Low Gross Revenue	$1,336,284
Number and Percentage of Franchisees that Met or Exceeded the Average	1 (100.00%)

SECTION II — GROSS PROFIT BY TERRITORY COUNT

Table 4: Single-Territory Franchisees (8 Franchisees – 8 Territories)

Table 4 — Gross Profit: Single-Territory Franchisees January 1, 2025 – December 31, 2025	
All Single-Territory Franchisees (8)	
Average Gross Profit	$230,225
Median Gross Profit	$201,670
High Gross Profit	$530,612
Low Gross Profit	$33,691
Average Gross Profit Margin	62.3%
Number and Percentage of Franchisees that Met or Exceeded the Average Gross Profit	3 (37.50%)

Table 5: Dual-Territory Franchisees (6 Franchisees – 12 Territories)

Table 5 — Gross Profit: Dual-Territory Franchisees January 1, 2025 – December 31, 2025	
All Dual-Territory Franchisees (6)	
Average Gross Profit	$290,453
Median Gross Profit	$260,987
High Gross Profit	$574,020
Low Gross Profit	$127,248
Average Gross Profit Margin	60.4%
Number and Percentage of Franchisees that Met or Exceeded the Average Gross Profit	2 (33.33%)

Table 6: Three-Territory Franchisees (1 Franchisee – 3 Territories)

Table 6 — Gross Profit: Three-Territory Franchisees January 1, 2025 – December 31, 2025	
Three-Territory Franchisee (1)	
Average Gross Profit	$820,046
Median Gross Profit	$820,046
High Gross Profit	$820,046
Low Gross Profit	$820,046
Average Gross Profit Margin	61.4%
Number and Percentage of Franchisees that Met or Exceeded the Average Gross Profit	1 (100.00%)

Notes:

(1) "Gross Revenue" means all revenue derived by the Franchised Unit before any costs or expenses are deducted.

(2) "Gross Profit" means Gross Revenue less Direct Costs (labor, disposal, fuel, and credit card fees), but excluding fixed costs such as rent, marketing, insurance, office staff, or other overhead. Gross Profit also excludes any payments to the Franchisor such as royalty fees and brand development fees.

(3) "Gross Profit Margin" means Gross Profit divided by Gross Revenue, expressed as a percentage.

(4) "Territory" means each territory is a non-exclusive territory granted to the Franchisee with a minimum population of approximately 250,000.

(5) Franchisees reports financial data on a consolidated basis, one set of books per franchisee regardless of the number of territories operated. Tables are therefore organized by ownership level to ensure like-for-like comparisons for prospective franchisees evaluating a single-territory investment.

(6) As of December 31, 2025, there were a total of 36 Franchised Units in operation. The financial performance representation includes 15 Franchisees representing 23 total territories.

- 4 Franchised Units began their operations in 2025 and data was not available for the full Measurement Period; thus, they were excluded from this disclosure.
- 7 Franchised Units did not have data for the full Measurement Period and thus were excluded from this disclosure.
- 2 additional territories (Colorado Springs, CO and Chesapeake, VA) were acquired mid-year 2025 by an existing franchisee. Only one consolidated P&L was submitted per franchisee covering full-year operations; the newly added territories are excluded from this financial performance representation and those franchisees that acquired the territories appear in the Single-Territory tables for the purposes of this disclosure document.

(7) The Three-Territory table represents a single franchisee. All rows reflect that franchisee's reported results. There is no range of performance to display.

(8) Single-Territory Franchisees include: Colorado Springs CO, San Antonio North TX, Chesapeake VA, Southeastern VA, Hampton Roads VA, San Antonio South TX, Richmond North VA, and Tidewater VA.

(9) Dual-Territory Franchisees include: Franchisees operating two contiguous or adjacent territories under one consolidated operation.

The Territories included in this financial performance representation are substantially similar to the Franchised Business offered in this disclosure document.

You should conduct an independent investigation of the costs and expenses you will incur in operating your franchise. Franchisees or former franchisees listed in this disclosure document may be one source of this information. We recommend that you make your own independent investigation to determine whether or not the franchise may be profitable, and consult with an attorney and other advisors prior to executing the franchise agreement.

Neither we nor our certified public accountants have audited the numbers reported to us by our franchisees, but we have no reasonable basis to question their reliability.

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

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

Other than the preceding financial performance representation, Accelerated Services Franchise, LLC does not make any financial performance representations. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Sherrod Hunter, President (JUNK SHOT Brand), Accelerated Services Franchise, LLC, 2304 E Busch Blvd, Tampa, Florida 33612, 866-698-2874, the Federal Trade Commission, and the appropriate state regulatory agencies.

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ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

Table No. 1
SYSTEMWIDE OUTLET SUMMARY
FOR YEARS 2023 TO 2025

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2023	10	26	+16
	2024	26	32	+6
	2025	32	36	+4
Company-Owned[1]	2023	5	6	1
	2024	6	4	-2
	2025	4	4	0
Total Outlets	2023	15	32	+18
	2024	32	36	+4
	2025	36	40	+4

Note 1: Company-owned outlets are owned and operated by our affiliate AWS.

Table No. 2
TRANSFERS OF OUTLETS FROM FRANCHISEES TO NEW OWNERS
(OTHER THAN FRANCHISOR)
FOR YEARS 2023 TO 2025

State	Year	Number of Transfers
California	2023	1
	2024	0
	2025	0
Georgia	2023	0
	2024	1
	2025	0
Virginia	2023	0
	2024	1
	2025	0
Total	2023	1
	2024	2
	2025	0

<u>Table No. 3</u>
STATUS OF FRANCHISE OUTLETS
FOR YEARS 2023 TO 2025

State	Year	Outlets at Start of Year	Outlets Opened	Termination	Non-Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons	Outlets at End of the Year
California	2023	1	1	0	0	0	0	2
	2024	2	1	0	0	0	0	3
	2025	3	0	0	0	0	0	3
Colorado	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	1	0	0	0	0	2
District of Columbia	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Florida	2023	1	4	0	0	1	0	4
	2024	4	2	0	0	0	0	6
	2025	6	0	0	0	0	0	6
Georgia	2023	1	2	0	0	0	0	3
	2024	3	0	1	0	0	0	2
	2025	2	0	0	0	0	0	2
Illinois	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	1	0	0	0	0	1
Maryland	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Michigan	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	1	0	0	0	0	1
New Jersey	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
North Carolina	2023	0	2	0	0	0	0	2
	2024	2	1	0	0	0	0	3
	2025	3	0	0	0	0	0	3
Ohio	2023	0	1	0	0	0	0	1
	2024	1	0	0	0	0	0	1

	2025	1	0	0	0	0	0	1
Pennsylvania	2023	0	1	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Tennessee	2023	0	2	0	0	0	0	2
	2024	2	0	2	0	0	0	0
	2025	0	0	0	0	0	0	0
Texas	2023	1	2	0	0	0	0	3
	2024	3	3	1	0	0	0	5
	2025	5	1	0	0	0	0	6
Virginia	2023	4	1	0	0	0	0	5
	2024	5	1	0	0	0	0	6
	2025	6	0	0	0	0	0	6
Wisconsin	2023	0	1	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Totals	2023	10	17	0	0	1	0	26
	2024	26	10	4	0	0	0	32
	2025	32	4	0	0	0	0	36

Table No. 4
STATUS OF COMPANY-OWNED OUTLETS[1]
FOR YEARS 2023 to 2025

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
Florida	2023	4	0	1	0	0	5
	2024	5	0	0	0	1	4
	2025	4	0	0	0	0	4
Texas	2023	1	0	0	0	0	1
	2024	1	0	0	0	1	0
	2025	0	0	0	0	0	0
Total	2023	5	0	1	0	0	6
	2024	6	0	0	0	2	4
	2025	4	0	0	0	0	4

Note 1: Company-owned outlets are owned and operated by our affiliate AWS.

Table No. 5
PROJECTED OPENINGS AS OF DECEMBER 31, 2025

State	Franchise Agreements Signed But Outlet Not Open	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
Colorado	1	0	0
Florida	0	2	0
Texas	1	1	0
TOTALS	2	3	0

A list of the names and current addresses of our franchisees is located in Exhibit G. A list of names and current addresses of franchisees who have been terminated, canceled, not renewed, voluntarily or involuntarily ceased to do business under their franchise agreement during our fiscal year ending December 31, 2025 or who have not communicated with us within 10 weeks of the issuance date of this disclosure document are listed in Exhibit G. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

During the last three years, no franchisee has signed a confidentiality clause with us that would restrict the franchisee's ability to openly communicate with you regarding the franchisee's experience with the JUNK SHOT or DOORSTEP DETAILS franchise system.

We are not aware of: (i) any trademark-specific franchisee organizations associated with the franchise system being offered; or (ii) independent franchisee organizations that have asked to be included in this disclosure document.

ITEM 21
FINANCIAL STATEMENTS

Attached to this disclosure document as Exhibit F, are our:

1. audited balance sheets as of December 31, 2025, 2024 and 2023, and related statements of operations, changes in members equity (deficit) and cash flows for the years ended December 31, 2025, 2024, 2023.

Our fiscal year ends December 31st.

ITEM 22
CONTRACTS

Exhibit C – Franchise Agreement
- Attachment 1 – Key Terms
- Attachment 2 – Nondisclosure and Non-Competition Agreement
- Attachment 3 – Unlimited Guaranty and Assumption of Obligations
- Attachment 4 – Holders of Legal or Beneficial Interest in Franchisee; Governing Persons
- Attachment 5 – Electronic Funds Transfer Authorization
- Attachment 6 – State Franchise Agreement Addenda

Exhibit D – Telephone Number and Website URL Assignment Agreement
Exhibit H – Franchise Disclosure Questionnaire
Exhibit I – General Release (Sample Form)

ITEM 23
RECEIPTS

Our copy and your copy of the disclosure document Receipts are located on the last two pages of this disclosure document.

EXHIBIT A TO THE DISCLOSURE DOCUMENT
LIST OF STATE ADMINISTRATORS

California
Department of Financial Protection and Innovation
320 W. 4th Street, Suite 750
Los Angeles, California 90013
866-275-2677

Hawaii
Department of Commerce & Consumer Affairs
Business Registration Division
335 Merchant Street, Room 205
Honolulu, Hawaii 96813
808-586-2722

Illinois
Illinois Attorney General
500 South Second Street
Springfield, Illinois 62706
(217) 782-4465

Indiana
Indiana Secretary of State
Securities Division
302 West Washington Street, Room E-111
Indianapolis, Indiana 46204
317-232-6681

Maryland
Office of the Attorney General
Securities Division
200 St. Paul Place
Baltimore, Maryland 21202
410-576-6360

Michigan
Department of the Attorney General
Consumer Protection Division, Franchise Section
525 Ottawa Street
G. Mennen Williams Building, 6th Floor
Lansing, Michigan 48909
517-373-7117

Minnesota
Minnesota Department of Commerce
85 7th Place East, Suite 280
St. Paul, Minnesota 55101
651-539-1500

New York
NYS Department of Law
Investor Protection Bureau
28 Liberty Street, 21st Fl
New York, New York 10005
212-416-8222

North Dakota
Securities Commissioner
North Dakota Securities Department
600 East Boulevard Avenue
State Capitol, Fifth Floor, Dept. 414
Bismarck, ND 58505-0510
(701) 328-4712

Rhode Island
Department of Business Regulation
John O. Pastore Complex
1511 Pontiac Avenue , Bldg. 69-1
Cranston, Rhode Island 02920
401-462-9500

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

Virginia
State Corporation Commission
Division of Securities and Retail Franchising
1300 East Main Street, 9th Floor
Richmond, Virginia 23219
804-371-9051

Washington
Department of Financial Institutions
Securities Division
P.O. Box 41200
Olympia, Washington 98504
360-902-8760

Wisconsin
Division of Securities
Department of Financial Institutions
345 West Washington Avenue
Madison, Wisconsin 53703
608-261-9555

EXHIBIT B TO THE DISCLOSURE DOCUMENT
LIST OF STATE AGENTS FOR SERVICE OF PROCESS

California
Commissioner
Department of Financial Protection and Innovation
320 West 4th Street, Suite 750
Los Angeles, California 90013

Illinois
Franchise Bureau
Office of the Attorney General
500 South Second Street
Springfield, Illinois 62706

Indiana
Indiana Secretary of State
Securities Division
200 W. Washington Street, Room 201
Indianapolis, Indiana 46204

Maryland
Maryland Securities Commissioner
200 St. Paul Place
Baltimore, Maryland 21202

Michigan
Department of the Attorney General
Consumer Protection Division
G. Mennen Williams Building, 1st Floor
525 W. Ottawa Street
Lansing, Michigan 48913

Minnesota
Minnesota Department of Commerce
Commissioner of Commerce
85 7th Place East, Suite 280
St. Paul, Minnesota 55101

North Carolina
North Carolina Secretary of State
2 South Salisbury Street
Raleigh, North Carolina 27601

Virginia
Clerk of the State Corporation Commission
1300 East Main Street, 1st Floor
Richmond, Virginia 23219

Wisconsin
Administrator, Division of Securities
Department of Financial Institutions
201 West Washington Avenue, Suite 300
Madison, Wisconsin 53703

EXHIBIT C TO THE DISCLOSURE DOCUMENT
ACCELERATED SERVICES FRANCHISE, LLC
FRANCHISE AGREEMENT

ACCELERATED SERVICES FRANCHISE, LLC

FRANCHISE AGREEMENT

FRANCHISE AGREEMENT
SUMMARY PAGE

EFFECTIVE DATE:	______________________________
EXPIRATION DATE:	10th anniversary of the Effective Date
FRANCHISEE(S):	______________________________
TYPE OF BUSINESS ENTITY:	______________________________
FRANCHISE FEE:	Refer to Attachment 1
FRANCHISEE'S AUTHORIZED BUSINESS TRADE NAME(s):	☐ JUNK SHOT of ____________________
FRANCHISED BUSINESS OFFICE:	______________________________
TELEPHONE NUMBER:	______________________________
FACSIMILE NUMBER:	______________________________
E-MAIL ADDRESS:	______________________________
ROYALTY FEE:	Refer to Section 3 and Attachment 1
MINIMUM MONTHLY ROYALTY:	Refer to Section 3 and Attachment 1
LOCAL ADVERTISING FEE:	Refer to Section 11 and Attachment 1
BRAND DEVELOPMENT FEE CONTRIBUTION:	An amount specified by Franchisor, from time to time, but not to exceed 3% of Gross Revenue (refer to Section 11 and Attachment 1)
TECHNOLOGY FEE:	Refer to Section 11 and Attachment 1
TRANSFER OF INTEREST FEE:	$15,000 (refer to Section 18.2.8.)
	$1,500 for transfer from an individual franchisee to an entity controlled by the individual, but will be waived if transfer occurs during the first 12 months of this agreement
	$1,500 (among owners, non-controlling interest)
RENEWAL FEE:	$20,000
GRAND OPENING:	$15,000 to $21,000

____________________ Franchisor Initial

____________________ Franchisee Initial

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ATTACHMENTS:

ACCELERATED SERVICES FRANCHISE, LLC
FRANCHISE AGREEMENT

This Franchise Agreement entered into on the Effective Date by and between Accelerated Services Franchise, LLC, a Florida limited liability company, having its principal place of business at 2304 E Busch Blvd, Tampa, Florida 33612 ("**Franchisor**" or "**we**"), and the Franchisee identified in the Summary Page ("**Franchisee**" or "**you**").

WITNESSETH:

WHEREAS, Franchisor and its Affiliate have developed, and are in the process of further developing, a System identified by the service marks JUNK SHOT relating to the establishment and operation of a JUNK SHOT Junk Removal & Valet Trash franchised business, referred to as "**Franchised Business**"; and

WHEREAS, in addition to the service marks JUNK SHOT and certain other Marks, the distinguishing characteristics of the System include: uniform standards and procedures for efficient business operations; procedures and strategies for marketing, advertising and promotion; customer service and development techniques; other strategies and techniques; and Trade Secrets and other Confidential Information; and the Confidential Operations Manual; and

WHEREAS, Franchisor grants to qualified persons and business entities the right to own and operate an authorized brand Franchised Business using the System and the Marks, as indicated on the Summary Page; and

WHEREAS, Franchisee desires to operate a Franchised Business, as indicated on the Summary Page, has applied for the Franchise and such application has been approved by Franchisor in reliance upon all of the representations made herein and therein; and

WHEREAS, Franchisee understands and acknowledges the importance of Franchisor's high and uniform standards of quality, operations and service and the necessity of operating the Franchised Business in strict conformity with Franchisor's System.

NOW, THEREFORE, Franchisor and Franchisee, intending to be legally bound, agree as follows:

1. DEFINITIONS

Whenever used in this Agreement, the following words and terms have the following meanings:

"Affiliate" means any business entity that controls, is controlled by, or is under common control with Franchisor;

"Agreement" means this agreement entitled "Accelerated Services Franchise, LLC Franchise Agreement" and all instruments supplemental hereto or in amendment or confirmation hereof;

"Approved Supplier(s)" has the meaning given to such term in Section 13.1;

"Gross Revenue" means the entire amount of the sale price, whether for cash, credit, payment in kind (valued at fair market value), or otherwise, of all sales, including but not limited to the sale of any services or products from or in connection with the operation of the Franchised Business. No deductions shall be allowed from Gross Revenue except for the following: **(a)** sums collected by or on behalf of the Franchisee for any governmental authority on account of sales taxes, services taxes, or other taxes imposed directly upon the sale of goods or services (or both) from the Franchised Business, provided that the amount of any such tax has in fact been paid or otherwise accounted for by the Franchisee to the appropriate governmental authority; **(b)** the amount of any refund or credit given in respect of any services or products provided to a customer of the Franchised Business for which a refund of the whole or part of the purchase price is made, or for which a credit is given: as long as such refund or credit is given in accordance with our policies and procedures in relation to refunds set out in the Operations Manual; **(c)** amounts for uncollected or uncollectable credit accounts as long as such credit accounts are deemed uncollected or uncollectable in accordance with the our policies and procedures in relation to uncollected of Uncollectable credit accounts set out in the Operations Manual; and **(d)** amounts uncollected from a customer of the Franchised Business due to discount coupons that were approved for use in advance by us. No deduction shall be made for credit card processing fees, chargebacks, or transaction costs. Where the operation of the Franchised Business has been interrupted, all sales assumed to have been lost by the Franchisee by virtue of such interruption, being the basis upon which an insurer has paid business interruption insurance, shall also be included in the calculation of Gross Revenue in the **"Gross Revenue Reports,"** which has the meaning give to such term in Section 12.2. All barter and exchange transactions for which Franchisee furnishes services or products in exchange for goods or services to be provided by the vendor, supplier, or customer will be valued at the full retail value of the membership bartered in exchange for the goods or services provided to Franchisee. Gross Revenue also includes the proceeds of any business interruption insurance paid to Franchisee. Gross Revenue also includes any payments Franchisee receives from vendors;

"Competitive Business" means any business that offers or provides (or grants franchises or licenses to others to operate a business that offers or provides) Competitive Services; provided, however, that the term "Competitive Business" shall not apply to **(a)** any business operated by Franchisee under a Franchise Agreement with Franchisor, or **(b)** any business operated by a publicly-held entity in which Franchisee owns less than a five percent (5%) legal or beneficial interest;

"Competitive Services" means residential and commercial bulk trash removal and hauling services and/or a doorstep trash removal valet service for multi-family residential properties, moving services, delivery services, or other services the same as or similar to those provided by JUNK SHOT Businesses or in which Trade Secrets or other Confidential Information could be used to the disadvantage of Franchisor, any Affiliate or its other franchisees.

"Confidential Information" means technical and non-technical information used in or related to JUNK SHOT and DOORSTEP DETAILS Franchised Business and not commonly known by or available to the public, including, without limitation, the Customer List, Trade Secrets, methods and products, customer services techniques and other techniques and methodologies not generally known to the industry or public, and any other information identified or labeled as confidential when delivered by Franchisor. Confidential Information specifically includes but is not limited to all data collected through the JUNK SHOT 360 mobile app. Confidential Information shall not include, however, any information that: **(a)** is now or subsequently becomes generally available to the public through no fault of Franchisee; **(b)** Franchisee can demonstrate was rightfully in its possession, without obligation of nondisclosure, prior to disclosure pursuant to this Agreement; **(c)** is independently developed without the use of any Confidential Information; or **(d)** is rightfully obtained from a third party who has the right, without obligation of nondisclosure, to transfer or disclose such information;

"Confidential Operations Manual" means the JUNK SHOT Junk Removal & Valet Trash Confidential Operations Manual, whether in paper or electronic form, and any other items as may be provided, added to, changed, modified or otherwise revised by Franchisor from time to time that contain or describe the standards, methods, procedures, and specifications of the System, including other operations, administration and managers' manuals and all books, computer programs, password-protected portions of an Internet site, pamphlets, memoranda, and other publications prepared by, or on behalf of, Franchisor;

"Cooperative Advertising" means the combined advertising program of two (2) or more franchisees established within a common market that Franchisor may require for the Franchised Business within a particular region;

"Designated Manager" means the individual designated by Franchisee as having primary responsibility for managing the day-to-day affairs of the Franchised Business;

“Effective Date” means the date on which Franchisor and Franchisee fully execute this Agreement, thereby commencing its effectiveness and term, OR the date in which your Business begins operating, whichever is sooner;

“Electronic Depository Transfer Account” means an account established at a national banking institution approved by Franchisor and providing Franchisor with access to electronically withdraw any funds due Franchisor via ACH or other electronic means at Franchisor's sole discretion;

“Franchise” means the right granted to Franchisee by Franchisor to use the System and the Marks;

“Franchise Fee” has the meaning given to such term in Section 3.1;

“Franchised Business” means the JUNK SHOT and/or DOORSTEP DETAILS business(es) to be established and operated by Franchisee pursuant to this Agreement, as indicated on the Summary Page;

“Franchised Business Office” means the site for the operation of the Franchised Business;

“Franchised Business Storage” means an area designated by Franchisee for the storage of the service tools and equipment of the Franchised Business; such area may be located on-site (at the same site as the Franchised Business Office) or off-site within a leased storage unit;

“Franchisee” means the individual or entity defined as “Franchisee” in the introductory paragraph of this Agreement;

“Franchisor” means Accelerated Services Franchise, LLC;

“Franchisor Indemnities” has the meaning given to such term in Section 21.3;

“GAAP” or “**GAAS**” means the generally accepted accounting principles, standards, conventions and rules accountants follow in recording and summarizing transactions, and in the preparation of financial statements;

“Incapacity” means the inability of Franchisee, or any holder of a legal or beneficial interest in Franchisee, to operate or oversee the operation of the Franchised Business on a regular basis by reason of any continuing physical, mental or emotional condition, chemical dependency or other limitation;

“Internet” means any one or more local or global interactive communications media that is now available, or that may become available, including sites and domain names on the World Wide Web;

“Internet Advertising Program” has the meaning given to such term in Section 11.4;

“Local Advertising” has the meaning given to such term in Section 11.1;

“Brand Development Fee” has the meaning given to such term in Section 11.2;

“Marks” means the service mark JUNK SHOT and such other trade names, trademarks, service marks, trade dress, designs, graphics, logos, emblems, insignia, fascia, slogans, drawings, and other commercial symbols as Franchisor may designate to be used in connection with Franchised Business;

“Minimum Monthly Royalty” has the meaning given to such term in Section 3.3;

“**National Account**” has the meaning given to such term in Section 2.4.5;

“Royalty Fee” has the meaning given to such term in Section 3.2;

“System” means the uniform standards, methods, procedures and specifications developed by Franchisor and as may be added to, changed, modified, withdrawn, or otherwise revised by Franchisor for the operation of JUNK SHOT Franchised Businesses; and

“Technology Fee” has the meaning given to such term in Section 11.4;

"Trade Secrets" means information in any form (including, but not limited to, technical or non-technical data, formulas, patterns, compilations, programs, devices, methods, techniques, drawings, processes, financial data, financial plans, marketing plans, client information, product plans, passwords, lists of actual or potential customers or suppliers) related to or used in JUNK SHOT and DOORSTEP DETAILS Franchised Businesses that is not commonly known by or available to the public and that information: **(a)** derives economic value, actual or potential, from not being generally known to, and not being readily ascertained by proper means by, other persons who can obtain economic value from its disclosure or use; and **(b)** is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

"**Transfer**" as a verb means to sell, assign, give away, transfer, pledge, mortgage, or encumber either voluntarily or by operation of law (such as through divorce or bankruptcy proceedings) any interest in this Agreement, the License, the Franchised Business, substantially all the assets of the Franchised Business, or in the ownership of the franchisee (if you are an Entity). "Transfer" as a noun means any such sale, assignment, gift, transfer, pledge, mortgage or encumbrance.

2. GRANT OF FRANCHISE; APPROVED LOCATION

2.1. Grant

Franchisor hereby grants to Franchisee, and Franchisee undertakes and accepts, upon the terms and conditions herein contained, a revocable, limited, and non-exclusive license to operate one (1) Franchised Business using the System, and only the authorized brand and associated Marks specified on the Summary Page.

2.1.1 Franchisor further reserves the right, to enter into agreements with specific regional or national commercial customers in order to establish a National Account, in any area, including in your Territory. If Franchisor establishes a National Account in your Territory, Franchisee shall service the National Account under the same terms, pricing, and provisions negotiated for the National Account. Under certain circumstances if Franchisor determines in its sole discretion that Franchisee is not capable of servicing the National Account, or if the volume of services exceed demand at the time, Franchisor may in its sole discretion authorize other franchisees or other qualified third-parties to provide the services. Franchisee shall not be entitled to any compensation or "finder's fees" for National Account services performed by others within the Territory. See Article 13 of this Agreement for more information on the National Accounts Program.

2.2. Franchised Business Office

2.2.1. Franchisee's authorized non-exclusive territory ("**Territory**") is described, or if not yet identified as of the Effective Date, will be described on Attachment 1 ("**Key Terms**"). If not yet identified, Franchisee's territory shall include a minimum population of 250,000. Boundary and boundary line references refer to the center point of such boundary lines unless otherwise stated above. When a boundary line continues until it reaches another boundary line, this means that the center point of the first boundary line continues to the center point of the next boundary line.

2.2.2. The street address of the approved location for the Franchised Business is described, or if not yet identified as of the Effective Date, is described on Attachment 1. Franchisee must secure an approved commercial warehouse or storage location meeting Franchisor's specifications within 90 days of the Effective Date.

2.2.3 Franchisee must only operate the approved Junk Shot Business from the approved location and no other business.

2.3. Sub-franchising/Agents

Franchisee shall not sublicense or attempt to sublicense the use of the System or Marks to any person or entity. Except as permitted in Section 18, Franchisee shall not grant any person or entity the right to perform any part of Franchisee's rights or obligations licensed hereunder.

2.4. Non-Exclusive License

2.4.1. You are not permitted to locate in or market in another territory, except as to group, cooperative, regional, or other marketing which we approve. However, we and our franchisees are allowed to service customers anywhere.

2.4.2. 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.

2.4.3. We reserve the right to use other channels of distribution, including the internet, to solicit and accept orders from consumers inside your territory using our principal trademarks.

2.4.4. You may not solicit orders from consumers outside your territory but you may accept orders from consumers outside your territory without our prior written consent, which may be withheld for any reason.

2.4.5. We reserve the exclusive right, but not the obligation, to negotiate directly or through an authorized third party (including, another franchisee) with national clients for the provision of goods and services by all System franchisees,

(a) to advertise, solicit and enter into group accounts for a specific commercial customer with multiple locations within a designated area ("**National Accounts**") which may be located in an area, including in Franchisee's Territory. Franchisee agrees to service such National Accounts in its Territory as Franchisor may identify from time to time, upon the terms applicable thereto (including, without limitation, the provision of certain insurance and other products and services, the offer of services at prices not to exceed the maximum prices stated and the payment by the Franchisee of any applicable fees or similar payments); and

(b) further, in the event **(i)** Franchisee refuses or, in the sole judgement of Franchisor, is not qualified, interested or available to perform services or otherwise cannot or does not perform services for any National Account customer located within the Territory, or **(ii)** Franchisee requests assistance in the performance of National Account services, or **(iii)** a National Account customer, orally or in writing, specifically requests services within the Territory from a different franchisee or any other third party, Franchisor has the right to authorize ourselves, another franchisee, designate or authorize a Franchisor or its affiliate's employee, Franchisor's affiliate, or any other third party to perform services for or sell products to said National Account customers inside the Territory.

2.4.6. You acknowledge that it is common to receive a request for proposal, or RFP, from a client inside your current Territory, that may include accounts in abutting or otherwise another franchisee's territory and on the flipside another franchisee may receive a request for proposal in your Territory for valet trash service. Therefore, if you sell a valet trash contract outside of your approved Territory and choose not to purchase that territory to service the contract, you expressly agree and we reserve the right to service the contract. In the event this happens, we will pay you a referral fee equal to 1 month of the contract's invoice. You further acknowledge and expressly agree that if another abutting franchisee secures a contract inside your Territory, you are obligated to pay the other franchisee a referral fee equal to 1 month of contract's invoice. The payment of this fee must be made 30 days after the first payment for services is received. You acknowledge that the franchisee who benefits from the account sold inside their territory must pay this one-time referral fee, to the franchisee who signs the RFP. Failure by Franchisee to comply with the terms required herein in this Section 2.4.6. of the Agreement, shall constitute default under this Agreement, and Franchisor, in its sole discretion may terminate the Franchise Agreement.

2.4.7 <u>Encroachment Fee</u>. If you accept clients outside of your Territory, and if that area is another franchisee's territory in violation of Section 2.4.6 above, you must pay us and the franchisee the Encroachment Fee of $1,000 per job performed and 50% of revenue generated from such sale to the franchisee whose territory in which the sale was made. Franchisor reserves the right to withdraw such fees directly from Franchisee's Electronic Depository Transfer Account.

3. FEES

3.1. Franchise Fee

Upon execution of this Agreement, Franchisee shall pay a fee ("**Franchise Fee**") to Franchisor in the amount stated on Attachment 1. We will not require you to purchase a Territory with more than 250,000 in population, although we may give you the option to purchase additional territories consisting of a minimum of 250,000 in population. If you and we agree that you may purchase one or more additional Territories, the franchise fee for additional territories is our then-current fee for additional territories. You must execute our then-current franchise agreement (which may contain materially different terms, including higher royalty or marketing fees) for each additional territory purchased. The Franchise Fee is deemed fully earned by us upon payment and is non-refundable.

The Franchise Fee retained shall be specifically understood and agreed by the parties to be in consideration of the services provided, time expended, work performed, and other efforts of the Franchisor up to the date of Franchisee's failure to timely commence operations of the Franchised Business and shall not be construed as nor considered to be a penalty.

3.2. Royalty Fee

3.2.1. In Territory Royalty Fee: On or before 5:00 PM EST on the last Thursday of each month (unless this day is a weekend or holiday, then on the business day before), Franchisee shall pay to Franchisor without offset, credit, or deduction of any nature, a fee ("**Royalty Fee**") in the amount stated on Attachment 1. Each Royalty Fee payment shall accompany a Gross Revenue Report, as required by Section 12.2, for the same period. Franchisee shall not withhold Royalty Fees on the grounds of an alleged non-performance by us. The Franchisor requires Franchisee to pay Royalty Fees through electronic transfer as set forth in Section 3.7, which shall be submitted to Franchisor through a method that Franchisor approves.

3.2.2. Out of Territory Royalty Fee: To the extent Franchisee generates Gross Revenue from customers or services outside of the Territory (whether such activity is authorized or unauthorized), If Franchisor approves Franchisee to provide services outside of the granted Territory, Franchisee will pay a Royalty Fee as described in Attachment 1, in the same manner as stated in Section 3.2.1 above. The acceptance of any Out-of-Territory Royalty Fee by Franchisor shall not be deemed a waiver of Franchisor's right to demand that Franchisee cease operations outside of its designated Territory.

3.3. Minimum Monthly Royalty Fee

3.3.1. At the end of each month of operations of the Franchised Business, you shall pay us the greater of the percentage-based Royalty Fee or minimum monthly royalty fee ("**Minimum Monthly Royalty**") as described in Attachment 1. If we determine that amount paid in Royalty Fee is less than the Minimum Monthly Royalty amount, then Franchisee shall pay to Franchisor the difference between the annual aggregate Royalty Fee paid each month and the respective Minimum Monthly Royalty Fee on or before the 15th day of the month immediately following the month that reflects the shortfall. Payment of the Minimum Monthly Royalty is a requirement for maintaining the Franchise Agreement in good standing, and any failure to meet the Minimum Monthly Royalty may, at Franchisor's option, result in a loss of territory exclusivity or termination of this Agreement.

3.4. Other Operational and Miscellaneous Fees

During the term of the Agreement, other operational and/or miscellaneous fees apply to the Franchised Business. As applicable, Franchisee shall pay such other fees in the amount as described in Attachment 1. Unless otherwise instructed by Franchisor or Attachment 1, Franchisee shall pay each fee in the same manner as the Royalty Fee.

3.5. Reserved.

3.6. Taxes

Franchisee shall pay to Franchisor an amount equal to all sales taxes, excise taxes, use taxes, withholding taxes and similar taxes imposed on the fees payable by Franchisee to Franchisor hereunder and on services or goods furnished to Franchisee by Franchisor at the same time as Franchisee remits such fees to Franchisor, whether such services or goods are furnished by sale, lease or otherwise, unless the tax is an income tax assessed on Franchisor for doing business in the state where the Franchised Business is located.

3.7. Electronic Transfer

Franchisor currently requires all Royalty Fees, Brand Development Fees, Technology Fees, amounts due for purchases by Franchisee from Franchisor, and other amounts due to Franchisor to be paid through an Electronic Depository Transfer Authorization (see Attachment 5). Franchisee shall open and maintain a single bank account for all its Franchised Business, and none other without Franchisor's written consent, and shall provide Franchisor with continuous access via electronic transfer to such account for the purpose of receiving any payments due to Franchisor. Franchisee shall make deposits to the account sufficient to cover amounts owed to Franchisor prior to the date such amounts are due. Franchisee shall execute any documents Franchisor's or Franchisee's bank requires to establish and implement the Electronic Depository Transfer Account. Once established, Franchisee shall not close the Electronic Depository Transfer Account without Franchisor's written consent. Franchisor reserves the right to designate another method of payment by provide 30-days' written notice to Franchisee.

3.8. Interest Charges

All Royalty Fees, Brand Development Fees, Technology Fees, and any other amounts not received by Franchisor on the due date, will be subject to interest charges equal to 18% per annum or the highest rate allowed by applicable state law. Interest will begin to accrue from the date payment was due, but not received, or date of underpayment, until payment is received in full. The imposition of interest does not constitute a waiver of Franchisor's right to declare a default. Franchisee shall pay Franchisor for all costs incurred by Franchisor in the collection of any unpaid and past due amounts, including reasonable collection or attorney fees.

3.9. Application of Payments

Notwithstanding any designation by Franchisee, Franchisor shall have the right to apply any payments by Franchisee to any past due indebtedness of Franchisee for Royalty Fees, Brand Development Fees, Technology Fees, purchases from Franchisor, or any other amount owed to Franchisor in any proportion or priority.

3.10. Default Fee

If Franchisee is in default under this Agreement, at Franchisor's discretion, and without waiver of any of Franchisor's rights under this Agreement, Franchisor may impose a fee ("Default Fee") in an amount up to $1,500 per event of default. Franchisee must pay the Default Fee within 3 days of Franchisor's demand. Each late payment may be subject to a separate administrative late fee in addition to interest.

3.11 Interview Appointment Setting Program

If your Franchised Business needs to hire or replace an employee or Porter, Franchisor retains the right to charge you an Interview Appointment Setting Program fee. as specified in Attachment 1 of this Agreement. The Interview Appointment Setting Program fee for JUNKSHOT includes a Confirmed Scheduled Interview Fee, Placement Fee, and optional Setup Fee in the amount specified in Attachment 1. The Interview Appointment Setting Program fee valet trash service includes Trash Porter Screening Fee and optional Setup Fee in the amount as specified in Attachment 1. Currently, this program is optional, however, as volume increases, you acknowledge and agree that you are required to use Franchisor's services for Confirmed Scheduled Interview, Placement and Trash Porter Screening; however, the Setup Fee is optional

If you use these services for the setup of the job posting, the job post portal and content fees must be paid to us as specified in Attachment 1 of this Agreement. All payments pursuant to this Section 3.11 shall be made promptly on demand. Franchisee expressly acknowledges and agrees that neither party shall be deemed a joint employer of the other's employees.

Franchisee expressly agrees to indemnify the Franchisor from and against claims made by the Franchisee's employee that Franchisee's employee is co-employed by the Franchisor. The Interview Appointment Setting Program assists to schedule appointments; however, Franchisee is solely responsible for all hiring, firing, and disciplinary decisions of its employees and shall indemnify Franchisor of any and all liabilities claims, or actions arising out of or relating to franchisee's employee and its employment, termination or disciplinary actions, or as a result of employment with the Franchisee.

3.12 Late Fees

Acceptance of late payments shall not constitute an agreement by Franchisor to accept any payments after the due date or a commitment by Franchisor to extend credit to or otherwise finance Franchisee nor will it release franchisee of its obligations under the terms of the Franchise Agreement, including the late payment constituting default of the Franchise Agreement.

4. TERM AND RENEWAL

4.1. Initial Term

This Agreement shall begin on the Effective Date stated on the Summary Page, and shall expire at midnight on the day preceding the tenth (10th) anniversary date of the Effective Date, unless sooner terminated pursuant to Section 16. Franchisee acknowledges that there is no automatic right to a successor term and that such right is strictly contingent upon the satisfaction of all conditions in Section 4.2.

4.2. Successor Term

Subject to the conditions below, Franchisee has the right to obtain a successor franchise at the expiration of the term of this Agreement by entering into a new then-current Franchise Agreement with Franchisor. Franchisee's right to a successor franchise is limited to one (1) additional 10-year term, and two (2) successive terms of five years each. Your failure to exercise the first renewal right will serve as a waiver of all other renewal rights. To qualify for a successor franchise, each of the following pre-conditions shall have been fulfilled and remain true as of the last day of the term of this Agreement:

4.2.1. Franchisee has, during the entire term of this Agreement, substantially complied with all material provisions of this Agreement;

4.2.2. Franchisee has updated and refurbished the Franchised Business Office, service vehicle, and equipment, to reflect Franchisor's then-current standards and specifications applicable to new franchisees;

4.2.3. Franchisee has satisfied all monetary obligations owed by Franchisee to Franchisor (or any Affiliate), and has timely met these obligations throughout the term of this Agreement;

4.2.4. Franchisee is not in default of any provision of this Agreement or any other agreement between Franchisee and Franchisor;

4.2.5. Franchisee has given written notice of its intent to operate a successor franchise to Franchisor not less than nine months nor more than twelve months prior to the end of the term of this Agreement (However, if Franchisee have not notified the Franchisor within 15 days after the renewal deadline has passed, the Franchisor reserves the right to terminate this agreement.);

4.2.6. Franchisee has executed Franchisor's then-current form of Franchise Agreement (or has executed other documents at Franchisor's election that modify this Agreement to reflect the fact that the Franchise Agreement relates to the grant of a successor franchise), which the then-current Franchise Agreement shall supersede this Agreement in all respects, and the terms of which may differ from the terms of this Agreement by requiring, among other things, a different percentage Royalty Fee, or Brand Development Fee; provided, however, that Franchisee shall not be required to pay the then-current Franchise Fee. Franchisee will pay the renewal fee in the amount stated in the Summary Page. If Franchisee signs the then-current renewal Franchise Agreement after this Agreement expires, then Franchisee shall pay to Franchisor a late renewal fee of $1,500, in addition to all other renewal fees and expenses, to cover Franchisor's additional expenses related to the late renewal;

4.2.7. Franchisee has complied with Franchisor's then-current qualifications for a new franchisee and has agreed to comply with any training requirements; and

4.2.8. Franchisee has executed a general release, in a form prescribed by Franchisor, of any and all claims against Franchisor, any Affiliate and against their officers, directors, shareholders, managers, members, partners, owners, employees, and agents (in their corporate and individual capacities), except to the extent prohibited by the laws of the state where the Franchised Business is located, Franchisee shall give the maximum release allowed by law.

4.3. Operation after Expiration of Term/Holdover Fee

If the Franchisee does not enter into an agreement for a successor term (pursuant to Section 4.2 above) prior to the expiration of this Agreement and continues to accept the benefits of this Agreement after the expiration of this Agreement, then at the sole option of the Franchisor, this Agreement may be treated as (i) expired as of the date of expiration of this Agreement and subsequently the former Franchisee is operating without a license to do so, in violation of Franchisor's rights; or (ii) to be holding over. In such event, the terms of this Agreement will govern the parties' relationship, provided that: (a) either party may terminate the relationship at any time during the holdover period, for any reason or for no reason, by delivering to the other party written notice of termination; and (b) the Royalty Fees due and payable during such holdover period shall be 150% of the Royalty Fees due and payable under this Agreement. Continued operation during a holdover period does not constitute a renewal or an extension of the term.

5. FRANCHISED BUSINESS OFFICE AND STORAGE

5.1. Franchised Business Office

The Franchised Business Office shall be located within either commercial warehouse or storage facility. Franchisee may only operate the Franchised Business from Franchisee's residence for a maximum of 90 days from the Effective Date and must find a permanent Franchisor-approved Franchised Business Office, pursuant to Section 5.3 below, except the Franchisee may conduct administrative activities such as responding to e-mails from their home office. The permanent Franchised Business Office location must be located in the Territory as further defined on the Summary Page to this agreement, unless otherwise expressly approved by the Franchisor. The service tools and equipment for the Franchised Business shall be stored at the Franchised Business Office. Franchisee shall manage and administer the Franchised Business from the Franchised Business Office, and shall maintain the books and records of the Franchised Business at the Franchised Business Office.

5.1.1 Franchisee must present to Franchisor for Franchisor approval any lease for the Franchised Business based on the lease satisfying the requirements in this Section. Franchisee must cause the landlord to sign the Lease Rider that is attached to this Agreement as Attachment 7. The Lease Rider includes important provisions that protect Franchisor interests. If the landlord refuses to sign the Lease Rider in the form attached to this Agreement, we may reject your proposed location.

5.2. Storage Space

If there is insufficient storage space on-site at the location of the Franchised Business Office to store the Franchised Business' service tools and equipment, then Franchisee may be permitted to store the same off-site within a leased storage unit, provided that Franchisee informs Franchisor in writing of the location of the storage unit. The storage unit may not display any signage reflecting the Marks.

5.3. Development of Franchised Business Office and Storage

Franchisor shall make available to Franchisee, at no charge to Franchisee, Franchisor's then-current information or specifications for the Franchised Business Office, service vehicle, service tools and equipment and other equipment and supplies necessary for the establishment and development of a Franchised Business. Franchisor shall have the right to approve or deny Franchisee's choice for Franchised Business Office, and Franchisee is responsible for obtaining an approved site within 90 days of the Effective Date of the Franchise Agreement. Franchisor will use reasonable efforts to approve or disapprove the proposed site within 30 days after receipt of Franchisee's request. Franchisor will provide its decision in writing. As set forth in Section 5.1, Franchisee may operate the Franchised Business Office from within Franchisee's or its Designated Manager's principal residence for a maximum of 90 days except the Franchisee may continue to perform administrative services, such as responding to e-mails from residence at their discretion. Within ninety (90) days after the Effective Date, Franchisee shall have **(a)** established the Franchised Business Office, **(b)** acquired and set-up all required office equipment including broadband or high-speed Internet service, **(c)** acquired and set up at least one telephone number and one facsimile number dedicated to the Franchised Business, **(d)** acquired a service vehicle meeting Franchisor's then-current specifications, and have it customized, wrapped, lettered in accordance with Franchisor's specifications, and if applicable, installation of Franchisor's designated GPS device, **(e)** acquired the service tools and equipment required for the operation of the Franchised Business, and **(f)** if necessary, secured off-site storage space for tools and equipment. If Franchisee is diligently attempting to meet these requirements within the 90-day period, but circumstances outside of Franchisee's control prevent Franchisee from meeting the deadline, Franchisor may, at its sole discretion, give Franchisee extra time (not to exceed an additional 60 days) to meet these requirements.

5.4. Failure to Develop Franchised Business Office and Storage

If Franchisee fails to meet its Franchised Business Office development obligations within ninety (90) days of the Effective Date, as described in Section 5.3, above, Franchisor has the right to terminate this Agreement. If this Agreement is terminated pursuant to this Section 5.4, Franchisor shall retain the entire Franchise Fee paid by Franchisee. The Franchise Fee retained shall be specifically understood and agreed by the parties to be in consideration of the services provided, time expended, work performed, and other efforts of Franchisor up to the date of Franchisee's failure to timely commence operations of the Franchised Business and shall not nor should it be construed as a penalty.

5.5. <u>Opening</u>

5.5.1. Within one hundred fifty (150) days after the Effective Date, but before commencing business operations, Franchisee must:

5.5.1.1. Fulfill all of the obligations of Franchisee pursuant to the other provisions of this Section 5;

5.5.1.2. Furnish Franchisor with copies of all insurance policies required by this Agreement, or by the lease, or such other evidence of insurance coverage and payment of premiums as Franchisor may request;

5.5.1.3. Complete initial training to the satisfaction of Franchisor;

5.5.1.4. Hire and train the personnel necessary or required for the operation of the Franchised Business;

5.5.1.5. Research and obtain all necessary permits and licenses, including any zoning permits needed to operate the Franchised Business Office;

5.5.1.6. Each share certificate (or other certificate reflecting an ownership interest) shall have conspicuously endorsed on it a statement, in a form satisfactory to Franchisor, that the certificate is held subject to the transfer restrictions contained in the Franchise Agreement;

5.5.1.7. Pay in full all amounts due to Franchisor; and

5.5.1.8. Purchase all the required equipment, including (if applicable) complete customization of your vehicles according to the System.

5.5.2. Franchisee shall comply with these conditions and be prepared to open and continuously operate the Franchised Business within one hundred fifty (150) days after the Effective Date. Time is of the essence. Franchisee shall not commence operations, however, until Franchisor has delivered written permission; Franchisor shall not unreasonably withhold permission to begin operations. Permission to open shall be based on Franchisor's determination that Franchisee is ready to open and satisfactorily prepared to operate the Franchised Business.

5.6. Failure to Open

If Franchisee fails to commence operation of the Franchised Business within one hundred fifty (150) days after the Effective Date pursuant to Section 5.5 above, Franchisor has the right to terminate this Agreement. If this Agreement is terminated pursuant to this Section 5.6, Franchisor shall retain the entire Franchise Fee paid by Franchisee. The Franchise Fee retained shall be specifically understood and agreed by the parties to be in consideration of the services provided, time expended, work performed, and other efforts of Franchisor up to the date of Franchisee's failure to timely commence operations of the Franchised Business and shall not be construed as nor considered to be a penalty.

5.7. Relocation

Franchisee shall not relocate the Franchised Business Office or storage facility without the prior written consent of Franchisor. Any such relocation shall be at Franchisee's sole expense, and shall proceed in accordance with the requirements set forth in Sections 5.1 through 5.6. If Franchisee loses the right to possess the Franchised Business Office and the parties do not agree upon a substitute site within ninety (90) days after such event, this Agreement shall terminate as provided in Section 16.2.1.1.

5.8. ADA Certification

If Franchisee maintains an Office that is open to the public, then at its sole expense, Franchisee shall furnish evidence satisfactory to Franchisor that the Franchise Business Office is designed, constructed, and altered in compliance, at all times, with the requirements of the Americans With Disabilities Act of 1990, the regulations now or hereafter adopted pursuant thereto, and any and all applicable state or local laws, statutes, ordinances, rules and regulations concerning public accommodations for disabled persons now or hereafter in effect. Franchisee shall indemnify, defend, and hold harmless the Franchisor from and against any and all claims, judgments, damages, penalties, fines, costs, liabilities and losses (including, without limitation, reasonable attorney's fees and disbursements) arising from Franchisee's failure to comply with this obligation.

5.9 BY VIRTUE OF COMMENCING OPERATIONS OF YOUR FRANCHISED BUSINESS, FRANCHISEE ACKNOWLEDGES THAT FRANCHISOR HAS FULFILLED ALL OF ITS OBLIGATIONS TO YOU THAT FRANCHISOR IS REQUIRED TO FULFILL PRIOR TO THE OPENING OF YOUR JUNK SHOT JUNK REMOVAL AND VALET TRASH BUSINESS.

6. PROPRIETARY MARKS

6.1. Ownership

6.1.1. Franchisor represents that applications for registration of certain of the Marks have been filed with the appropriate authorities. Franchisee acknowledges that Franchisor has not made any representation or warranty to the effect that the Marks which have not been registered shall be registered or are able to be registered therein, and the failure to obtain registrations of any of the Marks shall not be deemed to be a breach of the terms of this Agreement by Franchisor. Moreover, Franchisee shall cooperate with Franchisor and its representatives, at Franchisor's expense, in the prosecution of any applications or registrations of any Marks which have been filed with the appropriate authorities. Franchisor undertakes to keep Franchisee informed of the progress in obtaining registration of the Marks, and any delay or inability to register any Mark shall not constitute a breach of this Agreement.

6.1.2. Franchisee's right to use the Marks is derived solely from this Agreement, is exclusive and is limited to the conduct of business by Franchisee according to, and in compliance with, this Agreement and all applicable standards, specifications and operating procedures prescribed from time to time by Franchisor. Any unauthorized use of the Marks by Franchisee is a breach of this Agreement and an infringement of the rights of Franchisor in and to the Marks. Franchisee's use of the Marks, and any goodwill created thereby, shall inure to the benefit of Franchisor. Franchisee shall not at any time acquire an ownership interest in the Marks by virtue of any use it may make of the Marks. This Agreement does not confer any goodwill, title or interest in the Marks to Franchisee. Franchisee shall not, at any time during the term of this Agreement or after its termination or expiration, contest the validity or ownership of any of the Marks or assist any other person in contesting the validity or ownership of any of the Marks.

6.2. Limitations on Use

Franchisee shall not use any Mark or portion of any Mark as part of any business entity name. Franchisee shall not use any Mark in connection with the sale of any unauthorized product or service or in any other manner not expressly authorized in writing by Franchisor. Franchisee shall give such notices of trademark and service mark registrations as Franchisor specifies and obtain such fictitious or assumed name registrations as may be required under applicable law to do business as a Franchised Business.

Franchisee shall not register or seek to register as a trademark or service mark, either with the United States Patent and Trademark Office or any state or foreign country, any of the Marks or a trademark or service mark that is confusingly similar to any Mark licensed to Franchisee. Franchisee shall include on its letterhead, forms, cards and other such identification, a prominent notice stating that the Franchised Business is an "Independently Owned and Operated Franchise" of Franchisor.

6.3. Notification of Infringements and Claims

Franchisee shall immediately notify Franchisor of any infringement of the Marks or challenge to its use of any of the Marks or claim by any person of any rights in any of the Marks. Franchisee shall not communicate with any person other than Franchisor and Franchisor's counsel in connection with any such infringement, challenge or claim; provided, however, Franchisee may communicate with Franchisee's counsel at Franchisee's expense. Franchisor has the right to take such action as it deems appropriate and the right to exclusively control any litigation or other proceeding arising out of any infringement, challenge, or claim or otherwise relating to any of the Marks. Franchisee shall execute any and all instruments and documents, render such assistance, and do such acts and things as may, in the opinion of Franchisor's counsel, are necessary or advisable to protect and maintain Franchisor's interests in any such litigation or other proceeding or to otherwise protect and maintain Franchisor's interest in the Marks.

6.4. Indemnification for Use of Marks

Franchisor shall reimburse Franchisee for all expenses reasonably incurred by Franchisee in any trademark or similar proceeding disputing Franchisee's authorized use of any Mark, provided that

Franchisee has complied with the provisions of Section 6.3 and has complied with this Agreement and Franchisor's directions in responding to such proceeding. At Franchisor's option, Franchisor or its designee may defend and control the defense of any proceeding arising directly from Franchisee's use of any Mark. This indemnification shall not include the expense to Franchisee of removing signage or discontinuance of the use of the Marks. This indemnification shall not apply to litigation between Franchisor and Franchisee wherein Franchisee's use of the Marks is disputed or challenged by Franchisor. This indemnification shall not apply to any separate legal fees or costs incurred by Franchisee in seeking independent counsel separate from the counsel representing Franchisor and Franchisee in the event of litigation disputing Franchisor and Franchisee's use of the Marks.

6.5. Discontinuance of Use

If Franchisor deems it necessary for Franchisee to modify or discontinue use of any of the Marks, and/or use one or more additional or substitute trade names, trademarks, service marks or other commercial symbols, Franchisee shall comply with Franchisor's directions within ten (10) business days after notice to Franchisee by Franchisor and subject to the limitations in Section 10.2. Franchisor shall not be required to reimburse Franchisee for its expenses in modifying or discontinuing the use of a Mark or any loss of goodwill associated with any modified or discontinued Mark or for any expenditures made by Franchisee to promote a modified or substitute Mark.

6.6. Right to Inspect

To preserve the validity and integrity of the Marks and any copyrighted materials licensed hereunder, and to ensure that Franchisee is properly employing the Marks in the operation of the Franchised Business and operating in compliance with our system and standards, Franchisor reserves the right to inspect the Franchised Business Office and Storage and to visit and inspect any jobsite. This will be done through reasonable terms and will not permit Franchisor to enter other portions of Franchisee's unless granted permission by Franchisee.

6.7. Franchisor's Sole Right to Domain Name

Franchisee shall not advertise on the Internet using, or establish, create or operate an Internet site or website using a domain name or uniform resource locator containing, the Marks or the words "JUNK SHOT" or "DOORSTEP DETAILS," or any variation thereof without Franchisor's written approval. Franchisor is the sole owner of a right, title and interest in and to such domain names as Franchisor shall designate in the Confidential Operations Manual.

6.8. Information System and Technologies

Franchisor may designate the information system used in Franchisee's JUNK SHOT franchise, including the computer hardware, software, other equipment and enhancements (the "Information System"). In such event, in connection with the approved Information System, Franchisee agrees to the provisions set forth below. If Franchisee suspects or know of a security breach, Franchisee must immediately give notice of such security breach and promptly identify and remediate the source of any compromise of security breach at your expense.

Franchisee shall be solely responsible for protecting itself from disruptions, Internet access failures, Internet content failures, and attacks by hackers and other unauthorized intruders and Franchisee waives any and all claims Franchisee may have against the Franchisor or its affiliates as the direct or indirect result of such disruptions, failures, or attacks. Franchisee assumes all responsibility for providing all notices of breach or compromise and all duties to monitor credit histories and transactions concerning customers of the JUNK SHOT franchise, unless otherwise directed by the Franchisor.

Franchisee hereby releases and agrees to hold the Franchisor and its affiliates, and Franchisor's respective officers and directors, harmless from and against any and all claims, liability, damages, or causes of action of any nature arising from, or in connection with, the installation, maintenance, or operation of the information system and its billing and payment processing, except to the extent arising from such party's gross negligence or intentional acts.

6.9. Ownership of Information

All of the information Franchisor or its affiliates obtain from Franchisee or about Franchisee's Franchised Business, and all information in Franchisee's records or Franchisors concerning the members of Franchisee's Franchised Business (the "Information") and all revenues we derive from the Information will be our property. However, Franchisee may at any time during the term of this Agreement use in the operation of Franchisee's Franchised Business (but for no other purpose), to the extent lawful and at Franchisee's sole risk and responsibility, any information that Franchisee acquire from third parties in operating Franchisee's Franchised Business, such as customer data. The Information (except for information Franchisee provides to the Franchisor or its affiliates, including information provided by Franchisee's officers, directors, shareholders, partners or equity members of Franchisee entity) will become Franchisor property which Franchisor may use for any reason as Franchisor may deem necessary or appropriate in Franchisor's sole discretion. Franchisee hereby authorize Franchisee's payment processors to release the information to the Franchisor at any time. Following termination or expiration of this Agreement, Franchisee will no longer use any of the Information, except to comply with Franchisee's post-termination obligations under this Agreement and Franchisee authorizes Franchisee's payment processor to release the Information exclusively to the Franchisor and/or Franchisor's designees.

7. TRADE SECRETS AND OTHER CONFIDENTIAL INFORMATION

7.1. Confidentiality of Trade Secrets and Other Confidential Information

Franchisee acknowledges that Franchisor will disclose Trade Secrets and other Confidential Information to Franchisee during the training program, through the Confidential Operations Manual, and as a result of guidance furnished to Franchisee during the term of this Agreement. Franchisee shall not acquire any interest in the Trade Secrets or other Confidential Information or Franchisor's goodwill, other than the right to use it in the development and operation of the Franchised Business and in performing its duties during the term of this Agreement. Franchisee acknowledges that the use or duplication of the Trade Secrets or other Confidential Information in any other business venture would constitute an unfair method of competition. Franchisee acknowledges that the Trade Secrets and other Confidential Information are proprietary and are disclosed to Franchisee solely on the condition that Franchisee (and all holders of a legal or beneficial interest in Franchisee and all officers, directors, executives, managers and members of the professional staff of Franchisee, and any other person or entity having access to the Information): **(a)** shall not, directly or indirectly, use the Trade Secrets or other Confidential Information in any other business or capacity or for the benefit of any other party; **(b)** shall maintain the absolute confidentiality of the Trade Secrets and other Confidential Information during and after the term of this Agreement in perpetuity; **(c)** shall not make any unauthorized copies of any portion of the Trade Secrets or other Confidential Information disclosed in written or other tangible form; and **(d)** shall adopt and implement all reasonable procedures prescribed from time to time by Franchisor to prevent unauthorized use or disclosure of the Trade Secrets and other Confidential Information. Franchisee shall enforce this Section 7.1 as to its employees, agents and representatives and shall be liable to Franchisor for any unauthorized disclosure or use of Trade Secrets or other Confidential Information by any of them. Franchisee further agrees that any violation of this Section 7.1 shall be deemed to cause irreparable harm to Franchisor for which there is no adequate remedy at law, entitling Franchisor to immediate injunctive relief.

7.2. Additional Developments / Work Made for Hire

All ideas, concepts, techniques or materials concerning the System or developed, in whole or in part, using Trade Secrets or other Confidential Information, whether or not protectable intellectual property and whether created by or for Franchisee or its owners or employees, shall be promptly disclosed to Franchisor and shall be deemed the sole and exclusive property of Franchisor and works made-for-hire for

Franchisor, and no compensation shall be due to Franchisee or its owners or employees therefore, and Franchisee hereby agrees to assign to Franchisor all right, title and interest in any intellectual property so developed. Franchisor has the right to incorporate such items into the System. To the extent any item does not qualify as a "work made-for-hire" for Franchisor, Franchisee shall assign, and by this Agreement, does assign, ownership of that item, and all related rights to that item, to Franchisor and shall sign any assignment or other document as Franchisor requests to assist Franchisor in obtaining or preserving intellectual property rights in the item. Franchisee hereby irrevocably appoints Franchisor as its attorney-in-fact to execute any such assignments if Franchisee fails to do so within five (5) days of request. Franchisor shall disclose to Franchisee concepts and developments of other franchisees that are made part of the System. As Franchisor may reasonably request, Franchisee shall take all actions to assist Franchisor's efforts to obtain or maintain intellectual property rights in any item or process related to the System, whether developed by Franchisee or not.

7.3. Exclusive Relationship

Franchisee acknowledges that Franchisor would be unable to protect the Trade Secrets and other Confidential Information against unauthorized use or disclosure and would be unable to encourage a free exchange of ideas and information among JUNK SHOT franchisees if owners of Franchised Businesses and members of their immediate families or households were permitted to hold an interest in or perform services for any Competitive Business. Therefore, during the term of this Agreement, neither Franchisee nor any holder of a legal or beneficial interest in Franchisee (or any member of their immediate families or households), nor any officer, director, executive, manager or member of the professional staff of Franchisee, either directly or indirectly, for themselves, or through, on behalf of or in conjunction with any person, partnership, corporation, limited liability company or other business entity, shall:

7.3.1. Divert or attempt to divert any business or customer of the Franchised Business to any Competitive Business, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks or the System; or

7.3.2. Own an interest in, invest in, manage, operate, or perform services, consult with, or be employed by or for any Competitive Business wherever located.

7.3.3 Neither Franchisee, nor any officer, director, or owner of Franchisee, shall directly or indirectly, do or perform, directly or indirectly, any act injurious or prejudicial to the goodwill associated with the Marks or the System. This includes, but is not limited to, making disparaging statements about the Franchisor, its officers, or the System to any third party.

7.4. Nondisclosure and Non-Competition Agreements with Certain Individuals

Franchisor has the right to require any holder of a legal or beneficial interest in Franchisee (and any member of their immediate families or households), and any officer, director, executive, manager, or member of the professional staff and all employees of Franchisee to execute a nondisclosure and non-competition agreement, in a form the same as or similar to the Nondisclosure and Non-Competition Agreement attached as Attachment 2, upon execution of this Agreement or prior to each such person's affiliation with Franchisee. The failure of Franchisee to obtain such signed agreements shall be deemed a material default under this Agreement. Upon Franchisor's request, Franchisee shall provide Franchisor with copies of all nondisclosure and non-competition agreements signed pursuant to this Section 7.4. Such agreements shall remain on file at the offices of Franchisee and are subject to audit or review as otherwise set forth herein. Franchisor shall be a third-party beneficiary with the right to enforce covenants contained in such agreements directly against the individual.

7.5. Reasonableness of Restrictions

Franchisee acknowledges that the restrictive covenants contained in this Section 7 are essential elements of this Agreement and that without their inclusion; Franchisor would not have entered into this Agreement. Franchisee acknowledges that each of the terms set forth herein, including the restrictive covenants, is fair and reasonable and is reasonably required for the protection of Franchisor, the System, the Marks, Franchisor's goodwill, and Franchisor's franchise system; and Franchisee expressly waives any right to challenge these restrictions as being overly broad, unreasonable, overly burdensome or otherwise unenforceable. Franchisee affirms that it has other means of earning living from its employment experience prior to becoming a franchisee and that these restrictions will not prevent Franchisee from supporting itself or its family.

8. TRAINING AND ASSISTANCE

8.1. Initial Training

Franchisor shall make an initial training program available to you, your Designated Manager and up to two (2) assistants. Approximately three to four weeks prior to the opening of the Franchised Business, the Designated Manager must attend and successfully complete initial training to Franchisor's satisfaction. Franchisor shall conduct the initial training program at its headquarters, designated regional office, or at another designated location. Franchisor shall not charge tuition or similar fees for initial training, however, all expenses incurred by Franchisee in attending such program including, but not limited to, travel costs, room and board expenses and employees' salaries or wages, shall be the sole responsibility of Franchisee. Franchisee shall be responsible for training its management and other employees. You must complete initial training to our satisfaction, including the passing of tests at the end of initial training. Franchisee's failure to successfully complete initial training shall be grounds for immediate termination of this Agreement.

8.2. Opening Assistance

In conjunction with the beginning of operation of the Franchised Business, Franchisor shall make available to Franchisee, at Franchisor's expense, one of Franchisor's representatives, experienced in the System, for the purpose of familiarizing Franchisee's staff with its techniques and for the purpose of providing general assistance and guidance in connection with the opening of the Franchised Business. Franchisor shall determine the duration and scope of such assistance. If Franchisee requests additional assistance with respect to the opening or continued operation of the Franchised Business, and should Franchisor deem it necessary and appropriate to comply with such request, Franchisee shall pay Franchisor's then-current standard rates, plus expenses, for such additional assistance.

8.3. Additional Training

If Franchisee requests additional training, or Franchisor, in our sole discretion, deems it necessary, then we may provide additional training at our then-current additional training fee. Such training may be in-person or via phone or email (or another method designated by Franchisor). Franchisee shall be responsible for all travel costs, room and board and employees' salaries or wages incurred in connection with the attendance at such training. Failure to attend this training may be considered a material breach of this agreement.

8.3.1 In-Person Support Fee. If we provide in-person support to you in response to your request, we may charge $500 up to $1,000 plus our incurred/out of pocket expenses, such as travel, lodging, and meals for the on-site support personnel.

8.4. New Designated Manager

If Franchisor determines that the Designated Manager is unable to satisfactorily complete the training program described above, Franchisor has the right to terminate this Agreement. If Franchisee is a business entity and the Designated Manager fails to complete the initial training program to Franchisor's reasonable satisfaction, Franchisee may be permitted to select a substitute manager and such substitute manager must complete the initial training to Franchisor's satisfaction. Or after beginning operations, should Franchisee name a new Designated Manager, Franchisee must notify Franchisor of the identity of the new Designated Manager and the new Designated Manager must complete the initial training program to Franchisor's satisfaction within sixty (60) days of being named. The new Designated Manager may attend the initial training program at Franchisor's then-current fee for providing training to a new Designated Manager, and Franchisee shall be solely responsible to pay other costs related to the training. Franchisee shall be responsible for all travel costs, room and board and employees' salaries or wages incurred in connection with the new Designated Manager's attendance at such training.

8.5. Ongoing Training, and Enrichment Training

From time to time, Franchisor may provide and if it does, has the right to require that the Owner or Designated Manager attend ongoing training programs or seminars during the term of this Agreement. Franchisor may charge a fee for mandatory, voluntary, enrichment, or ongoing training, which is currently $500 per person per training program. Franchisor will not require attendance to more than one program for not more than three days during any calendar year unless Franchisee is in default or underperforming. Franchisor may require the Owner or Designated Manager to attend enrichment training, which is mandatory if Franchisee fails to meet Franchisor's minimum performance levels. Franchisee shall be responsible for all travel costs, room and board and employees' salaries and wages incurred in connection with the Designated Manager's attendance at such training. There is no limit on our requirement or your obligation to attend Enrichment Training if you are in default of this Agreement for failure to meet the Franchisor's system standards and specifications or are in the bottom 20% based on your system performance. Franchisor retains the right to charge a Fee up to $500 per person per training program, plus you are solely responsible for all costs incurred for such training (if any) for travel, meals, lodging, wages, etc. Failure to attend this training when scheduled or required may be considered a material breach of your franchise agreement.

8.6. Conferences

We may hold periodic national or regional conferences to discuss various business issues and operational and general business concerns affecting franchisees. If we hold a national or regional conference, attendance at these conferences is mandatory, unless we specifically provide an exception to you in writing. We will not require attendance at more than one (1) conference during any calendar year. You must pay us a conference registration fee for each person that attends, or is required to attend (despite failure to attend), a mandatory conference. The amount of the conference registration fee will not exceed $650 per person per conference. If you demonstrate good cause for your inability to attend a mandatory conference, we may in our discretion waive the conference registration fee. In addition to the conference fee, you will be responsible for all travel costs, meals, and lodging for you and your employees who attend the conference.

8.6.1 <u>Conference Non-Attendance Fee</u>. We will charge $1,000 if you fail to attend the regional or national conference. We reserve the right to withdraw these funds electronically from your business account or you may provide us with payment in a different manner with our express written consent. Franchisor reserves the right to withdraw these funds electronically from Franchisee's Electronic Depository Transfer Account.

8.7. On-Site Training Cancellation Fees

If Franchisor or its representative is scheduled to conduct an on-site training program, or scheduled for a visit at the Franchisee's location for training or other reasons, or if the Franchisee registers for a training program and Franchisee subsequently cancels, fails to attend, fails to have the appropriate parties attend, or fails to stay for the entire training program then Franchisee shall pay the Franchisor's then-current on-site training cancellation fee, which is currently $500 per person per occurrence plus Franchisee shall reimburse the Franchisor its actual costs and any expenses incurred (the "On-Site Training Cancellation Fee"). The On-Site Training Cancellation Fee may vary depending upon the type of scheduled training program and how far in advance you notify the Franchisor in writing of the cancellation and the cost and expense incurred in rescheduling our travel arrangements.

8.8. Nature and Assistance of Training

Franchisee agrees that Franchisor is not obligated to provide any training or assistance to Franchisee's particular level of satisfaction, but as a function of Franchisor's experience, knowledge, and judgment. Franchisee also acknowledges that Franchisor is not obligated to provide any services to Franchisee that are not set forth in this Agreement. If Franchisee believes the Franchisor has failed to adequately provide any pre-opening services to the Franchisee or to its employees, whether with respect to site selection, selection and purchase of equipment and supplies, training, or any other matter affecting the establishment of Franchisee's business, Franchisee must immediately notify the Franchisor in writing within thirty (30) days following the opening of Franchisee's Franchised Business or the Franchisee will be deemed to conclusively acknowledge that all pre-opening and opening services required to be provided by the Franchisor were sufficient and satisfactory in Franchisee's judgment, and complied with all representations made to the Franchisee. Franchisee's failure to provide such notice shall act as a complete waiver of any and all claims related to pre-opening services.

8.9 Delegation of Performance

Franchisee agrees that Franchisor has the right to delegate the performance of any portion or all of our obligations under this Agreement to third party designees, whether these designees are our agents or independent contractors with whom we contract to perform these obligations. Franchisee agrees to look solely to such designee for the performance of the delegated obligation and hereby releases Franchisor from any liability related to such performance.

9. CONFIDENTIAL OPERATIONS MANUAL

9.1. Loan by Franchisor

While this Agreement is in effect, Franchisor shall lend to Franchisee one digital or paper copy of the Confidential Operations Manual. Franchisee shall conduct the Franchised Business in strict and absolute accordance with the provisions set forth in the Confidential Operations Manual. The Confidential Operations Manual may consist of one or more separate manuals and other materials as designated by Franchisor and may be in written or electronic form. The Confidential Operations Manual shall, at all times, remain the sole property of Franchisor and shall promptly be returned to Franchisor upon expiration or termination of this Agreement, and Franchisee shall irrevocably delete and destroy any copies (electronic or otherwise) of the Confidential Operations Manual in its possession and provide a written certification of such destruction to Franchisor.

9.2. Revisions

Franchisor has the right to add to or otherwise modify the Confidential Operations Manual from time to time to reflect changes in the specifications, standards, operating procedures and rules prescribed by Franchisor. Franchisor shall make such additions or modifications available to you on the same basis that they are made available to other franchisees. Franchisee shall immediately, upon notice, adopt any such changes and shall ensure that its copy of the Confidential Operations Manual is up-to-date at all times. If a dispute as to the contents of the Confidential Operations Manual arises, the terms of the master copy of the Confidential Operations Manual maintained by Franchisor at Franchisor's headquarters shall be controlling.

9.3. Confidentiality

The Confidential Operations Manual contains Trade Secrets and other Confidential Information of Franchisor and its contents shall be kept confidential by Franchisee both during the term of the Franchise and subsequent to the expiration and non-renewal or termination of this Agreement in perpetuity. Franchisee shall at all times ensure that its copy of the Confidential Operations Manual is available at the

Franchised Business Office in a current and up-to-date manner. If the Confidential Operations Manual is in paper form or stored on computer-readable media, Franchisee shall maintain the Confidential Operations Manual in a secure manner at the Franchised Business Office; if the Confidential Operations Manual is in electronic form, Franchisee shall maintain the Confidential Operations Manual in a password-protected file. Franchisee shall only grant authorized personnel, as defined in the Confidential Operations Manual, access to the Confidential Operations Manual or any key, combination or passwords needed for access to the Confidential Operations Manual. Franchisee shall not disclose, duplicate or otherwise use any portion of the Confidential Operations Manual in an unauthorized manner. Any breach of this Section 9.3 shall be deemed a material default under this Agreement, for which Franchisor may seek immediate injunctive relief and liquidated damages.

10. FRANCHISE SYSTEM

10.1. Compliance with Standards

Franchisee shall strictly comply, and shall cause the Franchised Business and its employees to strictly comply, with all requirements, specifications, standards, operating procedures and rules set forth in this Agreement, the Confidential Operations Manual or other communications supplied to Franchisee by Franchisor. Franchisee acknowledges that strict adherence to the System is necessary to maintain the high standards of quality and service associated with the Marks.

10.2. Modification of the System

Franchisee recognizes that from time to time, Franchisor may introduce, as part of the System, other methods or technologies which require certain System modifications including, without limitation, the adoption and use of modified or substitute Marks, new computer hardware and software, equipment or signs. Franchisee agrees to make all required upgrades and modifications at its expense as may be required by Franchisor; provided, however, that Franchisee shall not be required to make any expenditures during the first year of the initial term or any expenditures which are unreasonably disproportionate to Franchisee's initial investment to establish the Franchised Business during the initial term. If such additional investment is required to be made in the last year of the initial term, Franchisee may avoid making the investment by providing notice of intent not to renew the Franchise unless the investment is in connection with a modification to the System required by law or court order. Franchisee acknowledges that any required expenditures for changes or upgrades to the System shall be in addition to expenditures for -modifications and maintenance as required in Section 13.2 of this Agreement. Notwithstanding the foregoing, Franchisee shall be required to make any and all improvements or modifications whenever such are required by law, regulation, agency decision or court order. Franchisor's decision to modify the System shall be final and binding upon Franchisee. If this Franchise Agreement is signed as part of the transfer of an existing franchise or renewal of an existing franchise, then the construction required under this Section 10.2 shall be the renovation of Franchisee's Franchised Business in accordance with the provisions of the predecessor franchise agreement and Franchisor's then-current standards.

10.3. Refurbishment of the Equipment and Vehicles

Franchisee may be required, at Franchisor's request, to refurbish and update its equipment, and vehicles during the fifth (5^{th}) year of the franchise term. You are responsible for the full cost of these updates, and there is no maximum limit on the amount you may be required to spend to remain compliant with our System standards, vehicle specifications, and equipment requirements. The obligations described herein are exclusive of the obligations described in Section 10.2 and Section 13.2.

10.4. Variance

Franchisor has the right to vary standards or specifications for any franchisee based upon that particular franchisee's qualifications, the peculiarities of the particular site or circumstances, the demographics of the trade area, business potential, existing business practices or any other condition which

Franchisor deems to be of importance to the successful operation of any particular Franchised Business. Franchisee acknowledges that Franchisor's exercise of this right is not an act of discrimination. Franchisor shall not be required to disclose or grant to Franchisee a like or similar variance hereunder. Franchisee hereby waives any claim based upon the granting of a variance to any other franchisee.

11. ADVERTISING AND PROMOTIONAL ACTIVITIES

11.1. Local Advertising

11.1.1. Franchisee shall continuously promote the Franchised Business. Every month, Franchisee shall spend the applicable amount as described in Attachment 1 on advertising, promotions and public relations within the immediate locality surrounding the Franchised Business ("**Local Advertising**"). Such expenditures shall be made directly by Franchisee, subject to the prior approval and direction of Franchisor. Franchisor shall provide general guidelines to Franchisee for conducting Local Advertising. Within thirty (30) days after the end of each year, Franchisee shall furnish to Franchisor an accurate accounting of the expenditures on Local Advertising for the preceding year. All marketing materials shall be in compliance with our brand Standards and Specifications and approved by us prior to Franchisee's use. All marketing materials must be either provided by us or our designated and approved third-party vendors. All marketing and promotional items shall be conducted in a professional and dignified manner and must conform to our specified standards and requirements.

11.1.2. Franchisee shall submit to Franchisor, for its prior approval, all advertising and promotional materials to be used by Franchisee including, but not limited to, television ads, radio ads, ad copy, coupons, flyers, scripts and direct mail. Franchisor shall use reasonable efforts to provide notice of approval or disapproval within twenty (20) days from the date all requested material is received by Franchisor. If Franchisor does not approve submitted materials by the end of such twenty (20) day period, such materials shall be deemed to have not received the required approval. Franchisee shall not use any marketing or promotional material prior to written approval by Franchisor. The submission of advertising materials to Franchisor for approval shall not affect Franchisee's right to determine the prices at which Franchisee sells products or provides services.

11.2. Brand Development Fee

Franchisor has established and administers a System-wide marketing, advertising and promotion program to facilitate regional advertising and marketing efforts. Franchisee shall contribute to the marketing program an amount specified by Franchisor from time to time ("**Brand Development Fee**"), but not to exceed 3% of Gross Revenue for the applicable period. Franchisee shall pay the Brand Development Fee at the same time and in the manner provided for Royalty Fees in Section 3.2. Franchisor shall notify Franchisee at least thirty (30) days before changing Brand Development Fee requirements. The marketing program shall be maintained and administered by Franchisor or its designee as follows:

11.2.1. Beginning in month 6 of operations, Franchisee shall pay 2% of Gross Revenues toward Brand Development Fee obligations.

11.2.2 Franchisor shall oversee all marketing programs, with sole control over creative concepts, materials and media used in such programs, and the placement and allocation thereof. Franchisor does not warrant that any particular franchisee will benefit directly or *pro rata* from expenditures by the marketing program. The program(s) may be local, regional or System-wide. Franchisor does not warrant the success or effectiveness of any particular marketing program and Franchisee hereby waives any claims regarding the efficacy of such programs.

11.2.3. Franchisee's Brand Development Fees may be used to meet the costs of, or to reimburse Franchisor for its costs of, conducting market research, producing, maintaining, administering and directing consumer advertising (including, without limitation, the cost of preparing and conducting television, radio, Internet, intranet, magazine, newspaper, and direct mail advertising campaigns and other public relations activities; developing and/or hosting an Internet and/or intranet web page or site and similar activities;

employing advertising agencies to assist therein; and providing promotional brochures and other marketing materials to franchisees).

11.2.4. Franchisee acknowledges that the Brand Development Fee (and marketing program) is not a trust, escrow, or a fund, and neither Franchisor nor its affiliates assume no fiduciary obligation for administering or auditing the marketing program or for any other reason. Franchisor may prepare an unaudited report of the marketing program each year, and may provide Franchisee a copy upon receipt of Franchisee's written request. Franchisee further acknowledges and agrees that Franchisor shall not be required to maintain Brand Development Fee monies in a separate fund or bank account and may commingle such monies with its general operating funds; however, currently all Brand Development Fee monies are kept in a sperate account.

11.2.5. Franchisee Advisory Council

i. Purpose and Authority. Franchisor reserves the right, but not the obligation, to maintain a Franchise Advisory Council ("FAC") to provide strictly non-binding feedback regarding brand marketing. Franchisee acknowledges that the FAC is not a separate legal entity, possesses no fiduciary status, and has no authority to negotiate pricing, bind the Franchisor to contracts, or veto any Franchisor decisions. Franchisor maintains sole, absolute, and unfettered discretion over all marketing expenditures, brand standards, and vendor selections. Franchisor may act independently of, or in direct opposition to, any FAC feedback without any liability to Franchisee.

ii. Composition and Appointment. The FAC currently consists of four (4) members, but Franchisor may change this number at any time. While Franchisor may solicit nominations from the franchise system, Franchisor reserves the sole and absolute right to appoint, reject, or bypass any nominee. Franchisor further reserves the right to unilaterally establish, modify, or waive any bylaws, rules, or eligibility requirements for the FAC, or to dissolve the FAC entirely at any time without notice.

iii. Removal of Members. Franchisor may revoke a member's appointment to the FAC at any time, with or without cause, at Franchisor's sole and subjective discretion. This includes, but is not limited to, instances where a member is not in "Good Standing" or if Franchisor determines that their participation is no longer conducive to the Brand's best interests.

iv. Administration and Meetings. The Brand Development Fee is administered by Franchisor's designated personnel. Franchisor will determine the time, place, and method of FAC communications (e.g., email or Microsoft Teams). Any meeting schedules are for administrative convenience only; Franchisor may cancel, postpone, or alter the frequency of meetings at its sole discretion.

v. Financial Handling and Reporting. Brand Development Fee monies are currently maintained in a separate account, but Franchisor reserves the absolute right to commingle such monies with Franchisor's general operating funds at any time. Upon written request, Franchisor may provide an unaudited summary of expenditures for the preceding year; however, Franchisor makes no representation or warranty regarding the specific benefit of such expenditures to the Franchisee's specific location. The advisory council does not have decision-making power; it is advisory only. The Franchisor has the right to form, change or dissolve any advisory council including FAC as stated herein as well as to increase or decrease the number of participants involved.

vi. FRANCHISEE ACKNOWLEDGES AND AGREES THAT FRANCHISOR WILL HAVE NO LIABILITY TO FRANCHISEE FOR ANY DIRECT, INDIRECT,

INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED TO THE BRAND DEVELOPMENT FEE OR FRANCHISOR'S MODIFICATION OR DISCONTINUANCE FOR ANY REASON OF THE BRAND DEVELOPMNT FEE, FAC, OR ANY ADVERTISING PROGRAMS, OR FRANCHISEE'S PARTICIPATION THEREIN. Franchisee hereby waives any and all claims, at law or in equity, arising out of or related to Franchisor's administration of the Brand Development Fee or the FAC.

11.3. Cooperative Advertising

Franchisor has the right, but not the obligation, to create a Cooperative Advertising program for the benefit of franchisees located within a particular region. Franchisor has the right to collect and designate all or a portion of the Local Advertising to payments or contributions to Franchisor for the funding of a Cooperative Advertising program. Franchisor has the right to determine the composition of all geographic territories and market areas for the implementation of each Cooperative Advertising program and to require that Franchisee participate in such Cooperative Advertising programs when established within Franchisee's region. If a Cooperative Advertising program is implemented in a particular region, Franchisor has the right to establish an advertising council to self-administer the Cooperative Advertising program. Franchisee shall participate in the council according to the council's rules and procedures and Franchisee shall abide by the council's decisions. Should Franchisor establish a Cooperative Advertising program or programs with or without an advertising council, Franchisor has the right, but not the obligation, to change, dissolve or merge such program(s) and/or council(s) at any time.

11.4. Internet Advertising Program

Franchisee may market its Franchised Business through approved social media channels in accordance with Franchisor's social media policy. Franchisor may require that Franchisee utilize Franchisor's designated supplier for social media marketing services. Franchisee may not otherwise establish a presence on, or market using, the Internet in connection with the Franchised Business without Franchisor's prior written consent. Franchisor has established and maintains an Internet website that provides information about the System and the products and services that Franchisor and its franchisees provide. We have an Internet advertising program ("**Internet Advertising Program**") which we use to design a webpage for your Franchised Business, link it to the JUNK SHOT website, and promote your webpage on the Internet. We reserve the right to modify or discontinue this program. You agree to pay us a technology fee ("**Technology Fee**"), as specified in Attachment 1, to help support the cost of the website, e-mail set up, e-mail hosting (for one e-mail address), and for use of our business management and accounting software. The Technology Fee, as indicated in Attachment 1, shall be payable at the same time and in the same manner as the Royalty Fee.

11.5. Telephone/Internet Directory Advertising

If we so require, Franchisee must list the telephone number(s) for the Franchised Business in a local telephone or internet directory in its trade area. We may require the franchisee to place the listing(s) together with other franchisees operating within the distribution area of the directories. If a joint listing is obtained, all franchisees listed together shall pay a *pro rata* share of the cost of the listings. Directory advertising expenditures are part of Franchisee's Local Advertising obligations.

11.6. Liquidated Damages for Marketing in Another Territory

The parties acknowledge and agree that it is integral to the franchise system that Franchisee respect the territorial restrictions contained in this Agreement, and that Franchisee's failure to respect such boundaries affects not only other franchisees but also Franchisor's relationship with its other franchisees and the integrity of the franchise system itself. The parties further acknowledge and agree that the harm caused by such failure is incapable or difficult of estimation. Therefore, the parties agree that if Franchisee markets, advertises, or solicits in another franchisee's Territory, without Franchisor's permission, in violation of this Agreement, Franchisee shall pay to Franchisor $5,000 per incident, as liquidated damages and not as a penalty. The parties further acknowledge and agree that the foregoing amount represents a reasonable forecast of just compensation for the breach. Franchisor reserves the right to seek injunctive relief in addition to such liquidated damages.

11.7. Public Relations

Franchisee shall not make any public statements (including giving interviews or issuing press releases) regarding the Franchised Business or any particular incident or occurrence related to the Franchised Business, without the Franchisor's prior written approval.

11.8. Association with Causes

Franchisee shall not in the name of the Franchised Business, other JUNK SHOT franchisees, or the System (a) donate money, products, items, or services to any charitable, political, religious, or other organization, or (b) act in support of any such organization, without the Franchisor's prior written approval.

11.9. Grand Opening

Franchisee shall within the first 180 days of commencing operations conduct a grand opening advertising campaign. Franchisee must spend the minimum amount as indicated on the Summary Page for the sole purpose of the grand opening advertising campaign. Grand opening advertising can include billboards, digital and/or print promotional advertising, tradeshow materials, and other media and items Franchisor may designate at their sole discretion to promote the Franchised Business. Franchisee shall obtain an approval of the grand opening advertising campaign before it is implemented, and the programs/materials must be spread over a 180-day period from the date Franchisee begins providing services. Franchisor retains the right to change this timeline as they deem appropriate.

11.10. Grand Opening Support

Franchisor will send one of our representatives to Franchisee's location to offer advice and support for the first three days of your initial bulk/trash removal job as well as an additional three days of support for your initial valet trash contract (as they occur). Our fee for such support ranges from $5,000 to $6,500 plus our incurred expenses such as travel, food and lodging. Franchisee shall pay this fee and all expenses within five (5) business days of notice from Franchisor.

12. ACCOUNTING, RECORDS AND REPORTING OBLIGATIONS

12.1. Records

During the term of this Agreement, Franchisee shall maintain full, complete and accurate books, records and accounts in accordance with the standard accounting system prescribed by Franchisor in the Confidential Operations Manual or otherwise in writing. Franchisee shall retain during the term of this Agreement, and for three years thereafter, all books and records related to the Franchised Business including, without limitation, purchase orders, invoices, payroll records, sales tax records, state and federal tax returns, bank statements, cancelled checks, deposit receipts, cash receipts and disbursement journals, general ledgers, and any other financial records designated by Franchisor or required by law.

12.2. Gross Revenue Reports

Franchisee shall maintain an accurate record of Gross Revenue and shall deliver to Franchisor via the Internet a signed and verified statement of Gross Revenue ("**Gross Revenue Report**") for the month then ending. The Gross Revenue Report for the preceding month must be provided to Franchisor by the close of business on the seventh of each month and submitted in such form as Franchisor approves or provides in the Confidential Operations Manual (as provided in Section 3.2). The accuracy of such reports is a material obligation of this Agreement.

12.3. Financial Statements

Franchisee shall supply to Franchisor on or before the fifteenth day of each month, in a form approved by Franchisor, a balance sheet as of the end of the last day of the preceding month and an income statement for the preceding month and the fiscal year-to-date. Franchisee shall, at its expense, submit to Franchisor within ninety (90) days after the end of each calendar year, an income statement for the calendar year just ended and a balance sheet as of the last day of the calendar year. Such financial statements shall be prepared in accordance with GAAP and applied on a consistent basis. If required by Franchisor, such financial statements shall be reviewed or audited by a certified public accountant. Franchisee shall submit to Franchisor such other periodic reports in the manner and at the time specified in the Confidential Operations Manual or otherwise in writing.

By April 30 of each year, Franchisee shall provide to Franchisor all tax returns which contain income and expenses of Franchisee's Franchised Business.

12.4. Other Reports

Franchisee shall submit to Franchisor copies of all state sales tax returns that are required to be filed with the appropriate governmental agency and such other records as Franchisor may reasonably request from time to time or as specified in the Confidential Operations Manual. Franchisor shall have the right to release financial and operational information relating to the Franchised Business to Franchisor's lenders or prospective lenders. Franchisee shall certify as true and correct all reports to be submitted pursuant to this Agreement. If Franchisee fails to submit any required reports under this Agreement within three business days of the due date, a late reporting fee of $250 per report per incident applies, which is payable to Franchisor upon demand. Payment of this fee shall not preclude Franchisor from declaring a default for the underlying failure to report.

12.5. Computer System/Software and Technology

During the term of this Agreement, Franchisor reserves the right to require Franchisee to purchase, install and use computer equipment consisting of hardware and software in accordance with Franchisor's then-current specifications. This may include a business management and accounting software providing customer relationship management, scheduling, inventory, and data management services. Franchisor may change the software or technology that Franchisee must use at any time, and pass-through costs to the Franchisee plus a reasonable administrative fee for use of the software and technology. Franchisor may also develop proprietary software or technology that must be used by franchisees as required. If this occurs, Franchisee agrees to enter into a license agreement with Franchisor (or an affiliate of Franchisor) and pay Franchisor (or Franchisor's affiliate) commercially reasonable licensing, support and maintenance fees. The terms of the license agreement will govern the terms pursuant to which Franchisee may utilize this software or technology. Franchisor also reserves the right to enter into a master software or technology license agreement with a third-party licensor and then sublicense the software or technology to Franchisee, in which case Franchisor may charge Franchisee for all amounts that we must pay to the licensor based on Franchisee's use of the software or technology plus a reasonable administrative fee. All fees referenced in this Section 12.5 are due on or before 5:00 PM CST on the day of each month that we specify from time to time. Franchisor shall have full access to all of Franchisee's computer, data and systems and all related information by means of direct access, either in person or by telephone, modem or Internet to permit Franchisor to verify Franchisee's compliance with its obligations under this Agreement.

12.6. Right to Inspect

Franchisor or its designee has the right, during normal business hours, to examine, copy and audit the books, financial data, business records, and tax returns of Franchisee. If the audit or any other inspection should reveal that any payments to Franchisor have been underpaid, then Franchisee shall immediately pay to Franchisor the amount of the underpayment plus interest from the date such amount was due until paid in full at the rate of one and one-half percent (1.5%) per month (or the highest rate allowed by the law of the state where Franchisee is located, whichever is lower). If the audit or any other inspection should reveal that Franchisee has not spent a monthly minimum on Local Advertising, or if the inspection discloses an underpayment of three percent (3%) or more of any amount due to Franchisor for any period covered by the audit, Franchisee shall, in addition, reimburse Franchisor for any and all costs and expenses connected with the inspection (including, without limitation, travel expenses and reasonable accounting and attorneys' fees).

The foregoing remedies shall be in addition to any other remedies Franchisor may have. Franchisor may, from time to time, make suggestions and give mandatory instructions with respect to the Franchisee's operation of the Franchised Business as the Franchisor considers necessary or appropriate to ensure compliance with the then-current quality standards of the System and to protect the goodwill and image of the System. Franchisor and its agents shall have the right, at any reasonable time, to remove sufficient quantities of products, supplies or other items to test whether such products or items meet Franchisor's then-current standards. Franchisor or its designee has the right to observe Franchisee and its employees during the operation of the Franchised Business and to interview and survey (whether in person or by mail) clients and employees and to photograph or videotape the operations. Franchisee expressly agrees that these visits will not imply that Franchisee is in compliance with the Franchisee's obligations under this Agreement or under the law or that Franchisor waives our right to require strict compliance with the Franchisee's obligations under this Agreement or the Confidential Operations Manual. Furthermore, such visits will not create any responsibility or liability on our part. If the Franchisee requests that the Franchisor make additional visits to the Franchised Business, the Franchisee will pay the fees the Franchisor may establish for such visits. The Franchisee shall also allow the Franchisor to visit the Franchised Business with prospective franchisees during the Franchisee's business hours.

12.7. Release of Records

At Franchisor's request, Franchisee shall authorize and direct any third parties, including accounting and legal professionals, to release to Franchisor all accounting and financial records arising from or relating to the operation of the Franchised Business including, but not limited to, records evidencing Gross Revenue, profits, losses, income, tax liabilities, tax payments, revenues, expenses, and any correspondence, notes, memoranda, audits, business records, or internal accounts within said third parties' possession, custody or control, and to continue to release such records to Franchisor on a monthly basis for the length of the unexpired term of this Agreement or until such time as Franchisor withdraws its request. Franchisee shall execute all documents necessary to facilitate the release of records referenced herein to Franchisor.

12.8 Bookkeeping Program

At your option, you may choose to utilize our bookkeeping program to manage the Franchised Business' books. Alternatively, we may require you to utilize our bookkeeping program if (i) you fail to provide the financial information and reports we require, (ii) we (at our discretion) determine that you are unable to maintain your books according to generally accepted accounting principles, or (iii) we perform an audit, and find that your bookkeeping system is inaccurate by at least 5% of Gross Revenue. We charge a "**Bookkeeping Program Fee**" for this service which is $500 and up for annual (or annualized) Gross Revenue up to $200,000, and $850 and up for annual (or annualized) Gross Revenue $200,001 and up, and we reserve the right to adjust these rates based on our then-current expenses. We reserve the right to charge you $20 per hour above 25 hours (for revenue $200,000 and below) and $42.50 per hour (for revenue above $200,000) to cover our cost, due to your failure to cure a breach of reporting requirements under the Agreement. The Bookkeeping Program Fee is fully or partially refundable if we provide inaccurate accounting services. Alternatively, we reserve the right to require you to utilize an approved bookkeeping vendor to manage the Franchised Business' books.

13. STANDARDS OF OPERATION

13.1. Authorized Products, Services and Suppliers

13.1.1. Franchisee shall provide or offer for sale or use at the Franchised Business only those services as authorized by the Franchisor based on the authorized brand indicated on the Summary Page (the "**Services**"). If Franchisee does not have a co-brand Franchised Business, Franchisee is prohibited from offering any services that the remaining brand provides. The Services must be provided with the greatest diligence and care by Franchisee, using chemicals, products, supplies, equipment and other items that Franchisor from time to time approves (and which are not thereafter disapproved) and that comply with Franchisor's specifications and quality standards. Additionally, Franchisee shall permit qualified inspectors to inspect all work Franchisee performs at any time such inspectors may so request. Franchisee shall not offer, sell, or use in the operation of the Franchised Business any products or services that Franchisor has not pre-approved in writing. Franchisor's decision to withhold approval of any product or service shall be final.

13.1.2. If required by Franchisor, any items or services shall be purchased only from "**Approved Suppliers**" that Franchisor designates or approves (which might include, or be limited to, Franchisor or an Affiliate). These items or services may include, without limitation, service tools, equipment, uniforms, vehicle wraps, business cards, stationery and pre-printed forms, vehicle customization, and collateral merchandise. Franchisor may mandate the use of a single-source supplier for any item or service.

13.1.3. Franchisor shall provide Franchisee, in the Confidential Operations Manual or other written or electronic form, with a list of specifications and, if applicable, a list of Approved Suppliers for some or all of the supplies, furniture, fixtures, inventory, equipment and other approved or specified items and services; Franchisor may from time to time revise such list. If Franchisor or an Affiliate is an Approved Supplier, Franchisee shall execute a standard form purchase or supply agreement for the items to be supplied by Franchisor or its Affiliate. If Franchisee desires to utilize any products, services or new technology that Franchisor has not approved (for products and services that require supplier approval), Franchisee shall first send Franchisor sufficient information, specifications and samples for Franchisor to determine whether the service or product complies with its standards and specifications or whether the supplier meets its Approved Supplier criteria. Franchisee shall bear all expenses incurred by Franchisor in connection with determining whether it shall approve an item, service or supplier. Franchisor will decide within a reasonable time (usually thirty (30) days) after receiving the required information whether Franchisee may purchase or lease such items or services or from such supplier. Approval of a supplier may be conditioned on the supplier's ability to provide sufficient quantity of product, quality of products or services at competitive prices, production and delivery capability, and dependability and general reputation. Nothing in this Section 13.1.3 shall be construed to require Franchisor to approve any particular supplier, or to require Franchisor to make available to prospective suppliers, standards and specifications that Franchisor deems confidential. Franchisor will not unreasonably withhold its approval. Franchisor's approval process is for the sole protection of the System, and Franchisor makes no warranties regarding any Approved Supplier.

13.1.4. Notwithstanding anything contrary in this Agreement, Franchisor has the right to review from time to time its approval of any items or suppliers. Franchisor may revoke its approval of any item, service or supplier at any time by notifying Franchisee and/or the supplier. Franchisee shall, at its own expense, immediately cease using, selling or providing any items or services disapproved by Franchisor.

13.1.5. Franchisor has the right to designate certain products and services, not otherwise authorized for general use as part of the System, to be offered locally or regionally based upon such factors as Franchisor determines including, but not limited to, franchisee qualifications, test marketing and regional or local differences. Franchisor has the right to give its consent to one or more franchisees to provide certain products or services not authorized for general use as part of the System. Such consent will be based upon the factors set forth in Section 10.4 and shall not create any rights in Franchisee to provide the same products or services. Franchisee hereby waives any claim of discrimination or unfairness regarding such designations.

13.1.6. Franchisee acknowledges and agrees that Franchisor and/or its affiliate may derive compensation, rebates, allowances, or other benefits based on Franchisee's purchases or leases from designated or approved suppliers, and that Franchisor has the right to retain such compensation or benefits in consideration of the valuable services provided by Franchisor and/or its affiliate. Franchisee shall have no interest in or claim to such compensation or benefit and waives any right to an accounting of such funds..

13.1.7 Marketing and Promotion. All marketing and promotions must be conducted in a professional and dignified manner and must conform to Franchisor's specified standards and requirements. All marketing and promotional materials, including product identification materials, point-of-purchase promotional materials, promotion memorabilia, and merchandise and prizes, will either be provided for the Franchisee, or be made available to the Franchisee for purchase through the Franchisor.

Franchisor may create and license to the Franchisee social media accounts, e-mail marketing software accounts and other electronic accounts that use the Marks or any portion of them, used by the Franchisee with any Internet directory, website, platform, or similar item in the operation of the Franchised Business. The Franchisee may not create websites, social media accounts, e-mail marketing software accounts or other comparable accounts outside of those which Franchisor licenses to the Franchisee. Any unauthorized account created by Franchisee shall be deemed a material breach and Franchisee must immediately transfer ownership of such account to Franchisor upon demand.

13.1.8 Though approved by Franchisor, Franchisor and its affiliates make no warranty and expressly disclaim all warranties, including warranties of merchantability and fitness for any particular purpose with respect to fixtures, furniture, equipment (including without limitation, any and all required computer systems) supplies or other approved items. Franchisee's sole remedy for defective items shall be against the manufacturer or supplier.

13.2. Appearance and Condition of the Franchised Business

Franchisee shall maintain the service tools and equipment, vehicle and signage of the Franchised Business in "like new" condition, and shall repair or replace service tools and equipment, vehicle and signage as necessary to comply with the health and safety standards and specifications of Franchisor and any applicable laws or regulations. The expense of such maintenance shall be borne by Franchisee and shall be in addition to any required System modifications, as described in Section 10.2.

13.2.1 Franchisee shall prominently display, at Franchisee's expense, both on the interior and exterior of the Franchisee's business premises, signs in such form, color, number, location and size, and containing such Marks Franchisor may designate. Franchisor may require the Franchisee to use illuminated signs. Franchisee shall obtain all permits and licenses required for such signs and will also be responsible for ensuring that all signs comply with all laws and ordinances. Franchisee shall not display in or upon Franchisee's business premises any sign or advertising of any kind to which Franchisor may object. Franchisee reserves the right to require Franchisee to update Franchisee's signage at any time at Franchisee's sole expense.

13.2.2 Franchisee shall conform to all quality and customer service standards prescribed by the Franchisor in writing.

13.2.3 Franchisee shall operate the Franchised Business so that it is clearly identified and advertised as a JUNK SHOT franchise. The Franchisee will use the trademark "JUNK SHOT" or "DOORSTEP DETAILS" and the other Marks which now or hereafter may form a part of the System, on all signs, supplies, business cards, uniforms, advertising materials, technology platforms, signs and other articles in the identical combination and manner as the Franchisor may prescribe in writing and the Franchisee shall supply to the Franchisor samples and photographs of the same upon the Franchisor's request. The Franchisee will comply with all trademark, trade name, service mark and copyright notice marking requirements and the Franchisee will supply to the Franchisor samples or photographs upon Franchisor's request.

13.3. Ownership and Management

The Franchised Business shall, at all times, be under the direct supervision of Franchisee. The Designated Manager shall devote sufficient efforts to the management of the day-to-day operation of the Franchised Business, but not less than 35 hours per week, excluding vacation, sick leave and similar absences. Franchisee shall keep Franchisor informed, in writing, at all times of the identity of its Designated Manager. Franchisee must not engage in any business or other activities that will conflict with its obligations under this Agreement.

Franchisee shall maintain a competent, conscientious, and trained staff (who shall have been adequately trained by Franchisee) in numbers sufficient to service customers promptly and properly, including at least a manager or shift leader on duty at all times at which the Franchised Business is open (including daily Franchised Business opening and closing procedures), and shall take such steps as are necessary to ensure that its employees preserve good customer relations and comply with such dress code as Franchisor may prescribe. In addition, Franchisee and its employees shall handle all customer complaints, refunds, returns or other adjustments in accordance with Franchisor's policies as set forth in the Confidential Operations Manual or otherwise in writing. Franchisee acknowledges that any failure to resolve a customer complaint to Franchisor's satisfaction may result in Franchisor resolving the complaint at Franchisee's expense. The parties acknowledge and agree that these requirements are necessary to preserve the goodwill identified by the Marks. The parties further acknowledge and agree that Franchisor neither dictates nor controls labor or employment matters for Franchisee or Franchisee's employees. Franchisee is exclusively responsible for hiring personnel, for determining the number of jobs offered or job vacancies to be filled, for determining and changing employee wages and benefits and work hours, and for disciplining and discharging Franchisee's employees. Franchisee is exclusively responsible for labor relations with your employees.

Franchisee acknowledges and agrees that Franchisee is solely responsible for all decisions relating to employees, agents, and independent contractors that Franchisee may hire to assist in the operation of the Franchised Business. Franchisee agrees that any employee, agent, or independent contractor that Franchisee hires will be Franchisee's employee, agent, or independent contractor, and not Franchisor's employee, agent, or independent contractor. Franchisee also agrees that Franchisee is exclusively responsible for the terms and conditions of employment of Franchisee's employees, including recruiting, hiring, firing, training, compensation, work hours and schedules, work assignments, safety and security, discipline, and supervision. Franchisee agrees to manage the employment functions of the Franchised Business in compliance with federal, state, and local employment laws.

13.4. Days of Operation

Franchisee shall keep the Franchised Business open for business a minimum of eight (8) hours per day, five (5) days per week as specified in the Confidential Operations Manual.

13.5. Certifications

As a Franchisee, you may be required to obtain and maintain licenses and certifications as we may specify, which you shall obtain within the time period we specify. Proof of such certifications must be provided to Franchisor annually or upon Franchisor's demand.

13.6. Licenses and Permits

Franchisee shall secure and maintain all required operational and professional licenses, permits and certifications necessary for the operation of the Franchised Business, including all zoning and local permits necessary to operate the Franchised Business from the principal residence of Franchisee or its Designated

Manager, and shall operate the Franchised Business in full compliance with all applicable laws, ordinances and regulations. Franchisor makes no representation to Franchisee with regard to any legal requirements that Franchisee must satisfy or comply with in connection with the operation of the Franchised Business. Franchisee shall be solely responsible for investigating and complying with all such laws, ordinances and regulations with regard to the operation of the Franchised Business.

13.7. Notification of Proceedings

Franchisee shall notify Franchisor in writing of the commencement of any action, suit or proceeding involving Franchisee or the Franchised Business, and of the issuance of any order, writ, injunction, judgment, award or decree which may affect the operation or financial condition of the Franchised Business. Franchisee shall deliver to Franchisor not more than five (5) days after Franchisee's receipt thereof, a copy of any inspection report, warning, certificate or rating by any governmental agency relating to any health or safety law, rule, or regulation that reflects Franchisee's failure to meet and maintain the highest applicable rating or Franchisee's noncompliance or less than full compliance with any applicable law, rule or regulation.

13.8. Compliance with Good Business Practices

Franchisee acknowledges that the quality of customer service, and every detail of appearance and demeanor of Franchisee and its employees, is material to this Agreement and the relationship created and licenses granted hereby. Therefore, Franchisee shall endeavor to maintain high standards of quality and service in the operation of the Franchised Business, including operating in strict compliance with all applicable rules and regulations. Franchisee shall at all times give prompt, courteous and efficient service to customers of the Franchised Business. The Franchised Business shall in all dealings with its customers, vendors, Franchisor staff members, and the general public, adhere to the highest standards of honesty, fair dealing and ethical conduct. If Franchisor deems that Franchisee did not fairly handle a customer complaint or has operated outside of applicable rules and regulations, Franchisor has the right to intervene and satisfy the customer or resolve conflicts with vendors or others affected by Franchisee's conduct. Franchisor has the right, but not the obligation, to intervene, resolve the complaint, and charge Franchisee for all costs incurred. Franchisor has the right to terminate this Agreement for violation of this Section 13.

13.9. Uniforms

Franchisee shall abide by all uniform and dress code requirements stated in the Confidential Operations Manual or otherwise. Uniforms must be purchased from an Approved Supplier, if such is designated, or if none, then a supplier who meets Franchisor's specifications and quality standards for uniforms. Beginning six (6) months after the Effective Date of this Agreement, the Franchisee shall sign up for a monthly laundered uniform service from one of our designated suppliers for each of Franchisee's Junk Shot locations that the Franchisee operates. The Franchisee acknowledges and agrees that the cost of such laundering service may vary depending on the number of employees that the Franchisee has and the quantity of uniforms that need the laundering service. It is Franchisee's sole obligation to provide clean laundered uniforms to its employees. Franchisee shall ensure that all employees are in full and clean uniform at all times when performing Services; failure to do so is a System infraction.

13.10. Credit Cards

Franchisee shall, at its expense, lease or purchase the necessary equipment and/or software and shall have arrangements in place with Visa, MasterCard, American Express and such other credit card issuers as Franchisor may designate, from time to time, to enable the Franchised Business to accept such methods of payment from its customers.

Franchisee shall accept debit cards, credit cards, stored value cards, and other non-cash systems (including, for example, APPLE PAY and/or GOOGLE WALLET) that Franchisor specifies periodically to enable customers to purchase authorized products, and to acquire and install all necessary hardware and/or software used in connection with these non-cash systems. Franchisee shall not accept any currency other than USD, and specifically is prohibited from accepting any cryptocurrency and tokens (including, but not limited to, BITCOIN). The parties acknowledge and agree that protection of customer privacy and credit card information is necessary to protect the goodwill of businesses operating under the Marks and System. Accordingly, Franchisee shall cause the Franchised Business to meet or exceed, at all times, all applicable security standards developed by the Payment Card Industry Standards Council or its successor and other regulations and industry standards applicable to the protection of customer privacy and credit card information. Franchisee is solely responsible for its own education concerning these regulations and standards and for achieving and maintaining applicable compliance certifications. Franchisee shall defend, indemnify, and hold Franchisor harmless from and against all claims arising out of or related to Franchisee's violation of the provisions of this Section 13.10.

13.11. E-Mail

Franchisee shall, at all times and at Franchisee's expense, maintain an e-mail address and account for communicating with Franchisor, per Franchisor's specifications. To the extent Franchisor provides franchisee emails, then Franchisee shall use the assigned email for all business purposes and shall respond to all emails within one (1) business day. Franchisee shall be provided one email address for the Franchised Business, and any additional e-mail addresses shall be subject to $20 per additional email account per month. If our costs to provide this service increases, we reserve the right to pass through to you the actual increase in such costs.

13.12. Best Efforts and Minimum Performance Criteria

Franchisee shall use its best efforts to promote and increase the sales and recognition of services offered through the Franchised Business. Franchisee shall require all of Franchisee's employees, managers, officers, agents and representatives to make a good faith effort to enhance and improve the System and the sales of all products and services provided as part of the System. Franchisee shall aim to satisfy the respective Minimum Monthly Royalty Fees in Attachment 1 and pursuant to Section 3.3 above. If such minimum performance criteria are not satisfied, Franchisor reserves the right to require the Owner and/or Designated Manager to attend enrichment training.

13.13. Non-Compliance; Quality Assurance Inspections; Mystery Shops.

13.13.1 Non-Compliance. Franchisor shall conduct periodic checks to determine whether Franchisee is in compliance with the System, and shall have the right to assess a non-compliance fee ("**Non-Compliance Fee**") against the Franchisee for any infractions. An "infraction" means a failure to follow our standard operating procedures, as set out in our Confidential Operations Manual, or the terms of the Franchise Agreement. Specifically with regard to valet trash services, an "infraction" means one of the following: 1) not completing a valet trash service, a delayed service, or daytime valet trash service for a multi-family community contract by 11:00 AM local time, or 2) providing more than three delayed valet trash services across all your multi-family community contracts within one calendar month. The Non-Compliance Fee for a valet trash service infraction is subtracted from client invoice payments by us, and the remainder of the client invoice payment will be remitted to you; for all other infractions, the Non-Compliance Fee is due upon our demand. The Non-Compliance Fee is $500 per infraction plus associated costs of reinspection, including Franchisor's costs associated with the infraction.

13.13.2 Quality Assurance; Mystery Shops. Franchisor shall have the right to enter the Franchised Business Office during regular business hours for purposes of conducting quality assurance audits, including instituting a mystery shopper program, to assess customer satisfaction. During these inspections, Franchisor may obtain for testing purposes and without charge, reasonable information regarding services performed, including customer contact information. Such quality assurance audits and mystery shops may be conducted by Franchisor personnel, and Franchisor reserves the right to charge $300 per quality assurance inspection if performed by the Franchisor, or the actual cost of a mystery shop plus Franchisor's reasonable administrative expenses, up to $300, associated with the same. At Franchisor's request, you shall engage one or more third party service providers, which may be designated by Franchisor, to provide periodic quality assurance audits and/or mystery shops at the Franchisee's sole cost and expense. Franchisee hereby consents to Franchisor contacting any customer at any time for quality control purposes.

Franchisor may also contact suppliers and obtain information about Franchisee purchases and the status of Franchisee's account. Upon termination or expiration, Franchisor can stop access to our proprietary products from any supplier or distributor.

13.14. Other Franchisee's Employees

Franchisee is not prohibited from soliciting or hiring other JUNK SHOT franchisee's employees. If Franchisee employs another JUNK SHOT franchisee's employee who has attended Franchisor's training within 12 months of their hire date, Franchisee shall pay to the other franchisee the then-current training fee of Franchisor plus the other franchisee's actual costs for sending its employee to training, including but not limited to travel costs, lodging, wages, and food.

13.15. Legal Compliance

In addition to complying with its obligations under this Agreement, Franchisee shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances, and orders. Such laws, rules, regulations, ordinances, and orders may vary from jurisdiction to jurisdiction and may be amended or implemented or interpreted in a different manner from time to time. It is a Franchisee's sole responsibility to apprise itself of the existence and requirements of all such laws, rules, regulations, ordinances, and orders and to adhere to them at all times during the term of this Agreement. Failure to comply with applicable federal, state, and local laws, rules, regulations, ordinances, and orders is a material breach of this Agreement and Franchisor reserves the right to terminate this Agreement immediately for cause and without an opportunity to cure.

13.16. Data Security and Privacy

Franchisee must comply with all applicable federal, state and local laws, rules, and regulations regarding data security, protection, and privacy, including, without limitation and if applicable, the California Consumer Privacy Act ("CCPA"), Cal. Civ. Code § 1798.100, et seq. Franchisee must comply with any privacy policies, data protection polices, and breach response policies that Franchisor periodically may establish. Franchisee agrees that Franchisor owns all data collected and Franchisee has no right to use such data except as permitted by Franchisor. Franchisee must notify Franchisor immediately regarding any actual or suspected data breach at or in connection with the Franchised Business. Further, whenever and to the extent Franchisee operates as a "Service Provider" under the CCPA or in a similar capacity under any other applicable federal, state, or local privacy law, Franchisee represents, warrants, and covenants that:

(a) Franchisee will not sell, make available or otherwise disclose any customer's "Personal Information" (as defined in the CCPA) to any third party for valuable consideration;

(b) Franchisee will retain, use, or disclose Personal Information only for the specific purpose of performing the services specified in this Agreement, and not any commercial or noncommercial purpose other than providing the services specified in this Agreement;

(c) Franchisee will not retain, use, or disclose Personal Information outside of the direct business relationship between Franchisee and Franchisor;

(d) Franchisee will delete any Personal Information upon Franchisor's request unless Franchisee can prove that such request is subject to an exception under applicable law; and

(e) Franchisee certifies that it understands and will fully comply with the restrictions of this section. Franchisee also acknowledges and agrees that Franchisor may modify the restrictions by written notice to Franchisee, including adding other similar privacy restrictions that may be required under other federal, state, or local privacy laws.

13.16. Customer List

Franchisee agrees that the list of the names, addresses and other information regarding Franchisee's current clients, former clients, and those who have inquired about the Services (the "Customer List") shall be included in the Confidential Information, shall be the property of Franchisor, and shall constitute a trade secret of Franchisor. Franchisee agrees that Franchisee may not disclose the Customer List, or any portion thereof, to any person other than the Franchisor, either during the term of this Agreement or thereafter, and may not use the Customer List for any purpose outside the operation of the Franchised Business.

13.17. Business and Customer Data

In this Section "Customer Data" means Personal Information, sales and payment history, and all other information about any person or entity the Franchised Business has serviced, wherever stored, including data regarding customers of businesses converted to a Franchised Business, and any other information that, by itself or in conjunction with other information, may be used to specifically identify an individual, such as name, physical address, telephone number, e-mail address, social media account, billing and payment history, customer service requests, and any other Information as defined in applicable law. "Business Data" means all financial reports, vendor and supplier pricing data, and all other data about the Franchised Business other than Customer Data. Franchisee acknowledges and agrees that:

(a) We have the right to independently access all Business Data, wherever maintained. Franchisor also has the right to require Franchisee(s) to deliver Business Data to Franchisor. Franchisor has the right to use (and to authorize others to access and use) Business Data to, among other uses: (i) verify sales, (ii) monitor progress of its franchisee, including compliance with Minimum Performance Requirements; (iii) prepare a financial performance representation for Franchisor's Franchise Disclosure Document; and (iv) share vendor and supplier pricing data with its affiliates.

(b) Franchisor owns and has the right to access all Customer Data, in whatever form existing, and wherever stored. Because we own the Customer Data, including Personal information, we can share it with our affiliates, service providers, contracted third parties, or any other person, for any purpose, without notifying or compensating you, both during and after this Agreement. We may use this information as we deem necessary including for the performance of services by the Franchisor or its parents or affiliates, as well as for marketing and cross-selling products and services of any of the foregoing parties. Whenever we request, and upon termination or expiration of this Agreement without request, you are required to promptly deliver to Franchisor all Customer data in your possession or control, without retaining any of Customer Data in any media. You may not sell or disclose to anyone else any Personal Information or aggregated or non-aggregated Customer Data without first obtaining our written consent. In the event of an approved sale of the Franchised Business to a new owner who will continue to operate the Franchised Business under an agreement with us, you may not transfer the Customer Data to the new owner. You agree to install and maintain the security measures and devices necessary to protect Customer Data from unauthorized access or disclosure, including (but not limited to) the minimum measures pursuant to Section 13.16 above.

13.18. Compliance with Brand Standards

In order to protect the reputation and goodwill of Franchisor's brands and to maintain high standards of operation under the System, you agree to comply strictly with all of our required "Brand Standards". Franchisee acknowledges that the Brand Standards may relate to any aspect of the appearance, operation, and marketing of the Franchised Business. Any material failure to comply with the required Brand Standards or to pass our inspection will constitute a material breach of this Agreement. However, Franchisee acknowledges that Franchisor has the right to vary our standards and specifications to accommodate the individual circumstances of different franchisees. Franchisor's specifications do not constitute a warranty or representation, express or implied, as to quality, safety, suitability, fitness for a particular purpose or any manner. We will not be liable to you or others on account of the designation of Brand Standards for the operation of the Franchised Business under the System. Franchisor's interpretation of Brand Standards shall be final.

13.19. Technology Disruptions

You acknowledge and agree that you are solely responsible for protecting your Franchised Business from computer viruses, bugs, power disruptions, communication line disruptions, Internet access failures, Internet content failures, data-related problems, and attacks by hackers and other unauthorized intruders. You must follow all federal, state, and local law regarding protecting consumer information, and protocols in the event of a breach of your security systems.

13.19.1 Consistent with the foregoing, among other things, Franchisor reserves the right, periodically, to undertake technology initiatives, the purpose of which would be enhance the technology associated with the franchise system including, without limitation: enhanced internet capability, use of proprietary digital applications and enhanced support services. Although we cannot estimate the future costs of the Computer System or required service or support, and although these costs might not be fully amortizable over the remaining term of this Agreement, Franchisee agrees to incur the costs of obtaining the computer hardware and software comprising the Computer System (or additions or modifications) and required service or support. Franchisor has no obligation to reimburse Franchisee for any Computer System costs. As otherwise permitted in this Agreement, Franchisor may access the Computer System and retrieve all pertinent information relating to the operation of the business in areas that we have the ability to control and/or remedy.

13.19.2 Notwithstanding the fact that Franchisee must purchase, use, and maintain the Computer System consistent with our standards and specifications, Franchisee will have sole and complete responsibility for: (a) the acquisition, operation, maintenance, updates and upgrading of the Computer System, including compliance with the standards that Franchisor periodically requires; (b) the manner in which your Computer System interfaces with our computer system and those of other third parties; (c) the installation, maintenance and support of the Computer System, although Franchisor may from time to time require or recommend third parties to provide these functions; and (d) any and all consequences that may arise if the Computer System is not properly operated, maintained and upgraded, including but not limited to virus and spyware issues.

13.19.3 All of the Franchisee's Computer Systems must be compliant with all applicable laws, regulations, and commonly accepted industry standards, including without limitation those laws, regulations, and commonly accepted industry standards relating to privacy, data security, and the processing and protection of confidential personal information, including without limitation the Payment Card Industry Data Security Standards and all other standards applicable to electronic payments that may be published from time to time by payment card companies.

13.20 <u>National Accounts Program</u>

Franchisor reserves the sole and exclusive right, to enter into agreements with specific regional or national customers in order to establish a National Account, in any area, including in a Franchisee's Territory. Franchisor, from time to time, may solicit and obtain from National Accounts certain projects that may be located anywhere, including your Territory.

If Franchisor obtains a National Accounts project in the Territory, Franchisor may, but is not obligated to, offer the project to you for execution and completion. If Franchisor makes such an offer, you agree to service the National Account under the same terms, pricing, and provisions negotiated for the National Account. Under certain circumstances if Franchisor determines, in its sole discretion, that Franchisee is not capable of servicing the National Account, or if the volume of services exceeds demand at that time or you refuse the project, Franchisor shall have the absolute right to authorize ourselves, another franchisee or other qualified third-parties to provide the services to the National Account in Franchisee's Territory without any compensation or "commission" due to Franchisee..

Franchisor retains all rights to the projects of National Accounts, including invoicing, processing, and making disbursements related to the National Accounts projects. If you choose to participate in the National Accounts program, and if you successfully complete a project as provided by a National Accounts program in your Territory, Franchisor shall make the appropriate disbursement to you a flat fee or 10% to 20% of the Gross Revenues or any other amount, or via another method as designated at the sole discretion of Franchisor pursuant to the terms of specific National Account project. This National Accounts Program fee, as determined by Franchisor, is calculated as a portion of the Gross Revenue, subject to increase or otherwise as determined in Franchisor's sole discretion, based on the National Accounts projects obtained and may include administrative costs related to the project. This amount shall be in addition to the Monthly Royalty Fees collected and must be paid in the same manner and timing as the Royalty Fee paid pursuant to this Agreement.

If, before commencement of the National Accounts project, you refuse to or you are unable to (per Franchisor sole discretion) perform a National Accounts project, Franchisor retains the full right to assign the project to any franchisee or to its affiliate. If you accept a project but are unable to complete the National Accounts project for any reason, you shall reimburse Franchisor for any costs Franchisor has expended on the project and any other expenses Franchisor bears in reassigning the project to another franchisee or its affiliate.

You shall not be awarded finder's fees or any other compensation for National Accounts projects that are completed in the Territory.

On all National Account projects, you expressly agree and shall be responsible for reimbursing the end client due to any dispute or customer service complaint. You shall make such reimbursements within thirty (30) days, after you are served a valid claim from the customer. In the event you fail to make such reimbursements as required hereunder, Franchisor may make such reimbursements and charge you for the out-of-pocket cost incurred by the Franchisor.

14. FRANCHISOR'S ADDITIONAL OPERATIONS ASSISTANCE

14.1. General Advice and Guidance

Franchisor shall be available to render advice, discuss problems and offer general guidance to Franchisee during normal business hours by telephone, e-mail, facsimile, newsletters, and other methods. Franchisor shall not charge for this service; however, Franchisor retains the right to refuse or charge a fee for this service should Franchisee be deemed, by Franchisor, to be utilizing this service too frequently or in an unintended manner. Franchisor's advice or guidance to Franchisee relative to prices for products and services that, in Franchisor's judgment, constitutes good business practice is based upon the experience of Franchisor and its franchisees in operating a Franchised Business and an analysis of costs and prices charged for competitive products and services. Franchisee shall have the sole right to determine the prices to be charged by the Franchised Business; that Franchisor shall also have the sole right to determine the prices to be charged for products sold through the JUNK SHOT Internet site, including products sold to persons identified as customers of the Franchised Business. Franchisor's recommendations regarding pricing are intended to protect the goodwill and brand image of the System.

14.2. Periodic Visits

Franchisor or Franchisor's representative shall make periodic visits, which may be announced or unannounced, to the Franchised Business for the purposes of consultation, assistance, and guidance with respect to various aspects of the operation and management of the Franchised Business. Franchisor may also accompany Franchisee and/or Franchisee's employees to any job site, in order to monitor all business practices and better render any advice or opinions. Franchisor and Franchisor's representatives who visit the Franchised Business or accompany Franchisee and/or Franchisee's employees along to a job site may prepare, for the benefit of both Franchisor and Franchisee, written reports detailing any problems or concerns discovered during any such visit and outline any required or suggested changes or improvements in the operations of the Franchised Business. A copy of any such written report may be provided to Franchisee. Franchisee shall implement any required changes or improvements as required by Franchisor with time being of the essence.

14.3 Customer Complaints

Franchisee agree to promptly address all complaints in accordance with the procedures contained in the Confidential Operations Manual or as otherwise provided by the Franchisor. If Franchisee is unable or unwilling to resolve a customer complaint within forty-eight (48) hours, or if Franchisor determines in its sole discretion that Franchisee's proposed resolution is inadequate, and it becomes necessary for Franchisor to intervene or reimburse a customer in settlement of his or her complaint about work performed at or by your Junk Shot Business, Franchisee agrees to promptly reimburse Franchisor for amounts expended on account of any such complaint. Franchisee obligations and liabilities under this Section shall survive any termination or expiration of this Agreement. Franchisor reserves the right to deduct such reimbursements and fees electronically from Franchisee's account.

15. INSURANCE

15.1. Types and Amounts of Coverage

At its sole expense, Franchisee shall procure no later than thirty (30) days from the scheduled Opening Date, and maintain in full force and effect during the term of this Agreement, insurance as required by state law and as we specify below. All policies (except any workers' compensation insurance) shall expressly name Franchisor as an additional insured – grantor of franchise and loss payee and all shall contain a waiver of all subrogation rights against Franchisor and its successors and assigns. In addition to any other insurance that may be required by applicable law, or by lender or lessor, Franchisee shall procure:

15.1.1. "All risk" property insurance coverage on all assets including inventory, furniture, fixtures, equipment, supplies and other property used in the operation of the Franchised Business. Franchisee's property insurance policy shall include coverage for fire, vandalism and malicious mischief and must have coverage limits of at least full replacement cost;

15.1.2. Workers' compensation insurance as required by state law and employer liability coverage with a minimum limit of $100,000 per incident and $500,000 for the policy limit. Worker's compensation waiver of subrogation in favor of Franchisor must be included and a blanket form is acceptable;

15.1.3. Comprehensive general liability insurance against claims for bodily and personal injury, death and property damage caused by, or occurring in conjunction with, the operation of the Franchised Business, or Franchisee's conduct of business pursuant to this Agreement, with a minimum liability coverage of $1,000,000 per occurrence and an aggregate limit of $2,000,000. General liability must be primary and non-contributory with any other insurance. General liability waiver of subrogation in favor of Franchisor must be included and a blanket form is acceptable;

15.1.4. Business interruption insurance in with a minimum coverage of $100,000;

15.1.5. Automobile liability insurance for owned or hired vehicles, with a combined single limit of at least $1,000,000;

15.1.6. Grantor of Franchise Endorsement on each insurance policy as per CG209 (or an endorsement form with comparable working);

15.1.7 Umbrella liability insurance providing coverage with limits of not less than $1,000,000 in excess of the employer's liability, general liability, and automobile liability coverage; and

15.1.8. Such insurance as necessary to provide coverage under the indemnity provisions set forth in Section 21.3.

Franchisor reserves the right to require Franchisee to obtain insurance policies to protect against cybersecurity threats, and accordingly, to require that Franchisor is named as additional insured on these cybersecurity insurance policies. Franchisor's insurance requirements, including types of coverages and amount may change over time.

Franchisee must identify Franchisor as an additional insured – grantor of franchise on a primary/non-contributory basis with a waiver of subrogation in Franchisor's favor, and loss payee on insurance policies that Franchisee purchases.

Franchisee acknowledges that the foregoing minimum insurance requirements do not constitute advice or a representation that such coverages are necessary or adequate to protect Franchisee from losses in connection with the Franchised Business. Nothing in this Agreement prevents or restricts Franchisee from acquiring and maintaining insurance with higher policy limits or lower deductibles than Franchisor requires.

15.2. Future Increases

Franchisor has the right to reasonably increase the minimum liability protection requirement annually and require different or additional insurance coverage(s) to reflect inflation, changes in standards of liability, future damage awards or other relevant changes in circumstances.

15.3. Carrier Standards

Such policies shall be written by an insurance company licensed in the state in which Franchisee operates and having at least an "A" Rating Classification as indicated in the latest issue of A.M. Best's Key Rating Guide.

15.4. Evidence of Coverage

Franchisee's obligation to obtain and maintain the foregoing policies shall not be limited in any way by reason of any insurance which may be maintained by Franchisor, nor shall Franchisee's performance of this obligation relieve it of liability under the indemnity provisions set forth in Section 21.3. Franchisee shall provide to Franchisor proof of the endorsements along with insurance certificates and/or other proof of coverage as Franchisor requires. Upon issuance of a policy and renewal of said policy, Franchisee shall provide to Franchisor, certificates of insurance showing compliance with the foregoing requirements within fifteen (15) days of Franchisee's receipt of such certificates. Such certificates shall state that said policy or policies shall not be canceled or altered without at least thirty (30) days' prior written notice to Franchisor and shall reflect proof of payment of premiums.

15.5. Failure to Maintain Coverage

Should Franchisee not procure and maintain insurance coverage as required by this Agreement, Franchisor has the right (but not the obligation) to immediately procure such insurance coverage and to charge the premiums to Franchisee; such charges, together with a reasonable fee for expenses incurred by Franchisor in connection with such procurement, shall be payable by Franchisee immediately upon notice.

16. DEFAULT AND TERMINATION

16.1. Automatic Termination

The Franchise Agreement will terminate automatically, without notice or opportunity to cure, if: (a) Franchisee becomes insolvent (meaning unable to pay bills in the ordinary course of business as they become due); (b) if a receiver of Franchisee's property or any part thereof is appointed by a court; (c) if Franchisee makes a general assignment for the benefit of its creditors; (d) if a final judgment against Franchisee remains unsatisfied of record for thirty (30) days or longer (unless *supersedeas* bond is filed);

(e) if execution is levied against Franchisee's business or property; or (f) if a suit to foreclose any lien or mortgage against Franchisee's Franchised Business Office or equipment is instituted against Franchisee and not dismissed within thirty (30) days or is not in the process of being dismissed. Franchisee shall immediately notify Franchisor in writing upon the occurrence of any of these events.

16.2. Termination by Franchisor

16.2.1. The following constitute incurable defaults under the Franchise Agreement. If any of the following occur, Franchisor shall have the absolute right to terminate this Agreement, without providing Franchisee an opportunity to cure. Termination shall be effective upon delivery of notice of termination.

16.2.1.1. Franchisee fails to timely establish, equip, and commence operations of the Franchised Business pursuant to Section 5;

16.2.1.2. Franchisee fails to have its Designated Manager satisfactorily complete any training program pursuant to Section 8;

16.2.1.3. Franchisee fails to maintain all required professional licenses, permits and certifications for any period exceeding five (5) business days;

16.2.1.4. Franchisee made any material misrepresentation or omission in its application for the Franchise or otherwise to Franchisor in the course of entering into this Agreement;

16.2.1.5. Franchisee is convicted of or pleads no contest to a felony or other crime or offense that is likely to adversely affect the reputation of Franchisor, Franchisee or the Franchised Business;

16.2.1.6. Franchisee, after notice to cure, fails to refrain from activities, behavior or conduct likely to adversely affect the reputation of Franchisor, Franchisee or the Franchised Business;

16.2.1.7. Franchisee discloses, duplicates or otherwise uses in an unauthorized manner any portion of the Confidential Operations Manual, Trade Secrets or any other Confidential Information;

16.2.1.8. If required by Franchisor, Franchisee fails to have any holder of a legal or beneficial interest or if Franchisee (and any member of their immediate families or households), and any officer, director, executive, manager or member of the professional staff and all employees of Franchisee, fails to execute a nondisclosure and non-competition agreement, in a form the same as or similar to the Nondisclosure and Non-Competition Agreement attached as Attachment 2, upon execution of this Agreement or prior to each such person's affiliation with Franchisee or fails to provide Franchisor with copies of all nondisclosure and non-competition agreements signed pursuant to Section 7.4 if requested by Franchisor;

16.2.1.9. Franchisee abandons, fails or refuses to actively operate the Franchised Business for five (5) or more consecutive days (unless the Franchised Business has not been operational for a purpose approved by the Franchisor);

16.2.1.10. Franchisee surrenders or transfers control of the operation of the Franchised Business without Franchisor's approval, makes or attempts to make an unauthorized direct or indirect assignment of the Franchise or an ownership interest in Franchisee, or fails or refuses to assign the Franchise or the interest in Franchisee of a deceased or incapacitated owner thereof as herein required;

16.2.1.11. Franchisee fails to maintain the Franchised Business under the primary supervision of a Designated Manager during the one hundred eighty (180) days following the death or Incapacity of Franchisee or any holder of a legal or beneficial interest in Franchisee pursuant to Section 18.7;

16.2.1.12. Franchisee submits to Franchisor on two (2) or more separate occasions at any time during the term of the Franchise Agreement any reports or other data, information or supporting records that understate any Royalty Fee or any other fees owed to the Franchisor by more than three percent

(3%) for any accounting period and Franchisee is unable to demonstrate that such understatements resulted from inadvertent error;

16.2.1.13. Franchisee misuses or makes an unauthorized use of any of the Marks or commits any other act which can reasonably be expected to impair the goodwill associated with any of the Marks;

16.2.1.14. Franchisee fails on two (2) or more separate occasions within any period of twelve (12) consecutive months to submit reports or other information or supporting records when due, to pay any Royalty Fee, Brand Development Fee, amounts due for purchases from Franchisor and any Affiliate, or other payment when due to Franchisor or any Affiliate, whether or not such failures to comply are corrected after notice thereof is delivered to Franchisee;

16.2.1.15. Franchisee violates, on two (2) or more occasions, any health or safety law, ordinance or regulation, or operates the Franchised Business in a manner that presents a health or safety hazard to its customers, employees or the public;

16.2.1.16. Franchisee fails to comply with any provision of this Agreement two or more times in a twelve-month period, whether or not cured, or if you fail on 2 or more separate noticed occasions to comply with the same obligation, whether or not those failures to comply are subsequently corrected.; or

16.2.1.17. Franchisee defaults under any other agreement between Franchisor (or any Affiliate) and Franchisee, such that Franchisor or its Affiliate, as the case may be, has the right to terminate such agreement or such agreement automatically terminates. A default under one agreement shall be deemed a cross-default under all agreements between the parties.

16.2.2. The following constitute curable defaults under the Franchise Agreement. If any of the following occur, Franchisor shall have the right to terminate this Agreement, if you fail to cure during the requisite cure period after receiving notice. Termination shall be effective upon delivery of notice of termination.

16.2.2.1. Franchisee engages in any activity exclusively reserved to Franchisor, and fails to cure such offending activity within five (5) days after delivery of written notice;

16.2.2.2. Franchisee fails to comply with any applicable law or regulation, and fails to cure such failure within ten (10) days after delivery of written notice;

16.2.2.3. Franchisee fails to pay any amounts due under this Agreement, and fails to cure such default within five (5) days after delivery of written notice default;

16.2.2.4. Franchisee fails to procure or maintain insurance as specified in Section 15 of this Agreement, and fails to cure such default within ten (10) days after delivery of written notice of default; or

16.2.2.5. Franchisee materially breaches any other provision of this Agreement, and fails to cure such default within thirty (30) days after delivery of written notice of default.

16.2.3. If provisions of this Agreement provide for periods of notice less than those required by applicable law, or provide for termination, cancellation or non-renewal other than in accordance with applicable law, Franchisor may reinstate or extend the term of this Agreement for the purpose of complying with applicable law by submitting a written notice to Franchisee without waiving any of Franchisor's rights under this Agreement.

16.3. Termination by Franchisee

If Franchisee is in full compliance with all of the terms of this Agreement and Franchisor materially breaches this Agreement and fails to commence reasonable efforts to cure such breach within thirty (30) days after receiving written notice identifying the claimed breach, Franchisee may elect to terminate this Agreement unless the breach cannot reasonably be cured within such thirty (30) days. If the breach cannot reasonably be cured in such thirty (30) days, Franchisee may elect to terminate this Agreement only if Franchisor does not promptly undertake and continue efforts to cure such material breach within a reasonable period of time and furnish Franchisee reasonable proof of such efforts. Termination by Franchisee shall not release Franchisee from any post-termination obligations or restrictive covenants.

16.4. Alternate Remedies

16.4.1. Prior to the termination of this Agreement, if Franchisee fails to pay any amounts owed to Franchisor or our affiliates or fails to comply with any terms of this Agreement, then in addition to any right Franchisor may have to terminate this Agreement or to bring a claim for damages, Franchisor will have the right to take the actions set out below and continue them until you have cured the default to our satisfaction. The taking of any of the actions permitted in this Section 16.4 will not suspend or release the Franchisee from any obligation that would otherwise be owed to the Franchisor or our affiliates under the terms of this Agreement. Franchisor may:

(a) Remove the listing of the Franchised Business from all advertising published or approved by the Franchisor, including but not limited to online directories, forums, social media, and indexing websites;

(b) Prohibit the Franchisee from attending any meetings or seminars held or sponsored by the Franchisor or taking place on our premises;

(c) Immediately suspend access to the call center, the franchisee portal, and any technology systems Franchisor provide to Franchisee;

(d) Suspend all services provided to Franchisee by Franchisor or our affiliates under this Agreement, including but not limited to inspections, marketing assistance, and the sale of products and supplies;

(e) Cease listing the Franchised Business on any Technology Platforms;

(f) Terminate the Franchisee's access to any computer system or software Franchisor owns, maintains or licenses to the Franchisee (whether licensed by the Franchisor or its affiliates);

(g) Contact the Franchisee's landlord, lenders, suppliers, and member regarding the status of the Franchisee's operations, and provide copies of any default or other notices to the Franchisee's landlords, lenders and suppliers.

(h) In addition, if the Franchisee notifies the Franchisor that the Franchisee is closing the Franchised Business or otherwise communicates to others that the Franchisee is closing the Franchised Business, the Franchisee agrees that the Franchisee's billing processor may withhold up to one-half (1/2) of monies that would otherwise be payable to the Franchisee to cover any post termination obligations the Franchisee may have.

The Franchisor's actions as outlined in Section 16.4 may continue until the Franchisee has brought the accounts current, cured any default and complied with the Franchisor's requirements, and the Franchisee has acknowledged the same in writing, The taking of any of the actions permitted in this section will not suspend or release the Franchisee from any obligation that would otherwise be owed to the Franchisor or its affiliates under the terms of this Agreement or otherwise.

16.5 Liquidated Damages.

Franchisor expects that the Franchised Business will be open and operating for the full term of the Agreement. If, prior to the Expiration Date, Franchisee terminates this Agreement for any reason or if Franchisor terminates this Agreement on account of Franchisee's material default hereof, the parties acknowledge and agree that Franchisor will suffer damages for the loss of the benefit bargained for in this

Agreement and irreparable damage to the integrity of the franchise system. The parties acknowledge and agree that early termination reduces revenue and damages the goodwill with the public. The parties further acknowledge and agree that calculating the value and expense of this injury is difficult to determine and may be hard to calculate with specificity. Therefore, the parties have elected to agree in advance to a calculation of liquidated damages pursuant to this Section 16.5 to compensate Franchisor for its injury and to provide certainty to Franchisee of the amounts due. As compensation for these damages Franchisor shall be entitled to collect from Franchisee, in addition to all other amounts due Franchisor (including, without limitation, the Final Payment described in Section 17.2), liquidated damages calculated as an amount equal to the average monthly Royalty Fee during the immediately preceding 12-month period times the lesser of (a) the remaining term in months; or (b) 24 months. The parties acknowledge and agree that foregoing calculation represents reasonable compensation for such harm, and does not constitute a penalty.

16.6 Step In Rights.

To prevent any interruption of the Franchised Business, you hereby authorize Franchisor, and Franchisor shall have the right, but not the obligation, to operate the Franchised Business on your behalf for as long as Franchisor deems necessary and practical, and without waiver of any other rights or remedies Franchisor may have under this Agreement, in the event that: **(a)** your Owner or Designated Manager is absent or incapacitated by reason of illness, death or disability and, therefore, in Franchisor's sole determination, you are not able to operate the Franchised Business in full compliance with this Agreement, **(b)** an allegation or claim is made against your or any of your principals, or the operation of the Franchised Business, involving or relating to fraudulent, deceptive or illegal practices or activities, and/or **(c)** due to your failure to operate in accordance with our System. If Franchisor undertakes to operate the Franchised Business pursuant to this Section 16.6, Franchisor shall have the right to collect and pay from the revenues of the Franchised Business all operating expenses including, without limitation, Royalty Fees, Brand Development Fees, Technology Fees, and employee salaries, and further shall be entitled to collect, as compensation for its efforts, a reasonable management fee not to exceed $300 per day, plus out-of-pocket expenses, travel, food, and lodging expenses for Franchisor's personnel (collectively, "**Management Fee**"). If the Management Fee has not been collected from the revenues of the Franchised Business, the Management Fee shall be payable to Franchisor within seven days of invoice. You shall indemnify and hold harmless Franchisor from any and all claims arising from the alleged acts and omissions of Franchisor and its representatives.

17. RIGHTS AND DUTIES UPON EXPIRATION OR TERMINATION

17.1. Actions to be Taken

Except as otherwise provided herein, upon termination or expiration, this Agreement and all rights granted hereunder to Franchisee shall terminate and Franchisee shall:

17.1.1. Immediately cease to operate the Franchised Business and shall not thereafter, directly or indirectly, represent to the public or hold itself out as a present or former franchisee of Franchisor and any continued use of the Marks shall be deemed willful trademark infringement.;

17.1.2. Cease to use the Trade Secrets or other Confidential Information, the System and the Marks including, without limitation, all slogans, symbols, logos, advertising materials, stationery, forms and any other items which display or are associated with the Marks, and Franchisee will immediately provide Franchisor with exclusive access to and return the Customer List to Franchisor, and shall not thereafter retain any copies, use the Customer List or contact such customers for any reason;

17.1.3. Take such action as may be necessary to cancel or assign to Franchisor, at Franchisor's option, any assumed name, domain name, or equivalent registration filed with state, city or county authorities which contains the name JUNK SHOT, DOORSTEP DETAILS, or any other Mark, and Franchisee shall furnish Franchisor with evidence satisfactory to Franchisor of compliance with this obligation within thirty (30) days after termination or expiration of this Agreement;

17.1.4. Pay all sums owing to Franchisor and any Affiliate, including amounts due under Section 17.2, below. In the event of termination for any default by Franchisee, such sums shall include, but not be limited to, all damages, costs and expenses, including reasonable attorneys' fees, with respect to litigation, arbitration, appellate or bankruptcy proceedings, unpaid Royalty Fees, and any other amounts due to Franchisor or any Affiliate;

17.1.5. Pay to Franchisor all costs and expenses, including reasonable attorneys' fees, incurred by Franchisor subsequent to the termination or expiration of the Franchise in obtaining injunctive or other relief for the enforcement of any provisions of this Agreement;

17.1.6. Immediately return to Franchisor the Confidential Operations Manual, Trade Secrets and all other Confidential Information including records, files, instructions, brochures, agreements, referral contact list, disclosure statements and any and all other materials provided by Franchisor to Franchisee relating to the operation of the Franchised Business (all of which are acknowledged to be Franchisor's property) and Franchisee shall certify in writing under penalty of perjury that all such materials have been returned and no copies have been retained;

17.1.7. Assign and transfer all of Franchisee's email addresses, any websites, social media accounts, and telephone listings and numbers for the Franchised Business to Franchisor and shall notify the telephone company and all listing agencies of the termination or expiration of Franchisee's right to use any telephone numbers or facsimile numbers associated with the Marks and shall authorize immediate transfer of same to or at the direction of Franchisor and Franchisee hereby appoints Franchisor as its attorney-in-fact to execute any documents necessary to effectuate such transfers; and

17.1.8. Comply with all other applicable provisions of this Agreement.

17.2. Final Payment; Remedies

17.2.1. Within thirty (30) days following expiration or termination of this Agreement, Franchisee shall pay to Franchisor a final payment ("**Final Payment**") in an amount calculated as the product of Franchisee's Accounts Receivable (defined below), multiplied by 70%, and then such product is multiplied by 9%. Such amount is payable in lieu of the Royalty Fees and Brand Development Fees that would otherwise be payable on Gross Revenue after the date of expiration or termination and is not in lieu of any liquidated damages for early termination or breach of the Franchise Agreement. The parties acknowledge and agree that the Final Payment represents a reasonable estimation of future Gross Revenue on Franchisee's accounts receivable, and is not a penalty. "**Accounts Receivable**" for purposes of this provision means amounts due Franchisee for services performed prior to expiration or termination. Franchisee shall provide a certified report of all outstanding Accounts Receivable within five (5) days of termination.

17.2.2. To secure payment of the Final Payment and all other amounts due under this Agreement, Franchisee hereby grants to Franchisor a security interest in, and collaterally assigns to Franchisor all of its rights and interests to, Franchisee's Accounts Receivable and the proceeds thereof. If Franchisor exercises its rights under this Section 17.2.2, Franchisor shall have the exclusive right to contact Franchisee's customers for collection purposes, and do all things appropriate or necessary to collect the Accounts Receivable. Franchisor shall have the right to retain from collected amounts 9% of the Gross Revenue, representing Royalty fees and Brand Development Fees due and owing thereon, and to reimburse itself all collection costs including, without limitation, collection agency fees, attorneys' fees, and court costs. Collection costs will be determined in the aggregate, without allocation to specific collected amounts.

17.3. Restrictive Covenants

17.3.1. Franchisee acknowledges that the restrictive covenants contained in this Section 17 and in Section 7 are fair and reasonable and are justifiably required for purposes including, but not limited to, the following:

17.3.1.1. To protect the Trade Secrets, Goodwill, and Confidential Information of the Franchisor;

17.3.1.2. To induce the Franchisor to grant a Franchise to the Franchisee;

17.3.1.3 To protect Franchisor's contractual relationships with other franchises; and

17.3.1.4. To protect Franchisor against its costs in training the Franchisee and its officers, directors, executives, professional staff and Designated Managers.

17.3.2. Except as otherwise approved in writing by Franchisor, neither Franchisee, nor any holder of a legal or beneficial interest in Franchisee, nor any officer, director, executive, manager, or member of the professional staff of Franchisee, shall, for a period of two (2) years after the expiration or termination of this Agreement, regardless of the cause of termination, either directly or indirectly, for themselves or through, on behalf of or in conjunction with any person or entity:

17.3.2.1. **(a)** own an interest in, manage, or operate any Competitive Business in the former Territory, within twenty-five (25) miles from the perimeter of the former Territory, or within twenty-five (25) miles from the perimeter of any other JUNK SHOT Junk Removal, Valet Trash business or DOORSTEP DETAILS; or **(b)** perform Competitive Services in the former Territory, within twenty-five (25) miles from the perimeter of the former Territory, or within twenty-five (25) miles from the perimeter of any other JUNK SHOT or DOORSTEP DETAILS business or territory;

17.3.2.2. Solicit or otherwise attempt to induce or influence any customer or other business associate of Franchisor and or JUNK SHOT and/or DOORSTEP DETAILS franchisees to terminate or modify his, her or its business relationship with JUNK SHOT or DOORSTEP DETAILS or to compete against Franchisor; or

17.3.3 In furtherance of this Section 17, Franchisor has the right to require certain individuals to execute Franchisor's standard form nondisclosure or non-competition agreements in a form the same as or similar to the Nondisclosure and Non-Competition Agreement attached as Attachment 2. Franchisor shall be a third-party beneficiary with the right to enforce covenants contained in such agreements.

17.3.4 The two-year period shall be tolled during any event of non-compliance.

17.3.5 Neither Franchisee, nor any officer, director, or owner of Franchisee, shall directly or indirectly, do or perform, directly or indirectly, any act injurious or prejudicial to the goodwill associated with the Marks or the System

17.4. Unfair Competition

If Franchisee operates any other business, Franchisee shall not use any reproduction, counterfeit, copy or colorable imitation of the Marks, either in connection with such other business or the promotion thereof, that is likely to cause confusion, mistake or deception, or that is likely to dilute Franchisor's rights in the Marks. Franchisee shall not utilize any designation of origin, description or representation that falsely suggests or represents an association or connection with Franchisor. This Section 17 is not intended as an approval of Franchisee's right to operate other businesses and in no way is it intended to contradict Sections 7, 17.1, or 17.3. Franchisee shall make such modifications or alterations to the Franchised Business Office (including changing telephone and facsimile numbers) immediately upon termination or expiration of this Agreement as may be necessary to prevent any association between Franchisor or the System and any business subsequently operated by Franchisee or others at the Franchised Business Office. Franchisor reserves the right to require a specific "de-identification" protocol. Franchisee shall make such specific additional changes to the Franchised Business Office as Franchisor may reasonably request for that purpose including, without limitation, removal of all physical and structural features identifying or distinctive to the System. If Franchisee fails or refuses to comply with the requirements of this Section 17, Franchisor has the right to enter the Franchised Business Office for the purpose of making or causing to be made such changes as may be required, at the expense of Franchisee, which such expense Franchisee shall pay upon demand.

17.5. Franchisor's Option to Purchase Certain Business Assets/Assumption of Lease

Franchisor shall, within thirty (30) days following the expiration or termination of this Agreement for any reason (other than for renewal of the Franchise), have the option, in Franchisor's sole judgment, to purchase all or any portion of the assets of the Business and any other materials, equipment or supplies bearing our Marks, and to have Franchisee assign and transfer the Business lease for the premises to Franchisor. Our purchase price for the portion of your inventory or supplies purchased directly from the Franchisor or any of our affiliates shall be at Franchisee cost. Franchisor purchase price for the remaining inventory, equipment, parts, fixtures and furnishings utilized by Franchisee in the operation of the Business shall be the fair wholesale market value thereof. In addition, Franchisor shall be permitted to deduct and withdraw from the purchase price to be paid to Franchisee for any such items, all sums due and owed to us. In determining the fair market value of such items, the parties shall exclude any factor or increment for goodwill or going-concern value. Except as provided below, the purchase price will be paid in cash at the closing of any such purchase which will occur no less than thirty (30) days from the date of exercise of this option.

If the parties are unable to reach agreement as to the fair market value of the assets of the Business to be purchased by the Franchisor, the parties hereby agree to appoint an independent appraiser to make such determination, whose determination will be binding upon the parties. The fees and expenses of such appraisal shall be paid in equal proportions by the parties. If Franchisee does not object to the proposed appraiser within twenty (20) days after Franchisor's notice, such appraiser will be deemed approved by the parties.

17.6. Survival of Certain Provisions

All obligations of Franchisor and Franchisee, which expressly or by their nature survive the expiration or termination of this Agreement, shall continue in full force and effect subsequent to and notwithstanding their expiration or termination and until satisfied or by their natural expiration. This includes, but is not limited to, indemnity, restrictive covenants, and payment obligations.

18. TRANSFERABILITY OF INTEREST

18.1. Transfer by Franchisor

Franchisor may sell, assign, or transfer its rights and obligations under this Agreement to any party, without Franchisee's approval or prior notice to Franchisee, provided that the buyer, assignee or transferee agrees in writing to assume all of Franchisor's obligations under this Agreement. Franchisor and its affiliates or indemnified parties will not be liable for obligations of the transferee arising after the date of transfer. Franchisee hereby waives any right to object to such transfer and agrees to attorn to the new Franchisor.

18.2. Transfer by Franchisee to a Third Party

The rights and duties of Franchisee as set forth in this Agreement, and the Franchise herein granted, are personal to Franchisee (or its owners), and Franchisor has entered into this Agreement in reliance upon Franchisee's personal or collective skill and financial ability. Accordingly, neither Franchisee nor any holder of a legal or beneficial interest in Franchisee may sell, assign, convey, give away, pledge, mortgage, sublicense, or otherwise transfer, whether by operation of law or otherwise, any interest in this Agreement, the Franchise granted herein, the assets of the Franchised Business or any part or all of the ownership interest in Franchisee without the prior written approval of Franchisor. Any purported transfer without such approval shall be null and void and shall constitute a material breach of this Agreement. Franchisor's consent to a transfer may be withheld for any reason or no reason, as the selection of a franchisee is within Franchisor's sole discretion. If Franchisee is in compliance with this Agreement, Franchisor's consent to such transfer shall be conditioned upon the satisfaction of the following requirements:

18.2.1. Franchisee has complied with the requirements set forth in Section 19;

18.2.2. All obligations owed to Franchisor, and all other outstanding obligations relating to the Franchised Business, are fully paid and satisfied;

18.2.3. Franchisee (and any transferring owners, if Franchisee is a business entity) has executed a general release, in a form prescribed by Franchisor, of any and all claims against Franchisor, including its officers, directors, shareholders, managers, members, partners, owners, employees, and agents (in their corporate and individual capacities), including, without limitation, claims arising under federal, state or local laws, rules or ordinances, and any other matters incident to the termination of this Agreement or to the transfer of Franchisee's interest herein or to the transfer of Franchisee's ownership of all or any part of the Franchise; provided, however, that if a general release is prohibited, Franchisee shall give the maximum release allowed by law;

18.2.4. The prospective transferee has satisfied to Franchisor that it meets Franchisor's management, business and financial standards, and otherwise possesses the character and capabilities, including business reputation and credit rating, as Franchisor may require to demonstrate ability to conduct the Franchised Business;

18.2.5. The transferee and, if Franchisor requires, all persons owning any interest in the transferee, have executed our then-current form of Franchise Agreement being offered to new franchisees, which may be substantially different from this Agreement, and may include a different Royalty Fee, Brand Development Fee, and other material provisions; the initial term of the Franchise Agreement shall be the initial term provided for in the then-current franchise agreement, and all renewal terms shall be governed by the then-current franchise agreement, and the territory shall be the same as the territory granted pursuant to this Agreement;

18.2.6. The transferee has executed a general release, in a form prescribed by Franchisor, of any and all claims against Franchisor and its officers, directors, shareholders, managers, members, partners, owners, employees, and agents (in their corporate and individual capacities), with respect to any representations regarding the Franchise or the business conducted pursuant thereto or any other matter that may have been made to the transferee by Franchisee; however, that if a general release is prohibited, transferee shall give the maximum release allowed by law;

18.2.7. Franchisee has provided Franchisor with a complete copy of all contracts and agreements and related documentation between Franchisee and the prospective transferee relating to the intended sale or transfer of the Franchise and Franchisor's review of such documents does not constitute a representation as to the fairness of the purchase price or the viability of the transfer;

18.2.8. Franchisee, or the transferee, has paid to Franchisor a transfer fee in the amount stated in the Summary Page;

18.2.9. The transferee has obtained all necessary consents and approvals by third parties and all applicable federal, state and local laws, rules, ordinances and requirements applicable to the transfer have been complied with or satisfied;

18.2.10. Franchisee has, and if Franchisee is an entity, all of the holders of a legal and beneficial interest in Franchisee have executed and delivered to Franchisor a nondisclosure and non-competition agreement in a form satisfactory to Franchisor and in substance the same as the nondisclosure and non-competition covenants contained in Sections 7 and 17;

18.2.11. The transferee agrees that its Designated Manager shall complete, to Franchisor's satisfaction, a training program in substance similar to the initial training described in Section 8.1 prior to assuming the management of the day-to-day operation of the Franchised Business; and

18.2.12. In the event of a transfer among a single Franchisee entity or group of purchasers comprising a single Franchisee, Franchisor reserves the right for the continuing Franchisee or owners to sign a new Franchise Agreement.

18.3. Transfer by an Individual Franchisee to Business Entity for Convenience

18.3.1. If Franchisee wishes to transfer this Agreement or any interest herein to a corporation, limited liability company or other legal entity which shall be entirely owned by Franchisee ("**Controlled Entity**"), and such Controlled Entity is being formed for the financial planning, tax or other convenience of Franchisee, Franchisor's consent to such transfer shall be conditioned upon the satisfaction of the following requirements:

18.3.1.1. The Controlled Entity is newly organized and its charter or articles of formation provides that its activities are confined exclusively to the operation of the Franchised Business;

18.3.1.2. Franchisee or all holders of a legal or beneficial interest in Franchisee own all of the equity and voting power of the outstanding stock or other capital interest in the Controlled Entity;

18.3.1.3. All obligations of Franchisee to Franchisor or any Affiliate are fully paid and satisfied; provided, however, that neither Franchisee nor the Controlled Entity shall be required to pay a transfer fee as required pursuant to Section 18.2.8;

18.3.1.4. The Controlled Entity has entered into a written agreement with Franchisor expressly assuming the obligations of this Agreement and all other agreements relating to the operation of the Franchised Business. If the consent of any other party to any such other agreement is required, Franchisee has obtained such written consent and provided the same to Franchisor prior to the final consent being provided by Franchisor;

18.3.1.5. All holders of a legal or beneficial interest in the Controlled Entity have entered into a personal guaranty with Franchisor jointly and severally guaranteeing the full payment of the Controlled Entity's obligations to Franchisor and the performance by the Controlled Entity of all the obligations of this Agreement;

18.3.1.6. Each share certificate (or other certificate reflecting an ownership interest) shall have conspicuously endorsed on it a statement, in a form satisfactory to Franchisor, that the certificate is held subject to the transfer restrictions contained in the Franchise Agreement;

18.3.1.7. Copies of the Controlled Entity's articles of incorporation or organization, bylaws, operating agreement, federal tax identification number and other governing regulations or documents, including resolutions of the board of directors authorizing entry into this Agreement, have been promptly furnished to Franchisor. Any amendment to any such documents shall also be furnished to Franchisor immediately upon adoption; and

18.3.1.8. Franchisee pays the Transfer Fee (as applicable)

18.3.2. The term of the transferred franchise shall be the unexpired term of this Agreement, including all renewal rights, subject to any and all conditions applicable to such renewal rights.

18.3.3. Franchisor's consent to a transfer of any interest in this Agreement, or of any ownership interest in the Franchised Business, shall not constitute a waiver of any claims Franchisor may have against the transferor or the transferee, nor shall it be deemed a waiver of Franchisor's right to demand compliance with the terms of this Agreement.

18.4. Transfer Among Owners; Transfer of Non-Controlling Interest.

If Franchisee is a Business Entity, your Owners may transfer their ownership interests in the Business Entity among each other, and may transfer up to a Non-Controlling Interest in the Business Entity to one or more third parties, if the following conditions are met:

18.4.1. Franchisee has provided to Franchisor advance notice of the transfer;

18.4.2. Attachment 4 has been amended to reflect the new ownership;

18.4.3. Each new Owner has signed an Unlimited Guaranty and Assumption of Obligations in the form of Attachment 3;

18.4.4. Each previous and/or new Owner has signed a general release in favor of Franchisor and in the form Franchisor requires. However, if a general release is prohibited, Franchisee shall give the maximum release allowed by law; and

18.4.5. Franchisee pays to Franchisor a Transfer Fee in the amount set forth in the Summary Pages.

18.5. Franchisor's Disclosure to Transferee

Franchisor has the right, without liability of any kind or nature whatsoever to Franchisee, to make available for inspection by any intended transferee of Franchisee all or any part of Franchisor's records relating to this Agreement, the Franchised Business or to the history of the relationship of the parties hereto. Franchisee hereby specifically consents to such disclosure by Franchisor and shall release and hold Franchisor harmless from and against any claim, loss or injury resulting from an inspection of Franchisor's records relating to the Franchised Business by an intended transferee identified by Franchisee.

18.6. For Sale Advertising

Franchisee shall not, without prior written consent of Franchisor, place in, on or upon the location of the Franchised Business, or in any communication media, any form of advertising relating to the sale of the Franchised Business or the rights granted hereunder. Any approved advertising must comply with Franchisor's brand standards.

18.7. Transfer by Death or Incapacity

Upon the death or Incapacity of Franchisee (if Franchisee is an individual) or any holder of a legal or beneficial interest in Franchisee (if Franchisee is a business entity), the appropriate representative of such person (whether administrator, personal representative or trustee) shall, within a reasonable time not exceeding one hundred eighty (180) days following such event, transfer such individual's interest in the Franchised Business or in Franchisee to a third party approved by Franchisor. Such transfers, including transfers by will or inheritance, shall be subject to the conditions for assignments and transfers contained in this Agreement, unless prohibited by the laws of the state wherein Franchisee resided, with such choice of law provision being applicable only for this Section 18.6. During such one hundred eighty (180) day period, the Franchised Business must remain at all times under the primary management of a Designated Manager who otherwise meets Franchisor's management qualifications.

18.8. Franchisor's Resale Program

If you elect to utilize our Resale Program for your Franchised Business, we require you to enter into a separate franchise resale program agreement (in a form prescribed by us). We will charge as our "**Resale Assistance Program Fee**" 8% of the final purchase price of the Franchised Business if you request our assistance in the resale of your Franchised Business and we find a buyer for your Franchised Business. If you engage a third-party broker, you may be obligated to pay that broker a fee in addition to the Resale Assistance Program Fee paid to us. The Resale Assistance Program Fee shall be paid to us on or before closing of the sale of the Franchised Business.

19. RIGHT OF FIRST REFUSAL

19.1. Submission of Offer

If Franchisee, or any of its owners, proposes to sell or otherwise transfer (including a transfer by death or Incapacity pursuant to Section 18.6) the Franchised Business (or any of its assets outside of the normal course of business), any ownership interest in Franchisee or any ownership interest in the Franchise granted hereunder, Franchisee shall obtain and deliver a *bona fide*, executed written offer or proposal to purchase, along with all pertinent documents including any contract or due diligence materials, to Franchisor, except with regards to a sale or transfer to a family member. Franchisor shall have the right to request additional information to verify the bona fide nature of the offer. The offer must apply only to an approved sale of the assets or interests listed above and may not include any other property or rights of Franchisee or any of its owners.

19.2. Franchisor's Right to Purchase

Franchisor shall, for thirty (30) days from the date of delivery of all such documents, have the right, exercisable by written notice to Franchisee, to purchase the offered assets or interest for the price and on the same terms and conditions contained in such offer communicated to Franchisee. Franchisor has the right to substitute cash for the fair market value of any form of payment proposed in such offer. Franchisor's credit shall be deemed at least equal to the credit of any proposed buyer. After providing notice to Franchisee of Franchisor's intent to exercise this right of first refusal, Franchisor shall have up to sixty days to close the purchase. Franchisor shall be entitled to receive from Franchisee all customary representations and warranties given by Franchisee as the seller of the assets or such ownership interest or, at Franchisor's election, such representations and warranties contained in the proposal.

19.3. Non-Exercise of Right of First Refusal

If Franchisor does not exercise its right of first refusal within thirty (30) days from the date of delivery of all such documents, then the offer or proposal may be accepted by Franchisee or any of its owners, subject to Franchisor's prior written approval as required by Section 18.2. Should the sale fail to close within one hundred twenty (120) days after the offer is delivered to Franchisor, Franchisor's right of first refusal shall renew and be implemented in accordance with this Section 19.

19.4. Sales or Transfers to Family Excepted

If Franchisee, or any of its owners, proposes to sell or otherwise transfer the Franchised Business (or any of its assets outside of the normal course of business), any ownership interest in Franchisee or any ownership interest in the Franchise granted hereunder to a member of Franchisee's (or its owners') family, then the terms and conditions of this Section 19 shall be inapplicable. Nothing in this Section 19.4 shall be construed to relieve Franchisee from full compliance with the terms and conditions of Section 18 prior to a sale or transfer to family pursuant to this Section 19.

20. BENEFICIAL OWNERS OF FRANCHISEE

Franchisee represents, and Franchisor enters into this Agreement in reliance upon such representation, that the individuals identified in Attachment 4 are the sole holders of a legal or beneficial interest (in the stated percentages) of Franchisee. Any change in these owners or their respective interests without Franchisor's prior written consent shall constitute a material breach of this Agreement.

21. RELATIONSHIP AND INDEMNIFICATION

21.1. Relationship

This Agreement is purely a contractual relationship between the parties and does not appoint or make Franchisee an agent, legal representative, joint venture, partner, employee, servant or independent contractor of Franchisor for any purpose whatsoever. Franchisee is an independent contractor. Franchisee may not represent or imply to third parties that Franchisee is an agent of Franchisor, and Franchisee is in no way authorized to make any contract, agreement, warranty or representation on behalf of Franchisor, or to create any obligation, express or implied, on Franchisor's behalf. During the term of this Agreement, and any extension or renewal hereof, Franchisee shall hold itself out to the public only as a franchisee and an owner of the Franchised Business operating the Franchised Business pursuant to a franchise from Franchisor. Franchisee shall take such affirmative action as may be necessary to do so including, without limitation, exhibiting a notice of that fact in a conspicuous place on all forms, stationery or other written materials, the content of which Franchisor has the right to specify. Under no circumstances shall Franchisor be liable for any act, omission, contract, debt, nor any other obligation of Franchisee. Franchisor shall in no way be responsible for any injuries to persons or property resulting from the operation of the Franchised Business. Any third-party contractors and vendors retained by Franchisee to convert or construct the premises are independent contractors of Franchisee alone. Under no circumstances shall Franchisor be liable for any act, omission, contract, debt, or any other obligation of Franchisee.

21.2. Standard of Care

This Agreement does not establish a fiduciary relationship between the parties. Unless otherwise specifically provided in this Agreement with respect to certain issues, whenever this Agreement requires Franchisee to obtain Franchisor's written consent or permits Franchisee to take any action or refrain from taking any action, Franchisor is free to act in its own self-interest without any obligation to act reasonably, to consider the impact on Franchisee or to act subject to any other standard of care limiting Franchisor's right, except as may be provided by statute or regulation.

21.3. Indemnification

Franchisee shall hold harmless and indemnify Franchisor, any Affiliate, all holders of a legal or beneficial interest in Franchisor and all officers, directors, executives, managers, members, partners, owners, employees, agents, successors and assigns (collectively "**Franchisor Indemnities**") from and against all losses, damages, fines, costs, expenses or liability (including reasonable attorneys' fees and all other costs of litigation) incurred in connection with any action, suit, demand, claim, investigation or proceeding, or any settlement thereof, which arises from or is based upon Franchisee's **(a)** ownership or operation of the Franchised Business; **(b)** violation, breach or asserted violation or breach of any federal, state or local law, regulation or rule; **(c)** breach of any representation, warranty, covenant, or provision of this Agreement or any other agreement between Franchisee and Franchisor (or an Affiliate); or **(d)** defamation of Franchisor or the System; or infringement, violation or alleged infringement or violation of any Mark, patent or copyright or any misuse of the Trade Secrets or other Confidential Information. Franchisee's indemnification obligations shall not apply to the extent that the damages are caused by Franchisor's negligence or breach of this Agreement. The obligations of this Section 21.3 shall expressly survive the termination of this Agreement. Franchisee's indemnification obligations shall also apply to claims alleging Franchisor's own vicarious liability or "joint employer" status.

21.4. Right to Retain Counsel

Franchisee shall give Franchisor immediate notice of any such action, suit, demand, claim, investigation or proceeding that may give rise to a claim for indemnification by a Franchisor Indemnity. Franchisor has the right to retain counsel of its own choosing in connection with any such action, suit, demand, claim, investigation or proceeding. In order to protect persons, property, Franchisor's reputation or the goodwill of others, Franchisor has the right to, at any time without notice, take such remedial or corrective actions as it deems expedient with respect to any action, suit, demand, claim, investigation or proceeding if, in Franchisor's sole judgment, there are grounds to believe any of the acts or circumstances listed above have occurred. If Franchisor's exercise of its rights under this Section 21 causes any of Franchisee's insurers to refuse to pay a third-party claim, all cause of action and legal remedies Franchisee might have against such insurer shall automatically be assigned to Franchisor without the need for any further action on either party's part. Under no circumstances shall Franchisor be required or obligated to seek coverage from third parties or otherwise mitigate losses in order to maintain a claim against Franchisee.

The failure to pursue such remedy or mitigate such loss shall in no way reduce the amounts recoverable by Franchisor from Franchisee.

21.5. No Liability for Others' Products or Acts

Franchisor disclaims all express and implied warranties and all other liability concerning any defects, malfunctions, or other deficiencies in equipment or other products manufactured by anyone other than us or our affiliates, or such parties' acts or omissions. Franchisee agrees not to make any claims against Franchisor or our affiliates with respect to products that Franchisor and our affiliates did not manufacture, even if the Franchisor or our affiliates sold the Franchisee the product or designated or approved its source. Franchisees are required to assert any claims only against the manufacturer of the product, even if the Franchisee obtained it through us or our affiliate.

21.6. No Liability for Acts of the Other Party

Franchisor and Franchisee may not make any impress or implied agreements, warranties, guarantees, or representations, or incur any debt, in the name or on behalf of the other or represent that our relationship with you is other than franchisor and franchisee. Franchisor will not be obligated for any damages to any person or property directly or indirectly arising from your operation of the business you conduct under this Agreement.

22. GENERAL CONDITIONS AND PROVISIONS

22.1. No Waiver

No failure of Franchisor to exercise any power reserved to it hereunder, or to insist upon strict compliance by Franchisee with any obligation or condition hereunder, and no custom nor practice of the parties in variance with the terms hereof, shall constitute a waiver of Franchisor's right to demand exact compliance with the terms of this Agreement. Waiver by Franchisor of any particular default by Franchisee shall not be binding unless in writing and executed by Franchisor and shall not affect nor impair Franchisor's right with respect to any subsequent default of the same or of a different nature. Subsequent acceptance by Franchisor of any payment(s) due shall not be deemed to be a waiver by Franchisor of any preceding breach by Franchisee of any terms, covenants or conditions of this Agreement.

22.2. Injunctive Relief

As any breach by Franchisee of any of the restrictions contained in Sections 6, 7, and 17 would result in irreparable injury to Franchisor, and as the damages arising out of any such breach would be difficult to ascertain, in addition to all other remedies provided by law or in equity, Franchisor shall be entitled to seek injunctive relief (whether a restraining order, a preliminary injunction or a permanent injunction) from any court of competent jurisdiction or the American Arbitration Association against any such breach, whether actual or contemplated, without the necessity of posting security or bond and Franchisee shall be responsible for Franchisor's reasonable attorneys' fees incurred in pursuing the same. Franchisor's right to seek injunctive relief will not affect the parties' waiver of jury trial and covenant to mediate and arbitrate all disputes in accordance with Sections 23.7 and 23.8. Franchisor's rights herein shall include pursuing injunctive relief in any court of competent jurisdiction.

22.3. Notices

All notices required or permitted under this Agreement shall be in writing and shall be deemed received: **(a)** at the time delivered by hand to the recipient party (or to an officer, director, or partner of the recipient party); **(b)** on the next business day after transmission by e-mail or other reasonably reliable electronic communication system; **(c)** two (2) business days after being sent via guaranteed overnight delivery by a commercial courier service; or **(d)** five (5) business days after being sent by Registered Mail, return receipt requested. Either party may change its address by a written notice sent in accordance with this Section 22.3. All notices, payments, and reports required by this Agreement shall be sent to Franchisor at the following address:

Accelerated Services Franchise, LLC
Attn: Sherrod Hunter
2304 E Busch Blvd
Tampa, Florida 33612

22.4. Cost of Enforcement or Defense

If either party is required to enforce this Agreement in a judicial proceeding, the substantially prevailing party shall be entitled to reimbursement of its costs, including reasonable accounting and attorneys' fees, travel costs, expert witness fees, filing fees, and other litigation costs.

22.5. Unlimited Guaranty and Assumption of Obligations

All holders of a legal or beneficial interest in Franchisee of five percent (5%) or greater shall be required to execute, as of the date of this Agreement, the Unlimited Guaranty and Assumption of Obligations attached as Attachment 3, through which such holders agree to assume and discharge all of Franchisee's obligations under this Agreement and to be personally liable hereunder for all of the same.

22.6. Approvals

Whenever this Agreement requires the prior approval or consent of Franchisor, Franchisee shall make a timely written request to Franchisor for such approval and, except as otherwise provided herein, any approval or consent granted shall be effective only if in writing. Franchisor shall not unreasonably withhold its approval or consent. Franchisor makes no warranties or guarantees upon which Franchisee may rely, and assumes no liability or obligation to Franchisee or any third party to which it would not otherwise be subject, by providing any waiver, approval, advice, consent or services to Franchisee in connection with this Agreement, or by reason of any neglect, delay or denial of any request for approval.

22.7. Entire Agreement

This Agreement, including its exhibits, constitutes the entire, complete, and fully integrated agreement between Franchisor and Franchisee concerning the subject matter hereof, and supersedes all prior representations, promises, and agreements. No amendment, change or variance from this Agreement shall be binding on either party unless memorialized in a writing executed by both parties. Nothing in this or any related agreement, however, is intended to disclaim any representations we made in the franchise disclosure document that we furnished to you.

22.8. Severability

22.8.1. Except as noted below, each paragraph, part, term and provision of this Agreement shall be considered severable. If any paragraph, part, term or provision herein is ruled to be unenforceable, unreasonable or invalid, such ruling shall not impair the operation of or affect the remaining portions, paragraphs, parts, terms and provisions of this Agreement, and the latter shall continue to be given full force and effect and bind the parties; and such unenforceable, unreasonable or invalid paragraphs, parts, terms or provisions shall be deemed not part of this Agreement. If Franchisor determines that a finding of invalidity adversely affects the basic consideration of this Agreement, Franchisor has the right to, at its option, terminate this Agreement.

22.8.2. Notwithstanding the above, each of the covenants contained in Sections 7 and 17 shall be construed as independent of any other covenant or provision of this Agreement. If all or any portion of any such covenant is held to be unenforceable, unreasonable or invalid, then it shall be amended to provide for limitations on disclosure of Trade Secrets or other Confidential Information or on competition to the maximum extent provided or permitted by law.

22.9. Construction

All captions herein are intended solely for the convenience of the parties, and none shall be deemed to affect the meaning or construction of any provision hereof.

22.10. Force Majeure

No Party shall be deemed in default of this Agreement for any delay or failure to fulfill any obligation (other than a payment obligation) hereunder so long as and to the extent to which any delay or failure in the fulfillment of such obligation is prevented, frustrated, hindered or delayed as a consequence of circumstances of Force Majeure, which shall be defined as those significant events outside the party's control, including but not limited to Acts of God, fire, flood, or other natural forces, war, acts of terrorism, civil unrest, government actions or regulations, national pandemic, or any other event similar to those enumerated above. Such excuse from liability shall be effective only to the extent and duration of the event(s) causing the failure or delay in performance and provided that the Party has not caused such event(s) to occur and continues to use diligent, good faith efforts to avoid the effects of such event and to perform the obligation. A Party claiming the benefit of this provision shall, as soon as reasonably practicable after the occurrence of any such event, (a) provide written notice to the other Party of the nature and extent of any such Force Majeure condition; (b) use commercially reasonable efforts to remove any such causes and resume performance under this Agreement, as applicable, as soon as reasonably practicable; and (c) otherwise continue performing its obligations hereunder. In the event of any such delay, this Agreement shall be extended for a period equal to the time lost by reason of the delay, but not to exceed 12 months. If, however, either party is unable to perform its obligations under this Agreement for reasons excused by this provision for a period in excess of 12 consecutive months (or otherwise agreed to in writing by both parties), the parties may terminate this Agreement without penalty after 30 days written notice to the other party. This clause shall not result in an extension of the term of this Agreement.

22.11. Timing

Time is of the essence with respect to all provisions in this Agreement. Except as set forth in Section 22.10, failure to perform any act within the time required or permitted by this Agreement shall be a material breach.

22.12. Withholding Payments

Franchisee shall not, for any reason, withhold payment of any Royalty Fees or other amounts due to Franchisor or to an Affiliate. Franchisee shall not withhold or offset any amounts, damages or other monies allegedly due to Franchisee against any amounts due to Franchisor. No endorsement or statement on any payment for less than the full amount due to Franchisor will be construed as an acknowledgment of payment in full, or an accord and satisfaction, and Franchisor has the right to accept and cash any such payment without prejudice to Franchisor's right to recover the full amount due, or pursue any other remedy provided in this Agreement or by law. Franchisor has the right to apply any payments made by Franchisee against any of Franchisee's past due indebtedness as Franchisor deems appropriate. Franchisor shall set off sums Franchisor owes to Franchisee against any unpaid debts owed by Franchisee to Franchisor.

22.13. Further Assurances

Each party to this Agreement will execute and deliver such further instruments, contracts, forms or other documents, and will perform such further acts, as may be necessary or desirable to perform or complete any term, covenant or obligation contained in this Agreement.

22.14. Third-Party Beneficiaries

Anything to the contrary notwithstanding, nothing in this Agreement is intended, nor shall be deemed, to confer upon any person or legal entity other than Franchisor or Franchisee, and their respective successors and assigns as may be contemplated by this Agreement, any rights or remedies under this Agreement.

22.15. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one agreement.

22.16. The Exercise of Our Business Judgement

Because complete and detailed uniformity under many varying conditions might not be possible or practical, you acknowledge that we specifically reserve the full right and privilege, as we deem best according to our business judgment, to vary Brand Standards or other aspects of the franchise System for any franchisee. You have no right to require us to grant you a similar variation or accommodation. We have the right to develop, operate, and change the franchise System in any manner this Agreement does not specifically prohibit. Whenever this Agreement reserves our right to take or withhold an action, or to grant or decline to grant you the right to take or omit an action, we may, except as this Agreement specifically provides, make our decision or exercise our rights based on information then available to us and our judgment of what is best for us, JUNK SHOT franchisees generally, or the franchise System when we make our decision, whether or not we could have made other reasonable or even arguably preferable alternative decisions and whether or not our decision promotes our financial or other individual interest. You acknowledge and agree that this exercise of our business judgement is not reviewable by a judge or arbitrator.

22.17. No Affiliate Liability

You acknowledge and agree that none of our past, present, or future directors, officers, employees, incorporators, members, partners, stockholders, subsidiaries, parents, affiliates, controlling parties, entities under common control, ownership, or management, vendors, service providers, agents, attorneys, or representatives will have any liability for (i) any of our obligations or liabilities relating to or arising from this Agreement, (ii) any claim against us based on, in respect of, or by reason of the relationship between you and us, or (iii) any claim against us based on any of our alleged unlawful acts or omissions.

22.18. Disavowal of Oral Representations

Both parties acknowledge that each party wants all terms of the business relationship to be defined in this written agreement, and that neither party wants to enter into a business relationship with the other in which any terms or obligations are subject to any oral statements or in which oral statements serve as the basis for creating rights or obligations different than or supplementary to the rights and obligations as set forth in this Agreement. Therefore, both parties agree that this Agreement will supersede and cancel any prior and/or contemporaneous discussions between the Franchisor and the Franchisee. Each party agrees that neither party has placed nor will place any reliance on any such discussions. Franchisee agrees that no representations have been made to the Franchisee concerning this Agreement or the JUNK SHOT franchise other than as contained in this Agreement and also in the Franchise Disclosure Document that the Franchisee received prior to the Franchisee signing this Agreement. Franchisee agrees that no claims, representations, warranties, or guarantees, express or implied, regarding actual or potential earnings, sales, profits, or success of your JUNK SHOT franchise have been made to the Franchisee other than as set forth in Item 19 of the FDD.

22.19. Variance

Franchisor has the right to vary standards or specifications for any franchisee based upon that particular franchisee's qualifications, the peculiarities of the particular site or circumstances, the demographics of the trade area, business potential, existing business practices or any other condition which Franchisor deems to be of importance to the successful operation of any particular Franchised Business. Franchisor shall not be required to disclose or grant to Franchisee a like or similar variance hereunder.

22.20 Enforcement of Covenants

Franchisee acknowledges and agrees that (i) this section is reasonable because it promotes and protects the subject matter of this Agreement and/or the underlying relationship and/or deters any potential conflict of interest; (ii) the time, territory, and scope of the covenants provide in this Section are reasonable and necessary for the protection of our legitimate business interests; (iii) Franchisee has received sufficient and valid consideration in exchange for those covenants; (iv) enforcement of the same would not impose undue hardship because Franchisee has sufficient professional skills; and (v) the period of protection provided by these covenants will not be reduced by any period of time during which Franchisee is in violation of the provisions of those covenants or any period of time required for enforcement of those covenants. To the extent that this Section is judicially determined to be unenforceable by virtue of its scope or in terms of area, restricted activity or length of time, but may be made enforceable by reductions of any or all thereof, the same will be so modified and enforced to the fullest extent permissible. Franchisee agrees that the existence of any claim Franchisee may have against Franchisor, whether or not arising from this Agreement, will not constitute a defense to our enforcement of the covenants contained in this Section. Franchisee acknowledges that any breach or threatened breach of this Section will cause Franchisor irreparable injury for which no adequate remedy at law is available, and Franchisee consents to the issuance of a temporary or permanent injunction prohibiting any conduct violating the terms of this Section. Such injunctive relief will be in addition to any other remedies or claims for damages that we may have.

22.21 Disputed Enforceability

The parties have attempted in the above Section to limit Franchisee's right to compete only to the extent necessary to protect Franchisor from unfair competition. The parties hereby expressly agree that if the scope of enforceability of the above provision is disputed at any time by Franchisee, a court or arbitrator, as the case may be, may modify this Section to the extent it deems necessary to make supervision enforceable under applicable law. In addition, Franchisor reserves the right to reduce the scope of said provision with Franchisee's consent, at any time or times, effective immediately upon notice to Franchisee. FRANCHISEE EXPRESSLY ACKNOWLEDGES THAT IT POSSESSES SKILLS AND ABILITIES OF A GENERAL NATURE AND HAS OTHER OPPORTUNITIES TO EXPLOIT SUCH SKILLS. CONSEQUENTLY, ENFORCEMENT OF THE COVENANTS SET FORTH ABOVE WILL NOT DEPRIVE FRANCHISEE OF THE ABILITY TO EARN A LIVING.

22.22 Franchisee's Acknowledgement

Franchisor must be protected against the potential for unfair competition by Franchisee's use of Franchisor's training, assistance, Confidential Information, and Trade Secrets in direct competition with Franchisor. Franchisee further acknowledges that Franchisor would not have entered into this Agreement or shared the Confidential Information, Trade Secrets, and other information with Franchisee absent Franchisee's agreement to strictly comply with the provisions of this Section. Franchisee acknowledges that as a Franchisee of Franchisor, it will have access to Franchisor's Trade Secrets and Confidential Information and therefore be in a unique position to use the special knowledge gained as a franchisee. Franchisee acknowledges that a breach of the covenants contained in this Section will be deemed to threaten immediate and substantial irreparable injury to Franchisor. Accordingly, Franchisee agrees that Franchisor will have the right without prior notice to Franchisee, to obtain immediate injunctive relief without limiting any other rights or remedies and without posting a bond.

23. DISPUTE RESOLUTION

23.1. Choice of Law

Except to the extent this Agreement or any particular dispute is governed by federal law, this Agreement shall be governed by and construed in accordance with the laws of the State of Florida (without reference to its conflict of laws principles).

23.2. Consent to Jurisdiction

Notwithstanding the foregoing provisions of this Section 23.2 the parties' agreement to mediate or arbitrate shall not apply to any controversy, dispute or claim related to or based on amounts owed to Franchisor pursuant to this Agreement or for temporary or preliminary injunctive or other extraordinary relief sought ("Excepted Claims"). The parties agree (subject to state law) that any action brought by either party against the other shall be brought and maintained exclusively in the jurisdiction of the state courts of Hillsborough County, Florida and the federal district court of said county. Franchisee and the Owners hereby waive all questions of personal jurisdiction for the purpose of carrying out this provision. Franchisee and the Owners hereby agree that service of process may be made upon any of them in any proceeding relating to or arising out of this Agreement or the relationship created by this Agreement by any means allowed by Florida or federal law.

23.3. Cumulative Rights and Remedies

No right or remedy conferred upon or reserved to Franchisor or Franchisee by this Agreement is intended to be, nor shall be deemed, exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be in addition to every other right or remedy. Nothing contained herein shall bar Franchisor's right to obtain injunctive relief against threatened conduct that may cause it loss or damages, including obtaining restraining orders and preliminary and permanent injunctions.

23.4. Limitations of Claims

To the extent permitted by law, with respect to any claim which arises out of or relates to this agreement or the dealings of the parties ("**Claim**"), Franchisee must bring such Claim within two (2) years and a day after the cause of such action accrues, regardless of when Franchisee knew or should have known of the facts giving rise to the Claim, or such Claim is otherwise barred.

In addition, to the extent permitted by law, Franchisee agrees to bring no Claim until meeting personally with Franchisor's Chief Executive Officer in Hillsborough County, Florida to conduct settlement negotiations in person. Both parties agree to reasonably cooperate to schedule any requested settlement conference within thirty (30) days of request.

23.5. Limitation of Damages

Franchisee waives, to the extent permitted by law, any claim for consequential, punitive or exemplary damages against the Franchisor in any Claim. Further, in any Claim, Franchisee agrees, to the extent permitted by law, that its maximum damages recoverable by Franchisee for any claims whether arising under contract or tort law shall be limited to a refund of Franchisee's Franchise Fee and Royalty Fees paid to Franchisor within the past 18-month period.

23.6. Waiver of Jury Trial and Punitive Damages

FRANCHISEE AND FRANCHISOR EACH IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, WHETHER AT LAW OR EQUITY, BROUGHT BY EITHER OF THEM AGAINST THE OTHER AND ALSO WAIVE THE RIGHT TO SEEK OR RECOVER PUNITIVE DAMAGES IN ANY SUCH ACTION.

23.7. Mediation

23.7.1 The parties acknowledge that during the term and any extensions of this Agreement certain disputes may arise that the parties are unable to resolve, but that may be resolvable through mediation. To facilitate such resolution, the Franchisor, you, and each Owner agree to submit to mediation any claim, controversy, or dispute between Franchisor or its Affiliates (and Franchisor's and its Affiliate's respective owners, officers, directors, agents, representatives, and/or employees) and you or your Affiliates (and your Owners, agents, representatives, and/or employees) arising out of or related to **(a)** this Agreement or any other agreement between Franchisor and you, **(b)** Franchisor's relationship with you, or **(c)** the validity of this Agreement or any other agreement between the Franchisor and you, before bringing such claim, controversy, or dispute in a court or before any other tribunal. Any information disclosed by either party in mediation may only be used for those purposes and may not be used in any following litigation or arbitration. Mediation must be conducted in person, and no telephonic or electronic appearance by any of the parties or their counsel is permitted except for the purposes of scheduling mediation or discussing non-material mediation-related matters.

23.7.2 The mediation shall be conducted by a mediator agreed upon by the Franchisor and you and, failing such agreement within not more than fifteen (15) days after either party has notified the other of its desire to seek mediation, by the American Arbitration Association or any successor organization ("**AAA**") in accordance with its rules governing mediation. Mediation shall be held at the offices of the AAA in the city in which Franchisor maintains its principal business address at the time of mediation. The costs and expenses of mediation, including the compensation and expenses of the mediator (but excluding attorneys' fees incurred by either party), shall be borne by the parties equally.

23.7.3 If the parties are unable to resolve the claim, controversy or dispute within ninety (90) days after the mediator has been chosen, then, unless such time period is extended by written agreement of the parties, either party may bring a legal proceeding pursuant to Section 23.2. The parties agree that statements made during such mediation proceeding will not be admissible for any purpose in any subsequent legal proceeding.

23.7.4 Notwithstanding the foregoing provisions of this Section 23.7, the parties' agreement to mediate shall not apply to controversies, disputes, or claims related to or based on amounts owed to Franchisor pursuant to this Agreement, the Marks, Copyrighted Works, or Franchisor's Confidential Information. Moreover, regardless of this mediation agreement, Franchisor and you each have the right in a proper case to seek temporary restraining orders and temporary or preliminary injunctive relief in any court of competent jurisdiction.

23.7.5 Neither illness, Covid, inconvenience, weather, or any other reason shall serve to excuse your personal appearance for mediation.

23.8. Arbitration

23.8.1 If the parties are unable to resolve the claim, controversy or dispute through mediation as provided in Section 23.7 above, Franchisor and Franchisee agree to submit any such claim, controversy or dispute (collectively, "**Dispute**") between Franchisor or any of its affiliates (and/or their respective shareholders, officers, directors, agents, representatives and/or employees) and Franchisee (and/or Franchisee's owners, guarantors, agents, representatives and/or employees, as applicable) arising out of or related to (a) this Agreement or any other agreement between Franchisor and Franchisee, (b) Franchisor's relationship with Franchisee, (c) the validity of this Agreement or any other agreement between Franchisor and Franchisee, or (d) any System standard, to arbitration.

23.8.2 For avoidance of doubt, this provision specifically requires both parties to arbitrate all our disputes through the American Arbitration Association ("AAA"). The arbitration shall be conducted by one (1) arbitrator selected by agreement of the parties or (in the event the parties cannot agree) in accord with the Rules where the arbitrator will apply the law to the facts and evidence presented, and where we will not use the local court system or its judges. By signing this franchise agreement, you are consenting to resolve disputes through arbitration administered by the AAA, using the current AAA's Commercial Arbitration Rules ("Rules").

23.8.3 The arbitration shall be governed by the United States Arbitration Act, 9 U.S.C. § 1-16. Judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof and will be final, binding and non-appealable. The arbitrator shall issue a standard award.

23.8.4 The place of arbitration shall be in the county in which Franchisor designates at the time of arbitration, currently set in Hillsborough County, Florida, unless otherwise mutually agreed between the parties. Franchisor reserves the right, but has no obligation, to advance Franchisee's share of the costs of any arbitration proceeding in order for such arbitration proceeding to take place and by doing so shall not be deemed to have waived or relinquished its right to seek the recovery of those costs in accordance with this Section 23.8. Any party who fails to pay the arbitration fees or participate in arbitration by filing responsive pleadings, answering discovery, or attending the final hearing shall not use events or sanctions arising from such events as a defense; and the participating party shall have the right to proceed to trial on its claims, and any judgment awarded therein shall be fully binding as if all parties fully participated. The arbitrator, in the conduct of the arbitration, shall not have the authority to declare any Mark generic or otherwise invalid and, to the fullest extent permitted by law, each party waves any right to or claim for any punitive, exemplary, incidental or consequential damages against the other.

23.8.5 The parties agree that all Disputes submitted to arbitration shall be conducted on an individual, and not a class wide basis, and that only Franchisor (and its affiliates and its and their respective owners, officers, directors, agents and employees, as applicable) and Franchisee (and its affiliates and its and their respective owners, guarantors, officers and directors, as applicable) may be the parties to any arbitration proceeding described in this Section 23.8, and that no such arbitration proceeding shall be consolidated with any other arbitration proceeding involving Franchisor and/or any other natural person, association, corporation, partnership, limited liability company, or other entity.

23.8.6 Notwithstanding the foregoing provisions of this Section 23.8, the parties' agreement to mediate or arbitrate shall not apply to controversies, disputes or claims related to or based on amounts owed to Franchisor pursuant to this Agreement, the Marks, Franchisor's copyrighted works or Franchisor's Confidential Information. Moreover, regardless of this mediation/arbitration agreement, Franchisor and Franchisee each have the right in a proper case to seek temporary restraining orders and temporary or preliminary injunctive relief in any court of competent jurisdiction. Any information disclosed by either party in mediation or pre-arbitration settlement discussions may only be used for those purposes and may not presented as evidence in arbitration. Parties and their counsel must be present in-person for the final hearing, and any telephonic or electronic appearances are reserved for pre-hearing matters and remote non-party witnesses only. The Franchisee acknowledges and expressly agrees that the Franchisor requires strict compliance with all terms and provisions of this Section 23.8.

23.8.7 Neither illness, Covid, inconvenience, weather, or any other reason shall serve to excuse your personal appearance for depositions or evidentiary hearings.

23.9. Class Action Waiver

EACH OF THE PARTIES HEREBY IRREVOCABLY WAIVES THE RIGHT TO LITIGATE ON A CLASS ACTION BASIS, IN ANY CLAIM, ACTION, PROCEEDING, OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY ANY PARTY.

24. ACKNOWLEDGMENTS

24.1. Receipt of this Agreement and the Franchise Disclosure Document

Franchisee represents and acknowledges that it has received, read and understands this Agreement; and that Franchisor has afforded Franchisee ample time and opportunity to consult with advisors of its own choosing about the potential benefits and risks of entering into this Agreement. Franchisee represents and acknowledges that it has received, at least fourteen calendar-days prior to the date on which this Agreement was executed, the franchise disclosure document required by the Trade Regulation Rule of the Federal Trade Commission entitled Disclosure Requirements and Prohibitions Concerning Franchising and Business Opportunity Ventures.

24.2. Consultation by Franchisee

Franchisee represents that it has been urged to consult with its own advisors with respect to the legal, financial and other aspects of this Agreement, the business franchised hereby and the prospects for that business. Franchisee represents that it has either consulted with such advisors or has deliberately declined to do so.

24.3. True and Accurate Information

Franchisee represents that all information set forth in any and all applications, financial statements and submissions to Franchisor is true, complete and accurate in all respects, and Franchisee acknowledges that Franchisor is relying upon the truthfulness, completeness and accuracy of such information.

24.4. Risk

Franchisee represents that it has conducted an independent investigation of the business contemplated by this Agreement and acknowledges that, like any other business, an investment in a Franchised Business involves business risks and that the success of the venture is dependent, among other factors, upon the business abilities and efforts of Franchisee. Franchisor makes no representations or warranties, express or implied, in this Agreement or otherwise, as to the potential success of the business venture contemplated hereby.

24.5. No Guarantee of Success

Franchisee represents and acknowledges that it has not received or relied on any representation, promise, or guarantee, express or implied, made by Franchisor or any authorized representative of Franchisor, as to the revenues, profits or likelihood of success of the Franchised Business. Franchisee represents and acknowledges that no representations have been made by Franchisor's officers, directors, employees or agents that are not contained in, or are inconsistent with, the statements made in the franchise disclosure document delivered to Franchisee in connection with the grant of the franchise memorialized by this Agreement.

24.6. No Violation of Other Agreements

Franchisee represents that its execution of this Agreement will not violate any other agreement or commitment to which Franchisee or any holder of a legal or beneficial interest in Franchisee is a party.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby have duly executed this Agreement as of the Effective Date.

FRANCHISOR: **ACCELERATED SERVICES FRANCHISE, LLC**	**FRANCHISEE:**
By: ______________________________ Sherrod Hunter, President & COO	By: ______________________________ [insert Name/Title]

ATTACHMENT 1 TO THE FRANCHISE AGREEMENT
KEY TERMS

1. Section 2.2.1 Franchisee's authorized Territory is described as follows:

____
____.

2. Section 2.2.2. the approved Franchised Business Office location is ______________________________
____
____

3. FEES

Section 3.1. Initial Franchise Fee
The Initial Franchise Fee is
☐ $59,900 (one Territory) or
☐ $_________ (chosen brand, one Territory, and additional Territories(s))
Franchisee's authorized non-exclusive Territory is described as follows:
____
____.

Section 3.2. Royalty Fee

- In Territory: 7% of Gross Revenues during each reporting period
- Out of Territory: 9% of Gross Revenues, if the Gross Revenue derived in area out of Territory) is equal to or less than 25% of the Franchised Business' total Gross Revenue during the then-current reporting period
- Out of Territory: 12% of Gross Revenues, if the Gross Revenue derived in area out of Territory is more than 25% of the Franchised Business' total Gross Revenue during the then-current reporting period

Section 3.3 Minimum Monthly Royalty Fee

Monthly Operations	**Minimum Monthly Royalty Per Territory**
0 – 6	$0
7 – 18	$1,000
19 – 24	$1,500
25 – 36	$2,000
37 – 120	$3,000

*Subject to the terms stated in Section 3.3.2 of this Agreement, including Franchisor's right to modify or terminate the Territory.
Franchisee's monthly obligation shall be the greater of the percentage-based Royalty Fee or the Minimum Monthly Royalty as described in this Attachment 1.

Section 3.4. Other Operational and Miscellaneous Fees

Type of Fee	Amount
Technology Fee	$875 per month per Territory
Technology Fee per Valet Trash Contract	In addition to the $875 per month, you will also pay $149 per month for each Valet Trash contract per Territory.
C.A.R.E. Contact Center Fee	4% of Gross Revenue per month; payable at the same time and in the same manner as the Royalty Fee. Customer Service, Affordability, Reliability, Environmental responsibility Contact Center ("**C.A.R.E. Center**"). There is no C.A.R.E. Contact Center Fee for the first three months unless the franchise results from a transfer or renewal.
GPS Installation Fee	One-time $500 payment to Franchisor per vehicle
Valet Trash Operations Management Fee	$.49 per unit, per month, per multi-family community under contract; payable in the same manner as the Royalty Fee; may increase to $.99 upon 30 days' written notice to you
National Valet Trash Contract Reimbursement	Payable to us only if we secure for you a valet trash contract and you refuse to service the valet trash contract or if we deem that you are not capable of servicing the contract, we may service the contract without remitting any payment to you. If we service a national valet trash contract, contract assigned to you, we are entitled to keep all profits generated from such services and if you are paid for the national valet trash contract, we service you will reimburse us the full amount generated from such services provided.
Franchisee Valet Trash Contract Referral Fee	Payable to you if you sell a valet trash contract outside of your territory and choose not to expand into that territory to service the contract, we reserve the right to service the contract and we will pay you a referral fee equal to 1 month of the contract's invoice. Payable to another Franchisee, if another abutting franchisee secures a contract inside your Territory, you expressly agree to pay a referral fee equal to 1 month of contract's invoice. Payment must be made 30 days after the first payment for services is received.
Valet Trash Contract Transfer Fee	50% of the expected annual Gross Revenue of the related transferred valet trash contract (excluding discounts); payable to us only if we transfer to you an existing valet trash contract. "**Current Annual Gross Value**" of a valet trash contract is equal to, the contract's current monthly billing (excluding discounts) multiplied by 12.
Interview Appointment Setting Program	Once implemented the following fees will be incurred: Confirmed Scheduled Interview Fee of $50 per Interview, Placement Fee of 5% of new hire's average annual salary, and Setup Fee of $199 per job post we make on your behalf. Confirmed Scheduled Interviews are interviews that the hiring candidate is present for the

	interview. Placement Fee is due after the New Hire's 1st completed pay period. Setup Fee is not mandatory. Setup Fee covers the setup of the job post portal and job post content. Trash Porter Screening Fee of $299 per job and Setup Fee of $199 per job post we make on your behalf. Trash Porter Screening Fee covers interview screening of all submitted job post applicants for 30 Days or until an applicant is hired. Trash porter screening will resume if the new hire is terminated in the 30-day period. Setup Fee is Not Mandatory. Setup Fee covers the setup of the job post portal and job post content. All fees are payable on demand and must be paid at the time or in manner designated by the Franchisor.

Section 13.20. National Account Management Fees

National Account Management Fee	If you participate in our National Junk Removal Accounts Program, we may charge you a commission rate between 10% and 20% of Gross Revenue generated by the national account, in addition to the Royalty Fee, depending on the size of the national junk removal account and the scope of services that we provide in managing or servicing the national junk removal account. (See Section 13.20 for more details)

Section 11.1. Local Advertising Fee

☐ The greater of $3,500 or 5% of monthly Gross Revenue.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby have duly executed this Attachment 1 as of the Effective Date.

FRANCHISOR:
ACCELERATED SERVICES FRANCHISE, LLC

By: ______________________________________
Sherrod Hunter, President & COO

FRANCHISEE:

By: ______________________________________
[insert Name/Title]

ATTACHMENT 2 TO THE FRANCHISE AGREEMENT
NONDISCLOSURE AND NON-COMPETITION AGREEMENT

This "**Agreement**" made as of the ____ day of ____________, 20___, is by and between ____, ("**Franchisee**") (d/b/a as ______ Franchise) and ____ ("**Individual**").

W I T N E S E T H:

WHEREAS, Franchisee is a party to that certain Franchise Agreement dated _______________, 20__ ("**Franchise Agreement**") by and between Franchisee and the Accelerated Services Franchise, LLC ("**Company**") for operation of a JUNK SHOT franchised business ("**Franchised Business**"); and

WHEREAS, Franchisee desires Individual to have access to and review certain Trade Secrets and other Confidential Information, which are more particularly described below; and

WHEREAS, Franchisee is required by the Franchise Agreement to have Individual execute this Agreement prior to providing Individual access to said Trade Secrets and other Confidential Information; and

WHEREAS, Individual understands the necessity of not disclosing any such information to any other party or using such information to compete against Company, Franchisee or any other franchisee of Company in any business **(i)** that offers or provides (or grants franchises or licenses to others to operate a business that offers or provides) residential and commercial bulk trash removal and hauling service and/or a doorstep trash removal valet service for multi-family residential properties similar to those provided by Franchisee or **(ii)** in which Trade Secrets and other Confidential Information (as defined below) could be used to the disadvantage of Franchisee, or Company, any affiliate of Company or Company's other franchisees (hereinafter, "**Competitive Business**"); provided, however, that the term Competitive Business shall not apply to any business operated by Franchisee under a Franchise Agreement with Company.

NOW, THEREFORE, in consideration of the mutual promises and undertakings set forth herein, and intending to be legally bound hereby, the parties hereby mutually agree as follows:

1. Trade Secrets and Confidential Information

Individual understands Franchisee possesses and will possess Trade Secrets and other Confidential Information that are important to its business.

a) For the purposes of this Agreement, a "**Trade Secret**" is information in any form (including, but not limited to, materials and techniques, technical or non-technical data, formulas, patterns, compilations, programs, devices, methods, techniques, drawings, processes, financial data, financial plans, product plans, passwords, lists of actual or potential customers or suppliers) related to or used in the Franchised Business that is not commonly known by or available to the public and that information: **(i)** 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 **(ii)** is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

b) For the purposes of this Agreement "**Confidential Information**" means technical and non-technical information used in or related to the Franchised Business that is not commonly known by or available to the public, including, without limitation, Trade Secrets and information contained in the Confidential Operations Manual and training guides and materials. In addition, any other information identified as confidential when delivered by Franchisee shall be deemed Confidential Information. Confidential Information shall not include, however, any information that: **(i)** is now or subsequently becomes generally available to the public through no fault of Individual; **(ii)** Individual can demonstrate was rightfully in its possession, without obligation of nondisclosure, prior to disclosure pursuant to this Agreement; **(iii)** is independently developed without the use of any Confidential Information; or **(iv)** is rightfully obtained from a third party who has the right, without obligation of nondisclosure, to transfer or disclose such information.

c) Any information expressly designated by Company or Franchisee as Trade Secrets or Confidential Information shall be deemed such for all purposes of this Agreement, but the absence of designation shall not relieve Individual of his or her obligations hereunder in respect of information otherwise constituting Trade Secrets or Confidential Information. Individual understands Franchisee's providing of access to the Trade Secrets and other Confidential Information creates a relationship of confidence and trust between Individual and Franchisee with respect to the Trade Secrets and other Confidential Information.

2. Confidentiality/Non-Disclosure

a) Individual shall not communicate or divulge to (or use for the benefit of) any other person, firm, association, or corporation, with the sole exception of Franchisee, now or at any time in the future, any Trade Secrets or other Confidential Information. At all times from the date of this Agreement, Individual must take all steps reasonably necessary and/or requested by Franchisee to ensure that the Confidential Information and Trade Secrets are kept confidential pursuant to the terms of this Agreement. Individual must comply with all applicable policies, procedures and practices that Franchisee has established and may establish from time to time with regard to the Confidential Information and Trade Secrets.

b) Individual's obligations under Section 2(a) of this Agreement shall continue in effect after termination of Individual's relationship with Franchisee, regardless of the reason or reasons for termination, and whether such termination is voluntary or involuntary, and Franchisee is entitled to communicate Individual's obligations under this Agreement to any future customer or employer to the extent deemed necessary by Franchisee for protection of its rights hereunder and regardless of whether Individual or any of its affiliates or assigns becomes an investor, partner, joint venturer, broker, distributor or the like in a Franchised Business.

3. Non-Competition

a) During the term of Individual's relationship with Franchisee and for a period of two (2) years after the expiration or termination of Individual's relationship with Franchisee, regardless of the cause of expiration or termination, Individual shall not, directly or indirectly, for themselves or through, on behalf of or in conjunction with any person or entity, divert or attempt to divert any business or customer of Franchisee to any Competitive Business, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Company's service mark JUNK SHOT DOORSTEP DETAILS, and such other trade names, trademarks, service marks, trade dress, designs, graphics, logos, emblems, insignia, fascia, slogans, drawings and other commercial symbols as the Company designates to be used in connection with the Franchised Business or the Company's uniform standards, methods, procedures and specifications for the establishment and operation of a Franchised Business.

b) During the term of Individual's relationship with Franchisee, Individual shall not, directly or indirectly, for themselves or through, on behalf of or in conjunction with any person or entity, carry on, be engaged in or take part in, render services to, or own or share in the earnings of any Competitive Business anywhere within the United States without the express written consent of Franchisor.

c) Except as otherwise approved in writing by Franchisor, Individual shall not, for a period of two (2) years after the termination of the Individual's relationship with Franchisor, either directly or indirectly, own an interest in, manage, or operate any Competitive Business in the Franchisee's Territory (as defined in the Franchisee's Franchise Agreement), or within twenty-five (25) miles from the perimeter of the Franchisee's Territory that Individual was previously affiliated with.

d) During the term of Individual's relationship with Franchisee and for a period of two (2) years thereafter, regardless of the cause of termination, Individual shall not, directly or indirectly, solicit or otherwise attempt to induce or influence any business associate of Franchisee, Company or any other Franchised Business to compete against, or terminate or modify his, her or its business relationship with, Franchisee, Company or any other Franchised Business.

4. Reasonableness of Restrictions

Individual acknowledges that each of the terms set forth herein, including the restrictive covenants, is fair and reasonable and is reasonably required for the protection of Franchisee, Company, and Company's Trade Secrets and other Confidential Information, the Company's business system, network of franchises and trade and service marks, and Individual waives any right to challenge these restrictions as being overly broad, unreasonable or otherwise unenforceable. If, however, a court of competent jurisdiction determines that any such restriction is unreasonable or unenforceable, then Individual shall submit to the reduction of any such activity, time period or geographic restriction necessary to enable the court to enforce such restrictions to the fullest extent permitted under applicable law. It is the desire and intent of the parties that the provisions of this Agreement shall be enforced to the fullest extent permissible under the laws and public policies applied in any jurisdiction where enforcement is sought.

5. Relief for Breaches of Confidentiality, Non-Solicitation and Non-Competition

Individual further acknowledges that an actual or threatened violation of the covenants contained in this Agreement will cause Franchisee and Company immediate and irreparable harm, damage and injury that cannot be fully compensated for by an award of damages or other remedies at law. Accordingly, Franchisee and Company shall be entitled, as a matter of right, to an injunction from any court of competent jurisdiction restraining any further violation by Individual of this Agreement without any requirement to show any actual damage or to post any bond or other security. Such right to an injunction shall be cumulative and in addition to, and not in limitation of, any other rights and remedies that Franchisee and Company may have at law or in equity.

6. Miscellaneous

a) This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof. Nothing in the Franchise Agreement or any related agreement is intended to disclaim the representations we made in the franchise disclosure document.

b) Except to the extent this Agreement or any particular dispute is governed by the U.S. Trademark Act of 1946 or other federal law, this Agreement shall be governed by and construed in accordance with the laws of the State of Florida (without reference to its conflict of laws principles). The Federal Arbitration Act shall govern all matters subject to arbitration. References to any law refer also to any successor laws and to any published regulations for such law as in effect at the relevant time. References to a governmental agency also refer to any regulatory body that succeeds the function of such agency.

c) Any action brought by either party, shall only be brought in the appropriate state or federal court located in or serving Hillsborough County, Florida. The parties waive all questions of personal jurisdiction or venue for the purposes of carrying out this provision. Claims for injunctive relief may be brought by Company where Franchisee is located. This exclusive choice of jurisdiction and venue provision shall not restrict the ability of the parties to confirm or enforce judgments in any appropriate jurisdiction.

d) Individual agrees if any legal proceedings are brought for the enforcement of this Agreement, in addition to any other relief to which the successful or prevailing party may be entitled, the successful or prevailing party shall be entitled to recover attorney's fees, investigative fees, administrative fees billed by such party's attorneys, court costs and all expenses, including, without limitation, all fees, taxes, costs and expenses incident to arbitration, appellate, and post-judgment proceedings incurred by the successful or prevailing party in that action or proceeding.

e) This Agreement shall be effective as of the date this Agreement is executed and shall be binding upon the successors and assigns of Individual and shall inure to the benefit of Franchisee, its subsidiaries, successors and assigns. Company is an intended third-party beneficiary of this Agreement with the independent right to enforce the confidentiality and non-competition provisions contained herein.

f) The failure of either party to insist upon performance in any one or more instances upon performance of any terms and conditions of this Agreement shall not be construed a waiver of future performance of any such term, covenant or condition of this Agreement and the obligations of either party with respect thereto shall continue in full force and effect.

g) The Section headings in this Agreement are included solely for convenience and shall not affect, or be used in connection with, the interpretation of this Agreement.

h) In the event that any part of this Agreement shall be held to be unenforceable or invalid, the remaining parts hereof shall nevertheless continue to be valid and enforceable as though the invalid portions were not a part hereof.

i) This Agreement may be modified or amended only by a written instrument duly executed by Individual, Franchisee and Company.

j) The existence of any claim or cause of action Individual might have against Franchisee or Company will not constitute a defense to the enforcement by Franchisee or Company of this Agreement.

k) Except as otherwise expressly provided in this Agreement, no remedy conferred upon Franchisee or Company pursuant to this Agreement is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given pursuant to this Agreement or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy pursuant to this Agreement shall preclude any other or further exercise thereof.

INDIVIDUAL CERTIFIES THAT HE OR SHE HAS READ THIS AGREEMENT CAREFULLY, AND UNDERSTANDS AND ACCEPTS THE OBLIGATIONS THAT IT IMPOSES WITHOUT RESERVATION. NO PROMISES OR REPRESENTATIONS HAVE BEEN MADE TO SUCH PERSON TO INDUCE THE SIGNING OF THIS AGREEMENT.

THE PARTIES ACKNOWLEDGE THAT THE COMPANY IS A THIRD-PARTY BENEFICIARY TO THIS AGREEMENT AND THAT THE COMPANY SHALL BE ENTITLED TO ENFORCE THIS AGREEMENT WITHOUT THE COOPERATION OF THE FRANCHISEE. INDIVIDUAL AND FRANCHISEE AGREE THAT THIS AGREEMENT CANNOT BE MODIFIED OR AMENDED WITHOUT THE WRITTEN CONSENT OF THE COMPANY.

IN WITNESS WHEREOF, Franchisee has hereunto caused this Agreement to be executed by its duly authorized officer, and Individual has executed this Agreement, all being done in duplicate originals with one original being delivered to each party as of the day and year first above written.

INDIVIDUAL:	**FRANCHISEE:**
Signature: _________________________	By: _______________________________
Name Printed: ______________________	Its, _______________________________

ATTACHMENT 3 TO THE FRANCHISE AGREEMENT
UNLIMITED GUARANTY AND ASSUMPTION OF OBLIGATIONS

THIS UNLIMITED GUARANTY AND ASSUMPTION OF OBLIGATIONS is given this _____ day of ___________, 20_____, by ____ (whether one or more individually and collectively "**Guarantor**").

In consideration of, and as an inducement to, the execution of that certain Franchise Agreement dated ______________________ ("**Agreement**") by Accelerated Services Franchise, LLC ("**Franchisor**"), each of the undersigned hereby personally and unconditionally guarantees to Franchisor and its successors and assigns, for the term of the Agreement and thereafter as provided in the Agreement, that __________________ ("**Franchisee**") shall punctually pay and perform each and every undertaking, agreement and covenant set forth in the Agreement. Each of the undersigned shall be personally bound by, and personally liable for, Franchisee's breach of any provision in the Agreement, including those relating to monetary obligations and obligations to take or refrain from taking specific actions or engaging in specific activities, such as those contemplated by Sections 6, 7 and 17 of the Agreement. Each of the undersigned waives: **(a)** acceptance and notice of acceptance by Franchisor of the foregoing undertakings; **(b)** notice of demand for payment of any indebtedness or non-performance of any obligations hereby guaranteed; **(c)** protest and notice of default to any party with respect to the indebtedness or non-performance of any obligations hereby guaranteed; **(d)** any right it may have to require that an action be brought against Franchisee or any other person as a condition of liability; and **(e)** any and all other notices and legal or equitable defenses to which it may be entitled.

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

This Guaranty represents the entire agreement and understanding of these parties concerning the subject matter hereof, and supersedes all other prior agreements, understandings, negotiations and discussions, representations, warranties, commitments, proposals, offers and contracts concerning the subject matter hereof, whether oral or written.

Successors and Assigns; Death of Guarantor. This Guaranty shall be binding upon Guarantor and his or her heirs, executors, administrators, successors and assigns and shall inure to the benefit of Franchisor and its successors, endorsees, transferees and assigns. Without limiting any other provision hereof, Guarantor expressly agrees that Guarantor's death shall not serve as a revocation of or otherwise affect the guaranty made hereunder and that Guarantor's estate and heirs shall continue to be liable hereunder with respect to any Guaranteed Obligations created or arising after Guarantor's death.

The validity, interpretation and enforcement of this Guaranty and any dispute arising out of the relationship between Guarantor and Franchisor, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of Florida (without giving effect to principles of conflicts of law).

Guarantor hereby irrevocably consents and submits to the non-exclusive jurisdiction of the Courts of the State of Florida and the United States District Court located in or serving Hillsborough County, Florida and waives any objection based on venue or forum non conveniens with respect to any action instituted therein arising under this Guaranty or any of the other Franchising Agreements or in any way connected with or related or incidental to the dealings of Guarantor and Franchisor in respect of this

Guaranty or any of the other Franchising Agreements or the transactions related hereto or thereto, in each case whether now existing or hereafter arising and whether in contract, tort, equity or otherwise, and agrees that any dispute arising out of the relationship between Guarantor or Franchisee and Franchisor or the conduct of any such persons in connection with this Guaranty, the other Franchising Agreements or otherwise shall be heard only in the courts described above (except that Franchisor shall have the right to bring any action or proceeding against Guarantor or his or her property in the courts of any other jurisdiction which Franchisor deems necessary or appropriate in order to realize on any collateral at any time granted by Franchisee or Guarantor to Franchisor or to otherwise enforce its rights against Guarantor or his or her property).

IN WITNESS WHEREOF, this Guaranty has been entered into the day and year first before written.

GUARANTOR

____
____________________, Individually

ADDRESS

TELEPHONE NO.: _______________________

PERCENTAGE OF OWNERSHIP
IN FRANCHISEE: _________________%

____
____________________, Individually

ADDRESS

TELEPHONE NO.: _______________________

PERCENTAGE OF OWNERSHIP
IN FRANCHISEE: _________________%

ATTACHMENT 4 TO THE FRANCHISE AGREEMENT
HOLDERS OF LEGAL OR BENEFICIAL INTEREST
IN FRANCHISEE; GOVERNING PERSONS

If the Franchisee operates the business other than as a sole proprietorship, please complete the following:

(a) Franchisee is a [TYPE OF ENTITY], formed under the laws of the state of [STATE] on [DATE OF FORMATION].

(b) The following individuals or entities hold a legal or beneficial interest in the Franchisee:

Name	Home Address	Telephone Number	Email Address	% of Ownership in Franchisee

(c) The following individuals are the Franchisee's governing persons:

Name	Home Address	Telephone Number	Email Address	Title

The above is true and correct as of the Effective Date of this Agreement.

FRANCHISOR:
ACCELERATED SERVICES FRANCHISE, LLC

By: ______________________________________
Sherrod Hunter, President & COO

FRANCHISEE:

By: ______________________________________
[insert Name/Title]

ATTACHMENT 5 TO THE FRANCHISE AGREEMENT
ELECTRONIC FUNDS TRANSFER

AUTHORIZATION TO HONOR CHARGES DRAWN BY AND PAYABLE TO ACCELERATED SERVICES FRANCHISE, LLC (“PAYEE”)

The undersigned Depositor hereby authorizes and requests the Depository designated below to honor and to charge to the following designated account, checks, and electronic debits (collectively, "debits") drawn on such account which are payable to the above named Payee. It is agreed that Depository's rights with respect to each such debit shall be the same as if it were a check drawn and signed by Depositor. It is further agreed that if any such debt is not honored, whether with or without cause and whether intentionally or inadvertently, Depository shall be under no liability whatsoever. This authorization shall continue in force until Depository and Payee have received at least thirty (30) days written notification from Depositor of its termination.

The Depositor agrees with respect to any action taken pursuant to the above authorization:

a) To indemnify the Depository and hold it harmless from any loss it may suffer resulting from or in connection with any debit, including, without limitation, execution and issuance of any check, draft or order, whether or not genuine, purporting to be authorized or executed by the Payee and received by the Depository in the regular course of business for the purpose of payment, including any costs or expenses reasonably incurred in connection therewith.

b) To indemnify Payee and the Depository for any loss arising in the event that any such debit shall be dishonored, whether with or without cause and whether intentionally or inadvertently.

c) To defend at Depositor's own cost and expense any action which might be brought by a depositor or any other persons because of any actions taken by the Depository or Payee pursuant to the foregoing request and authorization, or in any manner arising by reason of the Depository's or Payee's participation therein.

Name of Depository (Bank Name): _________________ Bank Account Name: _______________

Bank Acct #: ______________________ Routing #: _______________________________

(Please attach one voided check for the above account)

Franchise Location Name: _______________________________

By: ____

Title of Authorized Representative (Depositor): _________________________________

Date: ____________________________

ATTACHMENT 6 TO THE FRANCHISE AGREEMENT
AMENDMENT TO THE FRANCHISE AGREEMENT
REQUIRED BY THE STATE OF CALIFORNIA

This Amendment to the Accelerated Services Franchise Agreement dated _______________, 20___ between Accelerated Services Franchise, LLC, ("Franchisor") and ___________________________________ ("Franchisee") is entered into simultaneously with the execution of the Franchise Agreement.

1. Section 3.1 of the Franchise Agreement is amended to reflect the following:

"The Department has determined that we, the franchisor, have not demonstrated we are adequately capitalized and/or that we must rely on franchise fees to fund our operations. The commissioner has imposed a fee deferral condition, which requires that we defer the collection of all initial fees from California franchisees until we have completed all of our pre-opening obligations and you are open for business. For California franchisees who sign a development agreement, the payment of the development and initial fees attributable to a specific unit in your development schedule is deferred until that unit is open."

2. The Franchise Agreement is hereby amended to remove the following Section 13.14 in its entirety.

3. Section 22.19 of the Franchise Agreement is amended to remove the following language:

" Each party agrees that neither party has placed nor will place any reliance on any such discussions."

4. The first sentence Section 24.5 of the Franchise Agreement has been amended to remove the following: "or relied on".

5. The second paragraph of Section 18.2 of the Franchise Agreement is amended with the following:

It is unlawful for a franchisor to prevent a franchisee from selling or transferring a franchise, all or substantially all of the assets of the Franchised Business, or a controlling or non-controlling interest in the Franchised Business, to another person provided that the person is qualified under the franchisor's then-existing standards for the approval of new or renewing franchisees, these standards to be made available to the franchisee, as provided in Section 20029, if applicable, and to be consistently applied to similarly situated franchises operating within the franchise brand, and the franchisee and the buyer, transferee, or assignee comply with the transfer conditions specified in the franchise agreement. Any purported transfer without such approval shall be null and void and shall constitute a material breach of this Agreement. A Franchisee shall not have the right to sell, transfer, or assign the franchise, all or substantially all of the assets of the Franchised Business, or a controlling or non-controlling interest in the Franchised Business, without the written consent of the Franchisor, except that the consent shall not be withheld unless the buyer, transferee, or assignee does not meet the standards for new or renewing franchises described in subdivision (a) of the California Business and Professions Code, Section 20028, if applicable, or the Franchisee and the buyer, transferee, or assignee do not comply with the transfer conditions specified in the franchise agreement.

4. No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

IN WITNESS WHEREOF, Franchisee and Franchisor have executed this Amendment to the Franchise Agreement simultaneously with the execution of the Franchise Agreement.

FRANCHISOR: **ACCELERATED SERVICES FRANCHISE, LLC**	**FRANCHISEE:**
By: ________________________________ Sherrod Hunter President & COO	By: ____ Name/Title

ILLINOIS AMENDMENT TO THE FRANCHISE AGREEMENT

THIS AMENDMENT TO FRANCHISE AGREEMENT effective ___________________, ("**Amendment**") is intended to be a part of, and by this reference is incorporated into that certain Franchise Agreement ("**Franchise Agreement**") between Accelerated Services Franchise, LLC ("**Franchisor**") and _ ____ ("**Franchisee**").

Illinois law governs the Franchise Agreement.

In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in the franchise agreement that designates jurisdiction and venue in a forum outside the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

Your rights upon Termination and Non-Renewal of an agreement are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

In conformance with Section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act **or any other law of Illinois** is void.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

Payment of Initial Franchise Fees will be deferred until Franchisor has met its initial obligations to franchisee, and franchisee has commenced doing business. This financial assurance requirement was imposed by the Office of the Illinois Attorney General due to Franchisor's financial condition.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Amendment, and understands and consents to be bound by all of its terms.

FRANCHISOR: **ACCELERATED SERVICES FRANCHISE, LLC**	**FRANCHISEE:**
By: ___________________________________ Sherrod Hunter, President & COO	By: ______________________________ [insert Name/Title]

MARYLAND AMENDMENT TO THE FRANCHISE AGREEMENT

THIS AMENDMENT TO FRANCHISE AGREEMENT effective ___________________, ("**Amendment**") is intended to be a part of, and by this reference is incorporated into that certain Franchise Agreement ("**Franchise Agreement**") between Accelerated Services Franchise, LLC ("**Franchisor**") and _ ____ ("**Franchisee**").

1. In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law, Md. Code Ann., Bus. Reg. §§14-201-14-233, the Franchise Agreement is amended as follows:

- Sections 4.2.8, 18.2.3 and 18.2.6 require Franchisee to sign a general release as a condition of renewal or transfer of the Franchise, such release shall exclude claims arising under the Maryland Franchise Registration and Disclosure Law.
- Section 23.1 requires that the Franchise be governed by the laws of the State of Florida however, in the event of a conflict of laws to the extent required by the Maryland Franchise Registration and Disclosure Law, the laws of the State of Maryland shall prevail.
- Section 23.2 requires litigation to be conducted in the State of Florida; the requirement shall not limit any rights Franchisee may have under the Maryland Franchise Registration and Disclosure Law to bring suit in the State of Maryland.
- Section 23.4 is amended to the extent that any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three years after the grant of the Franchise.
- This Franchise Agreement provides that disputes are resolved through arbitration. A Maryland franchise regulation states that it is an unfair or deceptive practice to require a franchisee to waive its right to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable.

2. Based upon the franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisee shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement.

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

4. Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law applicable to the provisions are met independently of this Amendment. To the extent this Amendment shall be deemed to be inconsistent with any terms or conditions of said Franchise Agreement or exhibits or attachments thereto, the terms of this Amendment shall govern.

5. Article 24 has been deleted in its entirety.

6. No statement, questionnaire or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of: (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise

[signature page to follow]

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Amendment, and understands and consents to be bound by all of its terms.

FRANCHISOR: **ACCELERATED SERVICES FRANCHISE, LLC**	**FRANCHISEE:**
By: ______________________________ Sherrod Hunter, President & COO	By: ______________________________ [insert Name/Title]

MINNESOTA AMENDMENT TO THE FRANCHISE AGREEMENT

THIS AMENDMENT TO FRANCHISE AGREEMENT effective ___________________, ("**Amendment**") is intended to be a part of, and by this reference is incorporated into that certain Franchise Agreement ("**Franchise Agreement**") ") between Accelerated Services Franchise, LLC ("**Franchisor**") and ____ ("**Franchisee**").Where and to the extent that any of the provisions of this Amendment are contrary to, in conflict with or inconsistent with any provision contained in the Franchise Agreement, the provisions contained in this Amendment shall control. Defined terms contained in the Franchise Agreement shall have the identical meanings in this Amendment.

1. Section 3.1. of the Franchise Agreement is amended to state the following: "Based upon the franchisor's financial condition, the Minnesota Department of Commerce has required a financial assurance. Therefore, all initial fees and payments owed by Franchisee shall be deferred until Franchisor completes its pre-opening obligations under the Franchise Agreement."

2. The provisions of this Amendment form an integral part of, and are incorporated into, the Franchise Agreement. This Amendment is being executed because: a) the offer or sale of the franchise to Franchisee was made in the State of Minnesota; b) Franchisee is a resident of the State of Minnesota; and/or c) the franchise will be located or operated in the State of Minnesota.

3. Franchisor will undertake the defense of any claim of infringement by third parties involving the mark, and Franchisee will cooperate with the defense in any reasonable manner required by Franchisor with any direct cost of such cooperation to be borne by Franchisor.

4. Minnesota law provides franchisees with certain termination and nonrenewal rights. As of the date of this Franchise Agreement, Minn. Stat. Sec. 80C.14, Subd. 3, 4 and 5 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 nonrenewal of the Franchise Agreement.

6. Minnesota Statutes, Section 80C.21 and Minnesota Rule 2860.4400(J) prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce any of franchisee's rights as provided for in Minnesota Statues, Chapter 80C, or franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

7. Section 23.6 (Jury Waiver and Punitive and Damages) are hereby deleted.

8. No Section providing for a general release as a condition of renewal or transfer will act as a release or waiver of any liability incurred under the Minnesota Franchise Act; provided, that this part shall not bar the voluntary settlement of disputes.

9. The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minn. Rule 2860.4400(J). A court will determine if a bond is required.

10. Each provision of this Amendment is effective only to the extent, with respect to such provision, that the jurisdictional requirements of Minnesota Statutes Sections 80C.01 to 80C.22 are met independently without reference to this Amendment.

11. No statement, questionnaire or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of: (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

FRANCHISOR:
ACCELERATED SERVICES FRANCHISE, LLC

By: ____
Sherrod Hunter, President & COO

FRANCHISEE:

By: ______________________________
Name/Title

VIRGINIA AMENDMENT TO THE FRANCHISE AGREEMENT

THIS AMENDMENT TO FRANCHISE AGREEMENT effective ___________________, ("**Amendment**") is intended to be a part of, and by this reference is incorporated into that certain Franchise Agreement ("**Franchise Agreement**") between Accelerated Services Franchise, LLC ("**Franchisor**") and _ ____ ("**Franchisee**").

In recognition of the requirements of the Virginia Retail Franchising Act, the Franchise Agreement is amended as follows:

1. "The Virginia State Corporation Commission's Division of Securities and Retail Franchising requires us to defer payment of the initial franchise fee and other initial payments owed by franchisees until the franchisor has completed its pre-opening obligations under the franchise agreement."

2. Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements of the Virginia Retail Franchising Act applicable to the provisions are met independently of this Amendment. To the extent this Amendment shall be deemed to be inconsistent with any terms or conditions of said Franchise Agreement or exhibits or attachments thereto, the terms of this Amendment shall govern.

3. No statement, questionnaire or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of: (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Amendment, and understands and consents to be bound by all of its terms.

FRANCHISOR: **ACCELERATED SERVICES FRANCHISE, LLC**	**FRANCHISEE:**
By: ______________________________ Sherrod Hunter, President & COO	By: ______________________________ [insert Name/Title]

ACCELERATED SERVICES FRANCHISE, LLC
ATTACHMENT 7 TO THE FRANCHISE AGREEMENT
Lease Rider

THIS AGREEMENT is made and entered into this ____ day of _____, 20___, by and among Accelerated Services Franchise, LLC ("**ACCELERATED**"), a Florida limited liability company; ____ ("**Landlord**"), with its principal offices at ____________________________________; and ___________________________________ ("**Tenant**"), with its principal offices at ___________________________________.

WITNESSETH:

In consideration of, and as an inducement to the execution of the Franchise Agreement between Franchisor and its franchisee, each of the undersigned agree as follows:

(a) Landlord acknowledges that Tenant is a franchisee of Franchisor and that the Franchised Business is located at the Premises, operated under the **Accelerated Services Franchise, LLC** franchise system, pursuant to a franchise agreement ("**Franchise Agreement**") between Tenant and Franchisor. Landlord consents to Tenant's use at the Premises of such marks and signs, decor items, color schemes, and related components of the **Accelerated Services Franchise, LLC** system as Franchisor may prescribe for the Business. During the term of the Franchise Agreement, the Premises may be used only for the operation of the Business.

(b) Landlord agrees to furnish to Franchisor copies of any and all letters and notices sent to Tenant pertaining to the Lease and the Premises at the same time that such letters and notices are sent to Tenant. Without limiting the foregoing, in the event of any default by Tenant, Landlord shall give Franchisor written notice of such default. If Tenant has failed to cure such default at the expiration of the applicable cure period, Landlord shall give Franchisor further written notice of such failure ("**Franchisor Notice**"). Following Franchisor's receipt of the Franchisor Notice, Franchisor shall have the right (but not the obligation) to cure Tenant's default before Landlord shall exercise any of Landlord's remedies arising as a consequence of Tenant's default. Any such cure shall be effected within 15 days following Franchisor's receipt of the Franchisor Notice. Such cure by Franchisor shall not be deemed to be an election to assume the terms, covenants, obligations, and conditions of the Lease.

(c) If Franchisor cures Tenant's default, or if Franchisor notifies Landlord that the Franchise Agreement has been terminated (which termination shall constitute a non-curable default pursuant to the Lease upon Landlord's receipt of Franchisor's notice thereof), Landlord agrees, upon Franchisor's written request, to assign to Franchisor any and all rights that Landlord may have under the Lease to remove and evict Tenant from the Premises and shall cooperate with Franchisor in order to pursue such action to a conclusion.

(d) If Franchisor cures Tenant's default, or notifies Landlord of the termination of the Franchise Agreement, Franchisor shall have the right and option, upon written notice to Landlord, to do the following:

1. Undertake to perform the terms, covenants, obligations, and conditions of the Lease on behalf of the Tenant (notwithstanding any removal or eviction of Tenant) for a period not to exceed six months from the first date of any cure by Franchisor; or

2. At any time within or at the conclusion of such six-month period, assume the terms, covenants, obligations, and conditions of the Lease for the remainder of the term, together with any applicable renewal options. In such event, Landlord and Franchisor shall enter into an agreement to document such assumption. Franchisor is not a party to the Lease and shall have no liability under the Lease unless and until said Lease is assigned to, and assumed by, Franchisor as herein provided.

(e) If, during the six-month period set forth in section (d)(1) above, or at any time after the assignment contemplated in section (d)(2), Franchisor shall notify Landlord that the franchise for the Business is being granted to another **JunkShot** franchisee, Landlord shall permit the assignment of the Lease to said franchisee without the payment of any fee or other cost requirement, provided that, said franchisee meets Landlord's reasonable financial qualifications. Landlord shall not unreasonably withhold consent to such assignment. Thereafter, Franchisor shall be released from any and all further liabilities under the Lease. The parties agree to execute any commercially reasonable documents in furtherance of this section.

(f) Tenant will not assign the Lease or renew or extend the term thereof without the prior written consent of Franchisor, nor shall Landlord and Tenant amend or otherwise modify the Lease in any manner that could materially affect any of the foregoing requirements without the prior written consent of Franchisor.

(g) Franchisor shall have the right to enter the Premises to make any modification or alteration necessary to protect the **Accelerated Services Franchise, LLC** System and Marks (including, without limitation, remove all signs, advertising materials, displays, fixtures, proprietary equipment and inventory, and any other items which display the Marks or are indicative of **Accelerated Services Franchise, LLC** trade dress) or to cure any default under the Franchise Agreement or under the Lease, without being guilty of trespass or any other crime or tort. Landlord shall not be responsible for any expenses or damages arising from any such action by Franchisor. Tenant hereby releases, acquits, and discharges Franchisor and Landlord, their respective subsidiaries, affiliates, successors, and assigns and the officers, directors, shareholders, partners, employees, agents, and representatives of each of them, from any and all claims, demands, accounts, actions, and causes of action, known or unknown, vested or contingent, which any of them may have, ever had, now has, or may hereafter have by reason of any event, transaction, or circumstance arising out of or relating to the exercise of Franchisor's rights pursuant to the Addendum.

(h) Landlord shall subordinate any lien in favor of Landlord created by the Lease to Franchisor. Landlord's rights to collect on any liens that Landlord files or attaches to Tenant's property rights shall be subordinate and inferior to Franchisor's lien rights against any and all of the personal property, furnishings, equipment, signs, fixtures, and inventory owned by Tenant and on the premises operated by Tenant under the Lease.

(i) All notices sent pursuant to this Addendum shall be sent in the manner set forth in the Lease, and delivery of such notices shall be effective as of the times provided for in the Lease. For purposes of notice under the Lease, Franchisor's mailing address shall be 2304 E Busch Blvd, Tampa, Florida 33612; such address may be changed by written notice to Landlord in the manner provided in the Lease.

[Signature page is the next page.]

FRANCHISOR:
ACCELERATED SERVICES FRANCHISE, LLC

By: ____________________________________
Name: __________________________________
Title: __________________________________

FRANCHISEE:

By: ____________________________________
Name: __________________________________
Title: __________________________________

LANDLORD:

By: ____________________________________
Name: __________________________________
Title: __________________________________

EXHIBIT D TO DISCLOSURE DOCUMENT
TELEPHONE NUMBER AND WEBSITE
URL ASSIGNMENT AGREEMENT

THIS TELEPHONE NUMBER AND WEBSITE URL ASSIGNMENT AGREEMENT is made this _____ day of _______________, 20____, between Accelerated Services Franchise, LLC, ("**we**," "**us**", "**our**", or "**Franchisor**") and the franchisee named below ("**you**", "**your**", or "**Franchisee**").

BACKGROUND

A. The parties are entering into a franchise agreement ("**Franchise Agreement**") for operation of a JUNK SHOT franchised business ("**Franchised Business**").

B. As a condition to signing the Franchise Agreement(s), we have required that you assign all of your right, title and interest in the telephone numbers and website URLs relating to the JUNK SHOT or DOORSTEP DETAILS franchise(s) to us upon the expiration or termination of any of the Franchise Agreements.

The parties agree as follows:

TERMS

1. **Assignment**. In order to secure continuity and stability of our operation of the JUNK SHOT System, immediately upon the expiration or termination of any of your Franchise Agreement(s), this Agreement constitutes your automatic assignment to us all of your right, title and interest in and to certain telephone numbers, telephone listings, and website URLs pursuant to the expired or terminated Franchise Agreement(s) without further action on your part. Your "website URLs" refers to any internet domain names you register, adopt, or use to promote your JUNK SHOT franchise, including any URLs listed on Exhibit A here.

2. **Assumption**. We, in consideration of the transfer of telephone numbers and website URLs, assume, as of this date, all future obligations of the present subscriber for the telephone numbers and website URLs.

3. **Your Representation and Warranties**. You represent, warrant and covenant to us that:

(a) As of the effective date of the Assignment, all of your obligations and indebtedness for telephone and URL hosting services must be paid and current.

(b) As of the date of this Agreement, you have full power and legal right to enter into, sign, deliver and perform this Agreement.

(c) This Agreement is your legal and binding obligation enforceable in accordance with its terms.

(d) The signing, delivery and performance of this Assignment does not conflict with, violate, breach or constitute a default under any contract, agreement or instrument to which you are a party or by which you are bound, and no consent of nor approval by any third party is required.

(e) You have the specific power to assign and transfer your right, title and interest in your telephone numbers and website URLs and you have obtained all necessary consents to this Assignment.

4. **Further Actions**. You agree to take any other steps and execute any other documents required by the telephone service provider and domain name hosting company to make the assignments contemplated by this Agreement.

5. **Miscellaneous**. The validity, construction and performance of this Assignment is governed by the laws of the State of Florida. All agreements, covenants, representations and warranties made in this Agreement survive the signing of this Agreement. All our rights inure to our benefit and to the benefit of our successors and assigns.

FRANCHISOR: **ACCELERATED SERVICES FRANCHISE, LLC**	**FRANCHISEE:**
By: ___________________________________ Sherrod Hunter, President & COO	By: ____________________________ [insert Name/Title]

ATTACHMENT D-1
TO
TELEPHONE NUMBER AND WEBSITE
URL ASSIGNMENT AGREEMENT

[list web URLs here]

EXHIBIT E TO THE DISCLOSURE DOCUMENT

ACCELERATED SERVICES FRANCHISE, LLC

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Technology & Services Advanced by...
Accelerated
WASTE SOLUTIONS
...PROBLEM SOLVED

Valet Trash & Recycling Reporting App Services | U.S.A.'s ONLY, Bulk/Junk Removal App

866.698.2874 | AcceleratedWaste.com

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EXHIBIT F TO THE DISCLOSURE DOCUMENT

ACCELERATED SERVICES FRANCHISE, LLC

FINANCIAL STATEMENTS

Accelerated Services Franchise, LLC

Financial Statements

As of December 31, 2025 and 2024
and for the years ended December 31, 2025, 2024 and 2023

Accelerated Services Franchise, LLC

Financial Statements

As of December 31, 2025 and 2024
and for the years ended December 31, 2025, 2024 and 2023

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Dallas Office
2425 N Central Expy.
Suite 200
Richardson, TX 75080
Phone 972 238 5900
Fax 972 692 5357

www.agllp-cpa.com

Independent Auditor's Report

To the Members
Accelerated Services Franchise, LLC
Tampa, Florida

Report on the Financial Statements

Opinion

We have audited the financial statements of Accelerated Services Franchise, LLC (the "Company"), which comprise the balance sheets as of December 31, 2025 and 2024, and the related statements of operations, changes in members' equity (deficit) and cash flows for the years ended December 31, 2025, 2024 and 2023, and related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2025 and 2024 and the results of its operations, changes in members' equity (deficit) and cash flows for the years ended December 31, 2025, 2024 and 2023 in conformity with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

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

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern within one year from the date the financial statements are issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users made on the basis of these financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used, and the reasonableness of, significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control–related matters that we identified during the audit.

A+G LLP

Dallas, Texas
April 30, 2026

Balance Sheets

As of December 31,	**2025**	2024
Assets		
Current assets:		
Cash and cash equivalents	**$ 47,187**	$ 30,273
Restricted cash	**38,507**	-
Accounts receivable, net	**7,284**	101,960
Unbilled revenue	**159,922**	121,986
Prepaid expenses	**12,950**	1,222
Deferred costs	**96,977**	87,786
Total current assets	**362,827**	343,227
Deferred costs, net	**622,046**	631,122
Total assets	**$ 984,873**	$ 974,349
Liabilities and Members' Equity		
Current liabilities:		
Accrued expenses	**$ 59,145**	$ 118,412
Brand development fund payable	**46,572**	-
Due to affiliate	**89,832**	206,686
Deferred revenue	**51,538**	53,509
Total current liabilities	**247,087**	378,607
Deferred revenue, net	**399,233**	420,354
Line of credit	**84,154**	46,991
Total liabilities	**730,474**	845,952
Members' equity	**254,399**	128,397
Total liabilities and members' equity	**$ 984,873**	$ 974,349

Statements of Operations

For the years ended December 31,	**2025**	2024	2023
Revenues:			
Franchise fee revenue	**$ 176,677**	$ 438,850	$ 636,723
Royalty revenue	**627,392**	562,228	273,898
Brand development fund revenue	**88,257**	5,393	-
Product revenue	**31,784**	56,564	130,150
Other franchise fee revenue	**550,233**	461,617	319,405
Other revenue	**-**	-	3,038
Total revenues	**1,474,343**	1,524,652	1,363,214
General and administrative expenses:			
Advertising and marketing	**63,925**	52,553	62,596
Brand development fund expense	**88,257**	5,393	-
Comission expense	**91,885**	245,512	149,440
Personnel costs	**560,019**	731,512	633,412
Product costs	**43,126**	19,096	87,792
Professional fees	**103,564**	88,665	43,428
Other general and administrative expenses	**376,326**	226,726	240,241
Total general and administrative expenses	**1,327,102**	1,369,457	1,216,909
Income from operations	**147,241**	155,195	146,305
Other income (expense):			
Other income	**641**	444	-
Interest expense	**(21,880)**	(12,121)	(1,091)
Total other expense	**(21,239)**	(11,677)	(1,091)
Net income	**$ 126,002**	$ 143,518	$ 145,214

Statements of Changes in Members' Equity (Deficit)

For the years ended December 31,	**2025**	2024	2023
Balance at beginning of year	**$ 128,397**	$ (14,313)	$ (159,527)
Net income	**126,002**	143,518	145,214
Distributions to members	**-**	(808)	-
Balance at end of year	**$ 254,399**	$ 128,397	$ (14,313)

Statements of Cash Flows

For the years ended December 31,	**2025**	2024	2023
Operating Activities			
Net income	**$ 126,002**	$ 143,518	$ 145,214
Adjustments to reconcile net income to			
net cash provided (used) by operating activities:			
Provision for credit losses	**242,539**	36,885	28,055
Amortization of debt issuance costs	**2,096**	489	-
Changes in operating assets and liabilities:			
Restricted cash	**(38,507)**	-	-
Accounts receivable	**(147,863)**	(115,827)	(42,255)
Unbilled revenue	**(37,936)**	(19,065)	(80,985)
Prepaid expenses	**(11,728)**	12,478	(13,700)
Deferred costs	**(115)**	28,012	(73,060)
Accrued expenses	**(59,267)**	(34,722)	127,233
Brand development fund payable	**46,572**	-	-
Deferred revenue	**(23,092)**	(2,265)	(219,423)
Net cash provided (used) by operating activities	**98,701**	49,503	(128,921)
Investing Activities			
Net cash provided by investing activities	**-**	-	-
Financing Activities			
Net advances from (to) affiliate	**(116,854)**	(99,016)	44,598
Net advances on line of credit	**35,067**	46,502	-
Distributions to members	**-**	(808)	-
Net cash provided (used) by financing activities	**(81,787)**	(53,322)	44,598
Net increase (decrease) in cash and cash equivalents	**16,914**	(3,819)	(84,323)
Cash and cash equivalents, beginning of year	**30,273**	34,092	118,415
Cash and cash equivalents, end of year	**$ 47,187**	$ 30,273	$ 34,092
Supplemental Disclosure of Cash Flow Information			
Interest paid	**$ 21,880**	$ 12,121	$ 1,091

NOTES TO FINANCIAL STATEMENTS

1. Organization and Operations

Description of Business
Accelerated Services Franchise, LLC (the Company) was formed on July 1, 2019 and is located in Tampa, Florida. References in these financial statements footnotes to "Company", "we", "us", and "our" refer to the business of Accelerated Services Franchise, LLC.

The Company is in the business of granting franchisees the right to operate businesses providing residential and commercial junk/bulk removal and hauling service under the name JUNK SHOT or doorstep trash removal valet service for multi-family residential properties under the name DOORSTEP DETAILS, using our proprietary products, technology, and techniques ("Franchised Business"). Franchisees will operate the Franchised Business under our trademarks and service marks (our "Marks") using our proprietary business format and system (our "System"), which includes the use of our Marks, use of our proprietary methods, our marketing methods and procedures, our customer service procedures, and our standards, all of which we may change, improve, and further develop.

Accelerated Waste Solutions of North America, LLC ("AWS"), our affiliate, owns the trademarks and other intellectual property related to the JUNK SHOT and DOORSTEP DETAILS franchise system, and has licensed the trademarks and other intellectual property to the Company under a perpetual license agreement (the "License"). The License grants the Company the right to use these trademarks and other intellectual property to sublicense them to franchisees of the Company.

The table below reflects the status and changes in franchised outlets and affiliate-owned outlets for the years ended December 31, 2025, 2024 and 2023:

Franchised Outlets

Year	Start of Year	Opened	Closed or Ceased Operations – Other reasons	End of Year
2023	10	17	1	26
2024	26	10	4	32
2025	32	4	0	36

Affiliate-owned Outlets

Year	Start of Year	Opened	Closed or Ceased Operations – Other reasons	End of Year
2023	5	1	0	6
2024	6	0	2	4
2025	4	0	0	4

Going Concern
Management has evaluated our ability to continue as a going concern as of December 31, 2025. Due to the positive earnings and cash flows from operations for the year ended December 31, 2025, we have concluded that there is not significant doubt about our ability to continue as a going concern.

2. Significant Accounting Policies

Basis of Accounting
The Company uses the accrual basis of accounting in accordance with accounting principles generally accepted in the United States ("U.S. GAAP"). Under this method, revenue is recognized when earned and expenses are recognized as incurred.

2. Significant Accounting Policies (continued)

Use of Estimates
The preparation of the financial statements and accompanying notes in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets, liabilities, revenue and expenses and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reported period. Estimates are used for the following, among others: revenue recognition, allowance for credit losses, deferred costs and deferred revenue. Actual results could differ from those estimates.

Comparative Financial Statements
Certain prior period amounts have been reclassified to conform to current year presentation

Fair Value of Financial Instruments
Fair value is defined as the price that would be received from selling an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. The Company's financial instruments consist primarily of cash and cash equivalents, restricted cash, accounts receivable, prepaid expenses and accrued expenses. The carrying values of cash and cash equivalents, restricted cash, accounts receivable, prepaid expenses and accrued expenses are considered to be representative of their respective fair values due to the short-term nature of these instruments. Based on borrowing rates currently available to the Company for loans with similar terms, the carrying value of long-term debt approximates fair value.

Assets and liabilities that are carried at fair value are classified and disclosed in one of the following three categories:

Level 1: Quoted market prices in active markets for identical assets and liabilities.

Level 2: Observable market-based inputs or unobservable inputs that are corroborated by market data.

Level 3: Unobservable inputs that are not corroborated by market data

Cash and Cash Equivalents
For purposes of reporting cash flows, all highly liquid investments with a maturity of three months or less are considered cash equivalents.

Restricted Cash
Restricted cash consists of funds related to the brand development fund. Funds collected by the Company for the brand development fund are maintained in a separate restricted cash account to cover the expenditures required to be made under the brand development fund program and are not available to be used for the normal recurring operations of the Company.

Accounts Receivable
The balance in accounts receivable consists of royalties and other fees due from franchisees and are stated at the amount the Company expects to collect. The Company maintains an allowance for credit losses for estimated losses resulting from the inability of its customers to make required payments. Management considers the following factors when determining the collectability of specific customer accounts: customer credit worthiness, past transaction history with the customer, current economic industry trends, and changes in customer payment terms. Past due balance over 90 days and other higher risk amounts are reviewed individually for collectability. If the financial condition of the Company's customers were to deteriorate, adversely affecting their ability to make payments, additional allowances would be required. Based on management's assessment, the Company provides for estimated uncollectible amounts through a charge to earnings and a credit to an allowance. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the allowance for credit losses.

2. Significant Accounting Policies (continued)

Deferred costs

The Company capitalizes incremental contract costs associated with obtaining franchise contracts which include broker fees, sales commissions and general fees that would not have been incurred had the franchise sale not occurred. These balances are reported as deferred costs on the balance sheets and are amortized over the term of the related franchise agreements. Amortization is included as commission expense in the statements of operations.

Revenue Recognition

Franchise fee revenue

The Company recognizes revenue in accordance with Financial Accounting Standards Board ("FASB") ASC 606-10-25, *Revenue from Contracts with Customers*. In January 2021, the FASB issued ASU 2021-02, "Franchisors – Revenue from Contracts with Customers (Subtopic 952-606): Practical Expedient." ASU 2021-02 provides a practical expedient that simplifies the application of ASC 606 about identifying performance obligations and permits franchisors that are not public entities to account for pre-opening services listed within the guidance as distinct from the franchise license. The Company has adopted ASU 2021-02 and implemented the guidance on its revenue recognition policy.

The Company sells individual franchises. The franchise agreements typically require the franchisee to pay an initial, non-refundable fee prior to opening the respective location(s). A franchise agreement establishes a Franchised Business developed in one or multiple defined geographic areas and provides for a ten-year initial term with the option to renew for an additional 10-year terms and two additional five-year terms. Subject to the Company's approval, a franchisee may generally renew the franchise agreement upon its expiration. If approved, a franchisee may transfer a franchise to a new or existing franchisee. The new franchisee will then sign a new franchise agreement and is required to pay a transfer fee.

Under the terms of our franchise agreements, the Company typically promises to provide franchise rights, pre-opening services such as site selections, operational materials and functional training courses, and ongoing services. The Company considers certain pre-opening activities and the franchise rights and related ongoing services to represent two separate performance obligations. The franchise fee revenue has been allocated to the two separate performance obligations using a residual approach. The Company has estimated the value of performance obligations related to certain pre-opening activities deemed to be distinct based on cost plus an applicable margin, and assigned the remaining amount of the initial franchise fee to the franchise rights and ongoing services. Revenue allocated to preopening activities is recognized when (or as) these services are performed, no later than the opening date. Revenue allocated to franchise rights and ongoing services is recognized on a straight line basis over the contractual term of the franchise agreement as this ensures that revenue recognition aligns with the customer's access to the franchise right. Renewal fees are recognized over the renewal term of the respective franchise from the start of the renewal period. Transfer fees are recognized over the contractual term of the franchise agreement.

Royalty revenue

Royalty revenue will be based on a greater of seven percent of the franchisees' gross sales of the Franchised Businesses or a minimum monthly royalty fee. Royalty revenue will be recognized during the respective franchise agreement as earned each period as the underlying franchised business sales occur.

2. Significant Accounting Policies (continued)

Brand development fund revenue

The Company started its brand development fund in 2025 to promote general brand recognition of the services, and products sold by its franchisees. Funds are collected from franchisees and affiliates based on an agreed-upon percentage of their monthly gross revenue and used to pay costs of, or associated with, marketing, advertising, digital marketing, promotions, and brand building, public relations and costs to administer the brand development fund. Although brand development fund revenue is not a separate performance obligation distinct from the underlying franchise right, the Company is primarily responsible for the fulfillment and control of the brand development fund services. As a result, the Company records brand development fund contributions in revenue and related brand development fund expenditures in expenses in the statement of operation. When brand development fund revenue exceeds the brand development fund expenses in a reporting period, brand development fund expenses are accrued up to the amount of brand development fund revenue recognized. Brand development fund revenue is contributed by franchisees based on two percent of the Company outlets' gross sales and is recognized as earned.

Product revenue

The Company sells trash equipment and logo clothes to its franchisees. Product revenue and related shipping revenue are recognized when the products are shipped.

Other franchise fee revenue

Other franchise fee revenue consists of technology fee revenue, C.A.R.E center appointment fee revenue, valet trash operations management fee revenue, and other fee revenue and are recognized when earned.

Other revenue

Other revenue consists of vendor rebate revenue and is recognized when earned.

Advertising and marketing

All costs associated with advertising and marketing are expensed in the period incurred.

Income Taxes

The Company elected to be taxed under the provisions of Subchapter S of the Internal Revenue Code. Under those provisions, the Company does not pay Federal corporate income taxes on its taxable income. Instead, the members are taxed on the Company's taxable income. The Company recognizes income tax related interest and penalties in interest expense and other general and administrative expenses, respectively.

The Company files income tax returns in the U.S. federal jurisdiction and the states in which it operates. The Company is subject to routine audits by taxing jurisdictions; however, there are currently no audits for any tax periods in progress. The Company believes it is no longer subject to income tax examinations for the years prior to 2022.

In accordance with FASB ASC 740-10, *Income Taxes*, the Company is required to disclose uncertain tax positions. Income tax benefits are recognized for income tax positions taken or expected to be taken in a tax return, only when it is determined that the income tax position will more-likely-than-not be sustained upon examination by taxing authorities. The Company has analyzed tax positions taken for filing with the Internal Revenue Service and all state jurisdictions where it operates. The Company believes that income tax filing positions will be sustained upon examination and does not anticipate any adjustments that would result in a material adverse effect on the Company's financial condition, results of operations or cash flows. Accordingly, the Company has not recorded any reserves, or related accruals for interest and penalties for uncertain income tax positions at December 31, 2025 and 2024.

2. Significant Accounting Policies (continued)

Recent Accounting Pronouncements
In July 2025, the FASB issued ASU No. 2025-05, "Financial Instruments – Credit Losses (Topic 326): Measurement of Credit Losses for Accounts Receivable and Contract Assets." This accounting standard amends ASC 326-20 to provide a practical expedient (for all entities) and an accounting policy election that (available to all entities other than public business entities) related to the estimation of expected credit losses for current accounts receivable and current contract assets that arise from transactions accounted for under ASC 606. ASU No. 2025-05 will be effective for fiscal years, and interim periods within those years, beginning after December 15, 2025. Early adoption is permitted, with prospective application. The Company is currently evaluating the impact of adopting ASU No. 2025-05 on its financial statements.

We reviewed other significant newly-issued accounting pronouncements and concluded that they either are not applicable to our operations or that no material effect is expected on our financial statements as a result of future adoption.

Subsequent Events
In accordance with FASB ASC 855, Subsequent Events, the Company has evaluated subsequent events through April 30, 2026, the date on which these financial statements were available to be issued. There were no material subsequent events that required recognition or additional disclosure in these financial statements.

3. Certain Significant Risks and Uncertainties

The Company maintains its cash in bank deposit accounts that at times may exceed federally insured limits. The Company has not experienced any losses in such accounts and believes it is not exposed to any significant risk on cash or cash equivalents. The Company maintains its deposits in two financial institutions.

4. Revenue and Related Contract Balances

Disaggregation of Revenue
The following table disaggregates revenue by source for the years ended December 31:

	2025	2024	2022
Point in time:			
Franchise fee revenue	**$ 131,000**	$ 393,328	$ 581,000
Royalty revenue	**627,392**	562,228	273,898
Brand development fund revenue	**88,257**	-	-
Product revenue	**31,784**	56,564	130,150
Other franchise fee revenue	**550,233**	467,010	319,405
Other revenue	**-**	-	3,038
Total point in time	**$ 1,428,666**	$ 1,479,130	$ 1,307,491
Over time:			
Franchise fee revenue	**45,677**	45,522	55,723
Total revenues	**$ 1,474,343**	$ 1,524,652	$ 1,363,214

4. Revenue and Related Contract Balances (continued)

Contract Assets

Contract assets consist of unbilled revenue. Unbilled revenue consists of initial franchise fees, royalties, brand development fee and other franchise fees earned from franchisees for which a billing has not occurred.

Contract Costs

Contract costs consist of deferred costs resulting from broker fees and commissions incurred when the franchise rights are sold to franchisees. The Company classifies these contract assets as deferred costs on the balance sheets. The following table reflects the change in contract assets for the years ended December 31:

	2025	2024
Deferred costs – beginning of year	**$ 718,908**	$ 746,920
Expense recognized during the year	**(91,885)**	(245,512)
New deferrals	**92,000**	217,500
Deferred costs – end of year	**$ 719,023**	$ 718,908

The following table illustrates estimated expenses expected to be recognized over the remaining term of the associated franchise agreements as of December 31, 2025:

2026	$ 96,977
2027	96,977
2028	96,977
2029	95,514
2030	95,265
Thereafter	237,313
Total	$ 719,023

Contract Liabilities

Contract liabilities consist of deferred revenue resulting from initial franchise fees, renewal fees and transfer fees paid by franchisees. The Company classifies these contract liabilities as deferred revenue on the balance sheets. The following table reflects the change in contract liabilities for the years ended December 31:

	2025	2024
Deferred revenue – beginning of year	**$ 473,863**	$ 476,128
Revenue recognized during the year	**(176,677)**	(438,850)
New deferrals	**153,585**	436,585
Deferred revenue – end of year	**$ 450,771**	$ 473,863

The following table illustrates estimated revenues expected to be recognized in the future related to performance obligations that are unsatisfied (or partially unsatisfied) as of December 31, 2025:

2026	$ 51,538
2027	51,538
2028	51,538
2029	51,538
2030	51,538
Thereafter	193,081
Total	$ 450,771

5. Accounts Receivable

Accounts receivable consisted of the following at December 31:

	2025	2024
Accounts receivable	**$ 7,284**	$ 117,027
Less: allowance for credit losses	**-**	(15,067)
Accounts receivable, net	**$ 7,284**	$ 101,960

For the years ended December 31, 2025, 2024 and 2023, credit loss expense was $242,539, $36,885 and $28,055, respectively.

The allowance for credit losses activity was as follow:

	2025	2024
Balance, beginning of year	**$ 15,067**	$ 30,366
Provision for credit losses	**242,539**	36,885
Write-offs, net of recoveries	**(257,606)**	(52,184)
Balance, end of year	**$ -**	$ 15,067

6. Line of Credit

As of December 31, 2025, the line of credit consisted of the following:

	2025	2024
Line of credit	**$ 84,154**	$ 49,087
Less: unamortized debt issuance costs	**-**	(2,096)
Line of credit	**$ 84,154**	$ 46,991

In October 2024, the Company entered into a line of credit agreement with an investment company, which provides a line of credit up to $100,000 through November 2027. The line provides for interest at 10%, payable monthly and is secured by the assets of the Company.

7. Related Party Transactions

Transactions with Affiliate
As of December 31, 2025 and 2024, the Company had a balance due to its affiliate, AWS, in the amount of $89,832 and $206,686, respectively. The amount due to its affiliate is unsecured, bears no interest, and is due on demand.

8. Credit Risk and Customer Concentrations

Credit risk
Receivables consist primarily of amounts due from franchisees. The financial condition of these franchisees is largely dependent upon the underlying business trends of the Company's brand. This concentration of credit risk is mitigated by the short-term nature of the receivables.

8. Credit Risk and Customer Concentrations (continued)

Customer Concentrations
For the years ended December 31, 2025, 2024 and 2023, concentration of royalty revenue, other franchise fee revenue, and accounts receivable were as follow:

For the years ended December 31,	2025	2024	2023
Number of franchisees greater than 10%	3	3	3
Percentage of royalty revenue	34%	37%	49%
Number of franchisees greater than 10%	1	1	1
Percentage of other franchise fee revenue	10%	13%	16%
Number of franchisees greater than 10%	3	4	3
Percentage of accounts receivable	99%	73%	88%

9. Commitments and Contingencies

Litigation
Various legal actions and claims which may arise in the normal course of business may be pending against the Company from time to time. It is the opinion of management that the ultimate resolution of these contingencies will not have a material effect on the financial condition, results of operations or liquidity of the Company.

EXHIBIT G TO
THE DISCLOSURE DOCUMENT

ACCELERATED SERVICES FRANCHISE, LLC

LIST OF CURRENT FRANCHISEES
AND LIST OF FRANCHISEES WHO HAVE LEFT THE SYSTEM

CURRENT LIST OF FRANCHISEES AS OF DECEMBER 31, 2025

Franchisee	Street Address	City	ST	Zip	Phone
California					
Ascent Wealth Separation, LLC; James Carmazzi	2568 Buzz Aldrin Way	Sacramento	CA	95834	916-752-4071
Ascent Wealth Separation, LLC; James Carmazzi (2nd Location)	2568 Buzz Aldrin Way	Sacramento	CA	95834	916-752-4071
Affinity Vue Inc; Erin Williams	1169 Ironwood Ct	Fairfield	CA	94533	347-2093477
Colorado					
WrenBird Waste LLC; John Wren	4118 Hampshire Place	Colorado Springs	CO	80906	713-471-0305
WrenBird Waste LLC; John Wren (2nd Location)	4118 Hampshire Place	Colorado Springs	CO	80906	713-471-0305
District of Columbia					
MK Enterprises, LLC; Marco Kolb	712 H Street NE, Suite 2423	District of Columbia		20002	703-646-8778
Florida					
Valiant Waste Services LLC: Raymond Fields Sr	3363 Morelyn Crest Circle	Orlando	FL	32828	407-697-1814
Valiant Waste Services LLC: Raymond Fields Sr (2nd Location)	3363 Morelyn Crest Circle	Orlando	FL	32828	407-697-1814
Innovative Dynamic Concepts, LLC; Kenneth Murtha	805 White Eagle Circle	Saint Augustine	FL	32086	904-293-9271
Innovative Dynamic Concepts, LLC; Kenneth Murtha (2nd location)	805 White Eagle Circle	Saint Augustine	FL	32086	904-293-9271
IFAM Inc; Fabian Iannacchino	1640 Stickney Point Rd	Sarasota	FL	34231	416-817-9485
IFAM Inc; Fabian Iannacchino (2nd location)	1640 Stickney Point Rd	Sarasota	FL	34231	416-817-9485
Georgia					
Ericson Waste Solutions; Eric Sharpe	1190 Lynway Ln SW	Atlanta	GA	30311	412-265-5598
Ericson Waste Solutions; Eric Sharpe (2nd location)	1190 Lynway Ln SW	Atlanta	GA	30311	412-265-5598
Illinois					
LIXO LLC; Howard	637 E 41st	Chicago	IL	60653	773-398-7017
Maryland					
Ecocare Waste Solutions LLC: Toluwaslase Adu, Adedoyn Brown Adu	521 Jacala Terrace	Rockville	MD	20850	202-361-2287

Michigan					
Sietsema Waste Services LLC	20 Brookmeadow North Apt 3	Grandville	MI	49418	616-304-3968
New Jersey					
Good Cynt's Disposal, Inc.; Cynthia Watson (Doorstep Details)	33 Ashland Avenue	West Orange	NJ	07052	973-809-8315
North Carolina					
FPH Enterprises LLC; Owen Pickard	327 W Tremont Ave, apt 434	Charlotte	NC	28203	919-413-0983
C2 Operations, LLC; Henry Cobb	2608 Castle Croft Rd	Greensboro	NC	27407	843-910-2493
C2 Operations, LLC; Henry Cobb (2nd Location)	2608 Castle Croft Rd	Greensboro	NC	27407	843-910-2493
Ohio					
Peaker Brothers Incorporated; Jerome Peaker	3058 Stony Hollow Ct	Loveland	OH	45140	513-923-0527
Pennsylvania					
Good Cynt's Disposal, Inc.; Cynthia Watson (2nd Location)	33 Ashland Avenue	West Orange	NJ	07052	973-809-8315
Texas					
Better than we found it; Alan Taber	7809 Bella Way	Arlington	TX	76001	682-230-1436
Better than we found it; Alan Taber (2nd Location)	7809 Bella Way	Arlington	TX	76001	682-230-1436
Trash ATX, LLC; Chris DiPillo	1110 Antelope Ridge	Cedar Park	TX	78613	914-490-6062
Earthwise Services LLC	3012 Kingsgarden Road	Denton	TX	76207	250-421-9702
J3R Enterprizes LLC; Mark Rothbart	2020 Eldrige Parkway, Apt 1105	Houston	TX	77077	646-799-1003
Go About Doing Good Corporation	5795 Saint Andrews	Schertz	TX	78108	414-308-8151
Virginia					
MK Enterprises, LLC; Marco Kolb (2nd location)	2121 First St SW Unit 356	District of Columbia		20024	202-845-5040
Digital Waste Transit Corp.; Andrea D. Fuller	7971 Arnoka Road	Mechanicsville	VA	23111	804-876-2577
Digital Waste Transit Corp.; Andrea D. Fuller (2nd Location)	7971 Arnoka Road	Mechanicsville	VA	23111	804-876-2577
Digital Waste Transit Corp.; Andrea D. Fuller (3rd Location)	7971 Arnoka Road	Mechanicsville	VA	23111	804-876-2577
Richie Services, LLC; Anthane Richie	1742 Watershed Ct	Chesapeake	VA	23323	424-731-5656
Richie Services, LLC; Anthane Richie (2nd Location)	1742 Watershed Ct	Chesapeake	VA	23323	424-731-5656

Wisconsin					
Valiant Waste Services LLC: Raymond Fields Sr (3rd Location)	3363 Morelyn Crest Circle	Orlando	FL	32828	407-697-1814

LIST OF FRANCHISEES WITH SIGNED FRANCHISE AGREEMENT, BUT OUTLET NOT OPEN AS OF DECEMBER 31, 2025

Franchisee	Street Address	City	ST	Zip	Phone
Frontier Range Waste Management Inc; Reed	5042 Yates Cir.	Broomfield	CO	80020	512-431-9603
DRW Waste Management; Dequaris Reed	19123 Longhorn Point Drive	Cypress	TX	77433	205-657-9164

TRANSFERS
AS OF DECEMBER 31, 2025

Franchisee	Street Address	City	ST	Zip	Phone
None					

LIST OF FRANCHISEES WHO LEFT THE SYSTEM AS OF DECEMBER 31, 2025

Franchisee	City	ST	Phone
Good Earth Environmental Services LLC; Kenneth Strickland	Norcross	GA	317-829-4827
NSA Enterprises LLC; Nathan Amon	Mount Juliet	TN	856-375-3909
NSA Enterprises LLC; Nathan Amon (2nd Location)	Mount Juliet	TN	856-375-3909
Mi Gente United LLC: Fredy Guzman	San Antonio	TX	631-306-6166

If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

EXHIBIT H TO
THE DISCLOSURE DOCUMENT

ACCELERATED SERVICES FRANCHISE, LLC
FRANCHISE DISCLOSURE QUESTIONNAIRE

FRANCHISEE DISCLOSURE QUESTIONNAIRE

NOTICE FOR PROSPECTIVE FRANCHISEES WHO RESIDE IN, OR WHO INTEND TO OPERATE THE FRANCHISED BUSINESS IN THE STATE OF CALIFORNIA OR MARYLAND: DO NOT COMPLETE THIS QUESTIONNAIRE OR TO RESPOND TO ANY OF THE QUESTIONS IN THIS QUESTIONNAIRE.

As you know, Accelerated Services Franchise, LLC and you are preparing to enter into a Franchise Agreement for the operation of a Franchised Business. In this Franchisee Disclosure Questionnaire, Accelerated Services Franchise, LLC will be referred to as "we" or "us." The purpose of this Questionnaire is to determine whether any statements or promises were made to you that we did not authorize and that may be untrue, inaccurate or misleading. Please review each of the following questions carefully and provide honest and complete responses to each question.

1. Franchisee acknowledges, expressly represents, and warrants that it has received and personally reviewed the Accelerated Services Franchise, LLC Franchise Agreement and each exhibit, addendum and schedule attached to it.

________ [Franchisee's Initials]

2. Franchisee acknowledges and understands all of the information contained in the Franchise Agreement and each exhibit and schedule attached to it.

________ [Franchisee's Initials]

3. Franchisee acknowledges, expressly represents, and warrants that it has received and personally reviewed Franchisor's Disclosure Document Franchisor has provided to Franchisee.

________ [Franchisee's Initials]

4. Franchisee acknowledges and agrees that it understands all of the information contained in the Disclosure Document.

________ [Franchisee's Initials]

5. Franchisee acknowledges, expressly represents, and warrants that it has discussed the benefits and risks of operating the Franchised Business with an attorney, accountant or other professional advisor and that it understands those risks.

________ [Franchisee's Initials]

6. Franchisee acknowledges and understands that the success or failure of its business will depend in large part upon its skills and abilities, competition from other businesses, interest rates, inflation, labor and supply costs, lease terms and other economic and business factors.

________ [Franchisee's Initials]

7. Franchisee acknowledges, expressly represents, and warrants that no employee or other person speaking on Franchisor's behalf has made any statement or promise concerning the revenues or profits of the Franchised Business that Franchisor or its franchisees operate.

________ [Franchisee's Initials]

8. Franchisee acknowledges, expressly represents, and warrants that no employee or other person speaking on Franchisor's behalf has made any statement or promise concerning a Franchised Business that is contrary to, or different from, the information contained in the Disclosure Document.

________ [Franchisee's Initials]

9. Franchisee acknowledges, expressly represents, and warrants that no employee or other person speaking on Franchisor's behalf has made any statement or promise concerning the likelihood of success that Franchisee should or might expect to achieve from operating a Franchised Business.

________ [Franchisee's Initials]

10. Franchisee acknowledges, expressly represents, and warrants that no employee or other person speaking on Franchisor's behalf has made any statement, promise or agreement concerning the advertising, marketing, training, support service or assistance that Franchisor will furnish to Franchisee that is contrary to, or different from, the information contained in the Disclosure Document.

________ [Franchisee's Initials]

11. Franchisee acknowledges and understands that in all dealings with Franchisee, Franchisor's officers, directors, employees and agents act only in a representative capacity and not in an individual capacity and these dealings are solely between Franchisor and Franchisee.

________ [Franchisee's Initials]

12. Franchisee acknowledges and understands that its answers are important to Franchisor and that Franchisor will rely on them.

________ [Franchisee's Initials]

Comments:
____
____
____

The following only applies to Maryland residents and/or franchises to be operated in the State of Maryland:

All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

By signing this Franchisee Disclosure Questionnaire, you are representing that you have responded truthfully to the above questions.

Name of Franchisee/Applicant:

Date: _______________ ____

____________________, Individually

EXHIBIT I TO THE DISCLOSURE DOCUMENT

ACCELERATED SERVICES FRANCHISE, LLC

GENERAL RELEASE (SAMPLE FORM)

GENERAL RELEASE
(SAMPLE FORM)

THIS GENERAL RELEASE is made and given on this ____ day of ________________, 20____ by ____, ("**RELEASOR**") an individual/corporation/ limited liability company/partnership with a principal address of ______________ ____, in consideration of:

_______ the execution by Accelerated Services Franchise, LLC, a Florida limited liability company ("**RELEASEE**"), of a successor Franchise Agreement or other renewal documents renewing the franchise (the "**Franchise**") granted to RELEASOR by RELEASEE pursuant to that certain Franchise Agreement (the "**Franchise Agreement**") between RELEASOR and RELEASEE; or

_______ RELEASEE'S consent to RELEASOR'S assignment of its rights and duties under the Franchise Agreement; or

_______ RELEASEE'S consent to RELEASOR'S assumption of rights and duties under the Franchise Agreement; or

____ [insert description]

and other good and valuable consideration, the adequacy of which is hereby acknowledged, and accordingly RELEASOR hereby releases and discharges RELEASEE, RELEASEE'S officers, directors, shareholders, managers, members, partners, owners, employees and agents (in their corporate and individual capacities), and RELEASEE'S successors and assigns, from any and all causes of action, suits, debts, damages, judgments, executions, claims and demands whatsoever, in law or in equity, that RELEASOR and RELEASOR'S heirs, executors, administrators, successors and assigns had, now have or may have, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the date of this RELEASE arising out of or related to the Franchise or the Franchise Agreement, including, without limitation, claims arising under federal, state and local laws, rules and ordinances.

[If Releasor is domiciled or has his or her principal place of business in the State of California]

WAIVER OF SECTION 1542 OF THE CALIFORNIA CIVIL CODE.

("Releasor") for myself and on behalf of all persons acting by or through me, acknowledge that I am familiar with 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.

With respect to those claims being released, I acknowledge, for myself and on behalf of all persons acting by or through me, which I am releasing unknown claims and waive all rights I have or may have under Section 1542 of the California Civil Code or any other statute or common law principle of similar effect. For purposes of this paragraph, I shall be considered to be creditors of Releasee, and each of them.

THIS IS A SPECIFIC RELEASE GIVING UP ALL RIGHTS WITH RESPECT TO THE TRANSACTIONS OR OCCURRENCES THAT ARE BEING RELEASED UNDER THIS AGREEMENT.

This General Release shall not be amended or modified unless such amendment or modification is in writing and is signed by RELEASOR and RELEASEE.

IN WITNESS WHEREOF, RELEASOR has executed this General Release as of the date first above written.

RELEASOR:_________________________________
(type/print name)
By: _________________________________
Name:________________________________
Title:_________________________________
(or, if an individual)

Signed:______________________________
Name printed:________________________________

[This General Release agreement will be modified as necessary for consistency with any state law regulating franchising.]

ACKNOWLEDGMENT

State of _________________________)
) ss
County of ________________________)

On this ____ day of _____________, 20____ before me personally came __________________, known to me to be the same person whose name is signed to the foregoing General Release, and acknowledged the execution thereof for the uses and purposes therein set forth, [and who did swear and say that he/she is the __________________________ (title) of ____ _______ (company name), and he/she has the authority to execute said General Release].

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

_________________________________ (NOTARIAL SEAL)
Notary Public
My Commission Expires:
____

[This General Release will be modified as necessary for consistency with any state law regulating franchising.]

EXHIBIT J TO THE DISCLOSURE DOCUMENT

ACCELERATED SERVICES FRANCHISE, LLC

STATE SPECIFIC ADDENDA

ACCELERATED SERVICES FRANCHISE, LLC
STATE SPECIFIC ADDENDA

FOR THE STATE OF CALIFORNIA

The registration of this franchise offering by the California Department of Financial Protection and Innovation does not constitute approval, recommendation, or endorsement by the commissioner

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 AT LEAST 14 DAYS PRIOR TO EXECUTION OF AGREEMENT.

The California Corporations Code, Section 31125, requires us to give you a disclosure document, in a form containing the information that the commissioner may by rule or order require, before a solicitation of a proposed material modification of an existing franchise.

The Franchise Agreement contains provisions shortening the statute of limitations to bring claims and requiring you to waive your right to punitive or exemplary damages against the franchisor, limiting your recovery to actual damages for any claims related to your franchise. Under California Corporations Code 31512, these provisions are not enforceable in California for any claims you may have under the California Franchise Investment Law.

Per California Corporations Code 31512.1, Franchise Agreement Provision Void as Contrary to Public Policy:

Any provision of a franchise agreement, franchise disclosure document, acknowledgement, questionnaire, or other writing, including an exhibit thereto. Any provision of a franchise agreement, franchise disclosure document, disclaiming or denying any of the following shall be deemed contrary to public policy and shall be void and unenforceable:

(a) Representations made by the franchisor or its personnel or agents to a prospective franchisee.

(b) Reliance by a franchisee on any representations made by the franchisor or its personnel or agents.

(c) Reliance by the franchise on the franchise disclosure document including any exhibit, thereto.

(d) Violations of any provision of this division.

Item 3 of the disclosure document is supplemented by the following:

> Neither the franchisor nor any person identified in Item 2 of the disclosure document is subject to any current effective order of any national securities association or national securities exchange as defined in the Securities Exchange Act of 1934, U.S.C.A., 78a *et. seq.*, suspending or expelling such persons from membership in such association or exchange.

Item 5 of this disclosure document is supplemented by the following:

> "The Department has determined that we, the franchisor, have not demonstrated we are adequately capitalized and/or that we must rely on franchise fees to fund our operations. The commissioner has imposed a fee deferral condition, which requires that we defer the collection of all initial fees from California franchisees until we have completed all of our pre-opening obligations and you are open for business. For California franchisees who sign a development agreement, the payment of the development and initial fees attributable to a specific unit in your development schedule is deferred until that unit is open."

Item 17 of the disclosure document is supplemented by the following:

California Business and Professions Code, Sections 20000 through 20043 provides rights to the franchisee concerning transfer, termination or nonrenewal of a franchise. If the Franchise Agreement contains a provision that is inconsistent with the law, the law will control.

You must sign a general release 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).

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

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

The Franchise Agreement provides for mediation and/or arbitration for certain disputes. The mediation and/or arbitration will occur at a location within 10 miles of our then current address (currently Tampa, Florida). This provision may not be enforceable under California law.

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.

OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION AT www.dfpi.ca.gov.

No statement, questionnaire or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of: (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

FOR THE STATE OF ILLINOIS

Illinois law governs the Franchise Agreement.

In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in the franchise agreement that designates jurisdiction and venue in a forum outside the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

Your rights upon Termination and Non-Renewal of an agreement are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

In conformance with Section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act **or any other law of Illinois** is void.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

Payment of Initial Franchise Fees will be deferred until Franchisor has met its initial obligations to franchisee, and franchisee has commenced doing business. This financial assurance requirement was imposed by the Office of the Illinois Attorney General due to Franchisor's financial condition.

FOR THE STATE OF MINNESOTA

1. Item 5 and Item 7 are supplemented by the following:

   Based upon the franchisor's financial condition, the Minnesota Department of Commerce has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement.

2. Item 17 is supplemented by adding the following language to the end of the "Summary" section of Item 17(c) (Requirements for franchisee to renew or extend) and Item 17(m) (Conditions for our approval of transfer by franchisee):

   Minnesota Rule 2860.4400D prohibits us from requiring you to assent to a release, assignment, novation, or waiver that would relieve any person from liability imposed by Minnesota Statute §§80C.01-80C.22.

3. Item 17 is supplemented by adding the following language to the end of the "Summary" section of Item 17(f) (Termination by franchisor with cause):

   Minnesota law provides a franchisee with certain termination and non-renewal rights. Minnesota Statutes Sec. 80C.14, Subs, 3,4, and 5 require, except in certain specified cases, that you be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the applicable agreement.

4. Item 17 is supplemented by adding the following language to the end of the "Summary" section of Item 17(v) (Choice of forum):

   Minnesota Statute 80C.21 and Minnesota Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the disclosure document or agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

5. No statement, questionnaire or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of: (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

FOR THE STATE OF MARYLAND

1. Item 5 of the disclosure document is supplemented as follows:

   Based on the franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement.

2. Item 17 of the disclosure document is supplemented as follows:

   The Franchise Agreement provides for termination upon bankruptcy. These provisions may not be enforceable under federal bankruptcy law.

   The general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

You may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

The franchise agreement provides that disputes are resolved through arbitration. A Maryland franchise regulation states that it is an unfair or deceptive practice to require a franchisee to waive its right to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable.

3. No statement, questionnaire or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of: (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise

FOR THE STATE OF VIRGINIA

In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, Item 17.h. of the Franchise Disclosure Document is supplemented by the following:

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

Item 5 of the disclosure document is supplemented as follows

> The Virginia State Corporation Commission's Division of Securities and Retail Franchising requires us to defer payment of the initial franchise fee and other initial payments owed by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the franchise agreement.

No statement, questionnaire or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of: (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

FOR THE STATE OF WISCONSIN

Item 17 of the disclosure document is supplemented by the following:

For franchisees subject to the Wisconsin Fair Dealership Law, Ch. 135, Stats., provisions in the Fair Dealership Law supersede any inconsistent provisions of the Franchise Agreement or a related contract.

EXHIBIT K TO THE DISCLOSURE DOCUMENT

ACCELERATED SERVICES FRANCHISE, LLC

STATE EFFECTIVE DATES

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

State	Effective Date
California	Pending
Illinois	Pending
Indiana	Pending
Maryland	Pending
Michigan	Pending
Minnesota	Pending
Virginia	Pending
Wisconsin	Pending

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

EXHIBIT L TO THE DISCLOSURE DOCUMENT

ACCELERATED SERVICES FRANCHISE, LLC

RECEIPTS

Receipt

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 Accelerated Services Franchise, LLC 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. Michigan requires that Accelerated Services Franchise, LLC give you this disclosure document at least ten (10) business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first. New York requires us to provide you the disclosure document to you by the earlier of the first personal meeting or ten (10) business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

If Accelerated Services Franchise, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and State law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the state agency listed on Exhibit A. Accelerated Services Franchise, LLC's agents for service of process are listed in Exhibit B.

Date of Issuance: April 30, 2026

The Franchise Seller(s) for this offering:

Name	Principal Business Address	Telephone No.
Sherrod Hunter	2304 E Busch Blvd, Tampa, Florida	866-698-2874
Fred Tomlin, Jr.	2304 E Busch Blvd, Tampa, Florida	866-698-2874

I have received a disclosure document dated April 30, 2026. State registration effective dates are listed on the State Effective Dates page. The disclosure document included the following Exhibits:

A. List of State Administrators
B. List of State Agents for Service of Process
C. Franchise Agreement and Exhibits
D. Telephone Number and Website URL Assignment Agreement
E. Financial Statements
F. List of Current Franchisees and List of Franchisees Who have Left the System
G. Franchise Disclosure Questionnaire
H. General Release (Sample Form)
I. State Specific Addenda
J. State Effective Dates
K. Receipt

____
Date of Receipt

____
Print Name

____
Signature (individually and/or as an officer of)

____
(Name of corporation, LLC, or partnership)
a ___________________ Corporation
a ___________________ Limited Liability Company
a ___________________ Partnership

[KEEP THIS RECEIPT FOR YOUR RECORDS]

Receipt

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[RETURN THIS COMPLETED FORM TO ACCELERATED SERVICES FRANCHISE, LLC, 2304 E BUSCH BLVD, TAMPA, FLORIDA 33612]