



FRANCHISE DISCLOSURE DOCUMENT

DUMPSTOR FRANCHISING, LLC

ISSUANCE DATE: MARCH 22, 2024

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DUMPSTOR FRANCHISING, LLC

A Virginia limited liability company

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Sterling, VA 20166

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DumpStor Franchising, LLC d/b/a DumpStor offers franchisees the opportunity to operate a dumpster and job-site storage rental business utilizing a patent pending combined dumpster and storage container, and open top containers.

The total investment necessary to begin operation of a DumpStor franchise for one territory is from \$114,335 to \$504,350. This includes approximately \$58,950 to \$61,350 that must be paid to the franchisor.

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

You may wish to receive this Disclosure Document in another format that is more convenient for you. To discuss this availability of disclosures in different formats, please contact Joe Martino at 42255 Mercure Circle, #120, Sterling, VA 20166; (877) 737-3867.

The terms of your franchise agreement will govern your franchise relationship. Do not rely on this Disclosure Document alone to understand your franchise agreement. Read all of your franchise agreement carefully. Show your franchise agreement and this Disclosure Document to an advisor, like a lawyer or accountant.

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

Issuance Date: March 22, 2024

State Cover Sheet

How to Use This Franchise Disclosure Document

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

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits, or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Exhibit C.
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?	Exhibit A includes financial statements. Please 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 DumpStor 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 DumpStor franchisee?	Exhibit C lists the 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 May 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 a 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 B.

Your state also may have laws that require special disclosures or amendments be made to your franchise agreement or area development 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:

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

Mandatory Minimum Payments. You must make minimum royalty or advertising fund payments regardless of your sales levels. Your inability to make the payments may result in reduction of your territory, termination of your franchise, and loss of your investment.

Short Operating History. The Franchisor is at an early stage of development and has a limited operating history. This franchise is likely to be a riskier investment than a franchise in a system with a longer operating history.

Financial Condition. 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.

Certain states may require other risks to be highlighted. Check the "State Specific Addenda" pages for your state in Exhibit J.

TABLE OF CONTENTS

<u>ITEM</u>	<u>PAGE</u>
ITEM 1. THE FRANCHISOR AND ANY PARENTS, PREDECESSORS, AND AFFILIATES	1
ITEM 2. BUSINESS EXPERIENCE	3
ITEM 3. LITIGATION	3
ITEM 4. BANKRUPTCY	3
ITEM 5. INITIAL FEES	4
ITEM 6. OTHER FEES	5
ITEM 7. ESTIMATED INITIAL INVESTMENT	10
ITEM 8. RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES	14
ITEM 9. FRANCHISEE’S OBLIGATIONS	18
ITEM 10. FINANCING	19
ITEM 11. FRANCHISOR’S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND TRAINING	19
ITEM 12. TERRITORY	25
ITEM 13. TRADEMARKS	28
ITEM 14. PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION	30
ITEM 15. OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS	31
ITEM 16. RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL	32
ITEM 17. RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION	33
ITEM 18. PUBLIC FIGURES	39
ITEM 19. FINANCIAL PERFORMANCE REPRESENTATIONS	39
ITEM 20. OUTLETS AND FRANCHISEE INFORMATION	42
ITEM 21. FINANCIAL STATEMENTS	45
ITEM 22. CONTRACTS	45
ITEM 23. RECEIPTS	45

EXHIBITS

A.	FINANCIAL STATEMENTS
B.	STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS
C.	LIST OF CURRENT AND FORMER FRANCHISEES
D.	OPERATIONS MANUAL TABLE OF CONTENTS
E.	FRANCHISE AGREEMENT WITH ATTACHMENTS
F.	FORM OF GENERAL RELEASE
G.	FORM OF NONDISCLOSURE AND NONCOMPETITION
H.	ELECTRONIC FUNDS TRANSFER AUTHORIZATION
I.	LEASE RIDER
J.	STATE SPECIFIC ADDENDA
K.	STATE EFFECTIVE DATES
	RECEIPTS

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

To simplify the language in this Disclosure Document, the words “we,” “our,” “us,” and “Franchisor” refer to DumpStor Franchising, LLC d/b/a DumpStor, the franchisor. “You,” “your,” and “Franchisee” means the person or entity who buys a franchise, including the individual owners of an entity owned franchise. To fully understand all your and our rights and obligations to each other, you must still carefully review the actual agreements that you will execute. These will control if there is any dispute between us.

Franchisor

We are a Virginia limited liability company organized on August 31, 2021. Our principal place of business is 42255 Mercure Circle, #120, Sterling, Virginia 20166. We do business under our corporate name and under the trade name “DumpStor”. We have not conducted business, nor offered franchises, in any other line of business. Our agents for service of process in other states are disclosed in Exhibit B.

Affiliates, Parents, and Predecessors

We do not have any parents or predecessors.

Our affiliate, Federal Roll-Off Services, Inc. is a Virginia corporation with a principal business address of 9232 Mike Garcia Dr., Manassas VA 20109. “FROS” has operated a dumpster rental business in and around northern Virginia, similar to the Businesses we offer in this Disclosure Document, since February 2003. Currently, FROS operates DumpStor of Richmond-Fredericksburg in and around the Northern Virginia area, and DumpStor of Nashville in and around Nashville, Tennessee. FROS will serve as the model operation for training and related purposes. We refer to this affiliate as a “Affiliate-Owned Outlet.”

Our affiliate, DumpStor Holdings, LLC dba Waste Brands USA is a Virginia limited liability company with a principal business address of 42255 Mercure Circle, #120, Sterling, Virginia 20166. “Holdings” owns the Marks and intellectual property used in the DumpStor System, which it licenses to us under a license agreement.

Our affiliate, DumpStor Inc. is a Virginia corporation with a principal address at 42255 Mercure Circle, #120, Sterling, Virginia 20166. DumpStor Inc. is an approved supplier of printed materials and DumpBag sales. DumpStor Inc. also operates the DumpStor® e-commerce store.

Other than as disclosed above, neither of our affiliates will provide products or services to our franchisees. Other than as disclosed above, neither of our affiliates conducts any other business and neither has offered franchises in any line of business.

Our Prior Business Experience

DumpStor is led by CEO Joe Martino, the creator of the patent pending “DumpStor Pro”. DumpStor has been offering franchises since October 22, 2021. Mr. Martino has been the President and Owner of DumpStor’s affiliate, Federal Roll-Off Services since 2008. The Martino family has extensive experience in the hauling industry dating back to the 1950’s where they serviced the upstate New York market.

The Franchise Being Offered

We grant qualified franchisees the right to open and operate a DumpStor business which offers commercial and residential dumpster and job-site storage rental services, dumpster bag sales and disposal services, and portable toilet rental services. We currently offer containers from 20-yard, 12-yard, aggregate dumpsters, and our patent pending combined dumpster/storage unit (DumpStor Pro), and dumpster bags (DumpBag). We may develop additional products in the future, and our franchisees may be permitted to offer these

products if we permit them to do so. The franchise agreement authorizes you to use the trademarks, service marks, trade names, logos, and symbols we designate (the “Marks”) to provide dumpster and job-site storage rental services (the “Business”).

The Business will operate according to the system of operation we have developed and continue to develop for the DumpStor brand (the “System”). The distinctive elements of the System include but are not limited to the services offered; our customer service standards; our standards and specifications for equipment, technology, supplies, and operations; our advertising and promotional programs and marketing techniques; the exterior and interior design, décor, color scheme, fixtures, and furnishings of the business premises; and the accumulated experience reflected in our training program and instructional materials. We have described our mandatory and recommended standards and procedures in our confidential manuals (the “Manuals”) or in other writings designated by us as part of the standards for the System (collectively with the Manuals, “System Standards”). If you become a franchisee, we will provide you with electronic access to the Manuals. We have the right to change the Manuals and the System Standards at any time.

Our franchisees operate the Business from a specific street address or site that we have approved for their business premises (the “Site”). However, some of our franchisees have contiguous or adjoining territories in which we may allow the franchisee to operate their franchises from a Site in only one of the franchised territories.

The Market and Competition

The market for our products and services includes roofers, window and siding and other contractors, remodelers, developers, fire and water repair contractors, landscapers, and homeowners. You can expect to compete in your market with locally owned businesses as well as national and regional businesses that sell similar products. You will compete with all other businesses that offer roll-off containers, mobile storage units, dumpster bags, and portable restrooms. The markets for these services are well developed and generally year-round but may be cyclical in colder climates.

We recommend that you consult with your own independent business advisors to evaluate these and other factors before deciding to invest in a Business.

Applicable Regulations

You must comply with all local, state, and federal laws and regulations that apply to the operation of your Business, including health, safety, insurance, discrimination, employment, and sexual harassment laws. Health regulations, as well as other state and local specific safety and workplace regulations may impact the types of training, devices, and equipment you must make available to or be required to offer to your employees. The health and safety requirements can vary from jurisdiction to jurisdiction and specific inquiry should be made with your state and local authorities. Your Business will also be subject to various federal, state and local laws, and regulations affecting the Business, including, among others, federal, state and local laws, rules and regulations governing franchising, licensing, permits, zoning, the EPA, and other federal and state environmental protection statutes, OSHA, and other federal, state and local laws regarding hazardous substances and waste, land use, construction regulations and various health, sanitation, safety and fire standards. You are also subject to employment laws such as the EEOC, Fair Labor Standards Act, Americans with Disabilities Act and various state laws governing such matters as minimum wages, overtime and working conditions. Your advertising of the franchise is regulated by the Federal Trade Commission. There may be federal, state, and local laws which affect your franchise in addition to those listed here.

You should investigate whether there are any state or local regulations or requirements that may apply in the geographic area in which you intend to conduct business. You should consider both their effect on your business and the cost of compliance. You are responsible for obtaining all licenses and permits which may be required for your business. We strongly recommend that before signing the Franchise Agreement, you

engage a franchise attorney and other professional advisors to advise you in determining the laws, ordinances and regulations affecting your establishment or operation of a franchise, to assist you in evaluating the financial ramifications of this business decision, and the risks of this business investment.

ITEM 2. BUSINESS EXPERIENCE

Joseph Martino – Founder/Chief Executive Officer (“CEO”)

Mr. Martino has served as DumpStor’s CEO since its formation in August 2021. Mr. Martino has also served as President of Federal Roll-Off Services, Inc., a provider of waste disposal services since February 2008. Mr. Martino serves in his current capacities from our headquarters in Northern Virginia.

Joseph (“Joey”) Anthony Martino – President

Mr. Martino has served as DumpStor’s President since its formation in August 2021. Mr. Martino has served as the Vice President of Federal Roll-Off Services, Inc., a provider of waste disposal services, since June 2019. He serves in his current capacities from our headquarters in Northern Virginia.

Samuel Heaps – Executive Vice President

Mr. Heaps has served as DumpStor's Executive Vice President since its formation in August 2021. Since 2012, Mr. Heaps has been a multi-unit franchisee in the fitness space. Mr. Heaps serves in his current capacities from our Headquarters in Northern Virginia.

ITEM 3. LITIGATION

No litigation information exists or is required to be disclosed in this Item.

ITEM 4. BANKRUPTCY

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

[Remainder of page intentionally left blank. Item 5 begins next page.]

ITEM 5. INITIAL FEES

Franchise Fee

We require a non-refundable initial franchise fee (the “Franchise Fee”) of \$49,950 for the operation of a DumpStor business in a single territory package (a “Territory”) consisting of an area up to 350,000 individuals that your Business may provide services to. We may permit you to purchase additional territory in contiguous areas at a rate of twenty cents (\$.20) per individual. You may also purchase additional territory packages of around 300,000 – 350,000 each, up to 3 total Territories (1,050,000 individuals), as detailed in the table below:

Territory Package	Total Individuals In Territory Package	Cumulative Franchise Fee
1	< 350,000	\$49,950
2	600,000 – 700,000	\$74,950
3	900,000 – 1,050,000	\$99,950

Each Territory is separate and individual, even where contiguous, and Franchisor reserves the rights and remedies to each. While we generally attempt to establish Territories that consist of a population up to 350,000 individuals, several factors may alter the size of the Territory you receive. The final and specific bounds of the Territory will be set forth in the Franchise Agreement. The number of individuals in your territory is generally determined from estimates prepared by the U.S. Census Bureau and other reporting agencies. We may use a substitute or successor source of population information and the source and date of the information we use is determined solely by us. The initial Franchise Fee must be paid to us upon signing the Franchise Agreement. Additional territory purchases will be evaluated on a case-by-case basis. See Item 12 for additional information regarding your territory.

Within 18 months from the effective date of your Franchise Agreement, if you choose to purchase an additional, contiguous territory we will discount the franchise fee for the additional territory to \$37,500.

During the 2023 fiscal year we received franchise fees ranging from \$35,000 to \$200,000. The low end of the range we granted a discount to an early adopter and the high end of the range was for a qualified franchisee who we granted the right to develop a larger Territory.

Technology Setup Fee

In addition to the initial Franchise Fee, we require you to pay us or our affiliate a non-refundable “Technology Setup Fee” of \$1,500. The Technology Setup Fee covers the administrative costs and fees to set up your account with our chosen point-of-sale (POS) system. We will provide you the required software.

DumpStor Starter Package

You must purchase from us or our affiliate an initial package of vehicle wraps, dumpster decals, yard signs, driver shirts, business cards, tarps, and miscellaneous printed items (“DumpStor Starter Package”). This DumpStor Starter Package costs between \$7,500 - \$9,900. This fee is not refundable under any circumstance.

Initial Fees Earned Upon Payment

The Franchise Fee, Technology Setup Fee, and DumpStor Starter Package (“Initial Fees”) shall be deemed fully earned upon payment and are not refundable under any circumstances. Except as described above, the Initial Fees are uniform for all franchisees and must be paid in a lump sum upon execution of the Franchise Agreement.

ITEM 6. OTHER FEES

Type of Fee ¹	Amount	Due Date	Remarks
DumpStor Container Royalty Fee	For each royalty period, we calculate the Royalty Fee, as follows: \$49.50 per week per truck, <i>Plus</i> \$19.50 per week per container, up to 50 containers, plus \$15.00 per container thereafter.	Payable weekly beginning 90 days after receiving your containers	Royalties are currently due weekly, but Franchisor will perform a monthly reconciling for each territory. See Note 2 below for Royalty Fee discount information. See Note 3 below for the Mandatory Minimum Royalty table.
DumpBag Royalty Fee	6% of Gross Revenue	Payable by the 5 th of each month for the prior month’s Gross Revenue	The DumpBag Royalty Fee is only applicable if you choose to include DumpBag services in your DumpStor Franchised Business. The Royalty Fee attributable to your providing DumpBag services are in addition to your DumpStor container Royalty payments.
National and Regional Account Fees ⁴	Varies between 1%-5% of Gross Revenue for the account.	As invoiced	When we handle billing or invoicing on national account clients, we charge this fee to cover our costs for administering the work and billing and invoicing the client. We determine the fee for each job based on the size of the load and our arrangement with the national account.
Brand Fund Contribution	\$2.00 per container per week; we reserve the right to charge up to \$3.00 per container per week upon 30 days’ notice to you. If you offer DumpBags, 1% of Gross Revenue derived from DumpBag services.	Payable weekly starting when you open for Business	The purpose of the Brand Fund is to support general development and recognition of the DumpStor brand. We may specify a different Brand Fund Contribution, not to exceed \$3.00 per container and 3% of DumpBag Gross Revenue, upon written notice to you.
Brand Fund Materials	Our costs	As invoiced	Payable only if we reproduce or customize Brand Fund materials for you.

Type of Fee ¹	Amount	Due Date	Remarks
Local Advertising Expenditure	A minimum of \$40 per dumpster per month or an aggregate minimum of \$1,200 per month if you also offer DumpBags	Monthly	Generally, you will pay vendors, media outlets, etc. directly for local advertising. However, we may require you to pay the funds to us.
Cooperative Advertising	Currently there are no advertising co-ops. If advertising co-ops are established by us, you may be required to contribute as approved by a majority vote of the members of the co-op.	Established by co-op	Not currently assessed. If the Franchisor forms a regional advertising or brand awareness co-op, you must contribute to the co-op. Any amount you must contribute to the co-op will be credited against the required local advertising expenditure.
Grand Opening Advertising ⁵	\$7,000 - \$10,000 for grand opening advertising and promotion.	Payable as incurred between the one month prior to opening the Business and the three months after opening the Business	In connection with the opening of the Business, you must submit a grand opening plan to us for our approval. We have the right to modify your grand opening plan, in our sole discretion, and may require you to use a public relations firm to assist with your grand opening.
Initial Training Fees	None, for up to 2 trainees unless you request, and we agree, to accept extra trainees. \$500 per trainee, plus your costs and expenses, including travel and lodging.	Before training session begins	For all training, including initial training, you are responsible for all travel expenses, living expenses, wages, and other expenses incurred by your trainees. See Item 11 under “Training” for further information about our training program.
Training Fees – Optional and Remedial Training	\$500 per trainee, plus your costs and expenses, including travel and lodging.	Before training session begins	We can charge a training fee: (a) if we require remedial training as a result of your failure to comply with our brand standards; (b) for re-training persons who are repeating a training program, or their substitutes; and (c) for training programs that we make optional for franchisees. If we conduct on-site training, you must also pay the travel, meals, and lodging expenses for our trainer(s).
Technology Fee	\$145 per week	Payable weekly starting when you open for Business.	The Technology Fee currently includes fees related to your access to and usage of our system, our intranet, any mobile applications we develop, and the System Website. We may add, delete, or otherwise modify the products and services that are included in the Technology Fee.

Type of Fee ¹	Amount	Due Date	Remarks
			There is no cap on the amount the Technology Fee may be increased.
Technology Setup Fee	\$1,500	Payable to us before opening your Business for business.	This is an initial fee you will pay to us before opening your Business to cover the cost of setting up your technology in our system.
Annual Convention	Currently \$500 for up to 2 attendees	As invoiced	Payable for you and your employees who attend the annual convention that we host. You are responsible for the travel and living expenses of you and your employees. If you do not attend the mandatory seminars, annual convention, you must pay us the applicable registration fee, regardless of the cause for non-attendance, unless you receive our advance written approval for such absence.
Regional Meeting	\$150 per franchise plus your cost of travel, lodging and meals off the meeting premises	As incurred	You will be obligated to send one person to an annual regional meeting.
Non-Compliance Fee	\$25 per day of non-compliance, plus \$100 per follow-up inspection, plus our costs and expenses, including travel and lodging	As invoiced	<p>If you fail to comply with the Manual and Franchise Agreement and fail to remedy the non-compliance within the cure period provided by us, we may charge you a penalty fee for each day that the non-compliance remains uncured.</p> <p>We can charge an inspection fee if we require follow-up inspections as a result of your non-compliance.</p>
Transfer fee	\$10,000 plus all brokerage commissions, finder fees and similar charges incurred by us in connection with the transfer of your franchise	On demand, prior to and as a condition of our consent to any proposed transfer	Payable to us as a condition of approval for transfer. No fee for transfer to corporation or entity that you own or control other than our costs to evaluate the proposed transfer.
Reimbursement	Amounts we expend on your behalf to cover payments due from you to third parties plus an administrative charge of 10% of such amounts.	On Demand	You are obligated to reimburse us for any amounts that you owe to third parties and which we pay on your behalf plus an administrative charge of 10% of such amounts payable to us.

Type of Fee ¹	Amount	Due Date	Remarks
Renewal Fee	\$10,000	Payable on execution of new Franchise Agreement, no later than 30 days before expiration of initial ten (10) year term or the first renewal term.	When your agreement term ends, you will have the option to continue the franchise relationship with us, subject to certain conditions.
Management Fee	10% of Gross Revenue during the period in which we manage your Business; plus, our expenses.	As invoiced	Payable only if: (a) the Principal Executive (see Item 15) dies or is incapacitated, and we elect to manage the Business pending transfer of his or her interest; or (b) the Principal Executive is arrested for or formally charged with a serious criminal offense, and we take over operation of the Business pending final disposition of the charges.
Procurement of Insurance ⁶	Cost of insurance plus 10% administration fee.	Upon demand	Payable only if you fail to maintain required insurance coverage and we elect to obtain coverage for you.
Indemnification ⁷	Amount of claims	As incurred	You must reimburse us if we incur any damages, losses, or expenses, including reasonable attorneys' fees and other costs, as a result of claims arising from the operation of your Business.
Audit Costs	All amounts shown to be due, plus the cost of the audit, plus interest and late fees.	Upon demand	Payable only if: (a) you did not submit Gross Revenue statements; (b) you did not keep full books and records; or (c) the total Gross Revenue you reported for any three consecutive months is more than 2% below the audited Gross Revenue.
Late Fee	\$25 per day for each day in which any amounts owed to us are unpaid.	With payment of overdue amount	We can charge a Late Fee to compensate us for our administrative costs incurred in enforcing your obligation to pay us and submit required reports to us.
Interest ⁸	18% per annum or the maximum rate permitted by applicable law, whichever is less.	Continues to accrue until paid.	Applies only if you do not pay us on time. We calculate interest from the date the payment was due until paid in full.
Attorneys' Fees	Our costs and expenses	As incurred	You must pay our costs and expenses if we are involved in litigation by or against you.

Notes:

1. Unless otherwise noted, all fees are non-refundable, payable to us, and uniformly imposed on all franchisees receiving this offering. For all amounts payable to us and our affiliates, you must use the payment method(s) that we designate from time to time. As of the date of this Disclosure Document, we require payment by Automated Clearing House (ACH), or electronic funds transfer, and you must designate an account at a commercial bank of your choice and furnish the bank with authorizations at the time of signing your franchise agreement to permit us to make withdrawals from that account. Except as described in Notes 2 and 3, all fees listed in this chart are applicable to each Territory purchased and the amount of each fee will be due and payable in the manner and at the times described in this table for each Territory independently, and not in the aggregate.

2. The first Royalty Fee payment will be made during the week of your ninety-first (91st) day after receiving the purchased containers in your initial equipment package.

We offer a fifty percent (50%) discount on Royalty Fees for the first one hundred eighty (180) days after receiving the purchased containers (90 days with zero Royalty Fee, 90 days 50% Royalty Fee) to first responders, and honorably discharged veterans of the United States armed forces and their spouses. A copy of your DD214 will be required to receive this discount.

3. Based on the number of Territories you choose to purchase; you must purchase the minimum required containers as depicted in the table below (the “Minimum Containers”).

Initial Package - Minimum Required Containers	
Territory Package Purchased	Minimum Containers
1	20
2	30
3	35

For your first two years, the minimum royalty is calculated by multiplying the Minimum Containers by the corresponding Royalty Fee (\$49.50 for one truck plus \$19.50 per container, up to 50 containers, plus \$15.00 per container thereafter). Beginning in your third year of operation, the Minimum Weekly Royalty Payment will increase as detailed in the table below:

Minimum Weekly Royalty Payment		
Territory Package Purchased	Minimum Weekly Royalty	
	Starting Day 91	Beginning Month 25
1	\$439.50	\$634.50
2	\$537.00	\$927.00
3	\$634.50	\$1,174.50

A franchisee is not required to purchase more dumpsters during the term of the Franchise Agreement, but the Minimum Weekly Royalty will increase as detailed above. Where a franchisee has purchased a two or three Territory package, we retain the right to reduce a franchisee’s Territory if the franchisee does not pay the increased Minimum Weekly Royalty.

4. National and Regional Account Fees. We may manage or provide support services to national and/or regional accounts that require centralized overview and support, and for purposes of responding to requests and referrals for services through our franchise system, managing those relationships, answering

calls placed to our toll-free number or a national account on-line access system. In that case, we may charge you a fee between one and five percent (1% - 5%) of Gross Revenue generated by the account. The purpose of this fee is to defray the cost of providing national/regional account management services to the franchise system. We do not plan to charge a fee for simple referrals where we do not directly manage the relationship with the customer, but we reserve the right to do so.

5. Grand Opening Advertising Expenditure. We require you to spend \$7,000 - \$10,000 on SEO/Google AdWords and other local advertising through our designated supplier.

6. Insurance. You must maintain insurance of the types and minimum amounts (naming us as additional insured) that we specify in your franchise agreement, the Manual, or in supplementary notices. You may obtain additional insurance as you desire. Insurance policies may not be subject to amendment or cancellation without at least 30 days prior written notice to us. You must provide certificates of insurance evidencing coverage on an ongoing basis.

7. Indemnification. You must indemnify us and our respective owners, employees, and officers for any claims relating to the operation of your Business, and for all costs incurred relating to any default by you under the Franchise Agreement.

8. Interest. Interest begins from the due date.

ITEM 7. ESTIMATED INITIAL INVESTMENT

A. YOUR ESTIMATED INITIAL INVESTMENT

Type of Expenditure	Amount		Method of Payment	When Due	To Whom Payment is to be made
	Low	High			
Initial Franchise Fee ¹	\$49,950	\$49,950	Lump sum	Upon execution of Franchise Agreement	Franchisor
Technology Setup Fee ²	\$1,500	\$1,500	Lump sum	Prior to opening your Business	Franchisor
DumpStor Starter Package ³	\$7,500	\$9,900	As arranged	As incurred	Our Affiliate
Rent (3 months, plus security deposit) ⁴	\$0	\$5,000	As incurred	Prior to opening your Business	Lessor
Computer Equipment, Software, and Technology Fee (3 months) ⁵	\$1,885	\$3,500	As arranged	Prior to opening your Business	Approved and Third-Party Suppliers
DumpStor Equipment: Truck and Initial Containers ⁶	\$12,700	\$327,000	As arranged	Prior to opening your Business	Approved Suppliers
DumpBag Initial Inventory Package ⁷	\$0	\$11,500	As arranged	Prior to opening your Business	Approved Suppliers
Container/Transportation (delivery and offload) ⁸	\$3,500	\$25,000	As arranged	Prior to opening your Business	Approved Suppliers
Utility Security Deposits ⁹	\$0	\$500	Lump sum	Prior to opening your Business	Utility companies
Travel Expense for Initial Training ¹⁰	\$850	\$1,500	As incurred	As incurred	Transportation, hotels, restaurants

Type of Expenditure	Amount		Method of Payment	When Due	To Whom Payment is to be made
	Low	High			
Opening Inventory and Supplies ¹¹	\$100	\$500	As arranged	Prior to opening your Business	Approved and Third-Party Suppliers
Grand Opening Marketing (3 months) ¹²	\$7,000	\$10,000	As incurred	As incurred	Various suppliers and/or franchisor
Insurance ¹³	\$3,600	\$15,000	As arranged	Prior to opening your Business	Insurance company
Professional fees ¹⁴	\$750	\$2,500	As arranged	As incurred	Professional Advisors
Permits and Licenses ¹⁵	\$0	\$1,000	As required by governments	As required by federal, state, and local governments	Government agencies
Additional Funds (3 months) ¹⁶	\$25,000	\$40,000	As incurred	Weekly payroll, other expenses, and purchases	Approved suppliers, employees, etc.
TOTAL¹⁷	\$114,335	\$504,350			

Notes:

1. Initial Franchise Fee. Calculation of the Franchise Fee is discussed in detail in Item 5. The estimate shown is for one Territory.
2. Technology Setup Fee. The fee covers the costs to set up your initial Docket account for up to 5 separate users (our point-of-sale and daily operating system), the administrative cost of adding creating your website and email system (up to 3 DumpStor email accounts).
3. DumpStor Starter Package. The figures in the chart reflect the estimated range for vehicle wraps, dumpster decals, yard signs, driver shirts, business cards, tarps, and miscellaneous printed items, which we will supply to you as part of your DumpStor Starter Package.
4. Rent (if applicable). You are not required to acquire or lease a dedicated facility to be used solely for your DumpStor business operations. You must, however, obtain or lease storage facilities as necessary to store the truck and containers used in the Business. At a minimum, the facility must be able to store your initial truck and containers. The rent estimate contemplates three months' rent plus a lease security deposit of an equal amount and is based on our knowledge of rent expenses in Manassas, Virginia. Rent expense for a facility from which to operate your Business will vary, based on location, square footage, age and condition of the structure, lease arrangements, and other such factors.
5. Computer Equipment, Software, and Technology Fee (3 months). See Item 8 for information regarding required computer equipment and software. We initially require you to have a computer or laptop with internet access. We do not currently specify specific hardware or an internet supplier, but we may do so in the future. However, you must have the ability to operate QuickBooks and access Docket. Your devices must be in good repair, with sufficient memory to carry out ordinary business functions, as provided in the Manual. We will not have independent access to your devices, but we reserve the right to require such access in the future to conduct periodic audits of any accounting records contained in such hardware. The fee also includes three (3) months of your Technology Fee payments; \$145 per week for three (3) months (12 weekly payments) totaling \$1,740.

6. DumpStor Equipment: Truck and Initial Containers. The low-end amount reflects acquiring the required initial truck and containers through traditional financing sources, including the seller, banks, and equipment finance companies, to operate a Business in a single Territory, plus your first three months of payments. The estimate provided was calculated based on \$214,000 with \$0 down payment, financed for 60 months at 7% interest. The high-end amount reflects the cost of purchasing the required initial truck and containers in full. You must obtain the required initial equipment prior to commencing operations. If you choose to operate with DumpBags, we reserve the right to lower your required initial container purchase. The required initial truck and containers are described in the tables below.

Initial Equipment Purchase for DumpStor Standard Package Only		
Equipment	Price Range per Unit	Total Estimated Cost Range
1 Ford F-650 or Ford F-600 with hooklift or similar setup	\$119,000 - \$159,500	\$119,000 - \$159,500
20 open-top 20-yard containers	\$4,750 - \$6,600	\$95,000 - \$132,000
Total for Purchase of 1 Truck and 20 Containers		\$214,000 - \$291,500

Optional Additional Equipment Purchases

With Franchisor permission, you may either add the following equipment to your initial package or, in limited cases, substitute this equipment for some items in the initial container package.

Optional Equipment Purchases	
Equipment	Price Range Per Unit
Patent Pending DumpStor Pro	\$6,995 - \$8,225
12-yard open top containers	\$4,550 - \$6,400
Aggregate dumpsters	\$4,800 - \$6,400
Upfit of New Truck for DumpBags (in addition to compatible F650 only truck)	\$45,000 - \$59,000

Multiple Territory Purchases

For each additional Territory you purchase, you must purchase an additional amount of containers to begin operations.

Multiple Territory Requirements			
Territories	Additional Equipment	Price Range Per Unit	Total Estimated Cost Range
2	10 open-top 20-yard containers	\$4,750 - \$6,600	\$47,500 - \$66,000
3	15 open-top 20-yard containers		\$71,250 - \$99,000

7. DumpBag Initial Inventory Package. The low end contemplates you do not operate with the DumpBag offering. The high end contemplates you offer DumpBags and make your initial inventory purchase of 500 DumpBags. You must purchase all of your inventory of DumpBags from our Approved Suppliers.

8. Container Transportation (delivery and offload). This is the estimated cost for the transportation and delivery of the truck and initial containers. The estimate may vary depending on the distance the supplier travels in transport, as well as other factors affecting delivery of goods, including gas prices. The delivery will require two (2) flatbed loads.
9. Utility Security Deposits (if applicable). Utility companies may require you to place a deposit before installing telephone, gas, electricity, and related utility services at the location of your Business. These deposits may or may not be refundable in accordance with the agreements made with the utility companies.
10. Travel Expenses to Training. There is no tuition or fee for initial training for up to two (2) of your representatives. You are, however, responsible for making arrangements and paying the expenses for any persons attending the training program including, without limitation, transportation, lodging, meals, and wages. The amount expended will depend, in part, on the distance you must travel and the type of accommodations you choose. The estimate provided contemplates costs associated with the training of two (2) people for our one-week training program in Northern Virginia.
11. Opening Inventory and Supplies. The opening inventory and supplies required for your Business includes basic office supplies, as well as on-the-job supplies such as safety equipment and tools necessary for operation. This list is not exclusive and there may be other inventory related purchases you may choose to make to operate your Business.
12. Grand Opening Marketing (3 months). We require you to spend \$7,000 - \$10,000 for grand opening activities in the three (3) months surrounding the opening of your Business. You will spend the grand opening marketing budget on SEO/Google AdWords, and other local advertising with our designated supplier.
13. Insurance. You must purchase and maintain insurance in the types and amounts described in the Franchise Agreement or Manual. This estimate covers three months' premiums for workers' compensation and commercial liability insurance. Your cost of insurance may vary depending on the insurer, the location of your Business, your claims history, and other factors. You must provide certificates of insurance evidencing coverage to us on an ongoing basis.
14. Professional Fees. This estimates the costs of professional advisors (like an attorney and an accountant) for the initial review and advice consistent with the start-up of a franchised business.
15. Business Licenses. This estimates the costs of business licenses for you to begin operations of the Business. This estimate is based on our experiences with business licenses in Northern Virginia, and may vary depending on your state and local requirements.
16. Additional Funds (3 months). This category estimates your pre-operational expenses that are not listed in other categories, as well as additional funds necessary for the first three (3) months of your operations including expenses for this such as employee salaries and wages, utilities, payroll taxes (including payroll to cover the grand opening promotional period and the pre-opening training period for your staff), Royalty Fees, legal and accounting fees, additional advertising, health and workers' compensation insurance, bank charges, miscellaneous supplies and equipment, staff recruiting expenses, state tax and license fees, deposits, prepaid expenses, and other miscellaneous items. These figures are estimates and we cannot guarantee that you will not have additional expenses starting the business. Your costs depend on factors such as: how much you follow our methods and procedures; your management skill, experience, and business acumen; local economic conditions; the local market for our concept; the prevailing wage rate; competition; and the sales level reached during this initial period.

17. Total. Except as expressly indicated otherwise, these estimates cover your initial cash investment up to the opening of your Business. They do not provide for your cash needs to cover any financing incurred by you or your other expenses. You should not plan to draw income from the operation during the start-up and development stages of your Business, the actual duration of which will vary materially from franchisee to franchisee and cannot be predicted by us for your Business (and which may extend for longer than the three month “initial phase” described in Note 16. You must have additional funds available, whether in cash or through a bank line of credit, or you must have other assets which you may liquidate or against which you may borrow, to cover other expenses and any operating losses you may sustain, whether during your start-up and development stage, or beyond. The amount of necessary reserves will vary greatly from franchisee to franchisee and will depend upon many factors, including the rate of growth and success of your business, which in turn will depend upon factors such as the demographics and economic conditions in the area in which your Business is located, the presence of other similar services or other public awareness of our business and trademarks within the general vicinity of your proposed Business, your ability to operate efficiently and in conformance with our recommended methods of doing business and competition.

The ranges and categories listed in the table above are based on our own experience and the experience of our franchisees in operating a Business.

You will incur labor costs in employing your employees, but those costs are dependent on numerous factors that we cannot predict or estimate, such as the labor rates, labor tax rates, and workers’ compensation rates within your Territory, as well as the availability of workers, number of employees you decide to use, skill and experience levels of your employees, number of hours worked per employee, volume of business, etc. You should investigate the costs of labor in your Territory before making any decision to operate a Business, as this will be a significant portion of your ongoing expenses. We will work with you to develop the best strategy and timing for adding production capacity.

Refundability/Financing. None of the estimated expenditures listed in the table are refundable, except (i) utility deposits are usually refundable, and (ii) lease security deposits may be refundable. We do not offer, directly or indirectly, financing for any of the above expenditures. See Item 10. The availability and terms of financing will depend on many factors, including the availability of financing generally, your creditworthiness, other security that you may have, and policies of lending institutions concerning the type of business being operated by you.

ITEM 8.

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Required and approved purchases and suppliers:

We have the right to require that all equipment, technology, inventory, supplies, vehicles, signs, furnishings, fixtures, décor items, retail merchandise, payment systems, and other products and services that you purchase for use or resale in the Business: (a) meet specifications that we establish from time to time; and/or (b) be purchased only from vendors that we have expressly approved; and/or (c) be purchased only from a single source (which may include us or our affiliates) at the then-current price. To the extent that we establish specifications, require approval of vendors, or designate specific vendors for particular items, we will notify franchisees via the Manual or otherwise.

We and our affiliates may earn a profit on products and services we sell to you directly, and we and our affiliates may receive rebates, administrative fees, commissions, licensing fees, or other benefits from unaffiliated vendors and distributors with respect to their sales of products or services to you or other franchisees, whether or not the product or service is presently mentioned in this Item. Except as limited by applicable law, we and our affiliates have the right to retain any payments received from vendors.

Items You Must Purchase From Us Or Our Affiliates

Other than as provided below, neither we nor any of our affiliates is an approved vendor of products or services to our franchisees as of the issuance date of this Disclosure Document. However, we reserve the right to designate ourselves and/or our affiliates as an approved vendor, or as the only approved vendor, for other products and services in the future. If we do not require you to use a designated source or approved vendor for a particular item, you may purchase the item from any source you choose, as long as your purchases conform to the brand standards.

DumpStor Starter Package. As disclosed in Item 5, you must purchase your initial signage and graphics package from us. The package will include vehicle wraps, dumpster decals, yard signs, driver shirts, business cards, tarps, and miscellaneous printed items.

Point-of-Sale System. You must acquire your license for the designated POS system from us. We will set up your account with the POS and provide you access to the approved software. We reserve the right to designate a different supplier at any time.

Items You Must Purchase From Designated Or Approved Third Parties

Equipment, Trucks, Containers, and DumpBags. You must purchase or lease your truck, containers, and inventory of DumpBags from the suppliers and manufacturers that we designate. You may acquire more than the respective minimum required initial purchase. It is recommended that you purchase an additional truck for every 35 containers you own. See Item 7 for cost details. Our approved suppliers may pay us a rebate ranging from 3% to 30% for purchases by franchisees. In situations where the approved suppliers are selling products utilizing our or our affiliate's intellectual property, the rebate may be higher. See Items 6 and 7 for information about the required minimum containers.

Grand Opening Marketing Plan. You will contract with our designated supplier to create your grand opening plan, including the required expenditure for SEO and Google AdWords. We will provide specifications in the Manuals.

Items That Must Meet Our Specifications

For some products and services, we have not designated a specific source or vendor that you must use, but you must follow our specifications and/or obtain our approval of the vendor. As of the date of this Disclosure Document, they include:

Site. We must approve of your Site. See Item 12.

Opening Inventory and Supplies. You must purchase the inventory and office supplies we require. We will provide specifications in the Manuals.

Computer Hardware and Software. Other than the POS System we discussed above, we do not require any specific brands or providers for the required hardware and software, but we will provide you with our minimum specifications in the Manuals. See Item 11.

Insurance. You must maintain the types and minimum amounts of insurance coverage and bonds we specify for the Businesses. The policies must be written by carriers with an industry rating acceptable to us; must name us, our affiliates, and their respective officers, directors, shareholders, and employees as additional insureds as we direct; and must not have deductibles, exclusions or co-insurance that are unacceptable to us. Each insurance policy must contain a waiver by the insurance company of subrogation rights against Franchisor, its affiliates, and their successors and assigns. Each insurance policy must contain a waiver by the insurance company of subrogation rights against Franchisor, its affiliates, and their successors and

assigns. The table below sets out our required and recommended insurance coverage as of the date of this disclosure document:

Type Minimum Coverage

Type	Minimum Coverage
Comprehensive General Liability	\$1 million per incident / \$2 million aggregate
Commercial Umbrella Policy	\$1 million excess over all underlying liability coverages per occurrence and \$1 million in the aggregate
Property and Casualty Insurance	Full replacement value of your equipment, furniture, fixtures, inventory, and vehicles
Business Interruption	12 months loss of income, including coverage for our Royalty Fees with no co-insurance clause
Automobile Liability for non-owned vehicles	\$100,000 combined single limit per state for Medical/Personal Injury Protection and \$100,000 Uninsured/Underinsured Motorist
Product Liability	\$1 million policy limit
Workers' Compensation	As required by law in your area
Crime Insurance for Employee Dishonesty	\$5,000 combined single limit
Employer Liability	\$100,000 per incident

We can increase the coverage requirements and/or require different or additional kinds of insurance.

Your insurance policies must be written by a carrier with an industry rating acceptable to us, must name us, DumpStor Franchising, LLC, and their parents, subsidiaries, and affiliates, and their respective officers, directors, members, shareholders, and employees as additional insureds, and must not have deductibles, exclusions or co-insurance that are unacceptable to us. All public liability and property damage policies must contain a waiver by the insurance company of subrogation rights against us and our affiliates, successors, and assigns.

Prior to opening your Business, you must provide us with certificates of insurance demonstrating that you have met the requirements. At least 30 days before expiration of a policy, you must furnish evidence of renewal or replacement insurance. If you do not obtain the required coverage, we have the right (but not obligation) to obtain insurance on your behalf. If we do so, you must reimburse us for the cost of insurance, plus a reasonable fee for our services.

Electronic Money Programs and Loyalty Programs. If we set up programs relating to gift cards, gift certificates, stored value cards, online or mobile coupons or credits, online or mobile ordering systems, or other electronic money programs, we will designate the vendors that you must use for these programs. As of the date of this Disclosure Document, we do not have any such programs.

Vendor Approval Process

If we require you to use an approved vendor for a particular item, but you wish to purchase the item from a source that we have not approved, you may submit a written request for approval of the vendor, unless it is an item for which we have designated a specific vendor. To obtain approval, proposed vendors must demonstrate the ability to meet our standards and must possess adequate quality controls and capacity to supply your needs promptly and reliably. We will provide the relevant standards and specifications to vendors that wish to become approved vendors, provided that the proposed vendor signs a confidentiality

agreement; however, we may refuse to disclose product formulations or specifications that we deem to be extremely sensitive. At our request, you must submit samples and other information we require to examine, test, and determine whether the proposed vendor meets our specifications and quality standards. We may also require that the proposed vendor allow our representatives to inspect its facilities. We may charge vendors a license fee to use our trademarks or other proprietary property. We may also charge vendors a rebate or other fee for participation in our purchasing program.

We have no obligation to approve any specific vendor or any minimum number of vendors for any item, and any proposed vendor relationship must not jeopardize the availability of any special pricing or other benefits offered by existing vendors based on system-wide purchases. We may require you to pay a fee to cover our costs of reviewing a proposed vendor, which you must pay whether or not we approve the vendor. We generally will give you written notice of approval or disapproval of the proposed vendor within 30 days after receiving your request and completion of evaluation and testing, if required. You may not sell or offer for sale any products or services of the proposed vendor until you receive our written approval.

We have the right to revoke approval of particular vendors if we determine that their products or services no longer meet our standards. Upon receipt of written notice of revocation, you must stop buying from the disapproved vendor. In addition, if we revoke our approval of the products because they fail to meet our standards, you may be required not to use your remaining inventory of those products.

Negotiated Pricing and Purchase Agreements

We or our affiliates may negotiate purchasing arrangements under which vendors agree to make goods or services available to Businesses on specific terms. You agree to participate in and abide by the terms of any vendor purchase program we establish.

Your purchases from us will be at the prices and on the terms in effect at the time of your purchase.

We may negotiate contracts with providers of goods and services in an effort to obtain favorable pricing for our franchisees and Affiliate-Owned Outlets. Terms of purchase agreements may vary based on any number of factors and prices may change from time-to-time.

Other than as noted above, we do not currently negotiate purchasing arrangements with vendors on behalf of our franchisees, but we reserve the right to do so, including pricing terms. Our ability to negotiate and maintain arrangements with vendors may depend on the participation of as many franchisees as possible. Accordingly, if we name a specific vendor for a product or service, you must obtain the product or service from that designated vendor. You must comply with the terms and conditions included in the contract with a specific vendor.

Revenue from Franchisee Purchases

As noted above in this Item, vendors may make payments to us based on franchisees' use of the vendors. Vendor payments may include participation fees per franchise, rebates based on actual purchases, marketing contributions for joint promotion of the vendor's products with our brand, and/or sponsorship fees for conferences and other events. We will use any restricted funds in the manner agreed with the vendor. Except as limited by applicable law, we have the right to pass through, share or retain all or a portion of any rebates, commissions, discounts, or beneficial pricing that we obtain from vendors. We may use these monies to, among other things, recapture costs related to maintaining the vendor program, negotiating designated vendor arrangements, facilitating orders, and making a profit.

During the 2023 fiscal year, we earned rebates between 3% - 30% of all required purchases by franchisees from our required supplier of equipment, trucks, and containers. During the 2023 fiscal year, our total revenue was \$1,549,164; our revenue from all required purchases and leases was \$464,972.40; the

percentage of our total revenue derived from required purchases and leases was 30%; none of our affiliates earned revenue from required franchisee purchases or leases.

As of the date of this Disclosure Document, none of our officers owns an interest in any unaffiliated vendors that sell products or services to our franchisees.

We estimate that the proportion of your required purchases and leases from approved suppliers to all purchases and leases in establishing the Business is 75% to 85%. We estimate that the current proportion of your required purchases and leases from approved suppliers to all purchases and leases in operating the Business is approximately 25% to 50%, but this amount is subject to change.

Purchasing Cooperatives

There are no purchasing cooperatives or distribution cooperatives in our franchise system as of the date of this Disclosure Document.

Material Benefits

We do not provide material benefits to franchisees based on their purchase of particular products or services or use of particular vendors.

ITEM 9. FRANCHISEE'S OBLIGATIONS

This table lists your principal obligations under the franchise agreement (FA). It will help you find more detailed information about your obligations in these agreements and in other items of this Disclosure Document.

Obligation	Section (§) in Agreement	Disclosure Document Item
a. Site selection and acquisition/lease	FA §1.6	Item 11
b. Pre-opening purchases/leases	FA §7.2	Item 8
c. Site development and other pre-opening requirements	FA §7.4	Items 6, 7, and 11
d. Initial and ongoing training	FA Article 4, §7.4, Article 12	Items 6 and 11
e. Opening	FA §7.3	Item 11
f. Fees	FA Article 5	Items 5 and 6
g. Compliance with standards and policies/ Manual	FA §1.3, Article 7, Article 8	Items 8 and 11
h. Trademarks and proprietary information	FA §6	Items 13 and 14
i. Restrictions on products/ services offered	FA §7.2	Items 8 and 16
j. Warranty and customer service requirements	FA §7.8, §13, §18.3	Item 11
k. Territorial development and sales quotas	FA §2	Item 12
l. Ongoing product/service purchases	FA §7.10	Item 8
m. Maintenance, appearance, and remodeling requirements	FA §7.1, §7.2.1	Item 11
n. Insurance	FA Article 15	Items 6 and 8

Obligation	Section (§) in Agreement	Disclosure Document Item
o. Advertising	FA §7.6, §7.7, Article 9	Items 6, 8, and 11
p. Indemnification	FA Article 17	Item 6
q. Owner's participation/ management/staffing	FA §4.2.1, §7.4, §7.13	Items 11 and 15
r. Records/reports	FA Article 10	Item 16
s. Inspections/audits	FA §7.9, Article 10	Items 6 and 11
t. Transfer	FA Article 11, Article 12	Item 17
u. Renewal	FA Article 3	Item 17
v. Post-termination obligations	FA Article 11, Article 14	Item 17
w. Non-competition covenants	FA Article 11	Item 17
x. Dispute resolution	FA Article 21	Item 17
y. Other: Guaranty of franchisee obligations	FA §12.7.4, §24.1.8	Item 15

ITEM 10. FINANCING

We and our affiliates do not offer direct or indirect financing to you. We do not guarantee any note, lease, or obligation of yours.

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

Except as listed below, we are not required to provide you with any assistance.

Pre-Opening Obligations

We have the following obligations to you before you open your Business:

- We will approve your Site. (Franchise Agreement - §4.1)
- We will conduct an initial training program as described below. (Franchise Agreement - §4.2.1)
- We will loan to you one copy of the Manuals to use during the term of the franchise agreement. You may not reproduce the Manuals without our prior express written consent. The Manuals contain our standard operational procedures, policies, rules, and regulations with which you must comply, as well as specifications for equipment, signage, inventory and supplies for your Business. (Franchise Agreement - §4.2.3 and §8)
- We will assist you in setting up your POS system, website, and email accounts. (Franchise Agreement - §5.8)
- We will provide you with any specifications that we develop for fixtures, furnishings, equipment, and signage, which may include the names of approved suppliers. However, we do not supply these items directly, nor do we assist with delivery or installation. (Franchise Agreement - §7.2)

- We will work with you on creating a pre-opening marketing plan for the Business. (Franchise Agreement - §5.10, §9.1.4, and §9.1.5)
- We will provide opening support and assistance as we deem appropriate, at the time(s) and in the manner we determine. If you request opening support beyond what we customarily furnish to the Businesses, and if we agree to furnish the additional support, then we will have the right to impose a fee, plus expenses, for providing the agreed additional support. (Franchise Agreement - §4.2)

Continuing Obligations

We have the following obligations to you during the operation of your business:

We will furnish such additional assistance and advice concerning your performance under the franchise agreement and the operation of your Business as we determine to be necessary in our sole and absolute discretion. In our sole and absolute discretion, we may send a representative to your Business to discuss the operation of your Business:

- We will develop and maintain the brand standards (Franchise Agreement - §7.1);
- We will manage the operation of the Franchisee Portal, if applicable (Franchise Agreement - §5.9);
- We will manage the Brand Fund, as described below in this Item, and make available to you any creative materials financed by the Brand Fund. You agree to pay or to reimburse us for any costs to reproduce the materials and/or to customize the materials for your use (Franchise Agreement - §5.2.2, §5.2.3, and §9.1.1); and
- If we determine that we may lawfully require you to charge certain prices for goods or services, certain minimum prices for goods or services, or certain maximum prices for goods or services, you must adhere to our pricing policies as set forth in the Manuals or otherwise in writing from time to time. We currently require you to charge rates equal to or in excess of a minimum pricing schedule, which we will provide and may revise from time to time. Otherwise, you are solely responsible for determining the prices that you charge customers and must provide us with your current price list upon our request (Franchise Agreement - §8.2).

Time Before Opening

We estimate that the length of time to open your Business will be approximately 60 to 180 days after you secure financing for the truck and containers. The factors that may affect this period include your ability to secure financing, complete training, obtain any needed permits or licenses, and the time needed to order and receive your truck and containers.

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Marketing

Local Advertising

We require you to spend \$40 per month per dumpster in your local market and digital marketing targeting your area. The table below outlines the minimum monthly expenditure if you own only the required minimum containers.

Minimum Required Advertising Expenditure		
Territory Package Purchased	Minimum Containers	Minimum Expenditure Per Month
1	20	\$800
2	30	\$1,200
3	35	\$1,400

We will review your proposed advertising and promotional plans and materials.

If you add DumpBag services, your aggregate minimum local advertising expenditure will increase to \$1,200 per month for a single territory package.

Grand Opening Marketing Plan

You will be required to create, and present for our approval, a Grand Opening Marketing Plan. The Grand Opening Marketing Plan requires you to spend \$7,000 - \$10,000 distributed between SEO/Google AdWords and initial local advertising. The execution of this plan will take place in the three (3) months surrounding the opening of your Business.

Cooperative Advertising

As of the date of this Disclosure Document, we have not established any local or regional advertising or brand awareness cooperatives (“Co-op”). If we do so in the future, you must participate in any cooperative advertising or brand awareness program for the region in which your Business is located. We may change, dissolve, or merge Co-ops in our sole discretion. You must contribute to the Co-op up to two percent (2%) of your Gross Revenue, as determined by the members of the Co-op. Any amount contributed to the Co-op will be credited against the minimum amount which you must spend on local advertising, as described above. There is no advertising council at the present time.

Brand Fund

Franchisor has established and administered a brand awareness fund (the “Brand Fund”) to promote and enhance the image, identity, or patronage of the System. We require you to contribute to two dollars (\$2.00) per container to the Brand Fund in addition to the amounts required for local/co-op advertising as noted above. We may raise your contribution upon 30 days’ written notice to no more than three dollars (\$3.00) per container. If you offer DumpBag services, you will be required to contribute one percent (1%) of Gross Revenue attributable to providing DumpBag services. We may raise your contribution upon 30 days’ written notice to no more than three percent (3%) of Gross Revenue. The Brand Fund established by us is operated under the following parameters. All franchisees will generally be required to contribute to the Brand Fund at the same rate, and Affiliate-Owned Outlets are not required to contribute to the Brand Fund. The sums you and other franchisees contribute to the Brand Fund are deposited in our general operating account and segregated administratively on our books, but the funds are commingled with our general

operating revenues. If we spend less than the total of all contributions to the Brand Fund during any fiscal year, we may accumulate such sums for use in later years.

At your request, we will furnish to you within 120 days after the end of each of our fiscal years, an unaudited report certified as correct by one of our officers showing the Brand Fund balance at the beginning of the year, the total amount contributed by franchisees and allocated by us on behalf of our affiliate-owned businesses, and the amount actually spent for the year, and the remaining balance or deficit in the Brand Fund at the end of the fiscal year.

We intend to spend an amount equal to the Brand Fund revenue received or allocated by us for national, regional, or local advertising, public relations, and promotional campaigns, typically in media such as direct mail advertising, newspapers, radio, and cable and local television. A reasonable portion of this sum may also be spent for other items including conducting marketing studies; and the production and purchase of advertising art, commercials, musical jingles, print advertisements, point of sale materials, media advertising, outdoor advertising art, and direct mail pamphlets and literature, and may also be allocated to reimburse us or our affiliates for internal expenses of operating an advertising department and administration of our advertising program. We determine, in our discretion, all matters relating to such advertising, public relations and promotional campaigns, and we are not required to allocate or expend brand fund contributions for the benefit of any particular franchisee or group of franchisees on a pro-rata or proportional basis. We are not required to spend any amounts on advertising in your Territory. In our most recent fiscal year, no Brand Fund money was disbursed. No Brand Fund contributions are used solely for advertising to solicit new franchisees, however, the DumpStor website, public relations activities, community involvement activities, and other activities supported by the Brand Fund may contain information about franchising opportunities. In the most recent fiscal year ending December 31, 2023, the Brand Fund spent 49% of its income on the production of advertisements and other promotional materials, 22% for media placement, and 272% for general and administrative expenses (includes 80% of the salary for an internal marketing person whose primary job is to manage and create materials for the Brand Fund).

In no event will we be deemed a fiduciary with respect to any contributions to the Brand Fund we receive or administer. We are not required to have an independent audit of the Brand Fund completed. We will prepare an unaudited statement of contributions and expenditures for the Brand Fund and make it available within 120 days after the close of our fiscal year to franchisees who make a written request for a copy.

Promotional Campaigns

We may periodically conduct promotional campaigns on a regional basis to promote our dumpster and on-site storage services or marketing themes. You must participate in all promotional campaigns, which we may establish for the region in which your Business is located.

Training

At all times during the term of your Franchise Agreement, at least one management employee at your Business must have attended and completed our full-time training course to our satisfaction, at our offices in Northern Virginia, or at some other location we may designate, or through a virtual environment. Training programs are offered two times per month or periodically as needed to meet the demands of new franchisees. Your designated representative and management personnel must be approved by us in writing before participating in our training course. There is no tuition fee for attendance by you or your manager or designated representative (up to two attendees) to attend this training course, but all expenses that you and your personnel incur while attending or obtaining the training course will be borne entirely by you. We may charge our then current training fees for any additional personnel attending the training course, or for any attendees who fail to complete the training course to our satisfaction and must repeat the training.

We will provide an experienced training staff. Our training staff will include Joseph Martino, who has served as the President of our Affiliate-Owned Outlet, the model business, since 2008 and has been in the waste industry since 1994; Joseph Anthony Martino has served as the Affiliate-Owned Outlet's Vice President since 2019; and Samuel Heaps who has been a franchisee entrepreneur since 2012. We may employ more or different experienced training directors in the future. Our training program is still being developed but will include classroom and on-the-job training as generally detailed in the table below.

Instruction materials include our Manuals, digital training materials, and related workbooks. New operators, managers, and drivers must be approved by us and complete a training program before assuming active duty at your Business.

TRAINING PROGRAM

Subject	Hours of Virtual/ Classroom Training	Hours of On-The-Job Training	Location
Establishing the Business	3	0	Our headquarters in Northern VA, online, your location, or any other location as we may designate
The Business and Background	2	0	Our headquarters in Northern VA, online, your location, or any other location as we may designate
Equipment and Systems	11	0	Our headquarters in Northern VA, online, your location, or any other location as we may designate
Marketing and Sales	2	0	Our headquarters in Northern VA, online, your location, or any other location as we may designate
Operations and Management	3	0	Our headquarters in Northern VA, online, your location, or any other location as we may designate
Execution and Implementation	2	0	Our headquarters in Northern VA, online, your location, or any other location as we may designate
TOTALS	23 Hours	0 Hours	

We may periodically offer additional training programs to you, your manager, and designated representative covering such subjects as new products or procedures, marketing, bookkeeping, accounting and general operating procedures and the establishment, development, and improvement of computer systems. Attendance by you or your manager or designated representative may be mandatory or optional, in our discretion. There is no tuition fee for mandatory or optional training courses. All expenses that you and your personnel incur while attending or obtaining all training will be borne entirely by you.

Scheduling

All training is scheduled by us throughout the year on an as-needed basis to reasonably accommodate franchisees.

Computer Systems

You must obtain, maintain, and use the hardware, software, other equipment, and network connections that we specify periodically in the Manuals necessary to operate our customer relationship management system and other technology systems that we designate (collectively, the "Management and Technology System"). You must use the Management and Technology System to (i) enter and track purchase orders and receipts,

attendance, and customer information, (ii) update inventory, (iii) enter and manage your customers' contact information, (iv) generate sales reports and analysis relating to your Business, and (iv) provide other services relating to the operation of the Business. If we require you to use any proprietary software or to purchase any software from a designated vendor, you must execute and pay any fees associated with any software license agreements or any related software maintenance agreements that we or the licensor of the software require. You must replace, upgrade, or update at your expense the Management and Technology System as we may require periodically without limitation. We will establish reasonable deadlines for implementation of any changes to our Management and Technology System requirements.

The Management and Technology System currently includes a computer, a printer, and a smartphone device. Specifications for the brand, operating capabilities, and functionality of these hardware components will be set forth in the Manuals and are subject to change. At a minimum, the components of the Management and Technology System must be connected to the internet via a high-speed internet connection and must be able to run our designated software programs and general business software such as email, word processing, and similar programs.

The Management and Technology System will use third-party software from our approved vendors for point-of-sale functions, email marketing, and all customer management functions. For any proprietary software or third-party software that we require you to use, you must execute and be responsible for the fees associated with any software license agreements or any related software maintenance agreements that we or the licensor of the software require.

We estimate that the Management and Technology System will cost between \$1,885 and \$3,500, which includes the cost of the hardware, software licenses, related equipment, and network connections, including related installation costs. We, or our approved suppliers, will act as vendors or suppliers of some or all of the components of the Management and Technology System. We estimate the annual updating and maintenance costs for the Management and Technology System to be between \$100 and \$500 annually.

The Management and Technology System will be dedicated for business uses relating to the operation of the Business; (i) to use the Management and Technology System in accordance with our policies and operational procedures; (ii) to transmit financial and operating data to us as required by the Manuals; (iii) to do all things necessary to give us unrestricted access to the Management and Technology System at all times (including users IDs and passwords, if necessary) so that we may independently download and transfer data via a modem or other connection that we specify; (iv) to maintain the Management and Technology System in good working order at your own expense; (v) to ensure that your employees are adequately trained in the use of the Management and Technology System and our related policies and procedures; and (vi) not to load or permit any unauthorized programs or games on any hardware included in the Management and Technology System.

You also must comply with all laws and payment card provider standards relating to the security of the Management and Technology System, including, without limitation, the Payment Card Industry Data Security Standards. You are responsible for any and all consequences that may arise if the system is not properly operated, maintained and upgraded or if the Management and Technology System (or any of its components) fails to operate on a continuous basis or as we or you expect.

You, at all times, must give us unrestricted and independent electronic access (including users IDs and passwords, if necessary) to the Management and Technology System for the purposes of obtaining the information relating to the Business. You must permit us to download and transfer data via a high-speed internet connection or such other connection that we specify on a real-time basis. There are no contractual limitations on our right to access data stored in the Management and Technology System.

You must dedicate your computer system for use as the Management and Technology System only and use the Management and Technology System in accordance with our policies and operational procedures. Your employees must complete any and all training programs we reasonably require for the proper operation and

use of the Management and Technology System. You may not use any other cash registers or computer systems in your Business.

Operations Manuals

We currently have two manuals, an Operating Manual. Attached as Exhibit D is a copy of the table of contents of our current Operating Manual, which indicates the number of pages devoted to each topic and the current total number of pages, 118, in the Manual. The Manual may change at any time.

Website

We have established and intend to maintain an internet website that provides information about the franchise System (the “DumpStor Website”). We may (but are not required to) include on the DumpStor Website an interior page containing information about your Business. If we include your information on the DumpStor Website, we have the right to require you to prepare all or a portion of the page, at your expense, using a template that we provide. All information is subject to our approval before posting. We will have sole discretion and control over the DumpStor Website’s design and contents. You consent to the posting of information about your Business on the DumpStor Website.

We have the sole right to approve any linking to, or other use of, the DumpStor Website. We have no obligation to maintain the DumpStor Website indefinitely, and we reserve the right to discontinue it at any time without liability to you. Furthermore, as we have no control over the stability or maintenance of the internet generally, we are not responsible for damage or loss caused by errors or malfunctions of the internet.

You will not be allowed to establish or operate any other website for your Business or establish or participate in any System related blog or other discussion forum. However, in the event we no longer maintain an internet website, you may be allowed to establish or operate any other website for your Business or establish or participate in any System related blog or other discussion forum with our advance written consent.

We will maintain one or more social media sites (e.g., Facebook, Twitter, Instagram, or other social media sites). You may not establish or maintain any social media sites utilizing any usernames, or otherwise associating with the Marks (as such term is defined in Item 13 below), without our advance written consent. We may designate from time to time regional or territory-specific usernames/handles that you must maintain. You must adhere to any social media policies, including those that may be included in the Manual, that we establish from time to time and must require all of your employees to do so as well.

ITEM 12. TERRITORY

Franchise Agreement

You will have a protected Territory during the term of your Franchise Agreement, provided you are in full compliance with the terms of the Franchise Agreement and your obligation to primarily service customers in your Territory. Protected means that we will not operate a business under the Marks and the System in the Territory or authorize others to operate Businesses within the Territory, except as described below. This does not prohibit us from advertising or soliciting employees or independent contractors in your Territory.

You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control.

A single Territory will consist of a population approximately up to 350,000 individuals (with a variance that may be granted by Franchisor in its discretion) and will generally be defined using postal zip codes

present at the time the Territory is established. Nonetheless, the population of the Territory may vary depending on a number of factors that we determine, including the geography of the Territory. We may permit you to purchase additional Territory in contiguous areas at a rate of twenty cents (\$.20) per individual. You will be able to choose your Territory based on available pre-defined Territories. We will use the most recent population information available in the U.S. Census Data, or other population statistical sources of our choosing to determine populations. Once we have determined your Territory, it will be defined in Appendix A to your Franchise Agreement. We make no representation or guarantee about the accuracy of the data provided by the third-party providers and therefore the actual population may be different than the actual counts at the time of signing the Franchise Agreement.

Territory Package	Individuals In Territory
1	< 350,000
2	600,000 – 700,000
3	900,000 – 1,050,00

In Attachment A to your Franchise Agreement, you and we will agree to which Territory package you will purchase. If you purchase a two or three Territory package, you will be subject to an increased Minimum Required Royalty beginning in your fourth year of operation. If you do not pay the Minimum Required Royalty we reserve the right to reduce your Territory package. You will agree that each Territory is separate and individual, even where contiguous, and Franchisor will reserve the rights and remedies to each.

Your franchise will require a Site from which you will run your Business, and which may be a home office or a commercial office space. If you wish to rent commercial space, it must be located within your Territory and you must request approval from us, which we may grant or refuse in our sole discretion and submit a copy of the proposed lease prior to signing it. You acknowledge that other franchisees may manage their Businesses from home offices located within your Territory; however, they will not have the right to provide services within your Territory. You may not relocate your Site without our prior written approval. If you ask to relocate, we will evaluate your request using the same standards that we apply to reviewing the proposed location of new Businesses. Unless otherwise agreed in writing, relocation does not change your Territory.

Rights We Retain

Although we will grant you a Territory, we or our affiliates may (or may authorize a third party to) conduct any or all of the following activities, without compensation to you:

- solicit customers for you as well as advertise and promote sales of Businesses anywhere, including within the Territory;
- offer and sell (or authorize others to offer and sell) services other than related to the Business under any names and marks other than the Marks;
- distribute or license the manufacture or distribution of goods and products, regardless of whether or not such products are authorized for offer and sale through the Business, within the Territory, under other trademarks licensed by us or otherwise held by us, or through any means of distribution (e.g., direct mail, retail outlets, internet, other alternate channels of distribution) not otherwise prohibited by the Franchise Agreement;
- establish and operate and grant to others the right to establish and operate, a Business anywhere outside of the Territory, regardless of proximity to the Territory or to your Business;

- purchase, merge, acquire (or be acquired by), affiliate with, or engage in any transaction with other businesses (whether competitive or not) having one or more locations, wherever located, including, but not limited to, transactions or arrangements involving competing outlets and/or brand conversions (to or from the DumpStor brand and System);
- engage in any other activity, action or undertaking that we are not expressly prohibited from taking under the Franchise Agreement;
- develop, operate, and franchise similar or dissimilar systems under trademarks, service marks, and commercial symbols other than the Marks, without offering them to you; and
- right to reduce your Territory, beginning in Year 3, if you are unable or unwilling to pay the increased Minimum Royalty Payment.

We have no obligation to compensate you in connection with any of these activities.

Activities Outside of the Territory

You may not perform services or sell products related to the Business outside of the Territory without our prior written consent, which we may give and withdraw as we deem appropriate, and which we may condition on you obtaining a separate phone number or other requirements. You may not solicit or advertise to customers outside of the Territory without our permission. “Solicit” includes, but is not limited to, solicitation in person, by telephone, by mail, through the internet, social media, email, or other electronic means, and by distribution of brochures, business cards or other materials or any other advertising. If any solicitation of customers within the Territory is in media that will or may reach persons outside of the Territory, you are required to notify us in advance and obtain our consent. If you receive a request for services or products from outside the Territory, you are required to refer that request to the Business located in the applicable territory (or to us or our affiliate, if we have not assigned the applicable territory to a Business). However, under certain limited circumstances, you may process a request from outside of the Territory if the requested service is permitted under our policies or otherwise approved by us. If we permit you to advertise, solicit, service or sell in areas outside of the Territory that are not serviced by another Business or by us (or our affiliate), you will be required to comply with all of the conditions and other requirements that we may from time to time specify in the Manuals or otherwise in writing with respect to such activities. We may at any time condition your continued out-of-Territory sales and services on your agreement to purchase the franchise rights for the territory in which the sales and services are being performed. At any time upon our demand or upon notice from us that the territory in question has been assigned to another Business, you must immediately cease all activities in that territory and comply with our procedures for the transition of customer accounts for that territory. Under no circumstances will we be liable to you for violations by other Businesses of our policies on out-of-Territory sales and services.

National, Regional, and Key Accounts

We may from time to time enter into agreements to provide services to customers as part of a national, regional, or key account program at locations within the Territory. You must accept and perform the terms of such agreements (including, without limitation, special pricing, payment terms, timing of services, and central invoicing) with respect of locations within the Territory. If you refuse to perform the required services or we determine that your Business is not qualified, interested, able or available to perform the services, you are required to allow either our employee(s) or another franchisee to enter the Territory to perform the required services. In the case of an agreement under which the customer will pay a fixed amount for services at all locations listed in the agreement, we may allocate the fixed amount among the businesses performing the services.

Other Channels of Distribution

You may not offer products or services through any channel other than those we have expressly approved. If you request approval of any other distribution channel or type of outlet, we will consider the factors we deem appropriate, which may include the period of time you have been operating the Business, your sales volume, whether you have met quality standards and other benchmarks, and other standards that we may determine. You may not sell products to any vendor who would in turn sell to consumers.

We do not have an obligation to reserve contiguous territories for you. You do not receive an option, right of first refusal, or similar rights to acquire additional franchises within your Territory or contiguous territories.

If the trucks, containers, dumpster bags, and/or portable restrooms (“Operating Assets”) used in the operation of your Business are destroyed or damaged by any cause beyond your control such that they may no longer continue to be utilized, you must immediately give us notice of such destruction or damage (“Destruction Event”). You must diligently work to repair and restore the Operating Assets as soon as possible to resume operation of your Business. If a Business is closed due to a Destruction Event, the Business will continue to be deemed “in operation” for the purpose of this Agreement for up to 30 days after the Destruction Event occurs. If a Business (i) is closed in a manner other than those described in this section or as otherwise agreed by us in writing or (ii) fails to reopen within 30 days after a Destruction Event, then we may exercise our rights under the Franchise Agreement. In the event the Operating Assets are completely destroyed or otherwise incapable of being repaired following a Destruction Event, we will not exercise the remedies set forth so long as (a) within the 30 days after the Destruction Event you have made arrangements with us or our designated supplier to obtain new Operating Assets for use in your Business; and (b) you are open and operating your Business in the protected territory within 90 days of the Destruction Event.

Neither we nor our affiliates have any present plans to establish other related franchises or affiliate-owned businesses selling the same or similar products or services under a different name or trademark, although we and our affiliates each reserve the right to do so. The territorial protection granted to you is not dependent on your achievement of a certain sales volume, market penetration, or other contingency. As long as you are in compliance with the Franchise Agreement and the protection of the Territory has been properly secured and maintained pursuant to the Franchise Agreement as described above, there are no circumstances under which the Territory granted to you may be altered before the expiration or the termination of the Franchise Agreement without your written consent.

We are not required to pay you if we exercise any of the rights specified above. We are not required to grant you any additional Territories (other than as set forth in Appendix A of the Franchise Agreement), expand your Territory, or allow you to relocate your Territory or your Business.

ITEM 13. TRADEMARKS

Pursuant to the Franchise Agreement, you are granted a license to operate a Business using the marks, DumpStor (logo) and other marks in connection with the Business (the “Marks”). The Marks listed below are the subjects of valid and subsisting U.S. Patent and Trademark Office registrations shown below.

In addition to the Marks in the chart below, franchisees may also use other marks, registered or unregistered, that we own or have the right to use through a license agreement between DumpStor Holdings, LLC and Franchisor (the “License Agreement”) and that we designate as part of the Marks. The License Agreement does not contain any significant limitations on our right to use or license the Marks to you and is perpetual in duration and may be terminated unilaterally by either party only upon a material breach of the License Agreement.

DumpStor Holdings, LLC has registered the following Marks with the Principal Register of the USPTO and has filed all required affidavits with respect to each of the Marks:

Mark	U.S. Registration Number	Registration Date
DUMPSTOR	6488113	September 14, 2021

DumpStor Holdings, LLC has applied for registration of the following Marks with the Principal Register of the USPTO and has not yet but will file all required affidavits with respect to each of the Marks:

Mark	U.S. Application Serial Number	Application Date
DUMPBAG	98374399	January 24, 2024

At this time, we do not have a registration for the DUMPBAG trademark. Therefore, this trademark does not have many of the legal benefits and rights as a federally registered trademark. If your right to use this trademark is challenged, you may have to change to an alternative trademark which will increase your expenses.

We claim common law rights to the Marks and other terms and phrases used regularly in connection with the Business. We also claim common law rights to our designs, logos, and trade dress items, including color schemes and appearance, as well as copyright where applicable, but there have not been judicial determinations of the existence, validity, or extent of our rights. We claim and intend to rely on common law and/or statutory trade secret and unfair competition protection for the proprietary materials and information you are awarded a license to use under the Franchise Agreement.

There are presently no final effective determinations of the USPTO, the Trademark Trial and Appeal Board, or any trademark administrator of any state or any court proceedings which limit or restrict our right to use the above-described Marks or are relevant to your use of the Marks for your DumpStor Business.

We have the right to control any administrative proceeding or litigation involving a trademark licensed by or to you. If you learn of any claim, suit, or demand against you by a third party for any alleged infringement, unfair competition, or similar matter due to your use of the Marks, in accordance with the terms of the Franchise Agreement, you must promptly notify us of the claim, suit, or demand. We will then take whatever action we, in our sole discretion, consider necessary or appropriate. We intend to take reasonable steps to preserve and protect our ownership of the Marks and their validity. We are not obligated to protect any rights awarded to you to use the Marks or protect you against claims of infringement or unfair competition regarding the Marks. You may not settle or compromise any claim by a third party without our prior written consent. We may defend, compromise, or settle any claim at our cost, using attorneys that we choose, and you must cooperate fully with us in defending the claim. If you learn of any infringing use, you must promptly notify us. We will decide in our discretion whether or not to prosecute any purported infringement of the Marks and our decisions will be final.

We are the lawful and sole owner of the domain name(s) www.dumpstor.com. You cannot register any of the Marks owned by us or any abbreviation, acronym, or variation of the Marks, or any other name that could be deemed confusingly similar, as internet domain names. We retain the sole right to advertise the System on the internet and to create, operate, maintain, and modify, or discontinue using, a website using the Marks. You may access our website. Except as we may authorize in writing in advance, however, you cannot: (i) link or frame our website; (ii) conduct any business or offer to sell or advertise any products or services on the worldwide web; or (iii) create or register any internet domain name in connection with your franchise.

You may use only the Marks which we designate, and you may use them only in the manner we authorize and permit. Any goodwill associated with Marks, including any goodwill which might be deemed to have arisen through your activities, inures directly and exclusively to our benefit. You may use the Marks only for the operation of the Business and only at your Site, on the trucks and containers, or in advertising for the Business. You will use all Marks without prefix or suffix and in conjunction with the symbols “SM,” “TM,” “S” or “®,” as applicable, to the extent they have been validly registered in the USPTO. You may not use the Marks in connection with the offer or sale of any services or products which we have not authorized for use in connection with the franchise System. You may not use the Marks as part of your corporate or other legal name. We must approve your corporate name and all fictitious names under which you propose to do business in writing before use. You must use your corporate or limited liability company name either alone or followed by the initials “D/B/A” and the business name “DumpStor.” You must promptly register at the office of the county in which your Business is located, or such other public office as provided for by the laws of the state in which your Business is located, as doing business under such assumed business name.

All of your advertising must prominently display the Marks and must comply with our standards for using the Marks. All such advertising is subject to our prior written approval, which we will not unreasonably withhold. We reserve the right to approve all signs, stationery, business cards, forms, and other materials and supplies bearing the Marks. You may use the Marks including, without limitation, trade dress, color combinations, designs, symbols, and slogans, only in the manner and to the extent specifically permitted by the Franchise Agreement or by our prior written consent. You must submit to us, and we must approve, all advertising, publicity, signs, decorations, furnishings, equipment, or other materials employing the Marks, or related marks, before first publication or use. You must identify yourself as the owner of the Business (in the manner we prescribe) in conjunction with any use of the Marks including, without limitation, on invoices, order forms, receipts, and business stationery, as well as at such conspicuous locations as we may designate in writing on your business location.

If it becomes advisable at any time in our sole discretion for us or you to modify or discontinue use of the Marks or use one or more additional or substitute trade or service marks, you must comply with our directions to modify or discontinue the use of the Marks within the time frame specified by us. We may add to, delete, or modify our Marks. You must accept, use, or cease using, as may be applicable, the Marks, including modified or additional Marks in accordance with our prescribed procedures, policies, rules, and regulations whether contained in the Manuals, in the Franchise Agreement, or otherwise. You will not be compensated as a result of any discontinuation or modification of the Marks.

ITEM 14.

PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

Patents

We do not own any patents that are material to the franchise. Our managing member Joe Martino, through our affiliate, Federal Roll-Off Services Inc., has a patent application pending with the U.S. Patent and Trademark Office for the DumpStor Pro combo container. Through the License Agreement we have the right to franchise, sublicense, and use the patent pending containers.

Copyrights

We claim copyright protection for certain materials (the “Works”), which may include, but are not limited to, the Manual, our websites, software, mobile apps, advertisements, artwork, promotional materials, signs, and vehicle graphics. We have not registered the copyrights in any of the Works, but we may do so at any time. We will maintain common law copyright and/or copyright registrations for these works as published works. You can use the Works only for the purpose of establishing and operating your Business.

Proprietary Information

You must operate your Business in accordance with our standards, specifications, policies, and procedures as set forth in the Manual or otherwise communicated to you. You must treat the information contained in the Manual and any other manuals or supplemental material supplied by us as confidential. The Manual is our property, and you may not duplicate, copy, disclose, or disseminate the contents of the Manuals at any time, without our prior written consent. We have the right to modify or supplement the Manuals upon notice or delivery to you. You must keep the Manuals current at all times and upon the termination or non-renewal of your franchise return all copies of the Manual and any supplemental manuals to us.

You may not divulge or use any confidential information concerning our methods or procedures during or after the term of the Franchise Agreement. Information made available to you may not be divulged to any person other than your employees or financial advisors who reasonably need access to such information for purposes of fulfilling their employment or contractual responsibilities to you. All employees to whom the information, or any of it, is made available shall be informed of this obligation of confidentiality.

Anyone (shareholders, members, employees, officers, directors, etc.) who are provided access to the Manual, or any other confidential information must sign a written agreement (on our standard form) (the “Confidentiality Agreement”) imposing an obligation of confidentiality regarding the Manual or other confidential information.

All data that you collect from customers and potential customers in connection with the Business during the term of the Franchise Agreement (“Customer Data”) is our proprietary information and property and you must provide the Customer Data to us at any time that we request. We reserve the right to require that you provide us with remote access to your computer systems and all data related to the Business stored therein, in a manner that meets our System standards and specifications. You have the right to use Customer Data while the Franchise Agreement or a renewal franchise agreement is in effect, but only in connection with operating the Business and only in accordance with the policies that we establish from time to time. You may not sell, transfer, or use Customer Data for any purpose other than operating and marketing the Business. If you transfer the Business, you cannot transfer the Customer Data to the buyer. At the expiration or termination of the Franchise Agreement for any reason, you will promptly turn over to us the Customer Data and make no further use of it for any purpose. Since your business relationship with customers is attributable solely to the Marks and the goodwill associated with the Marks, all such business relationships with all customers will revert to us and become our sole and exclusive property upon termination or expiration of the Franchise Agreement.

You may not introduce any “Improvement” (defined as any change, idea, innovation, concept (including any advertising slogan or idea), product, process, or improvement that may enhance or improve the System) into the Business without our prior written consent. Any Improvement developed by you, or any owner, employee, or agent is deemed to be our property. At our request, you must provide us with information about the Improvement and sign any documents necessary to verify assignment of the Improvement to us, without compensation. We will have the right to use, disclose, and/or license the Improvement for use by others.

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

Unless we approve your employment of management personnel to operate the Business, you must actively participate in the actual operation of the Business and devote as much of your time as is reasonably necessary for its efficient operation. We recommend that you actively participate in the operation and supervision of the Business. You (if you are an individual) and/or your approved management must attend

our training programs. Refer to Item 11 for details. You or your management must complete our initial training program to our sole, subjective satisfaction. We do not require your management to have an equity interest in the Business.

We may require every general partner and limited partner, if you are a partnership or limited partnership; or every member, if you are a limited liability company, or every stockholder or other holder of equity interest, if you are a corporation (collectively, “Owners”), to personally guarantee your obligations under the Franchise Agreement and also agree to be personally bound by, and jointly and severally liable for the breach of, any provision of the Franchise Agreement.

All of your owners, management personnel and employees who are provided access to the Manual or other confidential information must sign a Confidentiality Agreement.

ITEM 16.

RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You are required to offer and sell all products and services that we designate as required items for Businesses. You may also offer for sale any optional products and services that we have approved for sale in the Business. You are prohibited from offering any unapproved products or services without our prior written consent, and you must discontinue selling or offering for sale any products or services that we disapprove at any time.

We have the right to add products or services that you must offer. There are no limits on our right to do so. We will have the right to determine if services offered are appropriate for your Business.

You may not offer products or services through any channel other than those we have expressly approved. If you request approval of any other distribution channel or type of outlet, we will consider the factors we deem appropriate, which may include the period of time you have been operating the Business, your sales volume, whether you have met quality standards and other benchmarks, and other standards that we may determine. You do not receive the right to sell products to any vendor who would in turn sell to consumers.

In the marketing and operation of the Business, you must use only the customer contracts, waivers, and/or other forms we designate from time to time. We may provide templates or sample forms of such items, but it is your responsibility to have all items which are to be used with prospective and/or actual customers reviewed by an attorney licensed to practice law in the state(s) where the Business is operated, for compliance with all applicable state and local legal requirements. We do not represent that any contracts, waivers, and/or other forms and/or materials we supply are in compliance with the laws of any particular state(s) or locality.

You must provide services for any Key Accounts with locations in your Territory (see Item 12). If you refuse to perform the required services, or if we determine that your Business is not qualified, interested, able or available to perform the services, you are required to allow us or another franchisee to service the Key Account.

You may not perform services or sell products related to the Business outside of your Territory without our prior written consent, which we may give and withdraw as we deem appropriate. We may condition approval on, among other things, you obtaining a separate phone number or other requirements. You may not solicit or advertise to customers outside of the Territory without our permission. “Solicit” includes, but is not limited to, solicitation in person, by telephone, by mail, through the internet, social media, email, or other electronic means, and by distribution of brochures, business cards or other materials or any other advertising. Please see Item 12 for further details.

You may be required to participate in programs relating to gift cards, gift certificates, stored value cards, online or mobile coupons or credits, online or mobile ordering systems, and other electronic money programs we prescribe for Businesses. Participation includes both issuing program benefits or credits and accepting them for payment by customers and may require you to purchase additional equipment. We will have the right to coordinate the crediting and debiting of funds among Businesses based on customer purchases and redemption of stored value. You are also required to participate in any customer loyalty programs we prescribe. You may not offer your own gift card, electronic money, or loyalty program for the Business without our prior written approval.

ITEM 17. RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

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

A. Franchise Agreement

Provision	Section (§) in Franchise Agreement	Summary
a. Length of the franchise term	§3.1	The term is 10 years from the date we execute the Franchise Agreement.
b. Renewal or extension of the term	§3.2	If Franchisee is not in default under this Agreement, and if Franchisee has the right to continue to occupy the Site, Franchisee may renew this Agreement (a “Renewal”) for two (2) additional terms of five (5) years each (each a “Renewal Term”).
c. Requirements for you to renew or extend ¹	§3.2	Franchisee shall exercise its option to renew, which shall mean enter a subsequent franchise agreement, the Initial Term of this Agreement for a Renewal Term by providing written notice thereof to Franchisor not less than six (6) and not more than twelve (12) months prior to the expiration of the Initial Term or the then current Renewal Term; otherwise, the renewal option shall expire automatically (the Initial Term and each Renewal Term is referred to herein as the “Term”). At least thirty (30) days prior to the start of a Renewal Term, Franchisee shall pay to Franchisor a renewal fee in an amount equal to ten thousand dollars (\$10,000). Each Renewal will be in accordance with Franchisor’s then current terms and conditions for granting renewal franchises, which may include: (i) execution of then current franchise agreement which may include materially different terms and conditions from your original franchise agreement; (ii) execution of a general release, in a form satisfactory to Franchisor, of any and all claims against Franchisor, its parent, subsidiaries or affiliates (if applicable) and their officers, directors, attorneys, shareholders and employees; and (iii) a requirement that Franchisee upgrade or refurbish Equipment to conform to Franchisor’s then current standards. To note: When renewing, you may be asked to sign a

Provision	Section (§) in Franchise Agreement	Summary
		contract with materially different terms and conditions than your original contract.
d. Termination by you	Not Applicable	Subject to applicable state law.
e. Termination by us without cause	Not Applicable	Not Applicable
f. Termination by us with cause	§13	As defined in (g.) and (h.) below. In addition, your default under any other agreement that you or an affiliate has with us, or our affiliates, will constitute a default subject to any applicable provisions for notice and cure set forth in the other agreement.
g. “Cause” defined – curable defaults	§13.1.2	<p>If Franchisee fails to pay any financial obligation pursuant to this Agreement (a) within five (5) days of the date on which Franchisor gives notice of such delinquency, (b) immediately upon written notice if such payment has not been made within sixty (60) days after the date on which it is required to be paid, or (c) immediately upon written notice if Franchisee is determined to have under- reported its Gross Revenue during any month by two percent (2%) or more of the actual Gross Revenue during such month on two (2) or more occasions during the Term of this Agreement, whether or not Franchisee subsequently rectifies such deficiency;</p> <p>If Franchisee fails, for a period of fifteen (15) days after notification of non-compliance by an appropriate authority to comply with any law or regulation applicable to the operation of the Business;</p> <p>If Franchisee fails to perform or breaches any covenant, obligation, term, condition, warranty, or certification herein or fails to operate the Business as specified by Franchisor in the Manual, fails to pay promptly any undisputed invoices from Franchisor or suppliers, and fails to cure such non- compliance or deficiency within thirty (30) days (or such longer term as granted by Franchisor) after Franchisor’s written notice thereof;</p> <p>If Franchisee abandons or ceases to operate all or any part of the Business conducted under this Agreement for seventy-two (72) hours or longer (except as otherwise provided herein) or defaults under any mortgage, deed of trust or lease with Franchisor or any third party covering the Business or the Site, fails to cure such abandonment or default and Franchisor or such third party treats such act or omission as a default, and Franchisee fails to cure such default to the satisfaction of Franchisor or such third party within any applicable cure period granted Franchisee by Franchisor or such third party.</p>

Provision	Section (§) in Franchise Agreement	Summary
h. “Cause” defined – non-curable defaults	§13.1.1	<p>Automatically, without notice or action required by Franchisor, if Franchisee becomes insolvent or makes a general assignment for the benefit of creditors, or, unless otherwise prohibited by law, if a petition in bankruptcy is filed by Franchisee, or such a petition is filed against and consented to by Franchisee or not dismissed within thirty (30) days, or if a bill in equity or other proceeding for the appointment of a receiver of Franchisee or other custodian for Franchisee’s business or assets is filed and consented to by Franchisee, or if a receiver or other custodian (permanent or temporary) of Franchisee’s assets or property, or any part thereof, is appointed; or if a final judgment in excess of Five Thousand Dollars (\$5,000) against Franchisee relating to the Business remains unsatisfied or of record for sixty (60) days or longer (unless a bond is filed or other steps are taken to effectively stay enforcement of such judgment in the relevant jurisdiction);</p> <p>If Franchisee fails to commence operation of the Business as required by Article 8;</p> <p>If Franchisee makes, or has made, any materially false statement or report to Franchisor in connection with this Agreement or application therefore;</p> <p>If there is any violation of any transfer and assignment provision contained in Article 13 of this Agreement;</p> <p>If Franchisee receives from Franchisor three (3) or more notices to cure the same or similar defaults or violations of this Agreement during any twelve (12) month period;</p> <p>If Franchisee or its Designated Owner or Designated Representative fails to complete to Franchisor’s reasonable satisfaction any of the training required pursuant to Section 8.4 of this Agreement;</p> <p>If Franchisee violates any covenant of confidentiality or non- disclosure contained in Article 9 of this Agreement or otherwise discloses, uses, permits the use of, copies, duplicates, records, transmits or otherwise reproduces any manuals, materials, goods, or information created or used by Franchisor and designated for confidential use within the System without Franchisor’s prior approval;</p> <p>If Franchisee or any person controlling, controlled by or under common control with Franchisee, or any principal officer or employee of Franchisee or any such person, owning an interest in the Business is convicted of a felony, or any other crime or offense that is reasonably likely, in the sole opinion of Franchisor, to affect adversely the System, the Marks, or the goodwill associated therewith;</p> <p>If Franchisee or any guarantor(s) hereof default on any other agreement with Franchisor, or any affiliate or</p>

Provision	Section (§) in Franchise Agreement	Summary
		<p>parent corporation of Franchisor, and such default is not cured in accordance with the terms of such other agreement;</p> <p>If Franchisee fails to perform or breaches any covenant, obligation, term, condition, warranty, or certification in this Agreement related to the Marks, including misuse of the Marks.</p>
i. Your obligations on termination/ non-renewal	§14.1	<p>Cease operating the Business under the System. Franchisee shall not thereafter, directly, or indirectly, represent to the public that the former franchised business is operated or in any way connected with Franchisor or the System or hold itself out as a present franchisee of Franchisor;</p> <p>Pay all sums owing to Franchisor, including those invoiced to Franchisee after this Agreement expires or is terminated. Upon termination of this Agreement pursuant to any default by Franchisee, such sums shall include, but not be limited to, actual and consequential damages, costs, and expenses (including reasonable attorneys' fees) incurred by Franchisor as a result of the termination.</p> <p>Return to Franchisor the Manual and all trade secret and other confidential materials, equipment and other property owned by Franchisor, and all copies thereof. Franchisee shall retain no copy or record of any of the foregoing; provided Franchisee may retain its copy of this Agreement, any correspondence between the parties, and any other document which Franchisee reasonably needs for compliance with any applicable provision of law;</p> <p>Take such action as may be required by Franchisor to transfer and assign to Franchisor or its designee or to disconnect and forward all telephone numbers, e-mail, internet and other electronic references and advertisements, and all trade and similar name registrations and business licenses, and to cancel any interest which Franchisee may have in the same; and</p> <p>Cease to use any methods, procedures or techniques associated with the System; cease to use the Marks and indicia of operation associated with the System, and any marks confusingly similar thereto, and remove all trade dress, physical characteristics, color combinations and other indications of operation under the System. Without limiting the generality of the foregoing, Franchisee agrees that in the event of any termination or expiration of this Agreement, it will de-identify so as to make it not confusingly similar to Franchisor's standardized and recognizable indicia or colors. If Franchisee fails to make such alterations within fifteen (15) days after termination or expiration of this Agreement, Franchisee agrees that Franchisor or its</p>

Provision	Section (§) in Franchise Agreement	Summary
		designated agents may enter upon the Site at any time to make such alterations, at Franchisee's sole risk and expense, without liability for trespass.
j. Assignment of contract by us	§12.1	This Agreement and all rights and duties hereunder may be freely assigned or transferred by Franchisor, in whole or in part, without Franchisee's consent, in its sole discretion, but only to a person or legal entity that agrees to assume Franchisor's obligations hereunder, and shall be binding upon and inure to the benefit of Franchisor's successors and assigns including, without limitation, any entity which acquires all or a portion of the equity of Franchisor or any entity resulting from or participating in a merger, consolidation or reorganization in which Franchisor is involved, and to which Franchisor's rights and duties hereunder (in whole or in part), are assigned or transferred.
k. "Transfer" by you – defined	§12.2	Directly or indirectly sell, assign, transfer, convey, give away, pledge, mortgage or otherwise encumber any interest; (i) in this Agreement or any portion or aspect thereof, (ii) the Business, or (iii) any equity or voting interest in Franchisee that equals or exceeds twenty percent (20%) of the total equity or voting interests in Franchisee on a fully diluted basis, nor permit the Business to be operated, managed, directed or controlled, directly or indirectly, by any person other than Franchisee
l. Our approval of transfer by you	§12.2	Transfers require (i) our prior written consent, which will not be unreasonably withheld, and (ii) the satisfaction of certain conditions.
m. Conditions for our approval of transfer	§12.3	<p>The proposed transferee is a person or entity that meets the Franchisor's standards of qualification then applicable with respect to all new applicants for similar Franchisees;</p> <p>The proposed Transfer is on commercially reasonable terms;</p> <p>As of the effective date of the proposed Transfer, all obligations of Franchisee hereunder and under any other agreements between Franchisee and Franchisor are fully satisfied;</p> <p>As of the effective date of the proposed Transfer, all obligations of the proposed transferee to the Franchisor under all other agreements of any kind between the proposed transferee and Franchisor are fully satisfied; and</p> <p>As of the effective date of the proposed Transfer, Franchisor shall have forwarded to Franchisee its approval, granted in its reasonable business judgment, of the proposed Transfer to the proposed transferee, in accordance with the following provisions of this Article 13.</p>

Provision	Section (§) in Franchise Agreement	Summary
n. Our right of first refusal to acquire your business	§12.5.2	We can match any offer for your business.
o. Our option to purchase your business	§7.2.3 & §12	Upon expiration or termination of the Franchise Agreement, we may purchase your business.
p. Your death or disability	§12.6	Same requirements as for transfer in (m.) above
q. Non-competition covenants during the term of the franchise	§11.1	Franchisee agrees: To use its best efforts in operating the Business and in recommending, promoting, and encouraging patronage of all DumpStor businesses; Not to engage, directly or indirectly, as an owner, operator, or in any managerial capacity in any Competing Business (as defined below) at or within a twenty-five- (25-) mile radius of the Site or the protected territory of any other System franchisees in operation. “Competing Business” means any business that offers (or grants franchises or licenses to others to operate a business that offers) dumpster rental, job-site storage rental products and services, and dumpster bag services to customers that are the same as or similar to those provided by System franchises, or in which Franchisor’s confidential information, trade secrets, methods of operation or any proprietary components could be used to the disadvantage of Franchisor or its other franchisees
r. Non-competition covenants after the franchise is terminated or expires	§11.2	For a period of two (2) years after such termination, expiration, non-renewal, transfer, or assignment, not to engage, directly or indirectly, as an owner, operator, or in any managerial capacity, in any Competing Business at or within a twenty-five (25)-mile radius of the Site or the protected territory of any other System franchisees in operation at the time of such termination, expiration, non-renewal, transfer, or assignment.
s. Modification of the agreement	§18	The Manual is subject to change. Modifications become effective upon delivery of written notice to you unless the notice specifies a longer period. No modification unless by mutual written agreement.
t. Integration/merger clause	§24.1.1	All agreements between the parties are in the Franchise Agreement and its exhibits. 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.
u. Dispute resolution by arbitration	§21.2	Mandatory mediation and arbitration in Northern Virginia. We may seek injunctive relief without submitting to mandatory mediation or arbitration. Subject to applicable state law.

Provision	Section (§) in Franchise Agreement	Summary
v. Choice of forum	§21.2	Except for certain claims, all disputes must be arbitrated in Northern Virginia. Subject to applicable state law.
w. Choice of law	§21.1	Virginia law applies. Subject to applicable state law.

Applicable state law may require additional disclosures related to the information in this Disclosure Document. These additional disclosures appear in the Exhibit J: State Specific Addenda and Riders.

The provision in the Franchise Agreement, which provides for termination upon your bankruptcy, may not be enforceable under federal bankruptcy law (11 U.S.C., et seq.).

ITEM 18. PUBLIC FIGURES

We do not use any public figure to promote the Franchised Business but may do so in the future.

ITEM 19. FINANCIAL PERFORMANCE REPRESENTATIONS

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

In the Item 19 Tables below, we disclose a comprehensive overview of the historical performance results generated by our Affiliate-Owned Outlet and four (4) franchised outlets (“Disclosed Outlets”) that operated for the entire Measurement Period which runs from January 1, 2023 to December 31, 2023 (“FY 2023”). During the Measurement Period we had five (5) outlets we did not disclose including a franchised outlet which was transferred to the Affiliate-Owned Outlet, because they either operated for less than the entire Measurement Period or did not operate in a similar manner to the franchises we offer in this Disclosure Document. To the extent that the information provided in the tables below differs from Affiliate-Owned Outlets and operational franchise outlets, please find a detailed explanation in the footnotes following the tables.

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

[Remainder of page intentionally left blank. Item 19 continues next page.]

TABLE 1

This Table 1 shows the Disclosed Outlets' Average Gross Sales over the Measurement Period.

Disclosed Outlet Gross Sales	
	FY2023
High	\$1,542,172
Low	\$308,941
Average	\$630,816
Median	\$386,710

TABLE 2

This Table 2 shows the Disclosed Outlets' Average Dump Fees as a Percentage of Gross Sales over the Measurement Period.

Disclosed Outlet Dump Fees As A Percentage of Gross Sales	
	FY2023
High	27.8%
Low	16.3%
Average	21.1%
Median	17.7%

TABLE 3

This Table 3 shows the average DumpStor equipment used by our Disclosed Outlets used in operation during the Measurement Period.

Average Equipment Used	
	FY 2023
Trucks	2 ⁴
Dumpsters	37.4 ⁵

[Remainder of page intentionally left blank. Item 19 continues next page.]

TABLE 4

Table 4 shows our Disclosed Outlets' average rentals per month, average weight collected for each dumpster, and the average revenue for each dumpster per rental for the DumpStor products used in operating the business.

Rentals and Weight Metrics	
	FY 2023
Average Per Dumpster Rentals Per Month⁶	2.6
Average Weight Per Dumpster⁷	1.94 tons
Average Revenue Per Dumpster Per Rental⁸	\$533

Notes:

General. The Affiliate-Owned Outlet operates in a similar manner to a Franchised Business but has additional product offerings that we do not offer. For this Item 19, we have limited the financial disclosures to the products offered at the Affiliate-Owned Outlet that are the same as products you will offer at your Business. We have not included the portion of the Affiliate-Owned Outlet's business operating as DumpStor of Nashville because it does not operate similarly to the Franchised Businesses we offer in this Disclosure Document.

1. Gross Sales means total revenue derived from the sale of goods or services less sales tax, discounts, allowances, and returns.
2. Dump Fees means the cost to dump the waste collected. Dump Fees range from \$32 per ton to \$105 per ton. The actual cost of Dump Fees is subject to the pricing at local dump facilities.
3. Percentage calculated using the average tonnage of jobs completed using DumpStor-like products and multiplied by an average of approximately \$63/ton.
4. This number represents the average utilization of the Disclosed Outlets' trucks that was attributable to the DumpStor products. The Affiliate-Owned Outlet also offers certain product lines that a Franchised Business will not offer. Therefore, amounts attributable to these additional product lines have been excluded from the calculations in this Item 19.
5. This number is a blended monthly average of the DumpStor products offered during the Measurement Period.
6. Average Per Dumpster Rentals Per Month is calculated as the average number of times our dumpsters were rented each month. This includes only our Disclosed Outlets that were open the entire Measurement Period and did not add additional dumpsters for a 90-day period.
7. Average Weight per Dumpster is measured as the average weight each dumpster weighs when picked up at the end of a rental.
8. Average Revenue Per Dumpster Per Rental is calculated as Gross Sales divided by Rentals Completed. Rentals Completed equals the sum of the number of dumpsters multiplied by the average rentals

per month multiplied by 12. The average revenue per rental includes fees charged to customers, like daily rentals (as opposed to the standard 10-day), overweight fees, attempt fees, and additional dump fees.

Notes Regarding the Affiliate-Owned Outlet and Item 19 Generally:

1. Upon your reasonable request, we will provide written substantiation for this financial performance representation.
2. This Item 19 does not reflect certain pre-opening costs and expenses over the Measuring Period that you are likely to incur in connection with development of a new Business. See Item 7 for details about pre-opening costs for your Business.
3. You should consult other sources for financial information including your financial, business, and legal advisors in connection with the information provided and our franchisees listed in Exhibit C to this Franchise Disclosure Document to obtain additional information necessary for you to develop estimates of the sales, costs, expenses, earnings, and profits.

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

Other than the preceding financial performance representation, we do not make any 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 business, however, we may provide you with the actual records of that business. 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 Joe Martino, 42255 Mercure Circle, #120, Sterling, Virginia 20166, the Federal Trade Commission, and the appropriate state regulatory agencies.

**ITEM 20.
OUTLETS AND FRANCHISEE INFORMATION**

**TABLE NO. 1
SYSTEMWIDE OUTLET SUMMARY
FOR YEARS 2021 TO 2023**

OUTLET TYPE	YEAR	OUTLETS AT THE START OF THE YEAR	OUTLETS AT THE END OF THE YEAR	NET CHANGE
Franchised	2021	0	0	0
	2022	0	5	+5
	2023	5	9	+4
Affiliate-Owned	2021	1	1	0
	2022	1	1	0
	2023	1	2	+1
Total	2021	1	1	0
	2022	1	6	+5
	2023	6	11	+5

TABLE NO. 2
TRANSFER OF OUTLETS FROM FRANCHISEES TO NEW OWNERS
(OTHER THAN THE FRANCHISOR)
FOR YEARS 2021 TO 2023

STATE	YEAR	NUMBER OF TRANSFERS
Total	2021	0
	2022	0
	2023	0

TABLE NO. 3
STATUS OF FRANCHISED OUTLETS
FOR YEARS 2021 TO 2023

STATE	YEAR	OUTLETS AT START OF YEAR	OUTLETS OPENED	TERMIN- ATIONS	NON- RENEWALS	REACQUIRED BY FRANCHISOR	CEASED OPERATIONS- OTHER REASONS	OUTLETS AT END OF YEAR
CO	2021	0	0	0	0	0	0	0
	2022	0	1	0	0	0	0	1
	2023	1	0	0	0	0	0	1
FL	2021	0	0	0	0	0	0	0
	2022	0	1	0	0	0	0	1
	2023	1	0	0	0	0	0	1
MD	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	1	0	0	0	0	1
TN	2021	0	0	0	0	0	0	0
	2022	0	2	0	0	0	0	2
	2023	2	3	0	0	1	0	4
TX	2021	0	0	0	0	0	0	0
	2022	0	1	0	0	0	0	1
	2023	1	1	0	0	0	0	2
Total	2021	0	0	0	0	0	0	0
	2022	0	5	0	0	0	0	5
	2023	5	5	0	0	1	0	9

[Remainder of page intentionally left blank. Item 20 continues next page.]

TABLE NO.4
STATUS OF AFFILIATE-OWNED OUTLETS
FOR YEARS 2021 TO 2023

STATE	YEAR	OUTLETS AT START OF YEAR	OUTLETS OPENED	OUTLETS REACQUIRED FROM FRANCHISEES	OUTLETS CLOSED	OUTLETS SOLD TO FRANCHISEES	OUTLETS AT END OF THE YEAR
VA	2021	1	0	0	0	0	1
	2022	1	0	0	0	0	1
	2023	1	0	0	0	0	1
TN	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
	2023	0	0	1	0	0	1
Total	2021	1	0	0	0	0	1
	2022	1	0	0	0	0	1
	2023	1	0	1	0	0	2

TABLE NO. 5
PROJECTED OPENINGS AS OF THE ISSUANCE DATE

STATE	FRANCHISE AGREEMENTS SIGNED BUT OUTLET NOT OPENED	PROJECTED NEW FRANCHISED OUTLETS IN NEXT FISCAL YEAR	PROJECTED NEW COMPANY OWNED OUTLETS IN NEXT FISCAL YEAR
CO	1	0	0
FL	0	1	0
ID	1	0	0
MD	0	2	0
UT	1	0	0
TX	2	0	0
VA	0	3	0
TOTAL	5	6	0

Our fiscal year ends on December 31 of each year. We have presented all of the foregoing numbers as of December 31, 2023.

Exhibit C lists the names of all current and former franchisees and the addresses and telephone numbers of their outlets as of December 31, 2023.

There are no franchisees who had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during our most recently completed fiscal year or who has not communicated with us within 10 weeks of the issuance date of this Disclosure Document. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experience with the franchise System. You may wish to speak with current and former franchisees but be aware that not all such franchisees will be able to communicate with you. There are currently no franchisees who have signed a confidentiality agreement during the last three years.

There are no independent franchisee organizations associated with the franchise System.

**ITEM 21.
FINANCIAL STATEMENTS**

Attached as Exhibit A to this Disclosure Document are our audited financial statements as of December 31, 2023, December 31, 2022, and December 31, 2021. These statements have been compiled by an independent certified public accountant in accordance with generally accepted accounting principles for inclusion in this Disclosure Document. Our fiscal year ends on December 31.

**ITEM 22.
CONTRACTS**

The following agreements are attached as exhibits to this Disclosure Document:

Document/Contract	Location in FDD
Franchise Agreement (FA) and Attachments	Exhibit E
Personal Guaranty	Attachment B to the FA
Franchisee Compliance Questionnaire	Attachment C to the FA
Form of General Release	Exhibit F
Form of Nondisclosure and Noncompete	Exhibit G
EFT Authorization Form	Exhibit H
Form Lease Rider	Exhibit I
State-Required Addenda and Riders	Exhibit J

**ITEM 23.
RECEIPTS**

Attached as the last two pages of this Disclosure Document are duplicate Receipts to be signed by you. Keep one for your records and return the other one to us at: DumpStor Franchising, LLC, 42255 Mercure Circle, #120, Sterling, Virginia 20166.

EXHIBIT A
FINANCIAL STATEMENTS



DumpStor Franchising, LLC

Audited Financial Statements

For the Year Ended
December 31, 2023

Prepared by:



CPA Firm

Audit, Tax, Accounting, Consulting, Systems Design, Implementation, and Training

814 W. Diamond Avenue
Suite 150
Gaithersburg, MD 20878
(301) 200-8137
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Table of Contents

Independent Auditor's Report.....	Page 1 – 2
Audited Financial Statements	
Balance Sheets.....	Page 3
Statements of Operations.....	Page 4
Statements of Changes in Members' Equity.....	Page 5
Statements of Cash Flows.....	Page 6
Notes to the Audited Financial Statements.....	Page 7 – 10

Independent Auditor's Report

To the Board of Directors
DumpStor Franchising, LLC
Manassas, Virginia

Opinion

We have audited the accompanying financial statements of DumpStor Franchising, LLC (a Virginia limited liability company), which comprise the balance sheets as of December 31, 2023, 2022 and 2021, and the related statements of operations, changes in members' equity, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of DumpStor Franchising, LLC as of December 31, 2023, 2022, and 2021, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. 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 DumpStor Franchising and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. 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 DumpStor Franchising's ability to continue as a going concern within one year after the date that the financial statements are available to be 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 generally accepted auditing standards 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, including omissions, are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, 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 in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the DumpStor Franchising 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 DumpStor Franchising'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.

DMG Consulting, Inc.

DMG Consulting, Inc.
Gaithersburg, Maryland
February 7, 2024
www.dmgconsultinginc.com

DumpStor Franchising, LLC
Audited Financial Statements

For the Year Ended
December 31, 2023

Balance Sheets

As of December 31, 2023 (Audited)

	2023 (Audited)	2022 (Audited)	2021 (Audited)
<u>Assets</u>			
Current Assets			
Cash	\$ 108,502	\$ 84,248	\$ 41,971
Accounts Receivable, Net	-	927	-
Total Current Assets	108,502	85,175	41,971
Property and Equipment			
Equipment	26,356	15,482	-
Less: Accumulated Depreciation	(7,746)	(3,096)	-
Total Property and Equipment, Net	18,610	12,386	-
Total Assets	\$ 127,112	\$ 97,561	\$ 41,971
<u>Liabilities and Members' Equity</u>			
Current Liabilities			
Customer Deposits	-	25,000	-
Credit Cards Payable	6,028	11,627	-
Total Current liabilities	6,028	36,627	-
Total Liabilities	6,028	36,627	-
Members' Equity			
Members' Investment Accounts	42,100	46,780	75,100
Members' Distribution Accounts	(100,966)	(11,680)	-
Retained Earnings	25,834	(33,129)	-
Net Income	154,116	58,963	(33,129)
Total Members' Equity	121,084	60,934	41,971
Total Liabilities and Members' Equity	\$ 127,112	\$ 97,561	\$ 41,971

See the Notes to the Financial Statements

DumpStor Franchising, LLC
Audited Financial Statements

For the Year Ended
December 31, 2023

Statements of Operations
For the Year Ended 2023 (Audited)

	2023	% of	2022	% of	2021	% of
	(Audited)	Revenue	(Audited)	Revenue	(Audited)	Revenue
Revenue						
Sales	\$ 1,549,164	100.0%	\$ 674,477	100.0%	\$ -	0.0%
Total Revenue	1,549,164	100.0%	674,477	100.0%	-	0.0%
Expenses						
Selling, General and Administrative	1,395,048	90.1%	615,513	91.3%	33,129	0.0%
Total Expenses	1,395,048	90.1%	615,513	91.3%	33,129	0.0%
Operating Income	154,116	9.9%	58,964	8.7%	(33,129)	0.0%
Non-Operating Income & Expenses						
Interest Income	-	0.0%	-	0.0%	-	0.0%
Interest Expense	-	0.0%	-	0.0%	-	0.0%
Total Non-Operating Income & Expenses	-	0.0%	-	0.0%	-	0.0%
Net Income	\$ 154,116	9.9%	\$ 58,964	8.7%	\$ (33,129)	0.0%

See the Notes to the Financial Statements

DumpStor Franchising, LLC
Audited Financial Statements

For the Year Ended
December 31, 2023

Statements of Changes in Members' Equity

For the Year Ended 2023 (Audited)

	Members' Investment	Members' Distributions	Retained Earnings	Total Members' Equity
Balance January 1, 2021	\$ -	\$ -	\$ -	\$ -
Members' Investment	75,100	-	-	75,100
Members' Distributions	-	-	-	-
Net Income (Loss)	-	-	(33,129)	(33,129)
Balance, December 31, 2021	\$ 75,100	\$ -	\$ (33,129)	\$ 41,971
Members' Investment	(28,320)	-	-	(28,320)
Members' Distributions	-	(11,680)	-	(11,680)
Net Income (Loss)	-	-	58,963	58,963
Balance, December 31, 2022	\$ 46,780	\$ (11,680)	\$ 25,834	\$ 60,934
Members' Investment	(4,680)	-	-	(4,680)
Members' Distributions	-	(89,286)	-	(89,286)
Net Income (Loss)	-	-	154,116	154,116
Balance, December 31, 2023	\$ 42,100	\$ (100,966)	\$ 179,950	\$ 121,084

See the Notes to the Financial Statements

DumpStor Franchising, LLC
Audited Financial Statements

For the Year Ended
December 31, 2023

Statements of Cash Flows
For the Year Ended 2023 (Audited)

	2023 (Audited)	2022 (Audited)	2021 (Audited)
CASH FLOW FROM OPERATING ACTIVITIES			
Net Income	\$ 154,116	\$ 58,964	\$ (33,129)
Adjustments to Reconcile Net Income to Net Cash Used by Operating Activities			
Depreciation Expense	4,650	3,096	-
(Increase) Decrease in Assets			
Accounts Receivable, Net	928	(928)	-
(Decrease) increase in liabilities			
Customer Deposits	(25,000)	25,000	-
Credit Cards Payable	(5,600)	11,627	-
NET CASH PROVIDED BY OPERATING ACTIVITIES	129,094	97,759	(33,129)
CASH FLOW FROM INVESTING ACTIVITIES			
Purchase of Property and Equipment	(10,874)	(15,482)	-
NET CASH PROVIDED BY INVESTING ACTIVITIES	(10,874)	(15,482)	-
CASH FLOWS FROM FINANCING ACTIVITIES			
Proceeds From Members' Investment	-	-	75,100
Payments of Members' Investments	(4,680)	(28,320)	-
Payments to Members' Distributions	(89,286)	(11,680)	-
NET CASH PROVIDED BY FINANCING ACTIVITIES	(93,966)	(40,000)	75,100
NET INCREASE (DECREASE) IN CASH	24,254	42,277	41,971
CASH AT BEGINNING OF THE YEAR	84,248	41,971	-
CASH AT THE END OF THE YEAR	\$ 108,502	\$ 84,248	\$ 41,971
SUPPLEMENTAL DISCLOSURES OF CASH FLOW			
Cash paid during the year for:			
Interest	\$ -	\$ -	\$ -
Income taxes	\$ -	\$ -	\$ -
SUPPLEMENTAL DISCLOSURES OF NONCASH INVESTING FINANCING ACTIVITIES:			
Property and equipment acquired	\$ 10,874	\$ 15,482	\$ -
Debt assumed	-	-	-
Cash paid to acquire property and equipment	\$ 10,874	\$ 15,482	\$ -

See the Notes to the Financial Statements

Notes to the Financial Statements

Note 1: Organization

Nature of Operations

DumpStor Franchising, LLC (the Company) was formed in the State of Virginia on August 31, 2021. The Company is the franchising division of the DumpStor rental company. The DumpStor rental company provides job site dumpster rental solutions for large and small projects using their patent pending dumpster lineup. DumpStor Franchising was formed to offer franchising opportunities for its DumpStor brand.

Note 2: Significant Accounting Policies

Use of Estimates in Financial Statements

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities. Estimates also affect the reported amounts of revenues and expenses during the reporting period. Actual results could differ from these estimates.

Cash and Cash Equivalents

The Company considers all liquid investments with a maturity of three months or less at the date of acquisition to be cash equivalents. As of December 31, 2023, the Company held all cash in a bank account and did not hold any cash equivalents.

The Company places all cash in a bank account with a financial institution. All accounts owned by a partnership at the same bank are added together and are insured by the Federal Deposit Insurance Corporation up to \$250,000. As of December 31, 2023, the total uninsured balance totaled \$0. Management does not consider this a significant risk.

Revenue Recognition and Basis of Accounting

On January 1, 2019, the Company adopted the principals of FASB ASC 606, which requires management to identify the contract, the performance obligation, the transaction price, the allocation of transaction price to performance obligation, and recognize revenue when the performance is satisfied.

The Company's revenue is derived from selling franchise rights to franchisees throughout the country. The Company receives an initial franchise fee and an initial technology fee. The Company then charges monthly royalty fees per dumpster, monthly brand fund fees per dumpster, and a monthly technology fee. The Company also charges for advertising and marketing services as needed. The Company is dependent on the strength of the construction, demolition, and site cleanup industries and its ability to sell franchise rights. The performance of a franchise rights sale is a single performance obligation that is satisfied at the time of sale. The service fees are a single performance obligation that is satisfied monthly.

Contract Receivables and Allowance for Doubtful Accounts

Contract receivables are stated at the amount management expects to collect from outstanding balances. At the end of a period management assesses the status of each open accounts receivable. Balances that are outstanding after reasonable collection efforts are determined to be doubtful. Management provides for doubtful amounts by increasing the bad-debt expense and increasing the allowance for doubtful accounts. If vigorous collection efforts fail, management may decide to directly write off receivables by decreasing accounts receivable and decreasing revenue. As of December 31, 2023, management believes none of the receivables are doubtful.

Property and Equipment

Property and equipment are stated at cost less accumulated depreciation. Depreciation is provided on a straight-line method over the estimated useful lives of the assets. Equipment is depreciated over 5 years and furniture is depreciated over 7 years. Depreciation expense for the year ending December 31, 2023, was \$4,650.

Impairment of Long-Lived Assets

The Company's long-lived assets are tested for impairment in accordance with FASB ASC 360-10. A long-lived asset held for sale is impaired when its carrying amount is not recoverable and exceeds the asset's fair value. An asset (or group) to be disposed of should be measured at the lesser of its carrying amount or fair value. A long-lived asset to be disposed of in a manner other than by sale should be classified as held for sale until the disposition takes place. The carrying amount is deemed unrecoverable if it is greater than the sum of undiscounted cash flows expected to result from use and eventual disposition of the asset. An impairment loss is equal to the excess of the carrying amount over the fair value of the asset (or group). Thus, once it is determined that carrying value will not be recovered an impairment loss must be recognized.

If an impairment loss is recognized, then the adjusted carrying amount of the asset becomes its new basis. As of December 31, 2023, the Company has not recognized impairment on any of its long-lived assets.

Income Taxes

For tax return purposes, the Company files its Federal and State income tax returns as a Partnership using the cash method. Under the cash method, revenue is recognized when received and expenses are recognized when the obligations are paid. The Company is treated as a Partnership and therefore does not pay Federal income taxes. The net taxable income or loss of the Company is passed through to the members of the partnership and is reported on the members' personal income tax returns. The Company may make distributions to members to pay income taxes on the shareholder level for their proportionate share of the Company's taxable income.

Uncertain Tax Provisions

For financial reporting purposes, the Company recognizes tax positions claimed or expected to be claimed based upon whether it is more likely than not that the tax position will be sustained upon examination. As of December 31, 2023, The Company has no uncertain tax positions that qualify for either recognition or disclosure.

Related Party Leasing Arrangement

The Company has adopted the accounting alternative offered to private companies in FASB ASC 810-10 for certain leasing arrangements with entities under common control. In accordance with this alternative, the Company does not evaluate entities that meet the requirements in the variable interest entity subsections of FASB ASC 810-10. Instead, the Company discloses the leasing arrangement as required by the accounting alternative. (See Note 4: Leasing Arrangement and Note 5: Related Party Transactions).

Advertising Costs

The Company has a policy of charging the costs of advertising to expense as incurred. Advertising expense for the year ending December 31, 2023, was \$55,488.

Subsequent Events

The Company has analyzed the events subsequent to December 31, 2023, through February 7, 2024, the date which the Company's financial statements were available to be issued and has determined that it has no significant subsequent events to disclose.

Note 3: Members' Investments

During September of 2021, the Company received investments from its members totaling \$75,100. The initial \$100 deposit from Member A was to open the bank account. All members signed the DumpStor Franchising operating agreement effective August 31, 2021. The membership investments received were as follows:

<u>Member</u>	<u>Investment</u>	<u>Percentage</u>
Member A	\$42,100	56%
Member B	\$16,500	22%
Member C	\$16,500	22%
Total	<u>\$75,100</u>	<u>100%</u>

During June of 2022, the Company completed the second amendment to the operating agreement redeeming 17% of the membership for member B and member C for a price of \$20,000 each. The agreement changed the ownership interest as follows:

<u>Member</u>	<u>Investment</u>	<u>Percentage</u>
Member A	\$42,100	90%
Member B	\$2,340	5%
Member C	\$2,340	5%
Total	<u>\$46,780</u>	<u>100%</u>

During 2023, the Company purchased the 5% membership from Member B and the 5% membership from Member C. Each member received their \$2,340 return of investment. The balance of the purchase price for each member was expensed as a guaranteed payment. DumpStor Holdings is now the 100% owner of the Company with an investment balance as of December 31, 2023, of \$42,100.

Note 4: Leasing Arrangement

The Company leases office space on a month-to-month lease arrangement with an entity owned by the majority member of the Company. The Company assesses whether an arrangement qualifies as a lease that conveys the right to control the use of an identified asset for a period of time in exchange for consideration at inception and only reassesses its determination if the terms and conditions of the arrangement are changed. Leases with a month-to-month arrangement or with an initial term of twelve months or less are not recorded on the balance sheet. Lease expense is recognized monthly for these leases on the accrual basis over the lease term.

Note 5: Related Party Transactions

On September 1, 2021, the Company signed a month-to-month lease with Martino Holdings, LLC for approximately 2,150 square feet of office space located at 9232 Mike Garcia Drive in Manassas, Virginia. Martino Holdings is owned by the majority member of DumpStor Franchising. The lease agreement waived rent for the first six months with monthly rent payments of \$2,950 beginning on March 1, 2022. Management believes that this lease is an arm's length, market-value agreement.

EXHIBIT B

LIST OF STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS

List of State Regulatory Administrators

We intend to register this disclosure document as a “franchise” in some or all of the following states, if required by the applicable state laws. If and when we pursue franchise registration (or otherwise comply with the franchise investment laws) in these states, the following are the state administrators responsible for the review, registration, and oversight of franchises in these states:

LIST OF STATE ADMINISTRATORS	
<u>CALIFORNIA</u> Department of Financial Protection and Innovation 320 West 4th Street, Suite 750 Los Angeles, California 90013-2344 (213) 576-7500 Toll Free (866) 275-2677	<u>CONNECTICUT</u> State of Connecticut Department of Banking Securities & Business Investments Division 260 Constitution Plaza Hartford, Connecticut 06103-1800 (860) 240-8230
<u>HAWAII</u> Commissioner of Securities of the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, Hawaii 96813 (808) 586-2722	<u>ILLINOIS</u> Franchise Bureau Office of the Attorney General 500 South Second Street Springfield, Illinois 62706 (217) 782-4465
<u>INDIANA</u> Indiana Secretary of State Franchise Section 302 Washington Street, Room E-111 Indianapolis, Indiana 46204 (317) 232-6681	<u>MARYLAND</u> Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, Maryland 21202-2021 (410) 576-6360
<u>MICHIGAN</u> Michigan Attorney General's Office Corporate Oversight Division, Franchise Section 525 W. Ottawa Street G. Mennen Williams Building, 1 st Floor Lansing, Michigan 48933 (517) 373-7117	<u>MINNESOTA</u> Minnesota Department of Commerce 85 7 th Place East, Suite 280 St. Paul, Minnesota 55101-2198 (651) 539-1600
<u>NEW YORK</u> New York State Department of Law Investor Protection Bureau 28 Liberty Street, 21 st Floor New York, NY 10005 (212) 416-8222	<u>NORTH DAKOTA</u> North Dakota Securities Department State Capitol Department 414 600 East Boulevard Avenue, Fifth Floor Bismarck, North Dakota 58505 (701) 328-4712
<u>OREGON</u> Department of Business Services Division of Finance and Corporate Securities Labor and Industries Building 350 Winter Street, NE Room 410 Salem, Oregon 97310 (503) 378-4387	<u>RHODE ISLAND</u> Department of Business Regulation Securities Division, Building 69, First Floor John O. Pastore Center 1511 Pontiac Avenue Cranston, Rhode Island 02920 (401) 462-9527
<u>SOUTH DAKOTA</u> Division of Insurance Securities Regulation 124 S. Euclid, Suite 104 Pierre, South Dakota 57501 (605) 773-3563	<u>VIRGINIA</u> State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, 9th Floor Richmond, Virginia 23219 (804) 371-9051
<u>WASHINGTON</u> Department of Financial Institutions Securities Division, P.O. Box 9033 Olympia, Washington 98507 (360) 902-8760	<u>WISCONSIN</u> Division of Securities 4822 Madison Yards Way, North Tower Madison, Wisconsin 53705 (608) 266-2139

List of Agents for Service of Process

We intend to register this disclosure document as a “franchise” in some or all of the following states, if required by the applicable state law. If and when we pursue franchise registration (or otherwise comply with the franchise investment laws) in these states, we will designate the following state offices or officials as our agents for service of process in these states:

LIST OF STATE AGENT FOR SERVICE OF PROCESS	
<u>CALIFORNIA</u> Commissioner Department of Financial Protection and Innovation 320 West 4 th Street, Suite 750 Los Angeles, California 90013-2344 (213) 576-7500 Toll Free (866) 275-2677	<u>CONNECTICUT</u> Banking Commissioner Department of Banking Securities & Business Investments Division 260 Constitution Plaza Hartford, Connecticut 06103-1800 (860) 240-8230
<u>HAWAII</u> Commissioner of Securities of the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, Hawaii 96813 (808) 586-2722	<u>ILLINOIS</u> Illinois Attorney General Office of the Attorney General 500 South Second Street Springfield, Illinois 62706 (217) 782-4465
<u>INDIANA</u> Indiana Secretary of State Franchise Section 302 West Washington Street, Room E-111 Indianapolis, Indiana 46204 (317) 232-6681	<u>MARYLAND</u> Maryland Securities Commissioner 200 St. Paul Place Baltimore, Maryland 21202-2021 (410) 576-6360
<u>MICHIGAN</u> Michigan Attorney General's Office Corporate Oversight Division, Franchise Section 525 W. Ottawa Street G. Mennen Williams Building, 1 st Floor Lansing, Michigan 48933 (517) 373-7117	<u>MINNESOTA</u> Minnesota Commissioner of Commerce Minnesota Department of Commerce 85 7th Place East, Suite 280 St. Paul, Minnesota 55101-2198 (651) 539-1600
<u>NEW YORK</u> Secretary of State 99 Washington Avenue Albany, NY 12231 (518) 472-2492	<u>NORTH DAKOTA</u> North Dakota Securities Commissioner State Capitol 600 East Boulevard Avenue, Fifth Floor Bismarck, North Dakota 58505 (701) 328-4712
<u>OREGON</u> Secretary of State Corporation Division - Process Service 255 Capitol Street NE, Suite 151 Salem, OR 97310-1327 (503) 986-2200	<u>RHODE ISLAND</u> Director of Department of Business Regulation Department of Business Regulation Securities Division, Building 69, First Floor John O. Pastore Center 1511 Pontiac Avenue Cranston, Rhode Island 02920 (401) 462-9527
<u>SOUTH DAKOTA</u> Division of Insurance Securities Regulation 124 S. Euclid, Suite 104 Pierre, South Dakota 57501 (605) 773-3563	<u>VIRGINIA</u> Clerk of the State Corporation Commission 1300 East Main Street, 1 st Floor Richmond, Virginia 23219 (804) 371-9733
<u>WASHINGTON</u> Director, Department of Financial Institutions Securities Division, 3rd Floor 150 Israel Road, Southwest Tumwater, Washington 98501 (360) 902-8760	<u>WISCONSIN</u> Administrator, Division of Securities 4822 Madison Yards Way, North Tower Madison, Wisconsin 53705 (608) 266-2139

EXHIBIT C**LIST OF CURRENT FRANCHISEES****CURRENT FRANCHISEES**

Franchisees Open and Operating as of December 31, 2023				
State	City	Address	Phone	Owner Name(s)
CO	Colorado Springs	5170 N. Union Blvd., Suite 106 Colorado Springs, CO 80918	719-895-3867	Obie Pilkington
FL	North Orlando	124 Verde Way DeBary, FL 32713	321-800-3866	Justin Kennedy
MD	Baltimore/ Columbia	5009 White Flint Dr. Kensington, MD 20895	410-759-3867	Jefferson Klocke and Jason Gray
TN	Chattanooga	6433 Basa Lake Ln. Harrison, TN 37341	423-961-3867	Mike Guidry
TN	Clarksville/ Dickson	4156 Meadow View Cir. Pleasant View, TN 37146	615-619-3867	Luke DeLaVergne
TN	Hendersonville	5620 Clovermeade Dr. Brentwood, TN 37027	615-669-3867	Brian McDonald
TN	Murfreesboro	2998 Barnstable Ct. Murfreesboro, TN 37127	629-500-3867	Mike Cerone
TN	Nashville*	42255 Mercure Circle, #120 Sterling, VA 20166	629-900-3867	Joe Martino
TX	DFW	3405 S. Jackson Rd. Pharr, TX 78577	972-464-1111	Jeff Rice
TX	Houston	735 Buffalo Run Missouri City, TX 77489	866-780-3867	Trey Willbanks and Cole Willbanks
TX	RGV	3405 S. Jackson Rd. Pharr, TX 78577	972-464-1111	Jeff Rice

*DumpStor of Nashville was transferred to our affiliate in 2023.

Franchisees That Have Signed but Not Opened as of the Issuance Date				
State	City	Address	Phone	Owner Name(s)
CO	Castle Rock	5170 N. Union Blvd., Suite 106 Colorado Springs, CO 80918	719-895-3867	Obie Pilkington
ID	Boise	6093 E. Gateway Dr. Boise, ID 83716	208-909-3867	Dan Strunk
TX	Laredo/ Corpus Christi	3405 S. Jackson Rd. Pharr, TX 78577	972-464-1111	Jeff Rice
TX	Austin/ San Antonio	735 Buffalo Run Missouri City, TX 77489	866-780-3867	Trey Willbanks and Cole Willbanks
UT	Salt Lake City	10972 S Ridgeside Dr. South Jordan, UT 84095	385-554-3867	Brian Peterson

FORMER FRANCHISEES

During the fiscal year ended December 31, 2023, we had one franchisee who transferred their interest to the franchisor:

Josh Helms, Brentwood, TN – (629) 900-3867

Other than as disclosed above, we have no other franchisees that have left the system or failed to communicate with us in the previous 10 weeks.

EXHIBIT D

OPERATIONS MANUAL TABLE OF CONTENTS

The Operations Manual is still under development; therefore, these numbers are estimates based on what has currently been developed and are subject to change.

Table of Contents	
Section	Pages in Section
Introduction	12
Start-Up	11
Accounting	16
Human Resources	31
Daily Operations	10
Marketing and Social Media	20
Safety and Security	18
Total Pages	118

EXHIBIT E

FRANCHISE AGREEMENT
WITH ATTACHMENTS



FRANCHISE AGREEMENT

between

DUMPSTOR FRANCHISING, LLC

and

FRANCHISEE

TABLE OF CONTENTS

<u>Articles</u>	<u>Page</u>
ARTICLE 1. PARTIES AND RECITALS	1
ARTICLE 2. GRANT OF FRANCHISE	1
ARTICLE 3. TERM AND RENEWAL	2
ARTICLE 4. OPERATING ASSISTANCE	2
ARTICLE 5. FEES	3
ARTICLE 6. MARKS	6
ARTICLE 7. STANDARDS OF OPERATION	7
ARTICLE 8. OPERATIONS MANUAL	10
ARTICLE 9. ADVERTISING AND MARKETING	10
ARTICLE 10. STATEMENTS, RECORDS, AND FEE PAYMENTS	12
ARTICLE 11. COVENANTS	13
ARTICLE 12. TRANSFER AND ASSIGNMENT	14
ARTICLE 13. DEFAULT AND TERMINATION	17
ARTICLE 14. POST TERM OBLIGATIONS	19
ARTICLE 15. INSURANCE	20
ARTICLE 16. TAXES, PERMITS, AND INDEBTEDNESS	20
ARTICLE 17. INDEMNIFICATION AND INDEPENDENT CONTRACTOR	20
ARTICLE 18. WRITTEN APPROVALS, WAIVERS, FORMS OF AGREEMENT, AND AMENDMENT	21
ARTICLE 19. ENFORCEMENT	21
ARTICLE 20. NOTICES	22
ARTICLE 21. GOVERNING LAW AND DISPUTE RESOLUTION	22
ARTICLE 22. SEVERABILITY AND CONSTRUCTION	23
ARTICLE 23. CONFIDENTIALITY	24

ATTACHMENTS

- A. FRANCHISEE SPECIFIC TERMS
- B. PERSONAL GUARANTY
- C. FRANCHISE COMPLIANCE QUESTIONNAIRE

1. PARTIES AND RECITALS

1.1. This Franchise Agreement (“Agreement”) is made and entered into as of the date set forth in Attachment A to this Agreement (the “Effective Date”) (Attachment A and all attachments and schedules affixed to this Agreement are hereby incorporated by this reference) by and between DumpStor Franchising, LLC, a Virginia limited liability company (“Franchisor”) with a principal place of business at 42255 Mercure Circle, #120, Sterling, VA 2016, and the person or entity identified in Attachment A as the franchisee (“Franchisee”), with its principal place of business as set forth in Attachment A. “We,” “us,” and “our” refers to Franchisor. “You,” and “your” refers to Franchisee.

1.2. Franchisor owns the exclusive right to develop, operate, and grant franchises for the operation of the DumpStor system of dumpster and job-site storage rental businesses (each, a “Business”) under the trade name DumpStor (referred to herein as the “System”). Franchisor may, from time to time, add to, amend, modify, delete, or enhance any portion of the System as Franchisor may determine to enhance the reputation, efficiency, competitiveness and/or quality of the System, or to adapt it to new conditions, materials, or technology, or to better serve the public. Franchisee, at its expense, will fully comply with all such conditions and modifications.

1.3. The System incorporates proprietary standards, specifications, and methods of operation (“System Standards”), including those set forth in the Operations Manual, which are more fully defined in Article 8 below.

1.4. Franchisor desires to grant traditional franchises, whereby the Franchisee will provide dumpster and job-site storage rental units to customers within the geographic area stated in Attachment A to this Agreement (the “Territory”). Franchisee agrees that each Territory is separate and individual, even where contiguous, and Franchisor reserves the rights and remedies to each.

1.5. The location or facility at which the Business is located is referred to in this Agreement as the “Site.” Franchisee shall provide written notice of the “Proposed Site” to Franchisor and, within ten (10) days thereafter, Franchisor will provide written notice to Franchisee if the Proposed Site is acceptable to Franchisor. Franchisor shall have the right, but not the obligation, to inspect in person the Proposed Site. Franchisee is solely responsible for selecting the Proposed Site. If Franchisor approves the Proposed Site, the Proposed Site will be designated as the Site. If Franchisor does not approve the Proposed Site, Franchisee must select an alternative Proposed Site and submit it to the Franchisor for review and approval as provided above. Franchisor has the right to approve or disapprove the Proposed Site based on such factors as it deems appropriate. The foregoing process shall be repeated each time Franchisee desires to change the Site.

2. GRANT OF FRANCHISE

2.1. Subject to all terms and conditions of this Agreement, Franchisor grants to Franchisee the right to operate one (1) Business within a designated Territory in accordance with the terms and conditions of this Agreement, the System Standards, and the Operations Manual.

2.2. Franchisee shall operate its Business solely within the Territory. Franchisee acknowledges and agrees that the Territory may differ in size or orientation from other territories that have been granted to other System franchisees or may be granted to other System franchisees from time to time in the future.

2.3. A Territory is a protected area for purposes of this Article 2, meaning that during the Term (as defined below), except as otherwise provided in this Agreement, and provided that Franchisee has fully complied with the terms and conditions of this Agreement, Franchisor shall not operate, or grant to another person or business entity a franchise to operate, another Business that uses the Marks in the Territory and will not permit another person or business entity to service customers located in the Territory as a Business that uses the Marks. For avoidance of doubt, nothing herein shall require Franchisor or any affiliate of Franchisor to cease operation of any business operating in the Territory

under any trade name, trademark, or service mark other than the Marks, whether operating at the time of this Agreement or subsequently acquired. Franchisor is not obligated to reserve contiguous territories for Franchisee to operate.

2.4. Franchisor reserves all rights not specifically granted to Franchisee under this Agreement. The rights reserved to Franchisor include, without limitation, the right of Franchisor or its affiliates, (1) to solicit customers, advertise, and promote sales of the System anywhere, including within the Territory; (2) to offer and sell (or authorize others to offer and sell) anywhere, including within the Territory, products and services (regardless of similarity to services sold in the Business) under any names and marks other than the Marks; (3) to establish and operate, and grant to others the right to establish and operate, a Business anywhere outside of the Territory, regardless of proximity to the Territory or the Business; (4) to purchase, merge, acquire (or be acquired by), affiliate with, or engage in any transaction with other businesses (whether competitive or not) having one or more locations, wherever located, including, but not limited to, transactions or arrangements involving competitive outlets and/or brand conversions (to or from the System and brand); (5) to distribute or license the manufacture or distribution of goods and products, regardless of whether or not such products are authorized for offer and sale through the Business, under the Marks or other marks held by Franchisor, through any means of distribution not otherwise prohibited hereby; (6) to develop, operate, and franchise similar or dissimilar systems, under trademarks, service marks and commercial symbols other than the Marks, without offering them to Franchisee; (7) to reduce the size of Franchisee's Territory if Franchisee does not pay the Minimum Weekly Royalty, in accordance with Article 5 below; and (8) to engage in any other activity, action or undertaking that is not expressly prohibited under this Agreement.

3. TERM AND RENEWAL

3.1. This Agreement, unless sooner terminated pursuant to Article 13, shall extend for ten (10) years from the Effective Date (the "Initial Term").

3.2. If Franchisee is not in default under this Agreement, and if Franchisee has the right to continue to occupy the Site, Franchisee may renew this Agreement (a "Renewal") for two (2) additional terms of five (5) years each (each a "Renewal Term"). Franchisee shall exercise its option to renew the Initial Term of this Agreement for a Renewal Term by providing written notice thereof to Franchisor not less than six (6) and not more than twelve (12) months prior to the expiration of the Initial Term or the then current Renewal Term; otherwise, the renewal option shall expire automatically (the Initial Term and each Renewal Term are collectively referred to herein as the "Term"). At least thirty (30) days prior to the start of a Renewal Term, Franchisee shall pay to Franchisor a renewal fee in an amount equal to ten thousand dollars (\$10,000.00). Each Renewal will be in accordance with Franchisor's then current terms and conditions for granting renewal franchises, which may include: (i) execution of a new and modified franchise agreement with different performance standards, fee structures, and/or increased fees; (ii) execution of a general release, in a form satisfactory to Franchisor, of any and all claims against Franchisor, its parent, subsidiaries, or affiliates (if applicable), and their officers, directors, attorneys, shareholders, and employees; and (iii) a requirement that Franchisee upgrade or refurbish its Site to conform to Franchisor's then current standards.

4. OPERATING ASSISTANCE

4.1. Franchisee shall safely store equipment at the Site. Franchisee may not change the location of the Site without Franchisor's prior written approval. A Franchisee may only operate the Business within the Territory, except in Open Territories as provided in Section 4.1.1.

4.1.1. Franchisee may, with Franchisor's prior written approval which may be withheld in its sole and absolute discretion, service customers outside the Territory, if such customers are located in areas geographically contiguous to the Territory and are not within the protected territories of other franchisees' businesses, or an Affiliate/Company-Owned Outlet (an "Open Territory"). Upon the

designation of an Open Territory as the protected territory of another franchisee, or the Franchisor, a Franchisee must cease servicing customers in the Open Territory immediately.

4.2. Prior to Franchisee beginning operations of the Business as provided in Section 7.4, Franchisor shall provide Franchisee with the following assistance, on the same basis as it from time to time makes available to other similarly situated Franchisees:

4.2.1. Training in the operation of the Business for the principal executive(s) of Franchisee (the “Principal Executive”) and/or the designated representative or management personnel selected by Franchisee and approved by Franchisor (the “Designated Representative”). Such training shall be conducted exclusively by Franchisor or its designee at a site to be designated by Franchisor or through a virtual environment. There is no charge for the initial training program for up to two (2) persons; however, Franchisee shall pay all its and its Principal Executives’ and Designated Representatives’ costs incurred in such training, including travel, room, board, wages, and living expenses. Franchisee will be charged Franchisor’s then current training fees for training additional Principal Executives or Designated Representatives or for retraining any persons who fail to complete Franchisor’s initial program to Franchisor’s satisfaction.

4.2.2. If requested in writing by Franchisee, Franchisor will provide on-Site additional and supplementary pre-opening or opening assistance by Franchisor or its representative(s) in the initial operation of the Business as Franchisor may, in its discretion, deem appropriate. Franchisee shall pay Franchisor’s then current training fees for such additional training.

4.2.3. One (1) copy of the Operations Manual, and a copy of any set of any written materials which Franchisor may make available.

5. FEES

5.1. In consideration for the execution of this Agreement, Franchisee agrees to pay Franchisor an initial franchise fee (the “Initial Franchise Fee”) in the amount set forth in Attachment A, which shall be paid in full by the Effective Date. The Initial Franchise Fee is non-refundable. Based upon 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 this Agreement.

5.2. You must make an initial equipment acquisition, by financing or purchasing the equipment described in the table below:

Initial Required Equipment Purchase	
1 Ford F-650 or Ford F-600 with hooklift or similar setup	20 open-top 20-yard containers

5.3. For a two (2) or three (3) Territory package, you will be required to purchase the single Territory *plus* the containers as detailed in the table below:

Additional Required Equipment Purchases	
2 Territories	3 Territories
10 open-top 20-yard containers	15 open-top 20-yard containers

5.4. To offer DumpBag products, Franchisee shall purchase an initial inventory of 500 DumpBags from the Approved Supplier and purchase, or upfit, an approved truck that meets the minimum specifications.

5.5. Royalty Fees.

5.5.1. Franchisee shall pay Franchisor a “Royalty Fee” in the manner provided in Section 5.6, and as set forth in the Royalty Fee Schedule in this 5.5 below. The Franchisor will not collect a Royalty Fee for the first ninety (90) days after purchased containers are received. Beginning the ninety-first (91st) day after acquiring containers, Franchisee will begin paying the entire applicable Royalty Fee payment which is equal to forty-nine dollars and fifty cents (\$49.50) per truck *plus* (i) nineteen dollars and fifty cents (\$19.50) per container, up to 50 containers, and (ii) fifteen dollars (\$15.00) per container, thereafter.

5.5.1.1. If Franchisee offers DumpBags, Franchisee shall pay Franchisor a Royalty Fee equal to six percent (6%) of Gross Revenue generated by DumpBag services.

5.5.2. If Franchisee is a veteran or spouse of a veteran and presents a valid DD214, or a first responder, Franchisee will receive a fifty percent (50%) discount on Royalty Fees for a ninety (90) day period commencing on the ninety-first (91st) day after acquiring containers.

5.5.3. Franchisee shall pay to Franchisor a weekly brand fee for the Brand Fund Program (described in Article 9) equal to two dollars (\$2.00) per container owned (the “Brand Fee(s)”). The Program shall be maintained in accordance with the terms of Article 9. The amount of the Brand Fee may be revised from time to time by Franchisor, not to exceed three dollars (\$3.00) per container, in its sole and absolute discretion. All Brand Fees shall be paid in the same manner as Royalty Fees, as provided in Section 5.3.

5.5.3.1. If Franchisee offers DumpBags, Franchisee shall pay Franchisor a Brand Fee equal to one percent (1%) of Gross Revenue generated by DumpBag services. The amount of the Brand Fee may be revised from time to time by Franchisor, not to exceed three percent (3%) of Gross Revenue generated by DumpBag services, in its sole and absolute discretion. All Brand Fees shall be paid in the same manner as Royalty Fees, as provided in Section 5.3.

5.5.4. Franchisee shall pay to Franchisor the costs to produce any materials provided or customized for Franchisee as part of the Brand Fund Program. Such amount is due and payable within seven (7) days after receipt of Franchisor’s invoice therefor.

5.5.5. Franchisee shall pay an amount equal to all sales, use, gross receipts, or similar taxes assessed against or payable by Franchisor and calculated on continuing payments required to be paid hereunder, unless the tax is an income tax or an optional alternative to an income tax otherwise payable by Franchisor. Such amount is due and payable within seven (7) days after receipt of Franchisor’s invoice therefor.

5.5.6. Beginning ninety (90) days after receiving the purchased containers, Franchisee must meet a minimum Royalty Fee payment determined by the number of containers owned (the “Minimum Royalty”). See the tables below for the Minimum Royalty based on the applicable minimum containers required. The Minimum Royalty is due whether you have purchased the required containers or not. If you purchase two (2) or three (3) Territories: beginning in your third (3rd) year of operations, the Minimum Weekly Royalty will increase as detailed in the Minimum Weekly Royalty Payment tables below.

Minimum Required Containers	
Territory Package Purchased	Minimum Containers
1	20
2	30
3	35

Minimum Weekly Royalty Payment		
Territory Package Purchased	Minimum Weekly Royalty	
	Starting Day 91	Beginning Month 25
1	\$439.50	\$634.50
2	\$537.00	\$927.00
3	\$634.50	\$1,174.50

5.6. The Royalty Fee shall be paid by Franchisee to Franchisor via electronic funds transfer, or any other means reasonably specified by Franchisor, and shall be paid weekly during the Term. Franchisor retains the right to alter the collection period at its discretion upon thirty (30) days' written notice to Franchisee.

5.7. If any fee or any other amount due under this Agreement is not paid within five (5) days after such payment is due, Franchisee shall pay a service charge equal to the lesser of an annual rate of eighteen percent (18%) or the highest rate then permitted by applicable law. This charge shall accrue whether or not Franchisor exercises its right to terminate this Agreement pursuant to Article 13.

5.8. The term "Gross Revenue" as used in this Agreement, shall mean the aggregate gross amount of all revenues from whatever source derived (whether in the form of cash, credit, agreements to pay or other consideration, and whether or not payment is received at the time of sale or any such amounts prove un-collectible) which arise from or are derived by Franchisee or by any other person from business conducted or which originated in, on, from, or through the System or from the sale of any products or services associated with the use of the Marks, whether such business is conducted in compliance with or in violation of the terms of this Agreement, excluding only sales or other tax receipts (the collection of which is required by law).

5.9. All payments by Franchisee pursuant to this Article 5 shall be applied in such order as Franchisor may designate from time to time. Franchisee agrees that it may not designate an order for application of any fees different from that designated by Franchisor and expressly acknowledges and agrees that Franchisor may accept fees paid pursuant to different instructions without any obligation to follow such instructions, even if such payment is made by its terms conditional on such instructions being followed. This provision may be waived only by written agreement signed by Franchisor, which written agreement must be separate from the check or other document constituting payment.

5.10. You must pay us a Technology Setup Fee to cover the administrative costs associated with setting up your Business Management and Technology System and accounts. The current Technology Setup Fee is one-thousand five hundred dollars (\$1,500.00). The amount of the Technology Setup Fee may be revised from time to time by Franchisor in its sole and absolute discretion. You must pay this amount at the time you sign the Franchise Agreement. The Technology Setup Fee is non-refundable.

5.11. You must pay us, or a third party that we designate, a technology fee for various technology services that we will provide or arrange for third parties to provide to you, which services are subject to change over time (the "Technology Fee"). Currently, the Technology Fee is one hundred forty-five dollars (\$145.00) per week from the date that you open your Business for business and will be collected in the same manner as the Royalty Fees. We reserve the right to increase the Technology Fee by

providing you with written notice of any change at least thirty (30) days prior to the implementation of the new fee amount. The Technology Fee currently includes fees related to your maintenance, licensing, access to and usage of our designated software, our intranet, and the system website. We may add, delete, or otherwise modify the products and services that are included in the Technology Fee. In addition to the monthly Technology Fee, you will be responsible for any “per transaction” fee charged by third-party vendors for mobile application or online bookings, if any.

5.12. In the three (3) months surrounding the opening of your Business, you must expend between seven thousand dollars (\$7,000.00) and ten thousand dollars (\$10,000.00) (the “Grand Opening Advertising Expense”) that will be used on certain digital and other marketing efforts associated with the System. Franchisor reserves the right to require that Franchisee expend any portion of the Grand Opening Advertising Expense to engage an Approved Supplier to provide marketing materials or services.

5.13. You will pay us a management fee (“Management Fee”) if we are obligated, directly or indirectly, to manage your Business. The Management Fee is in addition to and not in replacement of any other fees that you are obligated to pay us. The current Management Fee we charge you is ten percent (10%) of Gross Revenue during the period in which we manage your Business; plus, expenses for travel, lodging, meals, and all other expenses. The Management Fee is payable during any period that our appointed manager manages your Business. The Management Fee will be in addition to the Royalty Fee and Brand Fund Contribution due to us. We will withdraw the Management Fee via the authorized transfer method. We may increase the Management Fee upon thirty (30) days written notice to you.

5.14. We may charge a Late Fee to compensate us for our administrative costs incurred in enforcing your obligations to pay us and submit required reports to us. The Late Fee is twenty-five dollars (\$25.00) per each day in which any amounts owed to use are unpaid. The Late Fee is in addition to any interest that may accrue on the outstanding amounts.

5.15. We may manage or provide support services to national and/or regional accounts that require centralized overview and support, and for purposes of responding to requests and referrals for services through our franchise system, managing those relationships, answering calls placed to our toll-free number or a national account on-line access system. In that case, we may charge you a fee between one percent and five percent (1%-5%) of Gross Revenue generated by the account. The purpose of this fee is to defray the cost of providing national/regional account management services to the franchise system. We do not plan to charge a fee for simple referrals where we do not directly manage the relationship with the customer, but we reserve the right to do so.

6. MARKS

6.1. The System may include certain trademarks, logos, and other designs as identified in the Operations Manual from time to time (“Marks”). Franchisee shall have the non-exclusive right for the Term to use the Marks solely for purposes of operating the Business under the System in compliance with this Agreement. Franchisee may use the Marks only in the manner and format specified in the Operations Manual or otherwise with the prior written consent of Franchisor. Franchisor reserves the right to specify the use of the Marks and to pre-approve in writing any non-specified use of the Marks. Franchisee shall not use or permit to be used any of the Marks in connection with any other business owned or operated by Franchisee or its affiliates. Franchisee shall not use any marks to identify the Business other than the Marks as specified by Franchisor.

6.2. Franchisee expressly acknowledges Franchisor’s rights in and to the Marks, and Franchisee agrees not to represent in any manner that Franchisee has acquired any ownership rights in the Marks. Franchisee agrees not to use any of the Marks or any marks, names or indicia which are or may be confusingly similar in its own corporate or business name except as authorized in this Agreement. Franchisee further acknowledges and agrees that any and all goodwill associated with the System and identified by the Marks (including all future distinguishing characteristics, improvements and additions to or associated with the System) is Franchisor’s property and shall inure directly and exclusively to the DumpStor Franchising, LLC

benefit of Franchisor and that, upon the expiration or termination of this Agreement for any reason, no monetary amount shall be assigned as attributable to any goodwill associated with Franchisee's use of the Marks.

6.3. Franchisee understands and agrees that any use of the Marks other than as expressly authorized by this Agreement, without Franchisor's prior written consent, may constitute an infringement of Franchisor's rights therein and that the right to use the Marks granted herein does not extend beyond the termination or expiration of this Agreement. Franchisee expressly covenants that, during the Term of this Agreement and thereafter, Franchisee shall not, directly, or indirectly, commit any act of infringement or contest or aid others in contesting the validity of Franchisor's right to use the Marks or take any other action in derogation thereof.

6.4. Franchisee shall promptly notify Franchisor of any claim, demand, or cause of action that Franchisor may have based upon or arising from any unauthorized attempt by any person or legal entity to use the Marks, any colorable variation thereof, or any other mark, name or indicia in which Franchisor has or claims a proprietary interest. Franchisor may, in its sole and absolute discretion, take any action in connection with any infringement, challenge or claim relating to the Marks but Franchisor shall not be required to take any action. Franchisee shall assist Franchisor, upon request and at Franchisor's expense, in taking such action, if any, as Franchisor may deem appropriate to halt such activities, but shall take no action nor incur any expenses on Franchisor's behalf without Franchisor's prior written approval. If Franchisor undertakes the defense or prosecution of any litigation relating to the Marks, Franchisee agrees to execute any and all documents and to do such acts and things as may, in the opinion of Franchisor's legal counsel, be reasonably necessary to carry out such defense or prosecution.

6.5. Franchisee further agrees and covenants to operate and advertise only under the names or marks from time to time designated by Franchisor; to adopt and use the Marks solely in the manner prescribed by Franchisor; to refrain from using the Marks to perform any activity or to incur any obligation or indebtedness in such a manner as may, in any way, subject Franchisor to liability therefore; to observe all laws with respect to the registration of trade names and assumed or fictitious names, to include in any application therefore a statement that Franchisee's use of the Marks is limited by the terms of this Agreement, and to provide Franchisor with a copy of any such application and other registration document(s); to observe such requirements with respect to trademark and service mark registrations and copyright notices as Franchisor may, from time to time, require, including, without limitation, affixing "SM", "TM", or ®, adjacent to all such Marks in any and all uses thereof; and, to utilize such other appropriate notice of ownership, registration and copyright as Franchisor may require.

6.6. If it becomes advisable at any time in Franchisor's sole discretion for Franchisor and/or Franchisee to modify or discontinue use of any Mark, and/or use one or more additional or substitute trade or service marks, Franchisee agrees to comply with Franchisor's directions to modify or otherwise discontinue the use of such Mark within the time specified in the notice thereof given to Franchisee by Franchisor. Franchisor shall not be obligated to compensate Franchisee for any costs incurred by Franchisee in connection with such modification or discontinuance. Any expenses or costs associated with the use by Franchisee of any such new, modified or replacement Marks shall be the sole responsibility of Franchisee.

7. STANDARDS OF OPERATION

7.1. Franchisor shall establish and Franchisee shall maintain standards of quality, appearance, and operation for the Business. For the purpose of giving distinctiveness to the Marks, enhancing the public image and reputation of businesses operating under the System and for the purpose of increasing the demand for services and products provided by Franchisees and Franchisor, the Franchisee agrees to operate in strict conformity with Franchisor's standards and all rules, and regulations and policies which are by their terms mandatory, including, without limitation, those contained in the Operations Manual.

7.2. Franchisee must purchase the required equipment, supplies, and vehicles for its use in the Business. The equipment, supplies, and vehicles must meet the specifications (brand, model and/or performance specifications) in the Operations Manual, including supplies, communications equipment, and business technology, and software used in the Business. These specifications include standards for delivery, performance, design, reliability, and appearance. Such specifications may be modified periodically, and any costs associated with such modifications shall be the sole responsibility of Franchisee.

7.2.1. Franchisee shall maintain the equipment and vehicles in good condition and repair throughout the term of this Agreement. Franchisee shall follow all service guidelines and bulletins regarding the periodic maintenance and servicing of the equipment and vehicles provided by Franchisor or the supplier.

7.2.2. Franchisee must use the equipment and vehicles in strict accordance with this Franchise Agreement and Operations Manual. Among other restrictions, Franchisee may use the equipment and vehicles solely for the Business and for no other purpose and Franchisee may not sell, encumber, or transfer any rights in the equipment or vehicles except in strict compliance with this Franchise Agreement.

7.2.3. In the event this Agreement is terminated for whatever reason and the Franchisee is no longer operating a Business, the Franchisor shall have the right of first refusal, but not the obligation, to purchase the equipment and vehicles at a price the parties agree on.

7.3. The Business shall begin operations after receipt of authorization to do so by Franchisor, which authorization must be requested by Franchisee, in writing, at least fifteen (15) days in advance of Franchisee's desire to open for business. Franchisee shall begin operations of the Business no later than one hundred eighty (180) days after securing financing for the required initial trucks and equipment, subject to your compliance with all other terms of this Agreement, including your completion of our pre-opening training programs.

7.4. Prior to beginning operations of the Business, the Principal Executive or Designated Representative, as applicable, shall have been certified by Franchisor as meeting Franchisor's qualifications for management. Franchisee agrees that the Business shall only be operated directly by a Principal Executive or by a Designated Representative employed by Franchisee who has previously been approved by Franchisor and not thereafter disapproved by Franchisor. Franchisee shall notify Franchisor in writing at least thirty (30) days prior to employing any such Designated Representative, setting forth in reasonable detail all pertinent information relative to the individual's character and business background and experience. No such Designated Representative shall be employed to operate the Business (or any part thereof) without Franchisor's prior consent, based upon such standards and requirements as Franchisor may from time to time specify, in writing or otherwise. If Franchisor rejects or later disapproves such Designated Representative, it shall notify Franchisee of the pertinent reasons cited for disapproval. Notwithstanding the right of Franchisor to protect the goodwill of the System by disapproving any Designated Representative employed by Franchisee, such Designated Representative shall not be deemed an employee of Franchisor for any purpose whatsoever. Principal Executives, and any Designated Representatives, as approved by Franchisor shall complete, to Franchisor's reasonable satisfaction, any and all training programs as Franchisor may reasonably require. If any trainee fails to complete the required initial training program satisfactorily, Franchisor shall notify Franchisee of such failure and require Franchisee to designate a substitute trainee. Franchisee's Business shall at all times continue to be managed by personnel who have met Franchisor's training requirements. All expenses incurred in training, including, without limitation, cost of travel, room, board, and wages of the person(s) receiving such training shall be borne by Franchisee. Franchisee shall also bear the cost of any additional training that may be required by Franchisor. Franchisee agrees that at all times during the Term of this Agreement there shall be at least one Principal Executive or Designated Representative who: (a) is principally responsible for the operation of the Business on a full-time, in-person basis at the Site, and (b) has attended and satisfactorily completed such training, retraining or refresher training program as

Franchisor may require, at such times and places prior to the expiration of this Agreement as Franchisor may reasonably designate.

7.5. Unless otherwise specifically approved by Franchisor, the Business shall be open for the conduct of business at such times and for the minimum number of hours specified by Franchisor in the Operations Manual, as may be amended from time to time; and Franchisee shall at all times staff the Business with such number of employees and operate the Business diligently so as to maximize its revenues and profits.

7.6. Franchisee shall use only business stationery, business cards, marketing materials, advertising materials, printed materials or forms that have been approved in advance by Franchisor. Franchisee shall not employ any person to act as a representative of Franchisee in connection with local promotion of the Business in any public media without the prior written approval of Franchisor.

7.7. In all advertising, Franchisee shall, in such form and manner as may be specified by Franchisor in the Operations Manual, notify the public that Franchisee is operating the Business as an independently owned and operated franchisee of Franchisor and shall identify its business location in the manner specified by Franchisor in the Operations Manual.

7.8. Franchisee shall, within forty-eight (48) hours of receipt of any customer complaint, notify Franchisor of the complaint and all pertinent details. Franchisee shall respond promptly to customer complaints and shall take such other steps as may be required to ensure positive customer relations, including abiding by any service guaranties or similar policies required by Franchisor and/or as set forth in the Operations Manual. Franchisee shall inform Franchisor of the resolution of the complaint.

7.9. Franchisee hereby grants to Franchisor and its agents the right to inspect the equipment and vehicles without notice, at any reasonable time. Franchisee agrees to take such steps as may be necessary immediately to correct any deficiencies detected during such an inspection upon the request of Franchisor or its agents.

7.10. Franchisee shall purchase, install, and utilize, at its sole cost and expense, any communications equipment and devices, computer hardware and information technology systems and software (including without limitation accounting and dispatching software) as required by Franchisor from time to time. Franchisee shall install, update, or replace any equipment, devices, computers, or software designated by Franchisor for use pursuant to the System, including, without limitation, software designed to facilitate or enhance communications (such as e-mail, call center or web based dispatch services), software designed for the purpose of recording receipts at point of sale, devices that will telecommunicate gross sales directly to Franchisor on a daily basis, and Franchisee shall utilize equipment including software of such kind and in such manner as is specified by Franchisor in the Operations Manual or otherwise in writing.

7.11. Franchisee hereby grants to Franchisor the right to take such steps as are necessary to manage the Business for the account of Franchisee in the event of Franchisee's death or in the event that an independent third party (such as a medical doctor or judicial authority) reasonably determines that Franchisee is incapacitated or incapable of running the Business, and Franchisor shall receive a reasonable fee for such services.

7.12. Franchisee shall require that all of its managers, officers, shareholders, members, and employees which have access to any confidential information sign a written agreement (which is satisfactory to Franchisor) imposing an obligation of confidentiality regarding the Operations Manual and all other confidential and proprietary information of Franchisor.

7.13. Franchisee's Principal Executive or Designated Representative, as applicable, must actively participate in the actual operation of the Business, and devote as much of its time as is reasonably necessary for the efficient operation of the Business.

8. OPERATIONS MANUAL

8.1. Franchisor will make available to Franchisee its Operations Manual, and any other manual, or proprietary information Franchisor may now or hereafter designate for use in operating the Business (collectively the “Operations Manual”). Franchisee must operate the Business in strict compliance with the Operations Manual, as it may be reasonably changed from time to time. Any expense associated with changes to the Operations Manual or System Standards shall be Franchisee’s sole responsibility. The Operations Manual must remain confidential and is Franchisor’s exclusive property. Franchisee will not disclose, duplicate, or make any unauthorized use of any portion of the Operations Manual. The provisions of the Operations Manual constitute provisions of this Agreement as if fully set forth herein. Franchisee shall ensure that its copy of the Operations Manual is current and up to date and shall keep a copy of the Operations Manual accessible to it at all times. If there is a dispute relating to the contents of the Operations Manual, the master copy, which Franchisor maintains at Franchisor’s corporate headquarters, will control. Franchisor reserves the right to disclose updates to the Operations Manual via electronic means, including over Franchisor’s website or any intranet or extranet system established in connection with the System.

8.2. Franchisee shall at all times use its best efforts to keep the Operations Manual and any other manuals, materials, goods, and information created or used by Franchisor and designated for confidential use, within the System and the information contained therein as confidential and shall limit access to employees of Franchisee on a need-to-know basis. Franchisee acknowledges that the unauthorized use or disclosure of Franchisor’s confidential information or trade secrets will cause irreparable injury to Franchisor and that damages are not an adequate remedy. Franchisee accordingly covenants that it shall not at any time, without Franchisor’s prior written consent, disclose, use, permit the use thereof, copy, duplicate, record, transfer, transmit or otherwise reproduce such information, in any form or by any means, in whole or in part, or otherwise make the same available to any unauthorized person or source. Any and all information, knowledge and know-how not known about the System and Franchisor’s products, services, standards, procedures, techniques, and such other information or material as Franchisor may designate as confidential shall be deemed confidential for purposes of this Agreement.

8.3. Franchisee understands and acknowledges that Franchisor may, from time to time, revise the contents of the Operations Manual to implement new or different requirements for the operation of the Business, and Franchisee expressly agrees to comply with all such changed requirements at its expense.

9. ADVERTISING AND MARKETING

9.1. Recognizing the value of standardized advertising and marketing programs to the furtherance of the goodwill and public image of the System, and in order to enable such programs in an effective and consistent manner, the parties agree as follows:

9.1.1. Franchisor has established and administers a brand awareness program (the “Program”) for national, regional, and/or local advertising, public relations and marketing programs and market research (“Brand Awareness”). Franchisor shall direct and have sole and absolute discretion over the Brand Awareness and the Program and its expenditures, including concepts, materials and media used therein. All Brand Fees paid by Franchisee pursuant to Section 5.2 shall be part of the Program. Neither Franchisee nor any other franchisees of Franchisor who shall be obligated to contribute to the Program shall be deemed a third-party beneficiary with respect to the Program or have any right to enforce any obligation to contribute thereto. Franchisee understands and acknowledges that Affiliate/Company-Owned Outlets may not be required to contribute to the Program. Franchisee understands and acknowledges that the Program is intended to benefit the System as a whole and that Franchisor and its designee undertake no obligation in administering the Program to ensure that any particular franchisee benefits directly or pro rata from the Brand Awareness. In the event of termination or expiration of this Agreement, Franchisee shall not be entitled to a refund of any Brand Fees paid by Franchisee. Franchisor may, in its sole discretion from time to time, advance monies to the Program and charge the Program interest on such advances and may authorize repayment of such

advances from the Program, all in accordance with such terms as Franchisor deems necessary or appropriate. Franchisee agrees that the Program may otherwise be used to meet any and all costs incident to such Brand Awareness, including joint or collective advertising and brand awareness campaigns of Franchisor's direct or indirect parent corporations or subsidiaries thereof or affiliated companies using the System. In addition, Franchisor shall have the right to expend all, or any portion of, the monies in the Program for cooperative advertising, brand awareness or promotional programs on a regional or local basis; provided, however, that such programs shall be available to all similarly situated franchisees as determined by Franchisor. Furthermore, Franchisor reserves the right to terminate the Program, but in such event will spend or use all remaining Program assets for Brand Awareness.

9.1.2. All payments to the Program may be deposited in Franchisor's general operating account; may be commingled with Franchisor's general operating funds, though segregated administratively in Franchisor's books and records; and may be deemed an asset of Franchisor, subject however to Franchisor's obligation to expend the monies in the Program in accordance with the terms hereof. Franchisor shall furnish Franchisee with annual financial statements of the Program, certified to be correct by an officer of Franchisor, upon request within one-hundred twenty (120) days following the end of the fiscal year. Franchisor may, in its sole discretion, elect to accumulate monies in the Program for such periods of time as it deems necessary or appropriate, with no obligation to expend all monies received in any fiscal year during such fiscal year. The parties do not intend that the Program be deemed a trust.

9.1.3. At its expense and exclusive of any sums paid to the Program, Franchisee agrees to conduct on an annual basis continuing local advertising in form, content, and media approved by Franchisor, in an amount equal to not less than forty dollars (\$40.00) per container owned per month, which Franchisor may change in its sole and absolute discretion. Franchisee shall submit evidence of any such expenditure to Franchisor on a monthly basis. In the event that Franchisee shall fail to expend such sums on local advertising, Franchisor may, immediately upon notice provided to Franchisee, conduct the required local advertising on Franchisee's behalf, and shall bill Franchisee for any amounts expended on Franchisee's behalf.

9.1.3.1. If Franchisee offers DumpBag seervices, Franchisee shall increase its minimum advertising expenditure to an aggregated total of one thousand two hundred dollars (\$1,200.00) per month.

9.1.4. Franchisor may provide Franchisee, from time to time, with local advertising, brand awareness, and marketing materials, including without limitation newspaper mats, radio commercial tapes, merchandising materials, sales aids, special promotions, and similar advertising and brand awareness campaigns at a reasonable price, plus handling. You must participate in all promotional programs and campaigns which we may establish from time to time.

9.1.5. Franchisee shall submit to Franchisor for its prior approval samples of all advertising to be used by Franchisee that have not been prepared or previously approved by Franchisor.

9.1.6. Franchisee shall participate in all cooperative brand awareness programs as are from time to time prescribed by Franchisor. Franchisor may also require local cooperative advertising contributions, but any cooperative brand awareness contributions will be credited against Franchisee's required local advertising expenditure (but not the payment of required Brand Fees). The terms and conditions required for participation in any such cooperative brand awareness program or programs shall be as specified in the Operations Manual.

9.1.7. Franchisee agrees to participate in all advertising, brand awareness, and marketing programs designated by Franchisor as mandatory.

10. STATEMENTS, RECORDS, AND FEE PAYMENTS

10.1. Franchisee shall use such customer data management, sales data management, accounting, bookkeeping, administrative, and inventory control procedures and systems as Franchisor may specify in the Operations Manual or otherwise in writing. Franchisee shall, in a manner satisfactory to Franchisor, and in accordance with generally accepted accounting principles, maintain original, full and complete receipts, other records, accounts, books, data, licenses, contracts and product supplier invoices which shall accurately reflect all particulars relating to Franchisee's Business and such statistical and other information or records as Franchisor may require and shall keep all such information for not less than three (3) years, even if this Agreement is no longer in effect. Upon Franchisor's request, Franchisee shall furnish Franchisor with copies of any or all product supply invoices reflecting purchases by or on behalf of the Business. In addition, Franchisee shall compile and provide to Franchisor any statistical or financial information regarding the operation of the Business, the products and services sold by it, or data of a similar nature including, without limitation, any financial data that Franchisor believes that it needs to compile or disclose in connection with the sale of franchises or that Franchisor may elect to disclose in connection with the sale of franchises. All data provided to Franchisor under this Article 10 shall belong to Franchisor and may be used and published by Franchisor in connection with the System. Franchisor and its designated agents shall have the right to examine and audit such records, accounts, books, and data at all reasonable times to ensure that Franchisee is complying with the terms of this Agreement. If such inspection discloses that the Gross Revenue during any scheduled reporting period actually exceeded the amount reported by Franchisee as its Gross Revenue by more than two (2%) percent, Franchisee shall bear the cost of such inspection and audit and shall pay any such deficiency with interest from the date due at the lesser of eighteen (18%) percent per year of such overdue amount or the highest rate permitted by applicable law, immediately upon the request of Franchisor.

10.2. No later than the tenth (10th) day of each month, Franchisor shall have received from Franchisee, on forms prescribed by Franchisor, statements stating the fees due to Franchisor during the preceding month, itemized by revenue-producing activity as specified from time to time by Franchisor, the Gross Revenue for the prior month, and such other information as Franchisor may require, all signed and certified as true and correct by an authorized agent of Franchisee.

10.3. Upon Franchisor's request, Franchisee shall furnish Franchisor with a copy of each of its reports and returns of sales, use, and gross receipt taxes and complete copies of any state or federal income tax returns covering the operation of the Business, all of which Franchisee shall certify as true and correct.

10.4. Franchisee shall prepare and deliver to Franchisor on a monthly basis, no later than the tenth (10th) day of each month, an unaudited profit and loss statement in a form satisfactory to Franchisor in its sole and absolute discretion covering Franchisee's business for the prior month and such additional reports as Franchisor may require, all of which shall be certified by Franchisee as true and correct. Franchisee shall also submit to Franchisor by March 1 and September 1 of each year during the Term of this Agreement, an unaudited balance sheet reflecting the financial position of the Business as of the preceding December 31 and June 30. In addition, Franchisee, as well as any guarantor(s) of this Agreement, shall, within sixty (60) days after request from Franchisor, deliver to Franchisor a financial statement, certified as correct and current, in a form which is satisfactory to Franchisor, and which fairly represents the total assets and liabilities of Franchisee and any such guarantors. Within ninety (90) days after the close of each fiscal year of Franchisee, Franchisee shall furnish to Franchisor financial statements which shall include a statement of income and retained earnings, a statement of changes in financial position, and a balance sheet of Franchisee, all as of the end of such fiscal year, which shall be certified to by an authorized agent of Franchisee as being true and correct.

10.5. Upon the request of Franchisor, in addition to the foregoing unaudited statements, within ninety (90) days after the close of each fiscal year of Franchisee, commencing after the Franchisee's third (3rd) full fiscal year from the Effective Date, Franchisee shall furnish to Franchisor, at Franchisee's expense, an audited statement of income and retained earnings of Franchisee for such fiscal year and an audited balance sheet of Franchisee as of the end of such fiscal year, all prepared in accordance with generally

accepted accounting principles and certified by a certified public accountant. Prior to the Franchisee's third (3rd) full fiscal year from the Effective Date, or in the event Franchisor does not require audited financial statements from Franchisee, Franchisee shall furnish to Franchisor, at Franchisee's request, reviewed financial statements for each fiscal year of Franchisee, including a statement of income and retained earnings of Franchisee for such fiscal year and a balance sheet of Franchisee as of the end of such fiscal year, all prepared in accordance with generally accepted accounting principles and certified by a certified public accountant.

10.6. In addition to the foregoing statements, promptly upon request by Franchisor, and also within sixty (60) days after the close of each fiscal year, Franchisee shall furnish to Franchisor a list of all holders of legal and beneficial interests in Franchisee, certified as complete by an authorized agent of Franchisee. If any of Franchisee's general partners, officers, or directors cease to serve as such or any individual is elected as a general partner, officer, or director after execution of this Agreement, Franchisee will notify Franchisor in writing within ten (10) days after such change. Promptly upon request by Franchisor, Franchisee shall furnish a list of all holders of legal and beneficial interests in Franchisee, together with description and percentage amount, names, addresses, and telephone numbers.

11. COVENANTS

11.1. During the Term of this Agreement, Franchisee, and each of its owners, covenants, individually:

11.1.1. To use its best efforts in operating the Business and in recommending, promoting, and encouraging patronage of all System businesses;

11.1.2. Not to engage, directly or indirectly, as an owner, operator, or in any managerial capacity in any Competing Business (as defined below) at or within a twenty-five (25) mile radius of the Site or the Territory of any other System franchisees in operation.

11.2. In the event this Agreement is terminated, expires, or is not renewed, or if Franchisee, or any of Franchisee's owners, assigns or transfers its interest herein to any person or business organization (except pursuant to Article 12 hereof), then in such event Franchisee and any such owner covenants, for a period of two (2) years after such termination, expiration, non-renewal, transfer, or assignment, not to engage, directly or indirectly, as an owner, operator, or in any managerial capacity, in any Competing Business at or within a twenty-five (25) mile radius of the Site or the Territory of any other System franchisees in operation at the time of such termination, expiration, non-renewal, transfer or assignment.

11.3. During the Term of this Agreement and thereafter, Franchisee and each owner covenants not to communicate, directly or indirectly, nor to divulge to or use for its benefit or the benefit of any other person or legal entity, any trade secrets which are proprietary to Franchisor, or any information, knowledge or know-how deemed confidential under Article 8 hereof, except as permitted by Franchisor. In the event of any termination, expiration or non-renewal of this Agreement, Franchisee agrees that it will never use Franchisor's confidential information, trade secrets, methods of operation or any proprietary components of the System in the design, development or operation of any Competing Business. Franchisee agrees that if it engages as an owner, operator, or in any managerial capacity in any such business, it will assume the burden of proving that it has not used Franchisor's confidential information, trade secrets, methods of operation or any proprietary components of the System. The protection granted hereunder shall be in addition to, and not in lieu of, all other protections for such trade secrets and confidential information as may otherwise be afforded in law or in equity. In addition, we may require Franchisee to execute employee non-disclosure and non-competition agreements with its managers or other employees or agents with access to confidential materials or information, which shall prohibit competition by such persons during and for a period of two (2) years after termination of their employment with Franchisee in any Competing Business selling at or within a twenty-five (25) mile radius of the Site or the Territory of any other System franchisees and which shall further prohibit disclosure by such parties to any other person or legal entity of any trade secrets or any other information, knowledge or know-how deemed confidential by Franchisor concerning the operation of the Business.

The form of such employee non-disclosure agreements shall be subject to the prior written approval of Franchisor and shall also be for the benefit of Franchisor. Franchisor shall be a third-party beneficiary of such agreements and Franchisee shall not amend, modify, or terminate any such agreement without Franchisor's prior written consent.

11.3.1. "Competing Business" means any business that offers (or grants franchises or licenses to others to operate a business that offers) dumpster rental, job-site storage rental products and services, and dumpster bag products and services to customers that are the same as, or similar to, those provided by System franchises or in which Franchisor's confidential information, trade secrets, methods of operation or any proprietary components could be used to the disadvantage of Franchisor or its other franchisees; provided, however, that the term Competing Business shall not apply to (a) any business operated under a franchise agreement with Franchisor, or (b) any business operated by a publicly held entity in which Franchisee or any owner or employee of Franchisee owns less than a five percent (5%) legal or beneficial interest.

11.4. The parties agree that each of the foregoing covenants shall be construed as independent of any other covenant or provision of this Agreement. Should any part of one (1) or more of these restrictions be found to be unenforceable by virtue of its scope in terms of area or time, and should such part be capable of being made enforceable by reduction of any or all such restrictions, Franchisee and Franchisor agree that the same shall be enforced to the fullest extent permissible under the law. In addition, Franchisor may, unilaterally, at any time, in its sole discretion, revise any of the covenants in this Article 11 so as to reduce the obligations of Franchisee hereunder. The running of any period of time specified in this Article 11 shall be tolled and suspended for any period of time in which Franchisee or any owner or employee of Franchisee is found by a court of competent jurisdiction to have been in violation of any restrictive covenant. Franchisee further expressly agrees that the existence of any claim it may have against Franchisor, whether or not arising from this Agreement, shall not constitute a defense to the enforcement by Franchisor of the covenants in this Article 11.

12. TRANSFER AND ASSIGNMENT

12.1. This Agreement and all rights and duties hereunder may be freely assigned or transferred by Franchisor, in whole or in part, without Franchisee's consent, in its sole discretion, but only to a person or legal entity that agrees to assume Franchisor's obligations hereunder, and shall be binding upon and inure to the benefit of Franchisor's successors and assigns including, without limitation, any entity which acquires all or a portion of the equity of Franchisor or any entity resulting from or participating in a merger, consolidation or reorganization in which Franchisor is involved, and to which Franchisor's rights and duties hereunder (in whole or in part), are assigned or transferred.

12.2. Franchisee understands and acknowledges that the rights and duties created by this Agreement are personal to Franchisee and Franchisee's owners, and that Franchisor has entered into this Agreement in reliance on many factors, including, without limitation, the individual or collective character, skill, aptitude, and business and financial capacity of Franchisee and its owners. Accordingly, neither Franchisee nor any person owning any direct or indirect equity interest therein, shall, without Franchisor's prior written consent, directly or indirectly sell, assign, transfer, convey, give away, pledge, mortgage or otherwise encumber any interest; (i) in this Agreement or any portion or aspect thereof, (ii) the Business, or (iii) any equity or voting interest in Franchisee that equals or exceeds twenty percent (20%) of the total equity or voting interests in Franchisee on a fully diluted basis, nor permit the Business to be operated, managed, directed or controlled, directly or indirectly, by any person other than Franchisee (any such act or event is referred to as a "Transfer") without the prior written approval of Franchisor. Any such purported Transfer occurring by operation of law or otherwise, including any Transfer by a trustee in bankruptcy, without Franchisor's prior written consent, shall be a material default of this Agreement. Notwithstanding the foregoing, the transferor shall remain obligated under this Agreement until released by Franchisor, or until this Agreement is terminated and all Post-Term Obligations pursuant to Article 14 are fulfilled. In addition, in the event Franchisee is a corporation, the stock of such corporation shall not be publicly sold or traded on any securities exchange or in the over-the-counter market without the

DumpStor Franchising, LLC
Franchise Agreement

express prior written consent of Franchisor, which consent may be given or denied in Franchisor's sole discretion.

12.3. Franchisee understands and acknowledges the vital importance of the performance of Franchisee to the market position and overall image of Franchisor. Franchisee also recognizes that there are many subjective factors that comprise the process by which Franchisor selects a suitable Franchisee. The consent of Franchisor to a Transfer by Franchisee shall remain a subjective determination and shall include, but not be limited to, the following conditions:

12.3.1. the proposed transferee is a person or entity that meets the Franchisor's standards of qualification then applicable with respect to all new applicants for similar Franchisees;

12.3.2. the proposed Transfer is on commercially reasonable terms;

12.3.3. as of the effective date of the proposed Transfer, all obligations of Franchisee hereunder and under any other agreements between Franchisee and Franchisor are fully satisfied;

12.3.4. as of the effective date of the proposed Transfer, all obligations of the proposed transferee to the Franchisor under all other agreements of any kind between the proposed transferee and Franchisor are fully satisfied; and

12.3.5. as of the effective date of the proposed Transfer, Franchisor shall have forwarded to Franchisee its approval, granted in its reasonable business judgment, of the proposed Transfer to the proposed transferee, in accordance with the following provisions of this Article 12.

12.4 Franchisee shall submit to Franchisor prior to any proposed Transfer of any equity or voting interest in Franchisee equal to twenty percent (20%) or more of the total equity or voting interests in Franchisee on a fully diluted basis, and at any other time upon request, a list of all holders of direct or indirect equity and voting interests in Franchisee reflecting their respective present and/or proposed direct or indirect interests in Franchisee, in such form as Franchisor may require.

12.5 Franchisor may require, as a condition of its approval of any proposed Transfer, satisfaction of the additional requirements set forth in these Sections 12.2-12.5 in the event Franchisee is a partnership or privately-held corporation and the proposed Transfer, alone or together with all other previous, simultaneous and/or proposed Transfers, would have the effect of reducing directly or indirectly to less than a majority of the percentage of equity and voting interest (as reasonably determined by Franchisor) owned in Franchisee, or in the event Franchisee is a natural person and the proposed Transfer, alone or together with other simultaneous or proposed Transfers, would have the effect of reducing directly or indirectly Franchisee's equity or voting interest as reasonably determined by Franchisor in the Business to less than a majority, or would result in a Transfer of control, meaning a change of the unrestricted power to direct the management, and/or policies of Franchisee (including those related to payment of financial obligations and a Transfer of control with respect to a general partnership interest), directly or indirectly, whether through ownership of interests, by contract or otherwise. In computing the percentages of equity and voting interest owned in Franchisee for purposes of these Sections 12.2-12.5, general partnership interests shall not be distinguished from limited partnership interests.

12.5.1 The requirements for all such Transfers under Section 12.5 are as follows:

12.5.1.1 Franchisee must request that Franchisor provide the prospective transferee with the Franchisor's current form of FDD, and a receipt for such document shall be delivered to Franchisor; provided, however, Franchisor shall not be liable for any representations other than those contained in the FDD;

12.5.1.2 The proposed transferee must execute a new franchise agreement, namely, Franchisor's then current form of a franchise agreement, which may contain terms and conditions substantially

different from those in this Agreement, for an initial term equal to the time remaining in the Term of this Agreement as of the date of such transfer or, at Franchisor's discretion, an assumption agreement in lieu of a new franchise agreement, pursuant to which the proposed transferee assumes all obligations of the Franchisee under this Agreement;

12.5.1.3 Franchisee shall pay to Franchisor, together with the application for consent to the Transfer, the transfer fee of ten thousand dollars (\$10,000.00) plus all brokerage commissions, finder fees, and similar charges incurred by us in connection with the Transfer, the receipt of which is a condition precedent to the approval of the Transfer;

12.5.1.4 If permitted by applicable law, the Franchisee/transferor and the transferee shall have executed a general release under oath where required, in a form satisfactory to Franchisor, of any and all claims against Franchisor, its parent, subsidiaries, affiliates, and their officers, directors, attorneys, shareholders, and employees, in their corporate and individual capacities, including, without limitation, claims arising under federal, state, and local laws, rules, and ordinances arising out of, or connected with, the performance of this Agreement or any other agreement to which the Franchisor is a party with the Franchisee;

12.5.1.5 The transferee shall demonstrate to Franchisor's sole satisfaction that it meets all of Franchisor's requirements for becoming a franchisee, including, without limitation, that it meets Franchisor's managerial and business standards then in effect for similarly situated franchisees; possesses a good moral character, business reputation, and satisfactory credit rating; is not a competitor of Franchisor; will comply with all instruction and training requirements of Franchisor and has the aptitude and ability to operate the Business (as may be evidenced by prior related business experience or otherwise); and

12.5.1.6 The transferee and/or its Designated Representative (as applicable) shall have completed, to Franchisor's satisfaction, the training then required by Franchisor.

12.5.2 If Franchisee or any person or entity holding any direct or indirect interest in Franchisee, this Agreement or the Business desires to make a Transfer for value, Franchisee shall notify Franchisor in writing of such intention and offer to sell or transfer such interest to Franchisor upon the terms and conditions set forth in such notice, which shall be at least as favorable as those offered by a bona fide third party, if any (and such notice shall include a copy of any such third party offer), net of any applicable real estate and/or business brokerage commissions, at Franchisor's option. If Franchisor and Franchisee cannot agree within thirty (30) days of such notice on the terms and conditions of such Transfer, or if Franchisor notifies Franchisee that it does not want to acquire such interest, Franchisee may sell or transfer such interest to a bona fide third party; provided that such Transfer is made within one hundred twenty (120) days after the expiration of any offer to Franchisor, that such Transfer is made at a net price and on terms and conditions no more favorable than those provided to Franchisor or offered in writing by such third party and provided in the notice to Franchisor, that all applicable requirements of this Article 12 are met, and in connection with such Transfer, that the Business shall continue to be operated pursuant to the System. The failure of Franchisor to exercise this option shall not constitute a waiver of any other provision of this Agreement, including all requirements of this Article 12, with respect to a proposed Transfer. In the event the consideration, terms and/or conditions offered by a third party are such that Franchisor may not reasonably be able or required to furnish the same consideration, terms and/or conditions, then Franchisor may purchase the interest proposed to be sold for the reasonable equivalent in cash. If the parties cannot agree within a reasonable time on the reasonable equivalent in cash of the consideration, terms, and/or conditions offered by the third party, an independent appraiser shall be designated by Franchisor, and his determination of such reasonable equivalent in case shall be binding upon both Franchisor and Franchisee.

12.6. Upon the death or mental or physical incapacity (as reasonably determined by an independent third party such as a licensed doctor or judicial authority) of any person with any direct or indirect interest in Franchisee and who has managerial responsibility for the operation of the Business, the executor, administrator, or personal representative of such person shall transfer such person's interest to a third party approved by Franchisor within six (6) months after the death or finding of incapacity. Such transfers shall be subject to the same conditions as any lifetime Transfer under Sections 12.2-12.5. If the heirs or beneficiaries of any such person are unable to meet all of the conditions in Sections 12.2-12.5 hereof, Franchisor may terminate this Agreement.

12.7. If Franchisee is an individual, Franchisee may transfer this Agreement to a corporation or limited liability company formed for the convenience of ownership after at least 15 days' written notice to Franchisor, provided, that:

12.7.1. the transferee entity conducts no business other than the operation of the Business;

12.7.2. you provide us with all formation documents for the transferee entity, with sufficient documentation detailing all holders of ownership interests in the transferee entity, such as operating agreements, corporate by-laws, stock ledgers, and similar documentation;

12.7.3. all persons signing this Agreement as Franchisee own all voting securities of the corporation or limited liability company;

12.7.4. all owners of a legal or beneficial interest in the transferee entity provide a personal guaranty of the transferee entity's obligations as the Franchisee under this Agreement;

12.7.5. you and the transferee entity execute any documents that we require in order to effectuate the transfer, which may include a general release in the form attached to this Agreement; and

12.7.6. Franchisor may require Franchisee to pay its reasonable costs associated with completing a transfer for convenience of ownership, but Franchisee shall not be required to pay Franchisor the ten-thousand-dollar (\$10,000.00) transfer fee set forth in Section 12.5.1.3.

13. DEFAULT AND TERMINATION

13.1. Franchisor may terminate this Agreement prior to the expiration of its Term upon the occurrence of any event of default described below.

13.1.1. Upon the occurrence of the following events of default, Franchisor may, at its option, and without waiving its rights under this Agreement or any other rights available at law or in equity, including its rights to damages, terminate this Agreement and all of Franchisee's rights hereunder effective immediately upon the date Franchisor gives written notice of termination:

13.1.1.1. automatically, without notice or action required by Franchisor, if Franchisee becomes insolvent or makes a general assignment for the benefit of creditors, or, unless otherwise prohibited by law, if a petition in bankruptcy is filed by Franchisee, or such a petition is filed against and consented to by Franchisee or not dismissed within thirty (30) days, or if a bill in equity or other proceeding for the appointment of a receiver of Franchisee or other custodian for Franchisee's Business or assets is filed and consented to by Franchisee, or if a receiver or other custodian (permanent or temporary) of Franchisee's assets or property, or any part thereof, is appointed; or if a final judgment in excess of five-thousand dollars (\$5,000.00) against Franchisee relating to the Business remains unsatisfied or of record for sixty (60) days or longer (unless a bond is filed or other steps are taken to effectively stay enforcement of such judgment in the relevant jurisdiction);

13.1.1.2. if Franchisee fails to commence operation of the Business as required by Article 7;

13.1.1.3. if Franchisee makes, or has made, any materially false statement or report to Franchisor in connection with this Agreement or application therefore;

13.1.1.4. if there is any violation of any transfer and assignment provision contained in Article 12 of this Agreement;

13.1.1.5. if Franchisee receives from Franchisor three (3) or more notices to cure the same or similar defaults or violations of this Agreement during any twelve (12) month period;

13.1.1.6. if Franchisee or its Principal Executive or Designated Representative fails to complete, to Franchisor's reasonable satisfaction, any of the training required pursuant to Section 7.4 of this Agreement;

13.1.1.7. if Franchisee violates any covenant of confidentiality or non-disclosure contained in Article 8 of this Agreement or otherwise discloses, uses, permits the use of, copies, duplicates, records, transmits or otherwise reproduces any manuals, materials, goods or information created or used by Franchisor and designated for confidential use within the System without Franchisor's prior approval;

13.1.1.8. if Franchisee or any person controlling, controlled by or under common control with Franchisee, or any principal officer or employee of Franchisee or any such person, owning an interest in the Business is convicted of a felony, or any other crime or offense that is reasonably likely, in the sole opinion of Franchisor, to affect adversely the System, the Marks, or the goodwill associated therewith;

13.1.1.9. if Franchisee or any guarantor(s) hereof default on any other agreement with Franchisor, or any affiliate or parent corporation of Franchisor, and such default is not cured in accordance with the terms of such other agreement; or

13.1.1.10. if Franchisee fails to perform or breaches any covenant, obligation, term, condition, warranty, or certification in this Agreement related to the Marks, including misuse of the Marks.

13.1.2. Upon the occurrence of the following events of default, Franchisor may, at its option, and without waiving its rights hereunder or any other rights available at law or in equity, including its rights to damages, terminate this Agreement and all of Franchisee's rights hereunder effective immediately upon the occurrence of, or the lapse of the specified period following, an event of default:

13.1.2.1. if Franchisee fails to pay any financial obligation pursuant to this Agreement (a) within five (5) days of the date on which Franchisor gives notice of such delinquency, (b) immediately upon written notice if such payment has not been made within sixty (60) days after the date on which it is required to be paid, or (c) immediately upon written notice if Franchisee is determined to have underreported its Gross Revenue during any month by two percent (2%) or more of the actual Gross Revenue during such month on two (2) or more occasions during the Term of this Agreement, whether or not Franchisee subsequently rectifies such deficiency;

13.1.2.2. if Franchisee fails, for a period of fifteen (15) days after notification of non-compliance by an appropriate authority to comply with any law or regulation applicable to the operation of the Business;

13.1.2.3. if Franchisee fails to perform or breaches any covenant, obligation, term, condition, warranty, or certification herein or fails to operate the Business as specified by Franchisor in the Operations Manual, fails to pay promptly any undisputed invoices from Franchisor or suppliers, and fails to cure such non-compliance or deficiency within thirty (30) days (or such longer term as granted by Franchisor) after Franchisor's written notice thereof;

13.1.2.4. if Franchisee abandons or ceases to operate all or any part of the Business conducted under this Agreement for seventy-two (72) hours or longer (except as otherwise provided herein) or defaults under any mortgage, deed of trust or lease with Franchisor or any third party covering the Business or the Site, fails to cure such abandonment or default and Franchisor or such third party treats such act or omission as a default, and Franchisee fails to cure such default to the satisfaction of Franchisor or such third party within any applicable cure period granted Franchisee by Franchisor or such third party; or

13.1.2.5. if Franchisor determines that Franchisee is not sufficiently servicing the customers in Franchisee's Territory, Franchisor, or its affiliate, after providing notice and an opportunity to cure such default, shall have the right, but not the obligation, to operate a Business in the Territory to satisfy such demands. This right shall be in addition to Franchisor's right to terminate this Agreement, and not in lieu of such right, or any other rights Franchisor may have against Franchisee, upon a failure to cure any default within the time provided by Franchisor. In the event that Franchisor or its affiliate exercises the rights described in this paragraph, Franchisee must reimburse Franchisor for all reasonable costs and overhead, if any, incurred in connection with its operation of the Business, including without limitation, costs of personnel for supervising and staffing, travel, and lodging.

14. POST-TERM OBLIGATIONS

14.1. Upon the expiration or termination of this Agreement, Franchisee shall immediately take the following actions (collectively, the "Post-Termination Obligations"):

14.1.1. cease operating the Business under the System. Franchisee shall not thereafter, directly or indirectly, represent to the public that the former franchised business is operated or in any way connected with Franchisor or the System or hold itself out as a present franchisee of Franchisor;

14.1.2. pay all sums owing to Franchisor, including those invoiced to Franchisee after this Agreement expires or is terminated. Upon termination of this Agreement pursuant to any default by Franchisee, such sums shall include, but not be limited to, actual and consequential damages, costs, and expenses (including reasonable attorneys' fees) incurred by Franchisor as a result of the termination;

14.1.3. return to Franchisor the Operations Manual and all trade secret and other confidential materials, equipment, and other property owned by Franchisor, and all copies thereof. Franchisee shall retain no copy or record of any of the foregoing; provided Franchisee may retain its copy of this Agreement, any correspondence between the parties, and any other document which Franchisee reasonably needs for compliance with any applicable provision of law;

14.1.4. take such action as may be required by Franchisor to transfer and assign to Franchisor or its designee or to disconnect and forward all telephone numbers, e-mail, internet and other electronic references and advertisements, and all trade and similar name registrations and business licenses, and to cancel any interest which Franchisee may have in the same; and

14.1.5. cease to use any methods, procedures, or techniques associated with the System; cease to use the Marks and any other marks and indicia of operation associated with the System, and any marks confusingly similar thereto, and remove all trade dress, physical characteristics, color combinations and other indications of operation under the System. Without limiting the generality of the foregoing, Franchisee agrees that in the event of any termination or expiration of this Agreement, it will deidentify the Business so as to make it not confusingly similar to Franchisor's standardized and recognizable indicia or colors. If Franchisee fails to make such alterations within fifteen (15) days after termination or expiration of this Agreement, Franchisee agrees that Franchisor or its designated

agents may enter upon the Site at any time to make such alterations, at Franchisee's sole risk and expense, without liability for trespass.

14.2. The obligations set forth in this Article 14 shall survive the expiration or termination of this Agreement.

15. INSURANCE

15.1. Franchisee shall, at its expense and no later than the beginning of operations of the Business as provided in Article 8, procure and maintain in full force and effect throughout the Term of this Agreement the types of insurance enumerated in the Operations Manual or otherwise in writing which shall be in such amounts as may from time to time be required by Franchisor and which shall designate Franchisor as an additional named insured, including, but not limited to, the following:

15.1.1. employer's liability and workers' compensation insurance as prescribed by law; and

15.1.2. comprehensive general liability insurance covering the operation of the Business, including owned and non-owned motor vehicle insurance and products liability insurance.

15.2. Franchisee shall make timely delivery of certificates of all required insurance to Franchisor. Franchisee shall not cancel or materially alter any insurance policy required under this Article 15 without providing at least thirty (30) days' prior written notice to Franchisor.

15.3. The procurement and maintenance of such insurance shall not relieve Franchisee of any liability to Franchisor under any indemnity requirement of this Agreement.

15.4. Should Franchisee fail to maintain the required insurance, Franchisor may elect to maintain coverage for Franchisee and recover from Franchisee the amount of such costs and premiums.

16. TAXES, PERMITS, AND INDEBTEDNESS

16.1. Franchisee shall promptly pay when due, any and all federal, state, and local taxes, including without limitation unemployment and sales taxes, levied, or assessed with respect to any services or products furnished, used or licensed pursuant to this Agreement and all accounts or other indebtedness of every kind incurred by Franchisee in the operation of the Business.

16.2. Franchisee shall comply with all federal, state, and local laws, rules, and regulations, and timely obtain any and all permits, certificates, and licenses for the full and proper conduct of the Business.

16.3. Franchisee hereby expressly covenants and agrees to accept full and sole responsibility for any and all debts and obligations incurred in the operation of the Business.

17. INDEMNIFICATION AND INDEPENDENT CONTRACTOR

17.1. Franchisee agrees to protect, defend, indemnify, and hold Franchisor, and its respective members, managers, directors, officers, agents, attorneys, and shareholders (jointly and severally, "Indemnitees") harmless and to promptly reimburse Indemnitees for, from and against all claims, actions, proceedings, damages, costs, expenses, and other losses and liabilities, consequently, directly or indirectly incurred (including without limitation, attorneys' and accountants' fees) as a result of, arising out of, or connected with the operation of the Business, including the operation of the equipment and use of the Marks. Franchisee also expressly indemnifies the Indemnitees for all costs incurred related to Franchisee's default under this Agreement.

17.2. In all dealings with third parties including, without limitation, employees, suppliers and customers, Franchisee shall disclose in an appropriate manner acceptable to Franchisor that it is an independent entity licensed by Franchisor. Nothing in this Agreement is intended by the parties hereto to create a fiduciary relationship between them nor to constitute Franchisee an agent, legal representative, subsidiary, joint venturer, partner, employee, or servant of Franchisor for any purpose whatsoever. It is understood and agreed that Franchisee is an independent contractor and is in no way authorized to make any contract, warranty, or representation or to create any obligation on behalf of Franchisor.

18. WRITTEN APPROVALS, WAIVERS, FORMS OF AGREEMENT, AND AMENDMENT

18.1. Whenever this Agreement requires, or Franchisee desires to obtain, Franchisor's approval, Franchisee shall make a timely written request. Unless a different time period is specified in this Agreement, Franchisor shall use commercially reasonable efforts to respond with its approval or disapproval within sixty (60) days of receipt of such request. If Franchisor has not specifically approved a request within such sixty-day (60-day) period, such failure to respond shall not be deemed approval of any such request.

18.2. No failure of Franchisor to exercise any power reserved to it by this Agreement and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Franchisor's right to demand exact compliance with any of the terms of this Agreement. No waiver or approval by Franchisor of any particular breach or default by Franchisee, nor any delay, forbearance or omission by Franchisor to act or give notice of default or to exercise any power or right arising by reason of such default hereunder, nor acceptance by Franchisor of any payments due hereunder, shall be considered a waiver or approval by Franchisor of any preceding or subsequent breach or default by Franchisee of any term, covenant or condition of this Agreement.

18.3. No warranty or representation is made by Franchisor that all System franchise agreements heretofore or hereafter issued by Franchisor do or will contain terms substantially similar to those contained in this Agreement. Further, Franchisee recognizes and agrees that Franchisor may, in its reasonable business judgment, due to local business conditions or otherwise, waive or modify comparable provisions of other franchise agreements heretofore or hereafter granted to other System franchisees in a non-uniform manner, unless otherwise required by this Agreement or by law.

18.4. No amendment, change, or variance from this Agreement shall be binding upon either Franchisor or Franchisee except by mutual written agreement. If an amendment of this Agreement is executed at Franchisee's request, any legal fees, or costs of preparation in connection therewith shall, at the option of Franchisor, be paid by Franchisee.

19. ENFORCEMENT

19.1. In order to ensure compliance with this Agreement and to enable Franchisor to carry out its obligations under this Agreement, Franchisee agrees that Franchisor and its designated agents shall be permitted, with or without notice, full, and complete access during business hours to inspect the Site and all records thereof including, but not limited to, records relating to Franchisee's customers, suppliers, employees, and agents. Franchisee shall cooperate fully with Franchisor and its designated agents requesting such access.

19.2. Franchisor or its designee shall be entitled to obtain, without bond, declarations, temporary and permanent injunctions, and/or orders of specific performance, to enforce the provisions of this Agreement relating to Franchisee's use of the Marks, the Post-Termination Obligations of Franchisee upon termination or expiration of this Agreement, the protection of Franchisor's confidential and proprietary information (including without limitation the Operations Manual), and the provisions of this Agreement relating to any unauthorized assignment or transfer of the Business and ownership interests in Franchisee, as well as to prohibit any act or omission by Franchisee or its employees which constitutes a violation of any applicable law or regulation, which is dishonest or misleading to prospective or current customers of

businesses operated under the System, which constitutes a danger to other franchisees, employees, customers or the public, or which may impair the goodwill associated with the Marks.

19.3. If Franchisor secures any declaration, injunction or order of specific performance pursuant to Section 19.2 hereof, if any provision of this Agreement is enforced at any time by Franchisor or if any amounts due from Franchisee to Franchisor are, at any time, collected by or through an attorney at law or collection agency, Franchisee shall be liable to Franchisor for all costs and expenses of enforcement and collection including, but not limited to, court costs, expenses, and reasonable attorneys' fees.

20. NOTICES

20.1. Any notice required to be given hereunder shall be in writing and shall be either mailed by certified mail, return receipt requested, or delivered by a recognized courier service, receipt acknowledged. Notices to Franchisee shall be addressed to it at the address listed in Attachment A of this Agreement. Notices to Franchisor shall be addressed to it at the address listed in Article 1 of this Agreement, Attention: Joe Martino. Any notice complying with these provisions shall be deemed to be given three (3) days after mailing, or on the date of receipt, whichever is earlier. Each party shall have the right to designate any other address for such notices by giving notice in the foregoing manner, and in such event all notices to be mailed after receipt of such notice shall be sent to such other address.

21. GOVERNING LAW AND DISPUTE RESOLUTION

21.1. Choice of Law. This Agreement is accepted by Franchisor in the State of Virginia and shall be governed by and construed in accordance with Virginia law, which laws shall prevail in the event of any conflict. Franchisee irrevocably submits to the jurisdiction of state or federal court of general jurisdiction in Northern Virginia and waives any objection it may have to either jurisdiction or venue of such court.

21.2. Mediation and Arbitration. Any and all disputes arising from or relating to the parties' relationship, or this Agreement, shall first be subject to mandatory mediation which shall be conducted and completed in Northern Virginia within thirty (30) days of written demand therefor. Any disputes not resolved by mandatory mediation shall be resolved by binding arbitration within one-hundred twenty (120) days of the initial written demand therefor. The arbitration hearing shall be held in Northern Virginia pursuant to the Commercial Arbitration Rules of the American Arbitration Association. The arbitration award shall be reviewable only by state or federal courts in or having jurisdiction over Northern Virginia only for clear error of fact or law and on any additional statutory grounds for vacationing or reversing an arbitration award. Franchisor shall be entitled to recover its reasonable attorneys' fees and litigation costs and expenses including expert witness fees if it is the substantially prevailing party in any arbitration or litigation relating to this Agreement or the parties' relationship. Nothing contained herein shall preclude any party from commencing a suit in court for temporary or preliminary injunctive relief to prevent irreparable harm pending the arbitration decision, provided that any such suit for temporary or preliminary injunctive relief shall be commenced and maintained exclusively in state or federal courts in or having jurisdiction over Northern Virginia.

21.3. Third-Party Beneficiaries. Franchisor's officers, directors, shareholders, agents, and/or employees are express third-party beneficiaries of this Agreement and the mediation and other dispute resolution provisions contained herein, each having authority to specifically enforce the right to mediate and litigate claims asserted against such person(s) by Franchisee.

21.4. Injunctive Relief. Nothing in this Agreement will prevent Franchisor from seeking to obtain injunctive relief, without posting a bond, against threatened conduct that will cause Franchisor loss or damages, under the usual equity rules, including the applicable rules for obtaining restraining orders and preliminary and permanent injunctions. If injunctive relief is granted, Franchisee's only remedy will be the court's dissolution of the injunctive relief. If the injunctive relief was wrongfully issued, Franchisee expressly waives all claims for damages Franchisee incurred as a result of the wrongful issuance.

21.5. JURY TRIAL AND CLASS ACTION WAIVER. THE PARTIES HEREBY AGREE TO WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM, WHETHER AT LAW OR EQUITY, REGARDLESS OF WHICH PARTY BRINGS SUIT. THIS WAIVER SHALL APPLY TO ANY MATTER WHATSOEVER BETWEEN THE PARTIES HERETO WHICH ARISES OUT OF OR IS RELATED IN ANY WAY TO THIS AGREEMENT, THE PERFORMANCE OF EITHER PARTY, AND/OR FRANCHISEE'S PURCHASE FROM FRANCHISOR OF THE FRANCHISE AND/OR ANY GOODS OR SERVICES. THE PARTIES AGREE THAT ALL PROCEEDINGS, WHETHER LITIGATION, MEDIATION, OR ARBITRATION WILL BE CONDUCTED ON AN INDIVIDUAL, NOT A CLASS-WIDE BASIS, AND THAT ANY PROCEEDING BETWEEN FRANCHISEE AND FRANCHISEE'S PRINCIPALS AND YOU, AND FRANCHISOR OR ITS AFFILIATES OR EMPLOYEES, MAY NOT BE CONSOLIDATED WITH ANY OTHER PROCEEDING BETWEEN FRANCHISOR AND ANY OTHER PERSON OR ENTITY.

21.6. Limitation on Action. Franchisee further agrees that no cause of action arising out of or under this Agreement may be maintained by Franchisee unless brought before the expiration of one (1) year after the act, transaction, or occurrence upon which such action is based or the expiration of one (1) year after the Franchisee becomes aware of facts or circumstances reasonably indicating that Franchisee may have a claim against the Franchisor, whichever occurs sooner, and that any action not brought within this period shall be barred as a claim, counterclaim, defense or set-off.

21.7. Franchisee Waiver. Franchisee hereby waives the right to obtain any remedy based on alleged fraud, misrepresentation, or deceit by Franchisor, including, without limitation, rescission of this Agreement, in any mediation, arbitration, judicial, or other adjudicatory proceeding arising hereunder, except upon a ground expressly provided in this Agreement, or pursuant to any right expressly granted by any applicable statute expressly regulating the sale of franchises, or any regulation or rules promulgated thereunder.

21.8. Waiver of Punitive Damages. Franchisee waives to the fullest extent permitted by law any right to or claim for any punitive, exemplary, incidental, indirect, special, or consequential damages (including, without limitation, lost profits) which it may have against Franchisor, arising out of any cause whatsoever (whether such cause be based in contract, negligence, strict liability, other tort, or otherwise) and agrees that in the event of a dispute, Franchisee's recovery shall be limited to actual damages. If any other term of this Agreement is found or determined to be unconscionable or unenforceable for any reason, the foregoing provisions shall continue in full force and effect, including, without limitation, Franchisee's waiver of any right to claim any consequential damages.

21.9. Costs and Attorney's Fees. If Franchisee is in breach or default of any monetary or non-monetary material obligation under this Agreement or any related agreement between Franchisee and Franchisor, and/or Franchisor's affiliates, and Franchisor engages an attorney to enforce Franchisor's rights (whether or not formal judicial proceedings are initiated), Franchisee must pay all reasonable attorneys' fees, court costs, and litigation expenses Franchisor incurs. If Franchisee institutes any legal action to interpret or enforce the terms of this Agreement, and Franchisee's claim in such action is denied or the action is dismissed, Franchisor is entitled to recover Franchisor's reasonable attorneys' fees, and all other reasonable costs and expenses incurred in defending against same, and to have such an amount awarded as part of the judgment in the proceeding.

22. SEVERABILITY AND CONSTRUCTION

22.1. This Agreement and the documents referred to herein constitute the entire agreement between you and us with respect to the Business and supersede all prior discussions, understandings, representations, and agreements concerning the same subject matter. Notwithstanding the foregoing, nothing in this Agreement shall disclaim or require you to waive reliance on any representations that we made in the Franchise Disclosure Document (the "FDD") that we delivered to you or your representatives. This Agreement includes the terms and conditions on Attachment A, which are incorporated into this Agreement by this reference.

22.2. Should any provision of this Agreement be for any reason held invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be deemed restricted in application to the extent required to render it valid; and the remainder of this Agreement shall in no way be affected and shall remain valid and enforceable for all purposes, both parties hereto declaring that they would have executed this Agreement without inclusion of such provision. In the event such total or partial invalidity or unenforceability of any provision of this Agreement exists only with respect to the laws of a particular jurisdiction, this paragraph shall operate upon such provision only to the extent that the laws of such jurisdiction are applicable to such provision. Each party agrees to execute and deliver to the other any further documents that may be reasonably required to effectuate fully the provisions hereof. Franchisee understands and acknowledges that Franchisor shall have the right, in its sole discretion, on a temporary or permanent basis, to reduce the scope of any covenant or provision of this Agreement binding upon Franchisee, or any portion hereof, without Franchisee's consent, effective immediately upon receipt by Franchisee of written notice thereof; and Franchisee agrees that it will comply forthwith with any covenant as so modified, which shall be fully enforceable.

22.3. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but such counterparts together shall constitute one and the same instrument.

22.4. The table of contents, headings, and captions contained herein are for the purposes of convenience and reference only and are not to be construed as a part of this Agreement. All terms and words used herein shall be construed to include the number and gender as the context of this Agreement may require. The parties agree that each section of this Agreement shall be construed independently of any other section or provision of this Agreement.

23. CONFIDENTIALITY

23.1. All terms and provisions of this Agreement shall be kept in strict confidence. The terms and provisions of this Agreement may be revealed only with the written permission of Franchisor or by an order from an arbitrator or court.

FOR MARYLAND FRANCHISEES: 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.

[SIGNATURE PAGE FOLLOWS]

Signature Page to the Franchise Agreement

IN WITNESS WHEREOF, the parties have duly signed and delivered this Agreement as dated below.

FRANCHISEE:

[FRANCHISEE]

By:

Name:

Title:

Date:

FRANCHISOR:

DUMPSTOR FRANCHISING, LLC

By:

Name:

Title:

Date:

ATTACHMENT A

FRANCHISEE SPECIFIC TERMS

Effective Date:

Franchisee Name:

Ownership of Franchise:

Owner Name	Ownership Percentage
	%
	%

Franchisee Address:

Franchisee Phone:

Franchisee Email:

Principal Executive:

Designated Representative:

DumpBag: YES _____ NO _____

Franchise Fee:

Protected Territory:

[Attach map or list of distinguishing territory features such as list of zip codes]

FRANCHISEE:

[FRANCHISEE]

By:

Name:

Title:

FRANCHISOR:

DUMPSTOR FRANCHISING, LLC

By:

Name:

Title:

SCHEDULE 1 TO ATTACHMENT A

LOCATION ACCEPTANCE LETTER

(to be completed after site selection and acceptance)

Date:

1. **Preservation of Agreement.** Except as specifically set forth in this letter, the Franchise Agreement shall remain in full force and effect in accordance with its terms and conditions. This letter is attached to and upon execution becomes an integral part of the Franchise Agreement.

2. **Authorized Location.** The Authorized Location shall be the following:

3. **Protected Territory.** Pursuant to the Franchise Agreement, Franchisee's Protected Territory will be defined as follows (if identified on a map, please attach map and reference attachment below):

FRANCHISOR:

DUMPSTOR FRANCHISING, LLC

By:

Name:

Title:

ATTACHMENT B

PERSONAL GUARANTY OF OWNER/SHAREHOLDER

This Personal Guaranty and Assumption of Obligations (this “Guaranty”) is given by the undersigned individuals identified as the owners of Franchisee in Attachment A.

In consideration of, and as an inducement to, the execution of that certain franchise agreement of even date herewith (“Franchise Agreement”) by the parties listed as Franchisor and Franchisee in the Franchise Agreement, the undersigned hereby personally and unconditionally, jointly and severally: guaranties to Franchisor and its successors and assigns, for the Term of the Franchise Agreement and, including any renewal thereof, as provided in the Franchise Agreement, that Franchisee shall punctually pay and perform each and every undertaking, agreement and covenant stated in the Agreement and any documents, agreements, and instruments signed with or in connection with the Franchise Agreement (collectively, the “Franchise Documents”); and (2) agrees to be personally bound by, and personally liable for the breach of, each and every provision in the Franchise Documents applicable to the owners of Franchisee.

The undersigned waives:

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

The undersigned consents and agrees that:

1. the undersigned’s direct and immediate liability under this Guaranty shall be joint and several with all signatories to this and similar guaranties of Franchisee’s obligations;
2. the undersigned shall render any payment or performance required under the Franchise Agreement upon demand if Franchisee fails or refuses punctually to do so;
3. this Guaranty shall apply to any claims Franchisor may have due to return of any payments or property Franchisor may have received from Franchisee as a preference, fraudulent transfer or conveyance or the like in any legal proceeding;
4. such liability shall not be contingent or conditioned upon pursuit by Franchisor of any remedies against Franchisee or any other person; and
5. 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 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 in any way modify or amend this

Guaranty, which shall be continuing and irrevocable during and after the terms of the Franchise Documents, as the same may be amended or renewed, until Franchisee's duties and obligations to Franchisor are fully discharged and satisfied.

All capitalized terms when used shall have the meanings ascribed to them in the Franchise Agreement.

This Guaranty shall be governed, construed, and interpreted in accordance with the substantive laws of the state where Franchisor has its principal place of business at the time a dispute arises, without giving effect to its conflicts of law principles.

IN WITNESS WHEREOF, each of the undersigned has affixed his signature as dated below.

GUARANTOR(S):

(add signature lines as necessary)

By:

Name:

Date:

ATTACHMENT C

FRANCHISEE QUESTIONNAIRE/COMPLIANCE CERTIFICATION

DO NOT SIGN THIS STATEMENT IF YOU ARE A RESIDENT OF, OR INTEND TO OPERATE THE FRANCHISED BUSINESS IN, ANY OF THE FOLLOWING STATES: CA, HI, IL, IN, MD, MI, MN, NY, ND, RI, SD, VA, WA, WI (EACH A REGULATED STATE).

DO NOT COMPLETE OR SIGN THIS QUESTIONNAIRE/COMPLIANCE CERTIFICATION IF YOU ARE A RESIDENT OF MARYLAND OR THE BUSINESS IS TO BE OPERATED IN MARYLAND.

As you know, DumpStor Franchising, LLC (“we”, “us”), and you are preparing to enter into a franchise agreement for the right to operate a DumpStor franchise (each, a “Business”). The purpose of this questionnaire is to: (i) determine whether any statements or promises were made to you that we have not authorized or that may be untrue, inaccurate, or misleading; (ii) be certain that you have been properly represented in this transaction; and (iii) be certain that you understand the limitations on claims you may make by reason of the purchase and operation of your franchise. **You cannot sign or date this questionnaire the same day as the Receipt for the Franchise Disclosure Document, but you must sign and date it the same day you sign the Franchise Agreement and pay us the appropriate franchisee fee.** Please review each of the following questions carefully and provide honest responses to each question. If you answer “No” to any of the questions below, please explain your answer on the back of this sheet.

- Y/N _____ 1. Have you received and personally reviewed the Franchise Agreement, as well as each exhibit or schedule attached to these agreements that you intend to enter into with us?
- Y/N _____ 2. Have you received and personally reviewed the Franchise Disclosure Document we provided?
- Y/N _____ 3. Did you sign a receipt for the Disclosure Document indicating the date you received it?
- Y/N _____ 4. Do you understand all the information contained in the Disclosure Document and the Franchise Agreement you intend to enter into with us?
- Y/N _____ 5. Have you reviewed the Disclosure Document and Franchise Agreement with a lawyer, accountant or other professional advisor and discussed the benefits and risks of operating the Business(es) with these professional advisor(s)?
- Y/N _____ 6. Do you understand we have only granted you certain, limited territorial rights under the Franchise Agreement, and that we have reserved certain rights under the Franchise Agreement?
- Y/N _____ 7. Do you understand we and our affiliates retain the exclusive unrestricted right to engage, directly or through others, in the providing of services under the System mark or any other mark at any location outside your Territory under the Franchise Agreement, without regard to the proximity of these activities to the premises of your Business(es)?
- Y/N _____ 8. Do you understand all disputes or claims you may have, arising from, or relating to the Franchise Agreement must be mediated and/or arbitrated, at our option, at our then-current headquarters?

- Y/N _____ 9. Do you understand the Franchise Agreement provides that you can only collect compensatory damages on any claim under or relating to the Franchise Agreement and are not entitled to any punitive, consequential, or other special damages?
- Y/N _____ 10. Do you understand the sole entity or person against whom you may bring a claim under the Franchise Agreement is us?
- Y/N _____ 11. Do you understand that the Franchisee (or one of its principals if Franchisee is an organization), as well as any Principal Executive(s) (as defined in the Franchise Agreement), must successfully complete the appropriate initial training program(s) before we will allow the Business to open or consent to a transfer of that Business?
- Y/N _____ 12. Do you understand that we require you to successfully complete certain initial training program(s) and if you do not successfully complete the applicable training program(s) to our satisfaction, we may terminate your Franchise Agreement?
- Y/N _____ 13. Do you understand that we do not have to sell you a franchise or additional franchises or consent to your purchase of existing franchises (other than those that you timely fulfill your development obligations and have contracted to open under the Area Development Agreement, provided you have not materially breached that agreement and failed to timely cure that breach)?
- Y/N _____ 14. Do you understand that we will send written notices, as required by your Franchise Agreement, to either your Business or home address until you designate a different address by sending written notice to us?
- Y/N _____ 15. Do you understand that we will not approve your purchase of a franchise, or we may immediately terminate your Franchise Agreement, if we are prohibited from doing business with you under any anti-terrorism law enacted by the United States Government?
- Y/N _____ 16. Is it true that no broker, employee, or other person speaking on our behalf made any statement or promise regarding the costs involved in operating a Business that is not contained in the Disclosure Document or that is contrary to, or different from, the information contained in the Disclosure Document?
- Y/N _____ 17. Is it true that no broker, employee, or other person speaking on our behalf made any statement or promise regarding the actual, average, or projected profits or earnings, the likelihood of success, the amount of money you may earn, or the total amount of revenue a Business will generate, that is not contained in the Disclosure Document or that is contrary to, or different from, the information contained in the Disclosure Document?
- Y/N _____ 18. Is it true that no broker, employee, or other person speaking on our behalf made any statement or promise or agreement, other than those matters addressed in your Franchise Agreement and/or Development Agreement concerning advertising, marketing, media support, marketing penetration, training, support service or assistance that is contrary to, or different from, the information contained in the Disclosure Document?
- Y/N _____ 19. Is it true that no broker, employee, or other person providing services to you on our behalf has solicited or accepted any loan, gratuity, bribe, gift or any other payment in money, property, or services from you in connection with a Business purchase with exception of those payments or loans provided in the Disclosure Document?

GIVE A COMPLETE EXPLANATION OF ANY NEGATIVE RESPONSES AT THE BOTTOM OF THIS PAGE (REFER TO QUESTION NUMBER)

YOU UNDERSTAND THAT YOUR ANSWERS ARE IMPORTANT TO US AND THAT WE WILL RELY ON THEM. BY SIGNING THIS QUESTIONNAIRE, YOU ARE REPRESENTING THAT YOU HAVE CONSIDERED EACH QUESTION CAREFULLY AND RESPONDED TRUTHFULLY TO THE ABOVE QUESTIONS.

FRANCHISEE APPLICANT(S):

(add signature lines as necessary)

By:

Name:

Date:

Question Number	Explanation of Negative Response

EXHIBIT F

FORM OF GENERAL RELEASE

GENERAL RELEASE OF CLAIMS

[This is our current standard form of General Release. This document is not signed when you purchase a franchise. In circumstances such as a renewal of your franchise or as a condition of our approval of a sale of your franchise, we may require you to sign a general release.]

This General Release of Claims (“Release”) is made as of the date signed below, by the individual or entity listed below as franchisee (“Franchisee”), and each individual holding an ownership interest in Franchisee (collectively with Franchisee, “Releasor”) in favor of DumpStor Franchising, LLC (“Franchisor,” and together with Releasor, the “Parties”).

WHEREAS, Franchisor and Franchisee have entered into a Franchise Agreement (“Agreement”) pursuant to which Franchisee was granted the right to own and operate a DumpStor business;

WHEREAS, [Franchisee has notified Franchisor of its desire to transfer the Agreement and all rights related thereto, or an ownership interest in Franchisee, to a transferee/enter into a successor franchise agreement/amend the Agreement] OR [the Agreement is being terminated/or indicate other reason for the requirement of this waiver and release], and Franchisor has consented to such; and

WHEREAS, as a condition to Franchisor’s consent, Releasor has agreed to execute this Release upon the terms and conditions stated below.

NOW, THEREFORE, in consideration of Franchisor’s consent, and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and intending to be legally bound, Releasor hereby agrees as follows:

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

2. Release. Releasor and its subsidiaries, affiliates, parents, divisions, successors and assigns, and all persons or firms claiming by, through, under, or on behalf of any or all of them, hereby release, acquit, and forever discharge Franchisor, any and all of its affiliates, parents, subsidiaries, or related companies, divisions, and partnerships, and its and their past and present officers, directors, agents, partners, shareholders, employees, representatives, successors and assigns, and attorneys, and the spouses of such individuals (collectively, the “Released Parties”), from any and all claims, liabilities, damages, expenses, actions, or causes of action which Releasor may now have or has ever had, whether known or unknown, past or present, absolute or contingent, suspected or unsuspected, of any nature whatsoever, including without limiting the generality of the foregoing, all claims, liabilities, damages, expenses, actions, or causes of action directly or indirectly arising out of or relating to the execution and performance of the Agreement and the offer and sale of the franchise related thereto, except to the extent such liabilities are payable by the applicable indemnified party in connection with a third party claim.

3. Nondisparagement. Releasor expressly covenants and agrees not to make any false representation of facts, or to defame, disparage, discredit, or deprecate any of the Released Parties or otherwise communicate with any person or entity in a manner intending to damage any of the Released Parties, their business, or their reputation.

4. Confidentiality. Releasor agrees to hold in strictest confidence and not disclose, publish, or use the existence of, or any details relating to, this Agreement to any third party without Franchisor’s express

written consent, except as required by law.

5. Miscellaneous.

a. Releasor agrees that it has read and fully understands this Release and that the opportunity has been afforded to Releasor to discuss the terms and contents of said Release with legal counsel and/or that such a discussion with legal counsel has occurred.

b. This Release shall be construed and governed by the laws of the state where the Franchised Business is located.

c. Each individual and entity that comprises Releasor shall be jointly and severally liable for the obligations of Releasor.

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

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

f. This Release constitutes the entire agreement and, as such, supersedes all prior oral and written agreements or understandings between and among the Parties regarding the subject matter hereof. This Release may not be modified except in a writing signed by all the Parties. This Release may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same document.

g. If one or more of the provisions of this Release shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect or impair any other provision of this Release, but this Release shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein.

h. Releasor agrees to do such further acts and things and to execute and deliver such additional agreements and instruments as any Released Party may reasonably require to consummate, evidence, or confirm the Release contained herein in the matter contemplated hereby.

[Signature Page follows]

Signature Page to General Release Form

IN WITNESS WHEREOF, Releasor has executed this Release as of the date signed below.

FRANCHISEE:

[FRANCHISEE]

By:

Name:

Title:

Date:

FRANCHISEE'S OWNERS:

(add more lines signature lines as necessary)

By:

Name:

Date:

By:

Name:

Date:

EXHIBIT G

FORM OF NONDISCLOSURE AND NONCOMPETE AGREEMENT

[THIS EXHIBIT IS FOR REFERENCE PURPOSES ONLY AS A SAMPLE FORM CONFIDENTIALITY AGREEMENT THAT FRANCHISOR MAY APPROVE FOR USE BY FRANCHISEE – BEFORE USING WITH AN EMPLOYEE OR CONTRACTOR FRANCHISEE SHOULD HAVE THIS AGREEMENT REVIEWED AND APPROVED BY AN INDEPENDENT LOCAL ATTORNEY HIRED BY FRANCHISEE.]



CONFIDENTIALITY AND RESTRICTIVE COVENANT AGREEMENT

[Sample ONLY]

This Agreement (the “Agreement”) is entered into by the undersigned (“you”) in favor of:

[On the Line Below, Insert Name of Franchisee that Owns and Operates the DumpStor Franchised Business]

_____ (hereinafter referred to as “us”, “our” or “we”)

Recitals and Representations

WHEREAS, we are the owners of a licensed DumpStor Business (hereinafter referred to as the “DumpStor Business”) that we independently own and operate as a franchisee;

WHEREAS, you are or are about to be an employee, independent contractor, officer and/or director of a DumpStor Business that is independently owned and operated by us;

WHEREAS, in the course of your employment, independent contractor relationship and/or association with us, you may gain access to Confidential Information (defined below in this Agreement) and you understand that it is necessary to protect the Confidential Information and for the Confidential Information to remain confidential;

WHEREAS, our franchisor, DumpStor Franchising, LLC is not a party to this agreement and does not own or manage the DumpStor Business but is an intended third-party beneficiary of this Agreement; and

WHEREAS, this Agreement is not an employment agreement and is only a confidentiality agreement in connection with information, materials and access that may be provided to you in connection with the DumpStor Business.

NOW THEREFORE, you acknowledge and agree as follows:

1. Recitals and Representations. You agree that the foregoing Recitals and Representations are true and accurate and shall constitute a part of this Agreement and are hereby incorporated into the main body of this Agreement.

2. Definitions. For purposes of this Agreement, the following terms have the meanings given to them below:

“Business Management System” refers to and means the software and/or internet or cloud-based system and/or systems, point of sale system or systems and customer relationship management system or systems as used in connection with the operations of the DumpStor Business.

“Business Management System Data” refers to and means the forms, data, tools, customer information, inventory and sales information, and other information that is entered into and/or maintained on the Business Management System of the DumpStor Business.

“Confidential Information” refers to and means: (a) non-public methods, specifications, standards, policies, procedures, information, concepts, programs and systems relating to the development, establishment,

marketing, promotion and operation of the DumpStor Business; (b) information concerning customers, customer lists, email lists, database lists, product sales, operating results, financial performance and other financial data of the DumpStor Business; (c) customer lists and information related to the DumpStor Business; (d) Business Management System Data; (e) current and future information contained in the DumpStor Operations Manual made available to the DumpStor Business by DumpStor Franchising, LLC; and (f) production and service procedures that are not disclosed to the public but used by the DumpStor Business.

“Digital Media” refers to and means any interactive or static electronic document, application or media including, but not limited to, www.dumpstor.com, social media platforms and applications such as Facebook, LinkedIn, Twitter, Pinterest, Instagram, Snapchat, YouTube, and world wide web and internet based directories and local directories that refers, references, identifies, reviews, promotes and/or relates, in any way, to the DumpStor Business or other DumpStor Businesses.

“Licensed Marks” refers to and means the word marks, trademarks, service marks, and logos now or hereafter utilized in the operation of a DumpStor Business, including, but not limited to, the “DumpStor” word mark, associated logos, and any other trademarks, service marks or trade names that we designate for use in a DumpStor Business.

“Operations Manual” refers to and means the confidential operations manual made available to the DumpStor Business by our franchisor or as otherwise designated by us. The Operations Manual may consist of one or more volumes, handbooks, manuals, written materials, video, electronic media files, cloud/internet-based list-service, intra-net, internet based and accessed databases, computer media, webinars and other materials as may be modified, added to, replaced, or supplemented.

“Trade Dress” refers to and means the DumpStor Business designs, images, marketing materials, packaging, branding and/or branding images used in connection with the operation of the DumpStor Business.

3. Your Access to Confidential Information. In addition to the representations and acknowledgments contained in the Recitals and Representations, above, you acknowledge and represent that in your capacity as an employee, independent contractor, officer and/or director of the DumpStor Business that you will be gaining access to, among other things, the Confidential Information. You acknowledge that the terms of this Agreement are fair and reasonable.

4. Protection of the Confidential Information. You agree that: (i) you will not use the Confidential Information in any business or capacity other than the DumpStor Business; (ii) you will maintain the confidentiality of the Confidential Information at all times; (iii) you will not make unauthorized copies of documents containing the Confidential Information; (iv) you will take such reasonable steps as we may ask of you from time to time to prevent unauthorized use or disclosure of the Confidential Information; and (v) you will stop using the Confidential Information immediately at our request or demand. You will not use the Confidential Information for any purpose other than for the performance of your duties on behalf of us and in accordance with the scope of your work with us.

5. Reasonableness of Covenants and Restrictions. You agree that: (i) the terms of this Agreement are reasonable and fair and that you have sufficient resources and business experience and opportunities to earn an adequate living while complying with the terms of this Agreement. **You hereby waive any right to challenge the terms of this Agreement as being overly broad, unreasonable, or otherwise unenforceable.**

6. Breach. You agree that failure to comply with the terms of this Agreement will cause irreparable harm to us and to our franchisor, DumpStor Franchising, LLC, and other DumpStor Business franchisees for which there is no adequate remedy at law. Therefore, you agree that any violation of these covenants will entitle us or our franchisor, DumpStor Franchising, LLC, to injunctive relief. You agree that we and/or our franchisor, DumpStor Franchising, LLC, may apply for such injunctive relief, without bond, but upon DumpStor Franchising, LLC

due notice, in addition to such further and other relief as may be available at equity or law, and the sole remedy of yours, in the event of the entry of such injunction, will be the dissolution of such injunction, if warranted, upon hearing duly held (all claims for damages by reason of the wrongful issuance of any such injunction being expressly waived hereby). If a court requires the filing of a bond notwithstanding the preceding sentence, you agree that the amount of the bond shall not exceed one thousand dollars (\$1,000.00). None of the remedies available to us under this Article are exclusive of any other, but may be combined with others under this Agreement, or at law or in equity, including injunctive relief, specific performance, and recovery of monetary damages.

7. Miscellaneous.

(a) If we hire an attorney or files suit against you because you have breached this Agreement and if we prevail in such lawsuit, you agree to pay the reasonable attorney fees and costs that we incur.

(b) Each section of this Agreement, including each subsection and portion thereof, is severable. In the event that any section, subsection, or portion of this Agreement is unenforceable, it shall not affect the enforceability of any other section, subsection, or portion; and each party to this Agreement agrees that the court may impose such limitations on the terms of this Agreement as it deems in its discretion necessary to make such terms reasonable in scope, duration, and geographic area.

YOU ACKNOWLEDGE THAT THIS IS NOT AN EMPLOYMENT AGREEMENT.

YOU ACKNOWLEDGE AND AGREE THAT OUR FRANCHISOR, DUMPSTOR FRANCHISING, LLC, IS NOT A PARTY TO THIS AGREEMENT BUT IS AN INTENDED THIRD-PARTY BENEFICIARY OF THIS AGREEMENT.

IN WITNESS WHEREOF, each of the undersigned has executed this Agreement as of the date or dates set forth below.

RESTRICTED PARTY

Signature:

Name:

Date:

EXHIBIT H

ELECTRONIC FUNDS TRANSFER AUTHORIZATION FORM

Bank Name:

ABA Number:

Account Number:

Account Name:

Effective as of the date of the signature below, _____ (the "Franchisee") hereby authorizes DumpStor Franchising, LLC (the "Franchisor") or its designee to withdraw funds from the above-referenced bank account, electronically or otherwise, to cover the following payments that are due and owing Franchisor or its affiliates under the franchise agreement dated _____ (the "Franchise Agreement") for the business operating at the location identified on Attachment A of the Franchise Agreement (the "Franchised Business"): (i) all Royalty Fees; (ii) Fund Contributions; (iii) any amounts due and owing the Franchisor or its affiliates in connection with marketing materials or other supplies or inventory that is provided by Franchisor or its affiliates; and (iv) all other fees and amounts due and owing to Franchisor or its affiliates under the Franchise Agreement. Franchisee acknowledges each of the fees described above may be collected by the Franchisor (or its designee) as set forth in the Franchise Agreement.

The parties further agree that all capitalized terms not specifically defined herein will be afforded the definition they are given in the Franchise Agreement.

Such withdrawals shall occur on a weekly basis, or on such other schedule as Franchisor shall specify in writing. This authorization shall remain in full force and effect until terminated in writing by Franchisor. **PLEASE ATTACH A VOIDED BLANK CHECK, FOR PURPOSES OF SETTING UP BANK AND TRANSIT NUMBERS.**

AGREED ON _____:

FRANCHISEE:

[FRANCHISEE]

By:

Name:

Title:

FRANCHISOR:

DUMPSTOR FRANCHISING, LLC

By:

Name:

Title:

EXHIBIT I

LEASE RIDER

THIS LEASE RIDER is entered into between the undersigned parties.

WHEREAS, Company and Franchisee are parties to a Franchise Agreement dated _____, (the "Franchise Agreement"); and

WHEREAS, the Franchise Agreement provides that Franchisee will operate a DumpStor ("Business") at a location that Franchisee selects and Company accepts; and

WHEREAS, Franchisee and Landlord propose to enter into the lease to which this Rider is attached (the "Lease"), pursuant to which Franchisee will occupy premises located at the address listed on the signature page below (the "Premises") for the purpose of constructing and operating the Business in accordance with the Franchise Agreement; and

WHEREAS, the Franchise Agreement provides that, as a condition to Company's authorizing Franchisee to enter into the Lease, the parties must execute this Lease Rider;

NOW, THEREFORE, in consideration of the mutual undertakings and commitments set forth in this Rider and in the Franchise Agreement, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

1. During the term of the Franchise Agreement, Franchisee will be permitted to use the Premises for the operation of the Business and for no other purpose.
2. Subject to applicable zoning laws and deed restrictions and to prevailing community standards of decency, Landlord consents to Franchisee's installation and use of such trademarks, service marks, signs, decor items, color schemes, and related components of the DumpStor system as Company may from time to time prescribe for the Business.
3. Landlord agrees to furnish Company with copies of all letters and notices it sends to Franchisee pertaining to the Lease and the Premises, at the same time it sends such letters and notices to Franchisee. Notice shall be sent to Company by the method(s) as stated in the lease to:

DumpStor Franchising, LLC
42255 Mercure Circle, #120
Sterling, VA 20166
admin@dumpstor.com

4. Company will have the right, without being guilty of trespass or any other crime or tort, to enter the Premises at any time or from time to time (i) to make any modification or alteration it considers necessary to protect the DumpStor system and marks, (ii) to cure any default under the Franchise Agreement or under the Lease, or (iii) to remove the distinctive elements of the DumpStor trade dress upon the Franchise Agreement's expiration or termination. Neither Company nor Landlord will be responsible to Franchisee for any damages Franchisee might sustain as a result of action Company takes in accordance with this provision. Company will repair or reimburse Landlord for the cost of any damage to the Premises' walls, floor or ceiling that result from Company's removal of trade dress items and other property from the Premises.

5. Franchisee will be permitted to assign the Lease to Company or its designee upon the expiration or termination of the Franchise Agreement. Landlord consents to such an assignment and agrees not to impose any assignment fee or similar charge, or to increase or accelerate rent under the Lease, in connection with such an assignment.

6. If Franchisee assigns the Lease to Company or its designee in accordance with the preceding paragraph, the assignee must assume all obligations of Franchisee under the Lease from and after the date of assignment, but will have no obligation to pay any delinquent rent or to cure any other default under the Lease that occurred or existed prior to the date of the assignment.

7. Franchisee may not assign the Lease or sublet the Premises without Company's prior written consent, and Landlord will not consent to an assignment or subletting by Franchisee without first verifying that Company has given its written consent to Franchisee's proposed assignment or subletting.

8. Landlord and Franchisee will not amend or modify the Lease in any manner that could materially affect any of the provisions or requirements of this Lease Rider without Company's prior written consent.

9. The provisions of this Lease Rider will supersede and control any conflicting provisions of the Lease.

10. Landlord acknowledges that Company is not a party to the Lease and will have no liability or responsibility under the Lease unless and until the Lease is assigned to, and assumed by, Company.

IN WITNESS WHEREOF, the parties have executed this Lease Rider on the date signed below:

COMPANY:

DUMPSTOR FRANCHISING, LLC

By:

Name:

Title:

FRANCHISEE:

[FRANCHISEE]

By:

Name:

Title:

LANDLORD:

[LANDLORD]

By:

Name:

Title:

Effective Date of this Lease Rider:

Premises Address:

EXHIBIT J

STATE SPECIFIC ADDENDA

The following modifications are made to this Disclosure Document given to you and may supersede, to the extent then-required by valid applicable state law, certain portions of the Franchise Agreement between you and us dated as of the Effective Date set forth in your Franchise Agreement. When the term “Franchisor’s Choice of Law State” is used, it means the laws of the state of Virginia, subject to any modifications as set forth in the addenda below. When the term “Supplemental Agreements” is used, it means Area Development Agreement.

Certain states have laws governing the franchise relationship and franchise documents. Certain states require modifications to the FDD, Franchise Agreement and other documents related to the sale of a franchise. These State Specific Addenda (“Addenda”) modify the agreements to comply with the state’s laws. The terms of these Addenda will only apply if you meet the requirements of the applicable state, independent of your signing the appropriate Addenda. The terms of the Addenda will override any inconsistent provision in the FDD, Franchise Agreement, or any Supplemental Documents. These Addenda are only applicable to the following states: California, Hawaii, Illinois, Iowa, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Ohio, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

If your state requires these modifications, you will sign the signature page to the Addenda along with the Franchise Agreement and any Supplemental Agreements.

CALIFORNIA

Notwithstanding anything to the contrary set forth in the Franchise Disclosure Document, the following provisions shall supersede and apply to all franchises offered and sold in the State of California:

OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION & INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENTS OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION & INNOVATION AT dfpi.ca.gov.

ITEM 3 – LITIGATION

Neither the Franchisor, nor any person identified in Item 2 of the Disclosure Document is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 79a et seq., suspending or expelling such persons from membership in such association or exchange

ITEM 17 – RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

1. California Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning termination, transfer, or non-renewal of a franchise. The Franchise Agreement contains a provision that is inconsistent with the law, the law will control.

2. The Franchise Agreement provides for termination upon bankruptcy, this provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec. 101 et seq).

3. The Franchise Agreement and the Development Agreement contain provisions requiring application of the laws of Virginia. This provision may not be enforceable under California law.

4. The Franchise Agreement and the Development Agreement require venue to be limited to Virginia. This provision may not be enforceable under California law.

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

6. THE FRANCHISE AGREEMENT MAY REQUIRE THE FRANCHISEE TO EXECUTE A GENERAL RELEASE OF CLAIMS UPON EXECUTION OF THE FRANCHISE AGREEMENT. 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).

7. California Corporations Code, Section 31125 requires us to give you a disclosure document, approved by the Department of Corporations before we ask you to consider a material modification of your Franchise Agreement or the Development Agreement.

8. 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.

9. The Franchise Agreement and any Area Development Agreement require binding arbitration. The arbitration will occur in Virginia. If we are the substantially prevailing party, we will be entitled to recover reasonable attorneys' fees and litigations costs and expenses in connection with the arbitration. 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.

HAWAII

The following paragraphs are added in the state cover pages:

THESE FRANCHISES WILL HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF SECURITIES, DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS OR A FINDING BY THE COMMISSIONER OF SECURITIES, DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE, AND NOT MISLEADING.

THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE, OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, WHICHEVER OCCURS FIRST, A COPY OF THE DISCLOSURE DOCUMENT, AND THIS ADDENDUM, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

THIS ADDENDUM AND THE DISCLOSURE DOCUMENT CONTAIN A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND FRANCHISEE.

The name and address of the Franchisor's agent in this state authorized to receive service of process is: Commissioner of Securities, Department of Commerce and Consumer Affairs, Business Registration Division, Securities Compliance Branch, 335 Merchant Street, Room 203, Honolulu, Hawaii 96813.

In recognition of the requirements of the Hawaii Franchise Investment Law, Hawaii Rev. Stat. §§ 482E, et seq., the Franchise Disclosure Document for DumpStor Franchising, LLC in connection with the offer and sale of franchises for use in the State of Hawaii shall be amended to include the following:

This proposed registration is effective/exempt from registration or will shortly be on file in California, Hawaii, Illinois, Indiana, Kentucky, Maryland, Michigan, Minnesota, Nebraska, New York, North Dakota, Rhode Island, South Dakota, Texas, Utah, Virginia, Washington, and Wisconsin. No states have refused, by order or otherwise, to register these franchises. No states have revoked or suspended the right to offer these franchises. The proposed registration of these franchises has not been involuntarily withdrawn in any state.

Each provision of this Addendum to the Disclosure Document shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Hawaii Franchise Investment Law, Hawaii Rev. Stat. §§ 482E, et seq., are met independently without reference to this Addendum to the disclosure document.

ILLINOIS

Illinois law governs the Disclosure Document and Franchise Agreement(s).

In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of 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 are set forth in Sections 19 and 20 of the Illinois Franchise Disclosure Act.

In conformance with Section 41 of the Illinois 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.

INDIANA

Notwithstanding anything to the contrary set forth in the Franchise Agreement or Area Development Agreement, the following provisions shall supersede and apply to all franchises offered and sold in the State of Indiana:

1. The Franchise Agreement and Area Development Agreement will be governed by Indiana law. Venue for litigation will not be limited to a venue outside of the State of Indiana, as specified in the Franchise Agreement and Area Development Agreement.
2. The prohibition by Indiana Code 23-2-2.7-1 (7) against unilateral termination of the franchise without good cause or in bad faith, good cause being defined therein as a material breach of the Franchise Agreement, shall supersede any conflicting provisions of the Franchise Agreement and the Area Development Agreement in the State of Indiana to the extent they may be inconsistent with such prohibition.
3. No release language set forth in the Franchise Agreement or Area Development Agreement will relieve us or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of Indiana.
4. The post-termination non-competition covenants set forth in the Franchise Agreement and Area Development Agreement shall be limited in time to a maximum of three (3) years and in geographic scope to the designated territory granted by the Agreement.
5. Nothing in the Franchise Agreement or Area Development Agreement will relieve us or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of Indiana, and the laws of the State of Indiana supersede any conflicting choice of law provisions set forth herein if such provision is in conflict with Indiana law.
6. You will not be required to indemnify us and the other Indemnities for any liability caused by your proper reliance on or use of procedures or materials provided by us or caused by our negligence.
7. If we receive any payments related to purchases from you that we do not pass on in full to the supplier, we will promptly account for the amount of the payment that we retained and we will transmit the retained amount to you.

IOWA

Any provision in the Franchise Agreement or Compliance Questionnaire which would require you to prospectively assent to a release, assignment, novation, waiver, or estoppel which purports to relieve any person from liability imposed by the Iowa Business Opportunity Promotions Law (Iowa Code Ch. 551A) is void to the extent that such provision violates such law.

The following language will be added to the Franchise Agreement:

NOTICE OF CANCELLATION

_____ (enter date of transaction)

You may cancel this transaction, without penalty or obligation, within three business days from the above date. If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within ten business days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled.

If you cancel, you must make available to the seller at your residence or business address, in substantially as good condition as when received, any goods delivered to you under this contract or sale; or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do not agree to return the goods to the seller or if the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice to DumpStor Franchising, LLC, 9232 Mike Garcia Dr., Manassas, VA 20109 not later than midnight of the third business day after the Effective Date.

I hereby cancel this transaction.

FRANCHISEE

Signed:

Name:

Date:

MARYLAND

The following provisions will supersede anything to the contrary in the Franchise Disclosure Document and Franchise Agreement and will apply to all franchises offered and sold under the laws of the State of Maryland:

Item 17 - RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

1. No release language in the Franchise Agreement will relieve us or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of Maryland. Any general release required as a condition of renewal, sale and/or assignment or transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.
2. A franchisee may sue in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law. Any claims arising under the Maryland Franchise Registration and Disclosure Laws must be brought within three years after the grant of the franchise.
3. The provision in the Franchise Agreement which provides for termination upon bankruptcy of the franchisee may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101 et seq.).
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 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.

**ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT PURSUANT TO
THE MICHIGAN FRANCHISE INVESTMENT LAW**

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

- (a) A prohibition on the right of a franchisee to join an association of franchisees.
- (b) A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided in this act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.
- (c) A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provisions of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.
- (d) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value, at the time of expiration, of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchised business are not subject to compensation. This subsection applies only if: (i) the term of the franchise is less than 5 years; and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, marketing, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of franchisor's intent not to renew the franchise.
- (e) A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.
- (f) A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.¹
- (g) A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:
 - (i) the failure of the proposed franchisee to meet the franchisor's then-current reasonable qualifications or standards;
 - (ii) the fact that the proposed transferee is a competitor of the franchisor or subfranchisor;
 - (iii) the unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations; and

¹NOTE: Notwithstanding paragraph (f) above, we intend to fully enforce the provisions of the arbitration section of our agreements. We believe that paragraph (f) is preempted by the Federal Arbitration Act and that paragraph (f) is therefore unconstitutional.

- (iv) the failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the franchise agreement existing at the time of the proposed transfer.
- (h) A provision that requires the franchisee to resell to the franchisor items that are not uniquely identified with the franchisor. This subdivision does not prohibit a provision that grants to a franchisor a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona-fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the franchisor the right to acquire the assets of a franchise for the market or appraised value of such assets if the franchisee has breached the lawful provisions of the franchise agreement and has failed to cure the breach in the manner provided in subdivision (c).
- (i) A provision which permits the franchisor to directly or indirectly convey, assign, or otherwise transfer its obligations to fulfill contractual obligations to the franchisee unless provision has been made for providing the required contractual services.

The fact that there is a notice of this offering on file with the attorney general does not constitute approval, recommendation, or endorsement by the attorney general.

If the franchisor's most recent financial statements are unaudited and show a net worth of less than \$100,000, the franchisor must, at the request of the franchisee, arrange for the escrow of initial investment and other funds paid by the franchisee until the obligations to provide real estate, improvements, equipment, inventory, training, or other items included in the franchise offering are fulfilled. At the option of the franchisor, a surety bond may be provided in place of escrow.

The name and address of the franchisor's agent in this state authorized to receive service of process is: Michigan Department of Commerce, Corporation and Securities Bureau, 6546 Mercantile Way, P.O. Box 30222, Lansing, MI 48910.

Any questions regarding this notice should be directed to:

Department of the Attorney General's Office
Corporate Oversight Division
Attn: Franchise
670 G. Mennen Williams Building
Lansing, MI 48913

MINNESOTA

Notwithstanding anything to the contrary set forth in the Disclosure Document, the Franchise Agreement, or the Area Development Agreement, the following provisions will supersede and apply:

1. We will protect your right to use the trademarks, service marks, trade names, logotypes, or other commercial symbols and/or indemnify you from any loss, costs or expenses arising out of any claim, suit, or demand regarding the use of the same.
2. Minn. Stat. §80C.21 and Minn. Rule 2860.4400J prohibit the Franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring you to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the disclosure document or agreement(s) 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.
3. No release language set forth in the Franchise Agreement or Area Development Agreement will relieve us or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of Minnesota.
4. Minnesota law provides franchisees with certain termination and non-renewal rights. Minnesota Statutes, Section 80C.14, subdivisions 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 Franchise Agreement or Area Development Agreement.
5. Under the terms of the Franchise Agreement and Area Development Agreement, as modified by the Minnesota Addendum to the Franchise Agreement, you agree that if you engage in any non-compliance with the terms of the Franchise Agreement or unauthorized or improper use of the System Marks, or Proprietary Materials during or after the period of the Agreements, we will be entitled to seek both temporary and permanent injunctive relief against you from any court of competent jurisdiction, in addition to all other remedies which we may have at law, and you consent to the seeking of these temporary and permanent injunctions.

NEW YORK

NOTICE TO PROSPECTIVE FRANCHISEES IN THE STATE OF NEW YORK

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

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT F OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE APPROPRIATE STATE OR PROVINCIAL AUTHORITY. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

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

With the exception of what is stated above, the following applies to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

- A. No such party has an administrative, criminal, or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices or comparable civil or misdemeanor allegations.
- B. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature, or financial condition of the franchise system or its business operations.
- C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge, or within the ten-year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.
- D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunction or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including without limitation, actions affecting a license as a real estate broker or sales agent.

3. The following is added to the end of the "Summary" sections of Item 17(c), titled "**Requirements for Franchisee to renew or extend,**" and Item 17(m), entitled "**Conditions for Franchisor approval of transfer:**"

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Section 33 of the General Business law of the State of New York and the

regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687(4) and 687(5) be satisfied.

4. The following language replaces the “Summary” section of Item 17(d), titled “**Termination by Franchisee:**”

You may terminate the agreement on any grounds available by law.

5. The following is added to the end of the “Summary” sections of Item 17(v), titled “**Choice of Forum,**” and Item 17(w), titled “**Choice of Law:**”

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

6. Franchise Questionnaires and Acknowledgements - 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 and 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.

7. Receipts – Any sale made must be in compliance with Section 638(8) of the Franchise Sale Act (N.Y. Gen. Bus. L. Sec.680 *et seq.*), which describes the time period a Franchise Disclosure Document (offering prospectus) must be provided to a prospective franchisee before a sale may be made. New York law requires a franchisor to provide the Franchise Disclosure Document at the earlier of the first personal meeting, 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.

NORTH DAKOTA

In North Dakota, the Disclosure Document is amended as follows to conform to North Dakota law:

Item 5 “Initial Fees,” is supplemented by the addition of the following:

Refund and cancellation provisions will be inapplicable to franchises operating under North Dakota Law, North Dakota Century Code Annotated Chapter 51-19, Sections 51-19-01 through 51-19-17. If franchisor elects to cancel this Franchise Agreement, franchisor will be entitled to a reasonable fee for its evaluation of you and related preparatory work performed and expenses actually incurred.

Item 6 “Other Fees,” is supplemented by the addition of the following:

No consent to termination or liquidated damages shall be required from franchisees in the State of North Dakota.

Item 17 “Renewal, Termination, Transfer and Dispute Resolution,” is supplemented by the addition of the following:

Any provision requiring a franchisee to sign a general release upon renewal of the franchise agreement has been determined to be unfair, unjust, and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law.

Any provision requiring a franchisee to consent to termination or liquidation damages has been determined to be unfair, unjust, and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law.

Covenants restricting competition contrary to Section 9-08-06 of the North Dakota Century Code, without further disclosing that such covenants may be subject to this statute, are unfair, unjust, and inequitable. Covenants not to compete such as those mentioned above are generally considered unenforceable in the State of North Dakota.

Any provision in the Franchise Agreement requiring a franchisee to agree to the arbitration or mediation of disputes at a location that is remote from the site of the franchisee’s business has been determined to be unfair, unjust, and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. The site of arbitration or mediation must be agreeable to all parties and may not be remote from the franchisee’s place of business.

Any provision in the Franchise Agreement which designates jurisdiction or venue or requires the franchisee to agree to jurisdiction or venue in a forum outside of North Dakota is void with respect to any cause of action which is otherwise enforceable in North Dakota.

Apart from civil liability as set forth in Section 51-19-12 of the N.D.C.C., which is limited to violations of the North Dakota Franchise Investment Law (registration and fraud), the liability of the franchisor to a franchisee is based largely on contract law. Despite the fact that those provisions are not contained in the franchise investment law, those provisions contain substantive rights intended to be afforded to North Dakota residents and it is unfair to franchise investors to require them to waive their rights under North Dakota Law.

Any provision in the Franchise Agreement requiring that the Franchise Agreement be construed according to the laws of a state other than North Dakota are unfair, unjust, or

inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law.

Any provision in the Franchise Agreement which requires a franchisee to waive his or her right to a jury trial has been determined to be unfair, unjust, and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law.

OHIO

The following language will be added to the front page of the Franchise Agreement:

You, the purchaser, may cancel this transaction at any time prior to midnight of the fifth business day after the date you sign this agreement. See the attached notice of cancellation for an explanation of this right.

Initials: _____ Date: _____

NOTICE OF CANCELLATION

_____ (enter date of transaction)

You may cancel this transaction, without penalty or obligation, within five business days from the above date. If you cancel, any payments made by you under the agreement, and any negotiable instrument executed by you will be returned within ten business days following the seller's receipt of your cancellation notice, and any security interest arising out of the transaction will be cancelled. If you cancel, you must make available to the seller at your business address all goods delivered to you under this agreement; or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk. If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of them without further obligation. If you fail to make the goods available to the seller, or if you agree to return them to the seller and fail to do so, then you remain liable for the performance of all obligations under this agreement. To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice to DumpStor Franchising, LLC, 9232 Mike Garcia Dr., Manassas, VA 20109 not later than midnight of the fifth business day after the Effective Date.

I hereby cancel this transaction.

FRANCHISEE

Signed:

Name:

Date:

RHODE ISLAND

Notwithstanding anything to the contrary set forth in the Franchise Disclosure Document, the following provisions shall supersede and apply to all franchises offered and sold in the State of Rhode Island.

ITEM 17 - RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

§19-28.1.-14 of the Rhode Island Franchise Investment Act provides that “A provision in a Franchise Agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act.”

Any general release as a condition of renewal, termination or transfer will be void with respect to claims under the Rhode Island Franchise Investment Act.

VIRGINIA

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

Additional Disclosure: The following statements are added to Item 17:

Pursuant to 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.

Additional Disclosure: 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 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.

WASHINGTON

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

RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

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

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

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed \$100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed \$250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

WISCONSIN

The Wisconsin Fair Dealership Law, Chapter 135 of the Wisconsin Statutes supersedes any provision of the Franchise Agreement if such provision is in conflict with that law. The Franchise Disclosure Document, the Franchise Agreement and the Supplemental Agreements are amended accordingly.

SIGNATURE PAGE FOR APPLICABLE ADDENDA

If any one of the preceding Addenda for specific states is checked as an “Applicable Addenda” below, then that Addenda shall be incorporated into the Franchise Disclosure Document, Franchise Agreement, and any Supplemental Agreements entered into by us and the undersigned Franchisee. To the extent any terms of an Applicable Addenda conflict with the terms of the Franchise Disclosure Document, Franchise Agreement, or Supplemental Agreement(s), the terms of the Applicable Addenda shall supersede the terms of the Franchise Agreement.

☐ California
☐ Hawaii
☐ Illinois
☐ Iowa
☐ Indiana
☐ Maryland

☐ Michigan
☐ Minnesota
☐ New York
☐ North Dakota
☐ Ohio

☐ Rhode Island
☐ South Dakota
☐ Virginia
☐ Washington
☐ Wisconsin

Date: _____

FRANCHISOR:

DUMPSTOR FRANCHISING, LLC

By:

Name:

Title:

FRANCHISEE:

[FRANCHISEE]

By:

Name:

Title:

EXHIBIT K

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 or registered as of the Effective Date stated below:

State	Effective Date
California	Not Registered
Hawaii	Not Registered
Illinois	Not Registered
Indiana	Not Registered
Maryland	March 27, 2023
Michigan	Not Registered
Minnesota	Not Registered
New York	Not Registered
North Dakota	Not Registered
Rhode Island	Not Registered
South Dakota	Not Registered
Virginia	May 18, 2023
Washington	Not Registered
Wisconsin	Not Registered

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.

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 DumpStor Franchising, 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. New York requires that you be given this Disclosure Document at the earlier of the first personal meeting or 10 business days before the execution of any franchise or other agreement, or payment of any consideration that relates to the franchise relationship.

If DumpStor Franchising, 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 any applicable state agency.

This franchise is being offered by the following seller(s) at the principal business address and phone number listed below (check all that have been involved in the sales process):

Joe Martino; 42255 Mercure Circle, #120, Sterling, VA 20166; 877-737-3867
Joey Martino; 42255 Mercure Circle, #120, Sterling, VA 20166; 877-737-3867
Sam Heaps; 42255 Mercure Circle, #120, Sterling, VA 20166; 877-737-3867

Franchise Brokers, Consultants, or Franchise Development Company Representatives (if any):

Issuance Date: March 22, 2024

I received a Disclosure Document that included the following Exhibits:

- A. Financial Statements
- B. List of State Administrators and Agents for Service of Process
- C. List of Current and Former Franchisees
- D. Operations Manual Table of Contents
- E. Franchise Agreement with Attachments
- F. Form of General Release
- G. Form of Confidentiality and Noncompete Agreement
- H. Electronic Funds Transfer
- I. Lease Rider
- J. State Specific Addenda
- K. State Effective Dates
- Receipts

Signature:

Print Name:

Date Received:

PLEASE SIGN AND KEEP THIS COPY FOR YOUR RECORDS.

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 DumpStor Franchising, 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. New York requires that you be given this Disclosure Document at the earlier of the first personal meeting or 10 business days before the execution of any franchise or other agreement, or payment of any consideration that relates to the franchise relationship.

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Sam Heaps; 42255 Mercure Circle, #120, Sterling, VA 20166; 877-737-3867

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Issuance Date: March 22, 2014

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- A. Financial Statements
- B. List of State Administrators and Agents for Service of Process
- C. List of Current and Former Franchisees
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- E. Franchise Agreement with Attachments
- F. Form of General Release
- G. Form of Confidentiality and Noncompete Agreement
- H. Electronic Funds Transfer
- I. Lease Rider
- J. State Specific Addenda
- K. State Effective Dates
- Receipts

Signature:

Print Name:

Date Received:

RETURN THIS COPY TO US:

DumpStor Franchising, LLC
c/o Joe Martino
42255 Mercure Circle, #120, Sterling, VA 20166
admin@dumpstor.com