

FRANCHISE DISCLOSURE DOCUMENT

Griffin Waste Service Franchising, LLC
402 Old Leicester Highway
Asheville, NC 28806
(828) 273-0623
franchise@griffinwaste.com
www.griffinwaste.com



As a Griffin Waste Services® franchisee, you will operate a custom waste hauling company specializing in convenient sized containers that are ideal for cleanouts and limited space construction, and you may optionally offer portable sanitation services.

The initial investment necessary to begin operation of a Griffin Waste Services franchised business within one territory ranges from \$253,149 to \$483,248. This includes \$50,000 to \$85,500 that must be paid to the franchisor or its affiliates. The initial investment necessary to begin operation of a Griffin Waste Services franchised business within two to three territories ranges from \$467,038 to \$869,156. This includes \$90,000 to \$191,000 that must be paid to the franchisor or its affiliates.

The initial investment necessary to begin operation of a Griffin Waste Services franchised business offering portable sanitation services within one territory ranges from \$303,149 to \$673,248. This includes \$50,000 to \$148,000 that must be paid to the franchisor or its affiliates. The initial investment necessary to begin operation of a Griffin Waste Services franchised business offering portable sanitation services within two to three territories ranges from \$517,038 to \$1,059,156. This includes \$90,000 to \$253,500 that must be paid to the franchisor or its affiliates.

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 government agency has verified the information contained in this document.**

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact the Franchise Administration Department at 402 Old Leicester Highway, Asheville, NC 28806, (828) 273-0623, franchise@griffinwaste.com.

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

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as "*A Consumer's Guide to Buying a Franchise*", which can help you understand how to use this disclosure document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, DC 20580. You can also

visit the FTC's home page at www.ftc.gov for additional information. Call your state agency or visit your public library for other sources of information on franchising.

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

Issuance Date: May 2, 2025

How to Use This Franchise Disclosure Document

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

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibit A.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit A includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only Griffin Waste Services 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 Griffin Waste Services franchisee?	Item 20 or Exhibit C lists current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need To Know About Franchising Generally

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

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

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

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

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

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

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

Some States Require Registration

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

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

Special Risks to Consider About *This* Franchise

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

1. **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with the franchisor by mediation, arbitration, and/or litigation only in North Carolina. 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 North Carolina than in your own state.
2. **Sales Performance Required.** You must maintain minimum sales performance levels. Your inability to maintain these levels may result in loss of any territorial rights you are granted, termination of your franchise, and loss of your investment.

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

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Exhibits:

- A. Financial Statements
- B. Franchise Agreement
- C. List of Current and Former Franchisees
- D. Manual Table of Contents
- E. List of State Administrators and Agents for Service of Process
- F. State Law Addendum
- G. Application for Franchise
- H. Statement of Prospective Franchisee
- I. Receipt

ITEM 1

THE FRANCHISOR AND ANY PARENTS, PREDECESSORS & AFFILIATES

To simplify this disclosure document, "We" means Griffin Waste Service Franchising, LLC, d.b.a. "Griffin Waste Services," the franchisor. Sometimes "our" or "Us" refers to Griffin Waste Services, when appropriate. "You" means the person who buys the franchise. If you are a legal entity, "You" includes all owners of any equity interest in the entity. "Franchised Business" means the business you will operate under the Franchise Agreement as a custom waste hauling company. You will provide custom waste hauling to your customers operating under our Marks and following our System.

The Franchisor

We are a North Carolina limited liability company formed on November 29, 2007. We do business under our corporate name, Griffin Waste Service Franchising, LLC and the name "Griffin Waste Services". We do not do business under any other name. Our principal business address is 402 Old Leicester Highway, Asheville, NC 28806. We began offering franchises in November 2007. We do not operate the type of business offered under this Disclosure Document, but our Founder has developed and operated this business. We have not and do not conduct or offer franchises in any other line of business.

Our Parents, Predecessors and Affiliates

We have no parent or predecessor.

Our affiliate, Handle Safe Systems, LLC ("Handle Safe Systems"), is a North Carolina limited liability company formed on November 29, 2001 with the same principal business address as us. Handle Safe Systems provides optional (not required) upfitting services for the trucks and equipment purchased by our franchisees. Handle Safe Systems has never offered franchises in this or any other line of business.

Other than Handle Safe Systems, we have no affiliates that have ever offered franchises in this or any other line of business or that offer products or services to our franchisees.

Our Agent for Service of Process

Our Agent for Service of process in North Carolina is James M. Griffin at 402 Old Leicester Highway, Asheville, NC 28806. Refer to the Schedule of State Agencies attached as Exhibit E for information regarding the agent for service of process in other states where we may be registered.

The Franchised Business

We and our principals have developed a system (the "System") for the establishment and operation of a custom waste hauling business (each, a "Franchised Business") that is comprised of various components, including without limitation: a business format offering our proprietary sized waste containers; specific methods and techniques for waste hauling and portable sanitation; specifications for equipment and products used in the Franchised Business, purchasing strategies' relationships with vendors and suppliers, operational procedures, quality and uniformity of all services and products offered, website(s), proprietary customer acquisition and onboarding processes, sales presentations, advertising and marketing materials, social media and promotional strategies, cost controls, management, administrative and recordkeeping procedures,

our confidential operations manual (the “Operations Manual”) and other manuals and materials which may be made available to you either in hard copy or electronically. Please note that we may unilaterally update, supplement, improve and/or otherwise modify or further develop the System standards, specifications and other components as we determine appropriate in our discretion, provided we provide you with prior written notice of such changes via the Operations Manual or otherwise in writing. You will operate your Franchised Business within one or more geographical areas (each a “Territory” or, collectively, “Territories”). If you purchase multiple Territories, you will operate your one (1) Franchised Business across all of the Territories pursuant to a single Franchise Agreement. You will not execute a multi-unit agreement or area development agreement if you purchase multiple Territories.

The System is identified by means of certain trade names, service marks, trademarks, slogans, logos, emblems, and indicia of origin, that comprise the then-current proprietary marks (the “Marks”) we determine to designate and license for use in connection with Franchised Businesses.

The market for your products is primarily the general public and is well established and very competitive. Your Franchised Business may operate in close proximity to major competitors, which include franchised and non-franchised businesses. Some competitors will offer many goods and services that are the same as or similar to those you offer. The business is not seasonal.

Our Founder, Mike Griffin, developed the Griffin Waste Services model and began operation of a Griffin Waste Services business offering custom waste hauling services in 2002 and portable toilet services in 2012. Our Founder sold the original Griffin Waste Services business in 2018.

Laws Affecting Your Franchised Business

Many federal, state and local laws govern the waste and commercial trucking industries. Municipalities, counties, states, and federal agencies may require that you have applicable permits for waste dumping and/or trucking services. These permitting requirements are managed by the county, city, or state in which you operate the Franchised Business, in addition to federal agencies. Noncompliance with such requirements can have a material adverse effect on you and the Franchised Business. As of the issuance date of this Disclosure Document, certain states require permits, licenses and approvals to operate mobile waste businesses. These requirements can change as additional states may adopt laws and/or regulations regarding waste businesses and those states currently doing so may add to or change their existing laws. You should research and consider these and other laws and regulations when evaluating your purchase of a franchise.

In all markets, your business will be required to have proper permitting to operate or drive the vehicle hauling the waste containers. You should review the county, state, city, and federal regulations which relate to the operation of waste-hauling vehicle and comply with all regulatory and safety requirements, including driver drug tests, travel log compliance, and Department of Transportation inspection requirements. Some municipalities or counties may require the use of waste containers that may not be the specific size of the containers used in the System. You may not be able to operate the Franchised Business in those municipalities or counties. You must comply with these laws and other laws and regulations that apply to businesses generally, such as those relating to site location and building construction, like the Americans with Disabilities Act. You should research and consider these and other laws and regulations when evaluating your purchase of a franchise.

ITEM 2

BUSINESS EXPERIENCE

Founder: James M. (Mike) Griffin

Mike Griffin has served as our Founder since our inception in November 2007 and fulfills this role from Asheville, NC.

General Manager: Wendy Griffin Ohlin

Wendy Griffin Ohlin has served as our General Manager since July 2023. From July 2020 to July 2023, Mrs. Ohlin served as our Director of Franchise Development. From December 2014 to June 2020, Mrs. Ohlin was a Business Development Manager for Flight Center Travel Group in Atlanta, Georgia. Ms. Ohlin performs her role from Denver, CO.

Director of Operations and Support: Chad Griffin

Chad Griffin has served as our Director of Operations and Support since November 2007. Mr. Griffin has also served as the General Manager of Fusion Site Services d/b/a Griffin Waste Services of Asheville in Asheville, NC since October 2019. Mr. Griffin performs these roles in Asheville, NC.

Director of Training & Support: Ryan Norwood

Ryan Norwood has served as our Director of Training & Support since July 2020. Mr. Norwood has served as the General Manager of Griffin Waste Services of Knoxville since October 2006, and he purchased that business and became a Griffin Waste Services franchisee in October 2018. Mr. Norwood fulfills these roles from Knoxville, TN.

ITEM 3

LITIGATION

No litigation is required to be disclosed in this Item.

ITEM 4

BANKRUPTCY

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

ITEM 5

INITIAL FEES

Initial Franchise Fee

When you sign your Franchise Agreement, you will pay us a non-refundable initial franchise fee (the “Initial Franchise Fee”) in lump sum based on the number of Territories you purchase per the table below:

Territories	Approximate Population per	Initial Franchise Fee
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	Territory	
1	500,000	\$50,000
2	500,000	\$90,000
3	500,000	\$120,000

If you purchase one or more territories with an approximate population above the intervals of 500,000 people, your Initial Franchise Fee will include amount of \$0.10 per person above the nearest 500,000 interval.

Waste Hauling Truck

You may, but are not required to, engage our affiliate, Handle Safe Systems, for the upfitting of your waste hauling truck(s). If you engage our affiliate for upfitting a new truck with a new hoist, you will pay our affiliate \$35,500 for that service, and that amount may be paid to our affiliate by the dealer who sells you the new truck. If you engage our affiliate for installing an existing hoist on a new truck, you will pay our affiliate \$8,500 for that service. These amounts are non-refundable.

Optional Portable Sanitation Equipment

Pumper Sled: If you choose to offer optional portable sanitation services, you must purchase a pumper sled, which is a piece of equipment that can be removed from a truck. This will allow you to use the same truck for hauling waste and servicing portable toilets. Our affiliate, Handle Safe Systems, is an approved supplier, but not the only supplier, of the pumper sled. You may purchase the pumper sled from our affiliate or from another approved supplier. If you purchase a pumper sled from our affiliate, you will pay our affiliate approximately \$27,000.

Pumper Truck: If you choose to offer optional portable sanitation services, you may, but are not required to, purchase a pumper truck. A pumper truck is a truck with a tank and other equipment permanently mounted to it and is used exclusively for servicing and placement of portable toilets. The pumper truck is a separate truck from the truck you must use for waste hauling services. Our affiliate, Handle Safe Systems, is an approved supplier, but not the only supplier, of the upfitting work for the pumper truck. If you purchase a pumper truck and engage our affiliate to perform the upfitting work on the pumper truck, you will pay our affiliate approximately \$35,500 for such work.

We offer a Veteran discount to honorably discharged veterans of the United States armed forces. We will discount the Initial Franchise Fee by 10%. A copy of your DD214 must be presented to, and confirmed by, us to receive this discount. The Initial Franchise Fee was uniformly imposed during the immediately preceding fiscal year.

**ITEM 6
OTHER FEES**

Type of Fee¹	Amount	Due Date	Remarks
Royalty Fee	6% of Gross Revenues ² . See Note A.	Payable weekly via ACH.	See Note 3
National Marketing Fee	Up to 2% of Gross Revenues if a National Marketing program is adopted. Currently, none.	Payable weekly via ACH.	See Note 4
Local Marketing	2% of Gross Revenues; less if a cooperative is established	Monthly	You must spend at least 2% of your monthly Gross Revenues on local marketing, in addition to the National Marketing Fee if established. You must spend at least \$500 per month on digital advertising spend with our designated supplier.
Cooperative Marketing	Up to 1% of Gross Revenues if a cooperative is established; Currently none.	Monthly, if established	If there are two or more Griffin Waste Services franchises in a marketing area, as we determine, we may require them to participate in a cooperative and contribute amounts as determined by a majority vote of the cooperative. The maximum the cooperative can require you to spend through it without our prior approval is 1% of Gross Revenues. The amount you contribute to a cooperative will reduce the amount you are required to spend on Local Marketing.

Type of Fee¹	Amount	Due Date	Remarks
Marketing and Technology Fee	Then-current amount; currently \$600 per month. This amount may not increase beyond the actual cost of the underlying marketing services and technology.	Monthly	You will pay our designated supplier an ongoing Marketing and Technology Fee to cover the cost of your sub-pages on our website, Griffin Waste Service email addresses, search engine optimization, Google Business Profile management, and paid social media and Google Advertising (but not the actual ad spend paid to those third-party platforms). We reserve the right to change this supplier or to require you to pay this fee directly to us.
Additional Training	Approximately \$1,000 per person.	In advance of the training program(s)	You and your Manager must complete the initial training (cost included in the Franchise Fee for the first two persons trained) and certain additional training at your cost. If you obtain a new or replacement Manager, you will be responsible for the cost of initial training for that person after we have trained two people for you. See Note 5
Transfer Fee	20% of the then-current Initial Franchise Fee plus any third-party broker fees that you or we incur	Before completing transfer	Payable only if you sell your franchise or any part of your business. You will also be responsible for paying any third-party brokers or sales agents that have contracts with you or us regarding the transfer or the transferee.
Interest and Late Charges	1.5% per month or maximum rate allowed by law, plus \$25 provided the interest rate cannot exceed the maximum legal rate.	After due date of fees.	Payable on all delinquent payments. Interest begins to accrue on the due date of any payment that has not been timely received by us or that has not been paid in full.

Type of Fee¹	Amount	Due Date	Remarks
Audit Costs	1.5% per month interest on amount of underpayment plus the cost of the audit plus the amount of the underpayment	Immediately upon billing	Payable only if an audit reveals that you have under reported Gross Revenues by 3% or more or if the audit results from your failure to provide us with required financial information.
Renewal Fee	10% of the then-current Initial Franchise Fee	Before consummating Renewal	Please note that payment of the Renewal Fee is only one of the conditions that must be satisfied for us to approve your request for renewal. Please see Item 17 of this Disclosure Document for additional information.
Costs and Attorney's Fees	Varies under circumstances	As incurred	Payable as incurred by us in obtaining injunctive relief or the enforcement of any item of the Franchise Agreement.
Indemnification	Will vary under circumstances.	On Demand	Payable as Incurred
Post-Termination Damages and Enforcement Costs	Will vary based on when your Franchise Agreement is terminated	As incurred	We have the right to seek and obtain the damages we incur in connection with your default and/or any termination of your Franchise Agreement after it is terminated, including without limitation, future lost damages (amounting to the Royalty Fees and other amounts that we would have been entitled to collect under your Franchise Agreement if it was not terminated prior to its natural expiration).

Notes:

1. These fees are imposed by and are payable to us or we reserve the right to impose and collect these fees. All fees are non-refundable and are uniformly imposed except under very specific circumstances where we will negotiate certain terms with a franchise in a unique situation. Prior to the issuance of this Disclosure Document, our franchisees paid us Royalty Fees equal to five percent (5%) of their Gross Revenues.

2. "Gross Revenues" includes the full price of all goods and services you sell, whether or not you have received cash or other consideration, less any taxes or fees that you are required to collect and remit directly to federal, state, and local government. Gross Revenues are calculated at the

time you sell the goods or services, without regard to when you receive or expect to receive payment.

3. You will pay us a weekly Royalty Fee via ACH. We may, upon 30 days prior written notice, require you to pay the Royalty Fees by check, pre-authorized check, electronic funds transfer or similar mechanism. We may, upon notice, require you to pay your Royalty Fees on a different periodic basis.

4. If adopted, you will pay a weekly National Marketing Fee. You will pay the National Marketing Fee in the same manner and at the same time as your Royalty Fee. We may require you to pay National Marketing Fees via ACH or by check, pre-authorized check, electronic funds transfer or similar mechanism. National Marketing Fees are in addition to your local and regional marketing obligation and any assessments made by a local marketing cooperative. We may, upon notice, require you to pay your National Marketing Fees on a different periodic basis.

5. Initially, you must have two full-time people working in the business, one of which must be you. Both of you must successfully complete our initial training program. We will decide whether you and your Manager successfully complete the initial training program based upon knowledge test results and our observations of your ability to use the knowledge effectively. You will be responsible for training employees, after you and your Manager are trained.

During your franchise term, we will provide initial training to you and one additional person as part of your Initial Franchise Fee. After the first two persons, you must bear the cost of training additional Managers. In all cases, you are solely responsible for all salaries, compensation, benefits, travel and related expenses for trainees.

We may require you or your Manager(s) to attend additional training at a location we determine. Generally, you must pay our usual fee(s) for mandatory training. In any event, you are solely responsible for all salaries, compensation, benefits and travel-related expenses of trainees.

We may provide or make available training materials and equipment for you or your employees and may charge a fee. All training materials are Trade Secrets. You must require any of your employees to successfully complete any training program(s) if we designate them as mandatory.

ITEM 7 ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

A. Single Territory (No Portable Sanitation Services)

Type of Expenditure	Low Amount	High Amount	Method of Payment	When Due	To Whom Made Payment is to be Made
Initial Franchise Fee (Note A)	\$50,000	\$50,000	Lump sum	Upon signing Franchise Agreement	Us
Travel & Living Expenses While Attending Initial Training	\$2,750	\$4,400	As incurred	As incurred	Vendors, Airlines, Hotels, Car Rental Companies, etc.

Type of Expenditure	Low Amount	High Amount	Method of Payment	When Due	To Whom Made Payment is to be Made
Real Estate Rental (Note B)	\$1,650	\$4,000	As arranged	As arranged	Landlord or Mortgage Lender
Leasehold Improvements (Note C)	\$550	\$1,100	As incurred	As arranged	Landlord, Lender or Contractor(s) and Vendors
Vehicle and Equipment (Note D)	\$173,889	\$379,648	As incurred	As arranged	Vendors, Leasing company or Lender, and, optionally, our Affiliate
Furniture, Office Equipment & Software	\$1,100	\$3,300	As incurred	As arranged	Vendors, Leasing company or Lender
Marketing Collateral	\$4,000	\$4,000	As arranged	As arranged	Vendors, Leasing company or Lender
Licenses	\$550	\$1,500	Lump sum	Before Opening	State, County, City
Grand Opening (Note E)	\$550	\$2,200	As incurred	Within first 90 days	Vendors
Insurance (Note F)	\$3,000	\$6,000	As arranged	As arranged	Insurance Companies
Professional Fees (Note G)	\$1,100	\$5,500	As incurred	As incurred	Your lawyer and accountant
Opening Inventory of Supplies	\$110	\$1,100	As arranged	As arranged	Vendors
Miscellaneous Opening Costs (Note H)	\$1,100	\$2,200	As incurred	As incurred	Vendors, Suppliers, Utilities, Tradesmen, Deposits, etc.
Marketing and Technology Fee (First 3 Months)	\$1,800	\$1,800	Lump Sum	Monthly, beginning at opening	Vendor
Additional Funds (3 months) (Note I)	\$11,000	\$16,500	As incurred	As incurred	Employees, Vendors, Utilities, Taxing Agencies, etc.
Total	\$253,149	\$483,248			

B. Single Territory with Portable Sanitation Services

Type of Expenditure	Low Amount	High Amount	Method of Payment	When Due	To Whom Made Payment is to be Made
Initial Investment to Develop Franchised Business	\$253,149	\$483,248	See Chart 7.A. above in this Item.		
Optional Pumper Truck (Note D)	\$0	\$140,000	Lump sum	As arranged	Vendors and, optionally, our Affiliate
Pumper Sled (Note D)	\$27,000	\$27,000	Lump sum	As arranged	Vendor or, optionally, our Affiliate
Portable Toilets (Note D)	\$23,000	\$23,000	As incurred	As arranged	Vendors, Leasing company or Lender
Total	\$303,149	\$673,248			

C. Multiple Territories (No Portable Sanitation Services)

Type of Expenditure	Low Amount	High Amount	Method of Payment	When Due	To Whom Made Payment is to be Made
Initial Investment to Develop Franchised Business	\$203,149	\$433,248	See Chart 7.A. above in this Item. (Does not include Initial Franchise Fee, which is included in the Initial Franchise Fee in the row below)		
Initial Franchise Fee	\$90,000 (2 Territories)	\$120,000 (3 Territories)	Lump sum	Upon signing Franchise Agreement	Us
Additional Equipment (Note D)	\$173,889 (2 Territories)	\$315,908 (3 Territories)	As incurred	As arranged	Vendors, Leasing company or Lender, and, optionally, our Affiliate
Total	\$467,038 (2 Territories)	\$869,156 (3 Territories)			

D. Multiple Territories with Portable Sanitation Services

Type of Expenditure	Low Amount	High Amount	Method of Payment	When Due	To Whom Made Payment is to be Made
Initial Investment to Develop Franchised Business with 2-3 Territories	\$467,038 (2 Territories)	\$869,156 (3 Territories)	See Chart 7.C. above in this Item.		

Type of Expenditure	Low Amount	High Amount	Method of Payment	When Due	To Whom Made Payment is to be Made
Optional Pumper Truck (Note D)	\$0	\$140,000	Lump sum	As arranged	Vendors and, optionally, our Affiliate
Pumper Sled (Note D)	\$27,000	\$27,000	Lump sum	As arranged	Vendor or, optionally, our Affiliate
Portable Toilets (Note D)	\$23,000	\$23,000	As incurred	As arranged	Vendors, Leasing company or Lender
Total	\$517,038 (2 Territories)	\$1,059,156 (3 Territories)			

Notes Regarding Initial Investment:

Note A: Initial Franchise Fee.

Payment of the Initial Franchise Fee is made upon signing the Franchise Agreement and is non-refundable.

Note B: Real Estate Rental.

You can operate your office out of your home, and you will rent outdoor space where you can store your waste containers. If you choose to rent an office, the amount of the first month's rent and security deposit will depend on the size, condition and locations of the premises, and the demand for the premises among prospective lessees. The lease may impose other charges for percentage rent, real estate taxes, utilities, maintenance, or other expenses. We may impose a security deposit even if we are not required to pay one under the master lease. The figures for real estate represent the cost of the storage area for the containers.

Note C: Leasehold Improvements

We anticipate that you will operate the business out of a home office. If you choose to rent an office, your costs will be higher and could increase further if you or your landlord request changes from the standard design and materials.

Note D: Vehicle and Equipment.

Truck and Waste Containers

The cost of equipment could vary widely depending primarily upon your circumstances. These numbers include, among other items, one (1) truck and twenty (20) waste containers. Some new Franchisees will have existing businesses and will already have some of the equipment they will need. This may or may not be your situation. Of this amount, you may, but are not required to, engage our affiliate, Handle Safe Systems, for the upfitting of your truck. If you engage our affiliate for upfitting a new truck with a new hoist, you will pay our affiliate approximately \$35,500 for that service, and that amount may be paid to our affiliate by the dealer who sells you the new truck. If you engage our affiliate for installing an existing hoist on a new truck, you will pay our affiliate approximately \$8,500 for that service. Both of these estimated amounts paid to our affiliate are subject to change.

If you purchase one (1) Territory, you must purchase one (1) truck and twenty (20) waste containers. If you purchase two (2) Territories, you must purchase two (2) trucks and a total of forty (40) waste containers. If you purchase three (3) Territories, you must purchase two (2) trucks and a total of fifty (50) waste containers.

Optional Portable Sanitation Business Equipment

If you elect to provide optional portable sanitation services through your Franchised Business, you must purchase twenty-eight (28) portable toilets and a transition/pumper sled for servicing and cleaning of the portable toilets. The cost of the twenty-eight (28) portable toilets is approximately \$20,372.00 plus freight, which we have rounded to an estimate of \$23,000.00.

Pumper Sled: The transition/pumper sled is a removable piece of equipment and can be attached to the same truck that you use for waste hauling services. The cost of the transition/pumper sled is approximately \$25,388.75 plus freight, which we have rounded to an estimate of \$27,000. If you purchase the pumper sled from our affiliate, Handle Safe Systems, you will pay our affiliate approximately \$27,000. However, you may purchase the pumper sled from another approved supplier.

Pumper Truck: You may optionally purchase a pumper truck for providing the optional portable sanitation services, but this is not required. A pumper truck is a truck with a tank and other equipment permanently mounted to it and is used exclusively for servicing and placement of portable toilets. The pumper truck is a separate truck from the truck you must use for waste hauling services. The pumper truck will allow you to service and clean significantly more portable toilets than the transition/pumper sled because it will be used exclusively for portable sanitation services. The estimate to purchase and upfit the pumper truck is approximately \$140,000. Our affiliate, Handle Safe Systems, is an approved supplier, but not the only supplier, of the upfitting work for the pumper truck. If you purchase a pumper truck and engage our affiliate to perform the upfitting work on the pumper truck, you will pay our affiliate approximately \$35,500 for such work. However, you may engage another approved supplier for the upfitting work on your pumper truck.

If you borrow money to purchase the vehicles and equipment or lease the vehicles and equipment, that may reduce your initial investment but increase your monthly fixed expenses.

Note E: Grand Opening.

We recommend a "Grand Opening" appropriate for your community, competitive situation and similar factors. The cost of a Grand Opening is difficult to estimate with accuracy because of local market factors, including the types of marketing media available, the cost of marketing space or time and the local competitive situation. We estimate that, in most areas, you can accomplish an adequate Grand Opening for between \$550 and \$2,000, although, because of local conditions, you may decide that more or less is necessary.

Note F: Insurance.

We require you to purchase and maintain at your expense, throughout the term of this Agreement, commercial general liability insurance, including bodily injury, property damage, personal injury, advertising injury, non-owned automobile, loss of business income, and broad form contractual coverage for liability assumed under this Agreement. Such insurance shall be on an occurrence basis and shall consist of combined single limit coverage of at least one million dollars per

occurrence/two million dollars annual aggregate. You must purchase and maintain professional liability (errors and omissions) insurance and contractor's pollution liability insurance. You must purchase and maintain worker's compensation and employer's liability insurance with a reputable insurer acceptable to us or with a state agency. You must provide us with one or more certificates of insurance evidencing such coverage and naming us as an additional insured as to each applicable policy. Such certificate(s) of insurance shall provide that the coverage under the respective policy(ies) may not be modified (except to increase coverage) or canceled until at least thirty (30) days prior written notice of such cancellation or modification has been given to us. Upon our request you must provide us with a true copy of any insurance policy, including all endorsements. Every insurance policy must provide that coverage is primary/non-contributory. Every insurance policy must be with an insurance company that meets our criteria as set forth in the Manual.

Keeping in mind that the price of insurance has varied widely in recent years, you should obtain a price quotation from your insurance agent or broker and not rely solely upon our estimate in planning to purchase the Franchise. Workers Compensation and employer's liability insurance is extra and you should obtain prices from your state agencies or your insurance agent or broker.

Note G: Professional Fees.

Because of the variability of accounting and legal fees, this is, at best, an estimate. This estimate does not include any ongoing needs for legal services in connection with relationships with customers or vendors. Depending upon your experience and staffing, you may also need additional accounting services, which might be extra. You should consult your accountant for an estimate of fees. This estimate does not include extra accounting or consulting services.

Note H: Miscellaneous Opening Costs.

You will incur miscellaneous opening costs for items including uniforms, office supplies, postage, etc.

Note I: Additional Funds.

This category covers the initial expenses you will likely incur through the first three (3) months after opening your business. These expenses do not include any draw or salary for the owners of the business. This is only an estimate, and we cannot guarantee that the amounts specified will be adequate. In addition, the estimates presented relate only to costs associated with the Franchised Business, and do not cover any personal, unrelated business or other expenses you may have. We recommend that in addition to the additional funds shown, you have sufficient personal savings and/or income so that you will be self-sufficient and need not draw funds from your business for at least three (3) months after start-up. We base our estimate of the additional funds you will need on the operating history of our affiliate in operating its business, as well as that of our franchisees.

No Financing.

We do not offer financing for any items. We may establish relationships with sources of possible financing, and we may make their information available to you.

No Refunds.

All amounts paid to us and/or our affiliates in this Item 7 are non-refundable. Your arrangements with other vendors and suppliers may or may not be refundable depending on the terms of such arrangements.

ITEM 8

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

You may purchase from us, or a supplier we approve, certain equipment, supplies and inventory necessary to start or operate the Franchised Business. This could include, but not limited to, paper goods, equipment and supplies. As to other equipment, supplies and inventory, you may purchase them from the vendor(s) of your choice, but the item(s) must meet our specifications. We issue specifications in writing and incorporate them in the Manual. These specifications include quality, accuracy, preparation, installation, application, delivery, performance, design and appearance. In some instances, you must purchase items that comply with our reasonable subjective determination of whether they meet the standards and conform to the Griffin Waste Services image. If we have not provided specifications, you may purchase any items that reasonably meet the requirements of the Franchised Business. Except as described below, neither we nor any affiliate of ours are an approved supplier or the only approved supplier of any required goods or services.

Our affiliate, Handle Safe Systems, is an optional supplier for two of the hoists that we use on the back of our trucks, and we also have a fleet account with both Ford and Ram trucks. This allows our franchisees to take advantage of our fleet pricing. The franchisees buy their trucks through a dealer and may, optionally, have the dealer send the trucks to our affiliate's facility to be upfit with a hoist ready for use. Our affiliate then bills the dealer for the upfit, and is paid by the dealer. The franchisees can purchase their equipment through any source as long as it meets our required specifications, which are common in our industry. In the fiscal year ending December 31, 2024, our affiliate, Handle Safe Systems, received \$58,200 from optional purchases of upfitting services by our franchisees.

We also have vendors for equipment for which we have negotiated national account pricing, which the franchisees can take advantage of, and we receive no rebate, commission or compensation. You must purchase and maintain, at your expense, throughout the term of the Franchise Agreement, commercial general liability insurance, including bodily injury, property damage, personal injury, advertising injury, non-owned automobile, loss of business income, and broad form contractual coverage for liability assumed under the Agreement. Such insurance shall be on an occurrence basis and shall consist of combined single limit coverage of at least one million dollars per occurrence/two million dollars annual aggregate. You must purchase and maintain professional liability (errors and omissions) insurance with coverage of at least \$1,000,000 per occurrence/annual aggregate. You must purchase and maintain worker's compensation and employer's liability insurance with a reputable insurer acceptable to us. You must provide us with one or more certificates of insurance evidencing such coverage and naming us as an additional insured as to each applicable policy. Such certificate(s) of insurance shall provide that the coverages under the respective policy(ies) may not be modified (except to increase coverage) or canceled until at least thirty (30) days prior written notice of such cancellation or modification has been given to us. Upon request by us, you must provide us with a true copy of any insurance policy, including all endorsements. Every insurance policy of yours required by this Agreement shall

provide that coverage is primary/non-contributory. Every insurance policy shall be with an insurance company that meets our criteria, as set forth in the Manual.

You must purchase from us or a vendor we approve all items used to start or operate your business that contain or bear the Marks. We or our designated vendor(s) will make a wholesale profit consistent with industry standards. All items that you purchase from approved suppliers must meet our specifications. This includes advertising and marketing materials, forms, and promotional items. In addition, you must purchase the signs used to identify the Franchised Business(s) and Premises from a vendor we approve.

We publish a list of approved order procedures in the Manual. We may approve other vendors if you request it in writing or if a vendor requests it and if the vendor demonstrates to our satisfaction that it is financially stable and can provide product(s) or service(s) that meet our specifications and that are consistent with our image. We may charge a reasonable fee to cover our costs in evaluating a proposed vendor. We will give you a good faith estimate of our cost of evaluating a proposed vendor within a reasonable time after you make the request, but before we begin the evaluation process. We will normally make our decision within sixty days. We reserve the right to disapprove any previously approved vendor whose performance falls below our standards. We will make any approvals of new vendors or revoke approval of vendors in writing and will incorporate our decision in the Manual.

We receive a 10% rebate based on purchases our franchisees make from our Online Digital Store, which are optional purchases. Otherwise, we do not currently derive revenue, rebates, or other material consideration based on your required purchases and leases, but the franchise agreement does not prevent us from doing so. We may negotiate and receive rebates, discounts, allowances or other material consideration from certain designated suppliers with whom you do business. We will retain all such rebates, discounts and material consideration. We may, but are not required to negotiate purchase arrangements with suppliers, including price terms, for the benefit of franchisees. Any rebates obtained by or negotiated by you may be retained by you.

We may negotiate purchase arrangements with suppliers for your benefit in the future, but we are not obligated to do so. There are currently no purchasing or distribution cooperatives in our franchise system. Except as described in this Item, we do not currently provide any material benefits to you based upon your use of designated or approved sources except that you know that we have confidence that the designated or approved vendor can perform to our specifications. We estimate that your purchases of goods and services in accordance with specifications will represent approximately ninety to one hundred (90 to 100%) percent of your total purchases in connection with establishing your Franchised Business and approximately ninety to one hundred (90 to 100%) percent of your total purchases in connection with operating your Franchised Business. None of our officers own an interest in any approved supplier. We offer no material benefits to franchisees such as renewal or the granting of additional franchises based on a franchisee's purchase of particular products or services or use of particular suppliers.

ITEM 9 FRANCHISEE'S OBLIGATIONS

This table lists your principal obligations under the franchise and other agreements. It will help you find more detailed information about your obligations in these agreements and in other items of this disclosure document.

Obligation	Section in Agreement	Item in Disclosure Document
a. Site selection and acquisition/lease	Articles 1, 6	Item 11
b. Pre-opening purchases/leases	Articles 1, 6, 7 & 8	Items 7 & 8
c. Site development and other pre-opening requirements	Articles 6 & 7	Items 7 & 11
d. Initial and ongoing training	Articles 1, 4, 5, 7, 11 & 20	Item 11
e. Opening	Articles 2 & 6	Items 7, 8 & 11
f. Fees	Articles 2, 3, 4, 9, 12, & 17	Items 5, 6, & 7
g. Compliance with standards and policies/Operating Manual	Articles 1, 2, 6, 7, 12, 13 & 15	Items 8 & 11
h. Trademarks and proprietary information	Articles 1, 5, 6 & 7	Items 13 & 14
i. Restrictions on products/services	Article 7	Items 8 & 16
j. Warranty and customer service requirements	Articles 4, 6 & 7	Item 11
k. Territorial development and sales quotas	Articles 1, 6 & 7	Item 12
l. Ongoing product/service purchases	Articles 4, 5, 7 & 15	Item 8
m. Maintenance, appearance and remodeling requirements	Articles 7 & 9	Items 7 & 11
n. Insurance	Articles 8 & 15	Item 7
o. Advertising	Articles 1, 2, 7, 8 & 15	Items 6, 7 & 11
p. Indemnification	Articles 7, 8, 12	Item 13
q. Owner's participation/management/staffing	Articles 4, 5, 7, 11, 13, 15	Item 15
r. Records/reports	Articles 3	Items 8 & 15
s. Inspections/audits	Articles 3	Item 6
t. Transfer	Articles 12	Item 6
u. Renewal	Articles 9, 10 & 15	Item 6
v. Post-termination obligations	Articles 5, 15, 16	Item 17
w. Non-competition covenants	Articles 16 & 17 (if applicable)	Item 17
x. Dispute resolution	Article 19	Items 9 & 17

ITEM 10 FINANCING

We do not offer direct or indirect financing. We do not guarantee your note lease or obligation.

ITEM 11

FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING

Pre-Opening Obligations.

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

Before you open your Franchised Business, we will:

1. License you to use our Marks and System in connection with your Franchised Business. (Franchise Agreement - Article 1);
2. Designate your Territory. (Franchise Agreement – Article 1);
3. Provide you with a list of suppliers and specifications for the equipment you are required to purchase for the Franchised Business. We are not a supplier of any of your equipment, but our affiliate is an optional supplier of upfitting services. Otherwise, we do not deliver or install any equipment or other items for your Franchised Business. (Franchise Agreement - Article 6);
4. Review and approve or disapprove your selected business Premises. (Franchise Agreement - Article 6);
5. Loan you one or more operations manuals ("the Manual"). (Franchise Agreement - Article 1); and
6. Provide initial training for two people. (Franchise Agreement - Article 4).

During the operation of the franchised business, we will:

1. Take any actions we deem appropriate to protect or defend the Marks or System (Franchise Agreement - Article 1);
2. Loan you one or more operations manuals ("the Manual"), which contains specifications and mandatory and suggested standards and procedures. (Franchise Agreement - Article 1). Attachment D includes a copy of the Manual's table of contents. The Manual currently contains approximately 119 pages.
3. Manage any National Marketing Fees. We will provide a periodic accounting, but only as to the aggregate amount of any National Marketing Fees collected and how we used them by general category. (Franchise Agreement – Article 2)
4. Manage all aspects of the marketing program using any National Marketing Fees collected (Franchise Agreement - Article 2);
5. Collect and manage funds received as rebates, discounts and allowances from vendors you do business with (Franchise Agreement – Article 2); and
6. Provide a periodic training program for your Manager(s) and for certain other employees, at our regular charge for the training (Franchise Agreement - Articles 4 & 5).

After you open the Franchised Business, we expect to be in regular contact with you to discuss your operation of the Franchised Business and to generally be of assistance. We plan to provide

additional on-going training for you and your Manager(s) at our usual charges. The Agreement does not obligate us to provide such services, however. You will be responsible for training other employees.

In addition, we may suggest prices for you to charge for your services, but you are responsible for setting your own prices.

Advertising and Marketing. You must spend at least two percent (2%) of your monthly Gross Revenues on local advertising and promotion of your Franchised Business. Of this amount, you must spend at least five hundred dollars (\$500) per month on digital advertising spend with our designated supplier.

You may not engage in sales through alternative distribution channels or the Internet without our prior written approval. We are not required to give you such approval. (Franchise Agreement – Article 1)

Marketing and Technology Fee. You will pay our designated supplier, which is currently Integris Designs, an ongoing Marketing and Technology Fee to cover the cost of your sub-pages on our website, Griffin Waste Service email addresses, search engine optimization, Google Business Profile management, and paid social media and Google Advertising (but not the actual ad spend paid to those third-party platforms). We reserve the right to change this supplier and/or to require you to pay this amount directly to us.

Advisory Council. We have established a franchisee advisory council that advises us on advertising policies. The advisory council services in an advisory capacity only and does not have operational or decision-making power. We appoint franchisees to the advisory council, and we have the right to change, dissolve, and/or reform the advisory council.

Marketing Cooperatives. If at any time there are two or more Griffin Waste Services Franchisees within a marketing area, we may form a local marketing cooperative and require you to participate. We will decide and may modify the size and location of any marketing cooperative. A local marketing cooperative, by a majority vote, may assess marketing cooperative fees, and you must pay them. A local marketing cooperative may not assess marketing cooperative fees in an amount greater than two percent (2%) of Gross Revenues. Except for these guidelines, and subject to any rules or recommendations we may adopt, each local marketing cooperative will be autonomous, making its own rules and procedures and administering its own funds. We will collect regional cooperative marketing fees for marketing cooperatives, if applicable.

National Marketing Fees. We have not established a national marketing fund (the “National Marketing program”), but we reserve the right to do so. If adopted, we plan to provide a marketing program using any National Marketing Fees you pay, combined with those from other Franchisees. We expect to focus all marketing using National Marketing Fees in areas where we have one or more Franchisees, although the Agreement does not require us to benefit you with every marketing program. We may charge our marketing research, development and production expenses against the marketing funds. You must conduct marketing for yourself directly or through a Regional Marketing Cooperative and you may use your own marketing materials, but you must obtain our approval of any such materials in advance. We are not obligated to collect a National Marketing Fee or to conduct a marketing program. We and/or affiliate owned outlets will contribute to the marketing fund on an equal basis as the Franchisees.

If we establish the National Marketing program, we may require you to contribute up to two percent (2%) of your Gross Revenues to the National Marketing program. Since we have not yet established the National Marketing program, we did not collect or expend any National Marketing Fees during the preceding fiscal year.

We may initiate, discontinue, reinstate, or change the amount of the National Marketing Fee at any time upon thirty (30) days' notice to you. Any National Marketing funds not used during any one year will carry over to the next year. We are not obligated to spend any amount on advertising in your area or territory.

We will maintain all National Marketing Fees collected, net of any taxes we are required to pay on account of having to collect the National Marketing Fees, in one or more bank accounts separate from our regular operating funds. We will provide you with an unaudited annual accounting of the National Marketing Fees within ninety (90) days after the end of our fiscal year upon your written request. We may use local, regional, or national advertising agencies or platforms for expending National Marketing Fees. We do not owe you a fiduciary duty relating to the National Marketing Fees.

We will use National Marketing Fees collected, net of taxes and governmental fees, for advertising, marketing and promotion for the benefit of the Griffin Waste Services System. Selection of marketing, advertising and promotion location, scope, content, copy, timing and approach shall be at our sole discretion. We may use some of the funds, in our discretion, for market research, production and administration of the advertising program, and our personnel costs if we hire one or more employees to provide marketing services for the System. We will attempt to benefit all of our franchisees through the marketing program over all. However, not every element of the marketing and promotion program will necessarily directly benefit any specific franchisee. In making our marketing decisions, we may consider, but not be bound by, advice from any advisory committee(s) of franchisees recognized by us.

Site Location and Opening. The typical length of time between when you sign the Agreement or pay the initial franchise fee and the time when your Franchised Business opens will generally be three to six months. We do not impose a strict deadline to be open by a specific date. The factors affecting this length of time include the time necessary for you to obtain an approved location and approved equipment, schedule your initial training, and hire and train any necessary employees. You may operate the business from your home but will need a secure place to store your waste containers and portable toilets if applicable. Our approval of your site is not required, as long as it is within your territory. If portable toilets are part of your operation, you will need water on-site to fill tanks on your transition/pumper sled and clean toilets.

Estimated Length of Time to Open. We estimate that it will take you approximately two (2) to three (3) months to open the Franchised Business after signing a Franchise Agreement. This estimated timeframe may vary depending on your financing, the availability of vehicles and equipment from third-party suppliers, and your attendance and completion of our initial training program.

Computer hardware and software. We require you to use certain computer equipment and software. You may select any computer hardware that meets or exceeds our current minimum requirements. You are responsible for maintaining and repair your hardware and to update or upgrade your software. We may recommend or require additional hardware. We may require you

to purchase specified equipment and software and/or portable hand-held devices. We currently require you to use the following computer software:

- QuickBooks Online
- ClientTether
- ProfitKeepers

Notes:

1. We do not provide any support for computer hardware or “Proprietary Software” operated on computer systems. You must upgrade your computers, modems and printers and purchase any additional equipment we specify to accommodate our software, or to improve the overall effectiveness and competitiveness of your business. We do not expect these upgrades to exceed \$2,000 per full-time Manager used by you in any 24-month period.

2. We require that you enter into a maintenance agreement with your software companies (i.e., Intuit and Microsoft) for maintenance and updates. We have no contractual obligation to provide support for the software or hardware. You are obligated by the Franchise Agreement to install and use any upgrades and updates that we may designate as mandatory. There are no limits on the frequency or cost of such upgrades or updates. We have used Intuit and Microsoft in our office continuously since 2007.

3. We currently require either Cable, DSL or Fiber Optic Internet connection that is always on. We require you to have a static IP address—it is required for the security system. We recommend that you obtain your Internet access from a major supplier.

4. We have no contractual obligation to provide support for Microsoft software, Intuit software, or other 3rd party vendors of software programs. You may be able to obtain support from your computer hardware manufacturer or directly from Microsoft. We have no contract with Microsoft or with any hardware manufacturer to provide you with service or support. We cannot estimate the cost of updates and upgrades and there is no limit to the frequency with which you may require them or the amount of the cost. Those factors are determined by Microsoft pricing and service policies. We have used versions of these software programs in our offices continuously since 2002. We have not approved any alternative software at this time.

5. Although we require you to have a computer with a network interface card that will run the required software, we do not impose additional technical requirements at this time except that your computers must be less than one year old at the time you begin using it in the Franchised Business. We may, in the future, impose additional requirements on new or replacement computer hardware. Based upon current market prices, you should be able to obtain an adequate new computer for less than \$2,000, including monitor, keyboard, mouse, printer and other peripheral devices. You must install and use upgrades and replacement equipment when We require it, which we may do at any time. There is no contractual limit on how much an upgrade would cost.

6. The required computer hardware and software will assist you in gathering, analyzing and reporting data and sales results. The required computer hardware and software will also collect and make available to you and to us extensive information about your business, including purchases, customer data, inventory, receipts, cost of goods, profitability and expenses, including payroll and employee expense and scheduling. Under the Franchise Agreement, we have unlimited independent access to the information for any proper purpose under the Agreement.

Unless otherwise required by law, we will not provide the information to any other person except in summary or statistical formats—and with your identifying information removed.

Initial Training. Before opening your Franchised Business, you and your Manager, must successfully complete our initial training program. We will decide whether you successfully complete the initial training program based upon knowledge test results and our observations of your ability to use the knowledge effectively. We will ordinarily schedule the initial training program so that you will complete the pre-opening portions no more than 60 days before the scheduled opening of your Franchised Business. You are responsible for all salaries, compensation and travel-related expenses of persons receiving training, both initial training and on-going training. For further information regarding expenses related to the initial training, please review again Item 6.

TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
Orientation to Griffin Waste Services	1	N/A	Asheville, NC, Knoxville, TN, or another location
Objectives of Griffin Waste Services	1	N/A	Asheville, NC, Knoxville, TN, or another location
Setting Up The Business	2	N/A	Asheville, NC, Knoxville, TN, or another location
Management Duties	12	40	Asheville, NC, Knoxville, TN, or another location
Support Systems & Computer Systems	8	4	Asheville, NC, Knoxville, TN, or another location
Customer Service	6	N/A	Asheville, NC, Knoxville, TN, or another location
Marketing & Advertising	4	N/A	Asheville, NC, Knoxville, TN, or another location
People Management	1	N/A	Asheville, NC, Knoxville, TN, or another location
Safety & Security	1	N/A	Asheville, NC, Knoxville, TN, or another location
QuickBooks	4	4	Asheville, NC, Knoxville, TN, or another location
TOTAL	40	48	

All times are approximate, and we may adjust them based upon your experience and rate of learning. Initial training will be approximately 40 hours at our operation in Asheville, NC or Knoxville, TN and 48 hours on the job with our affiliate or a Franchisee. The Manual will be the primary instructional training material. Training will be held on an “as needed” basis. The instructors shall be Mike Griffin and Ryan Norwood. Mike Griffin founded Griffin Waste Services in 2002 and has managed the Griffin Waste business of our affiliate ever since. Ryan Norwood

joined our affiliate working at its Knoxville location in 2006 and bought the business and became a franchisee in 2018. He also assists us in franchise development.

We do not charge for the initial training for you or your Manager (initial training for a total of two people is included in your Franchise Fee), but you must pay the travel and living expenses for you and your employee. After the first two persons there will be an estimated \$1,000 fee per person for additional trainers. In all cases, you are solely responsible for all salaries, compensation, benefits, travel and related expenses for trainees. All training occurs at our Asheville, NC or Knoxville, TN Griffin Waste Services operation. The Franchisee is responsible for training all other employees. You must complete the initial training program to our satisfaction, or we can terminate the franchise agreement, with no refund of the initial franchise fee. There is no deadline for completing the training course, but you cannot open until you have successfully completed it. We do not presently require any additional training or refresher courses.

ITEM 12 TERRITORY

We will grant you at least one Exclusive geographic territory ("Territory"), which we will describe in Exhibit B to the Agreement. Your Territory will be defined by zip codes and will have an approximate population of 500,000 people. If you are granted a second or third Territory, they will also be defined by zip codes and will have an approximate population of 500,000 people each. If you are not in breach of the Agreement, we will not locate or open a competitive business under the Marks and using the System in your Territory, either company-owned or franchised, during the term of the Agreement. You are permitted to operate the Franchised Business only from one location and only within your Territory. Our approval of your site is not required, as long as it is within your Territory, and you can relocate to another location within your Territory, as long as you give us written notice of the new address. You may advertise, market and accept business in any area not assigned to another franchisee. Franchisee may accept business in another franchised area if the person requesting service has been a previous regular customer of yours, however, we have found subbing work for the other Franchisee more workable.

In determining the original size and boundaries of your Territory, we will consider demographic and other factors that we deem appropriate, including the number of people living within the market area, the number and size of competitors, traffic patterns, the competitive situation, natural determinants, and economic data. We will not necessarily give any single factor or combination of factors controlling weight. Your Territory will not be identical to that of any other franchises, and you must make your decision whether to purchase the franchise based upon your knowledge of your proposed Territory.

To maintain Territory exclusivity, you must achieve at least \$300,000 in Gross Revenue per Territory during your first year of operation and an increase of at least five percent (5%) in annual Gross Revenue during your second year of operation over your first year of operation.

If you fail to meet these minimums, we reserve the right to reduce the size of any of your Territories or terminate the Franchise Agreement upon written notice to you.

Except as described above, we and our affiliate(s) will not establish other franchised or company-owned Griffin Waste Services offices within your Territory. Except as described above, we will not alter your Territory. Your continued Territory rights are not affected by market penetration. Neither we nor any affiliate of ours reserve any rights to use other channels of distribution, including the Internet, within your Territory, either using our principal trademarks or trademarks different than those you will use. We will not solicit or accept orders within your Territory, as long as you are in full compliance with your franchise agreement. You do not have the right to use other channels of distribution, such as the Internet, catalog sales, telemarketing, or other direct marketing, to make sales outside of your Territory. You may not solicit business from customers located outside of your Territory, but may service such a customer if they contact you, they are not in the territory of another franchisee, and you provide us with advance written notice.

ITEM 13 TRADEMARKS

We give you the right to use the name “Griffin Waste Services,” and other trade names, trademarks, service marks, trade dress and logos we currently use or which we may adopt or approve (the “Marks”) in the Franchised Business. You must follow our rules when you use the Marks. You may only use the Marks exactly as we specify. You may not use any of the Marks in connection with the offer or sale of any unauthorized product or service. As for advertising of any kind including print, digital or broadcast our brand logo must be used reflecting the current color and form. Our colors and logos are provided for download and use through our media page and all advertising is subject to the Franchisor’s approval.

We own the trademark for “Griffin Waste Services” and it is registered with the U.S. Patent and Trademark Office on the Principal Register. The registration date is September 23, 2008 and the Registration Number is 3,504,166. All required affidavits have been filed.

There are no currently effective material determinations of the United States Patent and Trademark Office, the Trademark Trial and Appeal Board, or any state trademark administrator or court, any pending infringement, opposition or cancellation proceedings. There are no currently effective agreements that significantly limit the franchisor’s right to use or license the use of the trademarks listed in this section in a manner material to the franchise.

You must inform us if you become aware of any misuse or misappropriation of the Marks or anything confusingly similar. You may not start any litigation relating to the wrongful use of the Marks without our prior written approval. We may take whatever action we deem appropriate to protect or defend the Marks or System, but we need not take any action.

If a third party sues you claiming that you are infringing the trademark or trade name of the third party by using the Marks, you must inform us immediately. We will indemnify you as to that claim only and have the right to control the litigation.

It may become necessary in our sole discretion, because of trademark litigation, a decision of the Patent and Trademark Office, or otherwise, to change the Marks. In that event, you must immediately adopt the new or revised Marks and our maximum liability, including for any purported goodwill, is to reimburse you for the actual out-of-pocket costs of changing the principal signs identifying your Premises.

We are not aware of any superior prior rights or infringing uses that could materially affect your use of the Marks in the state where the franchise will be located.

ITEM 14

PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

We do not currently own any patents. We claim copyright protection and will continue to claim copyright protection of the Manual and revisions of all Manuals and Handbooks loaned to you, and all training materials we provide or sell to you and your employees. We have not registered any copyrights but may in the future.

The Manual(s), the contents of each, and certain other information we will provide to you, including certain procedures, marketing and sales strategies and annual reports on marketing funds expenditures, if required are all confidential trade secrets. All information we provide to you or which you develop in the course of performing under the Agreement, which is not generally available to the public, and which a competitor might find valuable are trade secrets. If we designate something as a “Trade Secret”, you must treat it as a Trade Secret whether or not it would otherwise meet any definition of “Trade Secret”. You are responsible for protecting all trade secrets and other confidential and proprietary information and you cannot transfer them or sell them to anyone at any time. You must require Manager(s) and other employees who have access to Trade Secrets to comply with your obligations under the Franchise Agreement to protect The Franchise Agreement does not require us to take any action to protect our copyrighted information.

ITEM 15

OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISED BUSINESS

You must either devote your full time and effort to managing and operating the Franchised Business or delegate its management or operation to a responsible person. You must reserve and exercise ultimate authority and responsibility over the operation and management of the Franchised Business. If you delegate management and operation to a Manager, the Manager must first successfully complete our initial training program within sixty days after assuming the role of Manager. If you are a corporation or other entity, each owner must personally guaranty the Agreement and the entity must designate a competent Manager. We do not require the designated Manager to be an equity owner of the franchised business. You must, at all times, employ at least one Manager. You must require each Manager and employee to whom you disclose our trade secrets to be subject to the trade secrets section of the Franchise Agreement (Franchise Agreement – Article 5). You must require every Manager and employee with access to trade secrets to sign a confidentiality agreement. The current form of confidentiality agreement is Addendum G to the Franchise Agreement.

ITEM 16

RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You may offer for sale only services we approve. You must offer, as a custom waste hauling company, services to your customers operating under our Marks and following our System, and of a type, quality and variety consistent with the Griffin Waste Services image. You must obtain your supplies and equipment from vendors we select or approve. We have sole discretion in determining what constitutes the Griffin Waste Services image. The image is constantly evolving as markets change. You may not engage in sales through alternative distribution channels or the Internet without our prior written approval. We are not required to give you such approval.

We may change the System or any part of the System at any time, and as changed it will remain the System. We own any improvements or changes in the System whether we, you or other Franchisees develop them and have the right to adopt and perfect such improvements or changes without compensating you. If we modify the System, you must, at your own expense, adopt and use the modification(s) as if they were part of the System at the time you signed the Agreement. There are no restrictions on our right to modify the types of goods and services you will offer except that we will remain primarily a custom waste hauling company.

ITEM 17

RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

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

	Provision	Section in Franchise Agreement	Summary
a.	Term of the Franchise	Article 1	10 years
b.	Renewal or extension of the term	Article 9	If you are in good standing and we continue the franchise system in your area, we may permit you to renew for another term under the then-current agreement, which may be materially different than the agreement we are now offering.
c.	Requirements for Franchisee to renew or extend	Article 9	Be in good standing with us, sign new agreement, update or replace equipment, retain Premises, give 12 months' notice and pay a fee of not more than ten percent (10%) of the then-current Franchise Fee. When renewing, you may be asked to sign a contract with materially different terms and conditions than your original contract.

	Provision	Section in Franchise Agreement	Summary
d.	Termination by Franchisee	No Provision	Not Applicable
e.	Termination by Franchisor without cause	Not Applicable	Not Applicable
f.	Termination by Franchisor with cause	Article 15	We may terminate only for cause. We may, in lieu of terminating your franchise, terminate your territorial rights and leave your franchise in full force and effect; however, terminating your territorial rights does not limit our rights thereafter to terminate your franchise for the same or a different cause.
g.	"Cause" defined--defaults which can be cured	Article 15	You have 72 hours to cure: failure to pay us or our affiliate or another Griffin Waste Services Franchisee; unauthorized assignment; abandonment (even if unintentional); you become insolvent; failure to pay any taxes before delinquent; sublicensing of Marks; impasse among owners of Franchise; refusal to permit an audit; violation of any law or rule (including any health codes, rules or regulations); conviction of a felony; failure to operate properly using the Marks; unethical or dishonest business dealings; failure to maintain insurance; failure to timely deliver estoppels certificate; or termination of any other agreement between you and us for cause. You have 30 days to cure any breach of the Agreement for which the Agreement does not specify a shorter period.
h.	"Cause" defined--defaults which cannot be cured	Article 15	Non-curable defaults: repeated defaults, even if cured; you are adjudged bankrupt; assignment for benefit of creditors; abandonment of business; convicted or plead guilty to violating law relating to Franchised Business.

	Provision	Section in Franchise Agreement	Summary
i.	Your obligations on termination/non-renewal	Articles 16 & 17	No further use of Marks, telephone numbers, telephone listings, computer software, trade secrets or the Manual; certain notification obligations; payment of sums due to us; we have option to lease or assume lease for your Premises; sign document(s) to transfer telephone numbers; continuing royalties on pending sales, if any; and we have option to purchase any part of your business assets. If we elect to assume your lease and to operate a Griffin Waste Services business from your Premises, you must cooperate in a changeover procedure, including notifying the landlord of the change of tenant, conducting an inventory, permitting us to use your furniture, fixtures and equipment for up to 60 days, and permitting us to communicate directly with your employees, vendors and customers in order to facilitate a smooth transition.
j.	Assignment of contract by Franchisor	Articles 12, 14 & 21	No restriction on our right to assign except that if our assignee assumes all of our obligations to you then we are free of further liability to you.
k.	"Transfer" by Franchisee--definition	Articles 11, 12, 13 & 14	Includes any assignment, transfer, sale, sublease or encumbrance of the Agreement, the Franchise, the assets of your business, the Premises, or of any ownership interest in the Franchisee if you are a corporation, partnership or limited liability company or other form of Entity.
l.	Franchisor's approval of transfer by Franchisee	Articles 11, 12, 13 & 14	Franchisor has the right to approve or disapprove all transfers.

	Provision	Section in Franchise Agreement	Summary
m.	Conditions for Franchisor's approval of transfer	Articles 11, 12, 13 & 14	You are current in all fees to us; you are not in material breach of the Agreement; you have paid all debts of your business; new Franchisee signs release of claims against us for representations you made; you sign a mutual termination and release of the Agreement; we receive transfer fee (20% of then-current Initial Franchise Fee) plus any third-party broker fees that you or we incur; new Franchisee signs the then-current form of Agreement (except preserving your financial terms for balance of your term); new Franchisee qualifies; new Franchisee successfully completes initial training program; new Franchisee obtains rights to your Premises lease, if applicable; and we receive 30 day right of first refusal. The fee to transfer to an entity with identical ownership is \$500.
n.	Franchisor's right of first refusal to acquire your business	Articles 12 & 16	We may match any offer for your business.
o.	Franchisor's option to purchase your business	Article 16	On termination, we may purchase any part of your business at the fair market value of the tangible personal property purchased.
p.	Your death or disability	Articles 12 & 13	Your heirs or personal representative must, within 90 days, either (i) request the right to continue to operate the business, subject to Article 13 of the Agreement except that no transfer fee will be payable, or (ii) sell the Franchised Business to a third party, subject to Article 13 of the Agreement. If we deny a request to continue to operate the business, the 90 days to sell begins on the date of our denial. The same applies if you become disabled as defined in Article 14 of the Agreement.
q.	Non-competition covenants during the term of the franchise	Article 17	No involvement in any competing business anywhere.

	Provision	Section in Franchise Agreement	Summary
r.	Non-competition covenants after the franchise is terminated or expires	Articles 17 (if applicable)	For 24 months, you must not compete with us within 20 miles of the boundaries of your Territory, solicit or divert any of our customers or vendors or customers or vendors of any other Franchisee, disclose any trade secrets, or solicit or hire any of our employees, former employees or Franchisees. For 24 months, you will not be employed by or in business with any person or entity that does any of those things. (subject to applicable state law)
s.	Modification of the agreement	Article 21	Only by written agreement; we may modify Manual at any time.
t.	Integration/merger clause	Article 21.11	Only the terms of the Agreement are binding (subject to state law). Any other promises or agreements may not be enforceable.
u.	Dispute resolution by arbitration or mediation	Article 19	Most disputes must be submitted to mediation except for specific breaches of the Franchise Agreement by you. All disputes not settled by mediation must be submitted to arbitration. (subject to applicable state law)
v.	Choice of forum	Articles 19 & 21	Litigation or arbitration must be in the State of North Carolina (subject to applicable state law)
w.	Choice of law	Article 21	North Carolina law applies. (subject to applicable state law)

ITEM 18 PUBLIC FIGURES

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

ITEM 19

FINANCIAL PERFORMANCE REPRESENTATIONS

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

There were fifteen (15) Griffin Waste Service franchises that were open as of December 31, 2023 and operated for the entire 2024 Calendar Year (January 1, 2024 to December 31, 2024) (the “2024 Outlets”). The table below is a historical financial performance representation that discloses the Gross Revenues generated by the 2024 Outlets during the 2024 Calendar Year.

The table below only discloses Gross Revenues and does not reflect operating costs, such as cost of goods, labor, rent, royalties, insurance and marketing, incurred by the 2024 Outlets. The Gross Revenues figures disclosed in this Item 19 were reported to us by the 2024 Outlets.

2024 Gross Revenues						
Subset	Average Gross Revenues in Subset	Median Gross Revenues in Subset	Highest Gross Revenues in Subset	Lowest Gross Revenues in Subset	Number of 2024 Outlets in Subset	Number and Percentage of Outlets that met or exceeded the Average
Top 20%	\$1,684,963.81	\$1,094,344.57	\$2,894,093.50	\$1,066,453.35	3	1 (33%)
Mid-High 20%	\$871,007.52	\$911,666.12	\$993,594.05	\$707,762.38	3	1 (33%)
Middle 20%	\$431,103.94	\$350,702.50	\$594,193.33	\$348,416.00	3	1 (33%)
Mid-Low 20%	\$239,254.53	\$231,579.00	\$289,727.56	\$196,457.02	3	1 (33%)
Bottom 20%	\$82,688.23	\$47,755.60	\$184,219.09	\$16,090.00	3	1 (33%)

Written substantiation of the financial performance representation will be provided to the prospective franchisee upon reasonable request.

Some outlets have sold this amount. Your results may differ. There is no assurance that you’ll earn as much.

Other than the preceding financial performance representation, Griffin Waste Service Franchising, LLC does not make any financial performance representations. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future

income, you should report it to our management by contacting James M. Griffin, Griffin Waste Service Franchising, LLC, 402 Old Leicester Highway, Asheville, North Carolina, 28806, (828) 273-0623, the Federal Trade Commission and any appropriate state regulatory agencies.

ITEM 20 OUTLETS AND FRANCHISEE INFORMATION

TABLE NO. 1
Systemwide Outlet Summary
For years 2022 to 2024

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2022	14	18	+4
	2023	18	15	-3
	2024	15	15	0
Company-Owned	2022	0	0	0
	2023	0	0	0
	2024	0	0	0
Total Outlets	2022	14	18	+4
	2023	18	15	-3
	2024	15	15	0

TABLE NO. 2
Transfers of Outlets from Franchisees to New Owners
(other than the Franchisor)
For years 2022 to 2024

State	Year	Number of Transfers
Georgia	2022	0
	2023	1
	2024	1

State	Year	Number of Transfers
Tennessee	2022	1
	2023	0
	2024	0
Utah	2022	0
	2023	1
	2024	0
Total	2022	0
	2023	2
	2024	1

TABLE NO. 3
Franchisees
For Years 2022 to 2024

State	Year	Outlets at Start of Year	Outlets Opened	Terminated	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of Year
CO	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
FL	2022	2	2	0	0	0	0	4
	2023	4	0	0	0	0	1	3
	2024	3	0	0	0	0	0	3
GA	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
NC	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	1	1
	2024	1	0	0	0	0	0	1
OK	2022	0	1	0	0	0	0	1

State	Year	Outlets at Start of Year	Outlets Opened	Terminated	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of Year
	2023	1	0	0	0	0	1	0
	2024	0	0	0	0	0	0	0
SC	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
TN	2022	3	0	0	0	0	0	3
	2023	3	0	0	0	0	0	3
	2024	3	0	0	0	0	0	3
TX	2022	1	1	0	0	0	0	2
	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
UT	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
Totals	2022	14	4	0	0	0	0	18
	2023	18	0	0	0	0	3	15
	2024	15	0	0	0	0	0	15

TABLE NO. 4
Status of Company-Owned Outlets
For Years 2022 to 2024

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
NC	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
Totals	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0

	2024	0	0	0	0	0	0
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TABLE NO. 5
Projected Openings As of December 31, 2024

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlets In The Next Fiscal Year	Projected New Company-Owned Outlets In The Next Fiscal Year
Alabama	0	2	0
Florida	0	2	0
Georgia	0	2	0
North Carolina	0	2	0
South Carolina	0	2	0
TOTAL	0	10	0

Franchisees, and the addresses and telephone numbers of each of their offices are provided in Exhibit C. Exhibit C also lists the name, city and state, and the current business telephone number (or, if unknown, the last known home telephone number) of every franchisee 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.

During the last three fiscal years, we have not signed any confidentiality clauses with any current or former franchisees which would in any way restrict their ability to speak with you openly about their experience with Griffin Waste Services.

There are no trademark specific franchisee organizations associated with the franchise system, nor are there any independent franchisee organizations that have asked to be included in this disclosure document.

ITEM 21 FINANCIAL STATEMENTS

Exhibit A contains our Financial Statements for the years ending December 31, 2024, December 31, 2023, and December 31, 2022 as well as our unaudited Balance Sheet as of March 31, 2025 and our unaudited Profit and Loss Statement from January 1, 2025 to March 31, 2025.

Our fiscal year ends on December 31.

ITEM 22 CONTRACTS

We urge you to read all of the contracts and agreements carefully. This Franchise Disclosure Document cannot possibly contain all of the terms of the various agreements. It is important that you understand all of those terms. We have attached the following contracts and agreements as Exhibit B:

Exhibit B - Franchise Agreement with:

- Addendum A, Location of Franchised Business;
- Addendum B, Territory;
- Addendum C, Lease Conditional Assignment Agreement
- Addendum D, Assignment of Telephone Numbers
- Addendum E, Personal Guaranty
- Addendum F, Master Lease (if applicable)
- Addendum G, Trade Secrets and Confidentiality Agreement
- Addendum H, SBA Form 2462

Exhibit H Statement of Prospective Franchisee

ITEM 23 RECEIPTS

A receipt for this Franchise Disclosure Document is attached at the end of this document. You must remove one copy, sign it and return it to Griffin Waste Service Franchising, LLC at the address on the cover of this document.

**EXHIBIT A TO THE DISCLOSURE DOCUMENT
FINANCIAL STATEMENTS**

UNAUDITED BALANCE SHEET DATED MARCH 31, 2025 AND UNAUDITED PROFIT AND LOSS STATEMENT FOR THE PERIOD FROM JANUARY 1, 2025 TO MARCH 31, 2025.

THESE FINANCIAL STATEMENTS ARE PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES OR SELLERS OF FRANCHISES SHOULD BE ADVISED THAT NO INDEPENDENT CERTIFIED PUBLIC ACCOUNTANT HAS AUDITED THESE FIGURES OR EXPRESSED HIS/HER OPINION WITH REGARD TO THE CONTENT OR FORM.

Griffin Waste Service Franchising LLC

Balance Sheet As of March 31, 2025

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
First Citizens-Checking	72,402.65
Total Bank Accounts	\$72,402.65
Accounts Receivable	
Accounts Receivable	32,074.35
Total Accounts Receivable	\$32,074.35
Other Current Assets	
Advance to owner-loan	38,500.00
Equip for Resale	0.00
Interest receivable	0.00
Interest Receivable-Unrelated	0.00
Inventory Asset	37,530.16
Royalties Receivable	28,374.92
Undeposited Funds	413.48
Total Other Current Assets	\$104,818.56
Total Current Assets	\$209,295.56
Fixed Assets	
2015 Ford F550	20,000.37
2019 Chevy Silverado 2500	58,000.00
Accumulated Depreciation	-48,716.75
Bizhub	1,605.00
Carport at 412 Building	4,682.07
Fixed Asset Computers	1,288.34
Fixed Asset Other Tools Equipment	2,270.00
Florida Desk	1,183.99
Furniture and Equipment	3,877.60
HP Computer	1,436.48
IP Phone	165.83
M/S Surface Tablet	1,070.16
Wendy Laptop	978.90
Total Fixed Assets	\$47,841.99
Other Assets	
A/R Exchange	0.00
Accum Amaortization	0.00
Advances to Denver Office	12,000.00
Due From Affiliates	
Advance Payment to GWS	0.00
Due From Handle Safe Ststems	399,874.00
Total Due From Affiliates	\$399,874.00

Griffin Waste Service Franchising LLC

Balance Sheet

As of March 31, 2025

	TOTAL
Due from MGCG Properties-1879	0.00
Franchise Fee Receivable-OEM	0.00
Intangible asset	19,625.00
Notes receivable	2,369.99
Note Rec. - MWC, LLC	0.00
Note Receivable-Current Maturities	0.00
Note receivable-MD Hauling	0.00
Total Notes receivable	2,369.99
Organization Costs	0.00
Total Other Assets	\$433,868.99
TOTAL ASSETS	\$691,006.54
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	0.00
Total Accounts Payable	\$0.00
Credit Cards	
Capital One	7,879.37
Total Credit Cards	\$7,879.37
Other Current Liabilities	
A/P Exchange	0.00
Accrued expenses	0.00
Accrued interest	0.00
Due to GWS	0.00
Payroll Liabilities	25,834.06
Total Other Current Liabilities	\$25,834.06
Total Current Liabilities	\$33,713.43
Long-Term Liabilities	
Bank of Asheville-Loan	0.00
First Citizens Loan	0.00
Total Long-Term Liabilities	\$0.00
Total Liabilities	\$33,713.43
Equity	
Member 1 Draws	-110,000.00
Member 1 Equity	0.00
Member 2 Draws	-12,225.00
Opening Balance Equity	0.00
Retained Earnings	791,435.73

Griffin Waste Service Franchising LLC

Balance Sheet

As of March 31, 2025

	TOTAL
Net Income	-11,917.62
Total Equity	\$657,293.11
TOTAL LIABILITIES AND EQUITY	\$691,006.54

Griffin Waste Service Franchising LLC

Profit and Loss January - March, 2025

	TOTAL
Income	
Franchise Sale	6,000.00
Royalty	96,006.41
Total Income	\$102,006.41
GROSS PROFIT	\$102,006.41
Expenses	
Advertising	
Internet	-3,013.22
Total Advertising	-3,013.22
Automobile Expense	269.10
Bank Service Charges	16.00
Franchise Development	135.03
BizBuySell	6,489.00
CRM	3,027.25
Dues & subscriptions	7,444.51
Google Advertising	500.00
Hubspot	60.00
Total Franchise Development	17,655.79
Internet	1,137.34
Meals	218.02
Office Maintenance	4.80
Office Supplies	367.96
Payroll Expenses	
Employee Salaries	48,499.02
Officer Salaries	12,999.99
Total Payroll Expenses	61,499.01
Payroll Tax Expenses	7,921.20
Professional Fees	
Accounting & Tax Prep	975.00
Consultant	10,000.00
Legal	12,500.00
Total Professional Fees	23,475.00
QuickBooks Payments Fees	1,172.40
Rent	
Asheville Office	2,000.00
Colorado Office	6,403.65
Knoxville Training Office	499.00
Total Rent	8,902.65
State Registrations	100.50
Subscription	88.81
Telephone Expense	1,666.67

Griffin Waste Service Franchising LLC

Profit and Loss

January - March, 2025

	TOTAL
Travel Expense	651.20
Utilities	1,391.71
Total Expenses	\$123,524.94
NET OPERATING INCOME	\$ -21,518.53
Other Income	
Franchise Transfer Fee	7,000.00
Refunds Received	2,600.91
Total Other Income	\$9,600.91
NET OTHER INCOME	\$9,600.91
NET INCOME	\$ -11,917.62

GRIFFIN WASTE SERVICE FRANCHISING, LLC

FINANCIAL REPORT

AS OF DECEMBER 31, 2024



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GRIFFIN WASTE SERVICE FRANCHISING, LLC

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Independent Auditor's Report

To the Members
Griffin Waste Service Franchising, LLC
Asheville, North Carolina

Report on the Audit of the Financial Statements

Opinion

We have audited the accompanying balance sheets of Griffin Waste Service Franchising, LLC as of December 31, 2024, and 2023 and the related statement of operations and members' equity and cash flows for the years ended December 31, 2024, 2023 and 2022 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 Griffin Waste Service Franchising, LLC as of December 31, 2024, and 2023 and the results of their operations and their cash flows for the years ended December 31, 2024, 2023 and 2022 in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Griffin Waste Service Franchising, LLC and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Griffin Waste Service Franchising, LLC's ability to continue as a going concern for one year after the date that the financial statements are issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if 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.

2580 East Harmony Road, Ste. 301-10 • Ft. Collins, CO 80528
Office: (303) 999-6485



In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit 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 Griffin Waste Service Franchising, LLC's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Griffin Waste Service Franchising, LLC'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.

Handwritten signature in blue ink that reads "Reese CPA LLC".

Ft. Collins, Colorado
April 14, 2025

GRIFFIN WASTE SERVICES FRANCHISING, LLC
BALANCE SHEETS

	AS OF DECEMBER 31,	
	2024	2023
ASSETS:		
CURRENT ASSETS		
Cash and equivalents	\$ 109,282	\$ 76,595
Accounts receivable, net	24,955	34,363
Equipment held for sale	37,530	37,530
TOTAL CURRENT ASSETS	171,767	148,488
NON-CURRENT ASSETS		
Property and equipment, net	28,702	46,863
Intangible assets	19,625	19,625
TOTAL ASSETS	\$ 220,094	\$ 214,976
LIABILITIES AND MEMBERS' EQUITY:		
CURRENT LIABILITIES		
Accounts payable and accrued expenses	\$ 29,345	\$ 13,114
Non-refundable deferred franchise sales - current portion	19,861	19,861
TOTAL CURRENT LIABILITIES	49,206	32,975
LONG-TERM LIABILITIES		
Non-refundable deferred franchise sales	107,778	128,254
TOTAL LIABILITIES	156,984	161,229
MEMBERS' EQUITY		
Members' equity	513,484	540,427
Due from related party	(450,374)	(486,680)
TOTAL MEMBERS' EQUITY	63,110	53,747
TOTAL LIABILITIES AND MEMBERS' EQUITY	\$ 220,094	\$ 214,976

The accompanying notes are an integral part of these financial statements.

GRIFFIN WASTE SERVICES FRANCHISING, LLC
STATEMENTS OF OPERATIONS AND MEMBERS' EQUITY

	FOR THE YEARS ENDED DECEMBER 31,		
	2024	2023	2022
REVENUES			
Royalty Revenue	\$ 392,246	\$ 421,094	\$ 375,015
Franchise sales	20,476	25,654	120,593
Equipment sales	46,878	3,649	500,280
TOTAL REVENUES	<u>459,600</u>	<u>450,397</u>	<u>995,888</u>
COST OF SALES	17,670	26,500	485,880
GROSS PROFIT	<u>441,930</u>	<u>423,897</u>	<u>510,008</u>
OPERATING EXPENSES			
Payroll and related costs	280,513	254,335	299,772
General and administrative	74,559	80,165	67,962
Advertising and marketing	64,446	80,105	95,130
Professional fees	31,194	8,754	10,280
Depreciation	18,161	18,632	18,312
TOTAL OPERATING EXPENSES	<u>468,873</u>	<u>441,991</u>	<u>491,456</u>
OPERATING INCOME (LOSS)	(26,943)	(18,094)	18,552
OTHER INCOME			
Interest income, net	-	25	145
NET INCOME (LOSS)	<u>(26,943)</u>	<u>(18,069)</u>	<u>18,697</u>
MEMBERS' EQUITY, BEGINNING OF YEAR	540,427	558,496	539,799
MEMBERS' EQUITY, END OF YEAR	<u>\$ 513,484</u>	<u>\$ 540,427</u>	<u>\$ 558,496</u>

The accompanying notes are an integral part of these financial statements.

GRIFFIN WASTE SERVICES FRANCHISING, LLC
STATEMENTS OF CASH FLOWS

	FOR THE YEARS ENDED DECEMBER 31,		
	2024	2023	2022
CASH FLOWS FROM OPERATING ACTIVITIES			
Net income (loss)	\$ (26,943)	\$ (18,069)	\$ 18,697
Adjustments to reconcile net income (loss) to net cash provided by operating activities:			
Depreciation & Amortization	18,161	18,632	18,312
Recognition of non-refundable deferred franchise sales	(20,476)	(19,654)	(14,593)
Write-off of notes receivable	-	-	-
Change in assets and liabilities:			
Accounts receivable	9,408	(17,469)	(5,680)
Equipment held for sale	-	-	88,235
Accounts payable	16,231	1,410	5,818
Non-refundable deferred franchise sales	-	-	79,112
Net cash provided (used) by operating activities	<u>(3,619)</u>	<u>(35,150)</u>	<u>189,901</u>
CASH FLOWS FROM INVESTING ACTIVITIES			
Payments received from notes receivable	-	3,381	3,926
Purchase of equipment	<u>-</u>	<u>-</u>	<u>(6,580)</u>
Net cash provided (used) by investing activities	<u>-</u>	<u>3,381</u>	<u>(2,654)</u>
CASH FLOWS FROM FINANCING ACTIVITIES			
Member distributions	-	-	-
Due from related party	<u>36,306</u>	<u>(328,180)</u>	<u>(20,000)</u>
Net cash provided (used) by financing activities	<u>36,306</u>	<u>(328,180)</u>	<u>(20,000)</u>
NET INCREASE (DECREASE) IN CASH	32,687	(359,949)	167,247
CASH, beginning of year	<u>76,595</u>	<u>436,544</u>	<u>269,297</u>
CASH, end of year	<u><u>\$ 109,282</u></u>	<u><u>\$ 76,595</u></u>	<u><u>\$ 436,544</u></u>
SUPPLEMENTAL DISCLOSURES			
Cash paid for interest	\$ -	\$ -	\$ -
Cash paid for taxes	\$ -	\$ -	\$ -

The accompanying notes are an integral part of these financial statements.

GRIFFIN WASTE SERVICE FRANCHISING, LLC
NOTES TO FINANCIAL STATEMENTS

NOTE 1 - NATURE OF BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Griffin Waste Service Franchising, LLC ("the Company") was formed on November 29, 2007, in the State of North Carolina as a limited liability company. The Company grants franchises to qualified persons or business entities to operate a business providing custom waste hauling services, specializing in convenient size containers perfect for cleanouts and limited space construction under the mark of "Griffin Waste Services" ®.

A summary of significant accounting policies follows:

Use of Estimates

Preparation of the Company's financial statements in accordance with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, disclosure of any contingent assets and liabilities at the date of the financial statements and reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash and Cash Equivalents

The Company considers all highly liquid investments with a maturity of three months or less at the time of purchase to be cash equivalents. The Company had no cash equivalents as of December 31, 2024, and 2023.

Franchisee Receivables

The Company's franchisee receivables primarily result from initial franchise fees, royalty fees, brand development contributions, equipment sales and training fees charged to franchisees. The timing of revenue recognition may be different from the timing of invoicing to customers. The Company records an accounts receivable when revenue is recognized prior to invoicing, or unearned revenue when revenue is recognized after invoicing. The Company reports these receivables at net realizable value.

Management determines the allowance for doubtful accounts based on historical losses, current expectations, and economic conditions. On a continuing basis, management analyzes delinquent accounts receivable and, once these accounts receivable are determined to be uncollectible, they are written off through a charge against an existing allowance account. The allowance account is reviewed regularly and adjusted against earnings as appropriate. The Company determined that an allowance on outstanding franchisee receivables of \$0 and \$0 was necessary as of December 31, 2024, and 2023, respectively. There was no Franchisee bad debt expense for the years ended December 31, 2024, 2023 and 2022, respectively. There were no Franchisee amounts written off for the years ended December 31, 2024, 2023 and 2022, respectively.

Property, Plant & Equipment

The Company has adopted ASC 360 – Property, Plant and Equipment. Property and equipment are stated at historical cost. Depreciation is provided using straight-line method based on the estimated useful lives of the related assets (generally three to seven years).

GRIFFIN WASTE SERVICE FRANCHISING, LLC
NOTES TO FINANCIAL STATEMENTS

NOTE 1 – NATURE OF BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Intangible Assets

The Company has adopted ASC 350, Intangibles – Goodwill and Other that requires that goodwill and intangible assets with indefinite lives (such as franchise development cost) no longer be amortized to earnings but be tested for impairment at least annually. Intangible assets with finite lives are reviewed for impairment if events or changes in circumstances indicate that the carrying value might not be recoverable. The Company's intangible assets consist of franchise development costs with a cost of \$19,625 as of December 31, 2024, and 2023. No impairment was determined to exist at December 31, 2024, and 2023.

Income Taxes

The shareholders of the Company have elected to be taxed as a Sub Chapter S Corporation under the provisions of the Internal Revenue Code. Under those provisions, taxable income and losses of the Company are reported on the income tax returns of its shareholders and no provisions for federal or state franchise taxes have been recorded on the accompanying balance sheet.

The Company adopted ASC 740-10-25-6 "Accounting for Uncertainty in Income Taxes", that requires the Company to disclose uncertain tax positions. Under the standard an entity may only recognize or continue to recognize tax positions that meet a "more likely than not" threshold upon examination by taxing authorities.

Based on its evaluation, the Company has concluded that there are no significant uncertain tax positions requiring recognition in its financial statements or that would affect the Company's shareholders. The Company's evaluation was performed for the years ended December 31, 2024, 2023 and 2022 for U.S. Federal Income Tax and for the State of North Carolina Income Tax.

Franchisee Revenue Recognition and Non-refundable Deferred Franchise Fee Revenue

The Company recognizes revenue under the guidance of ASC 606 "Contracts with Customers".

The Company's revenue is principally generated through franchise agreements with the Company's franchisees. Each franchise agreement is comprised of several performance obligations. The Company identifies those performance obligations, determines the contract price for each performance obligation, allocates the transaction price to each performance obligation and recognizes revenue when the Company has satisfied the performance obligation by transferring control of the good or service to the franchisee.

Revenue from initial fees is allocated to the performance obligations in the franchise agreement that are distinct from the symbolic intellectual property. These primarily include training services, opening support services, opening marketing assistance and franchisee acquisition and acceptance. The amount allocated to each identified performance obligation is determined using the expected cost plus a margin approach. Revenue from initial fees is recognized when the performance obligation is satisfied, and control of the goods or service has been transferred to the franchisee. Performance obligations that are normally satisfied by the opening of the franchised business to the public are determined to be earned during the period from the execution of the contract to the opening of the franchised business which is generally less than one year. Unearned initial fee revenues from franchisee acquisition and acceptance will be recorded as deferred non-refundable revenue and recognized as revenue over the term of the contract which is currently 10 years.

GRIFFIN WASTE SERVICE FRANCHISING, LLC
NOTES TO FINANCIAL STATEMENTS

NOTE 1 – NATURE OF BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Franchisee Revenue Recognition and Non-refundable Deferred Franchise Fee Revenue (continued)

from the date the franchisee opens the franchise business to the public. Incremental costs of obtaining a franchise agreement with a franchisee related to unsatisfied performance obligations will be recorded as a franchise acquisition asset and are recognized as a cost of sales over the same term as the related performance obligation which is currently 10 years.

When a franchisee purchases a Griffin Waste Service franchise, the Company grants the franchisee certain rights over the term of the agreement. These consist of the right to conduct the franchised business in a designated agreed territory and the right to use the symbolic intellectual property of the Company. Symbolic intellectual property consists of the proprietary methods, techniques, trade dress, trademarks, and logos (“the license”). Revenues related to the license are continuing royalties are based on gross sales and are 4%. These revenues will be used to continue the development of the Company’s brand, the franchise system and provide on-going support for the Company’s franchisees. The royalties are billed weekly and are recognized as revenue when earned.

Equipment sales

Equipment sales are recognized when the franchisee takes possession and title of the equipment sold.

Advertising Fund Contribution

The Company may establish a national advertising fund contribution to provide regional and national advertising for the benefit of the franchisees. The advertising fee is to be collected monthly and is 1% of the gross revenue.

Advertising Costs

The Company expenses advertising costs as incurred. Advertising expense for franchise development for the years ended December 31, 2024, 2023 and 2022 were \$64,446, \$80,105, and \$95,130, respectively.

Fair Value of Financial Instruments

For the Company's financial instruments, which consist of cash and cash equivalents and accounts payable, the carrying amounts approximate fair value due to their short maturities.

Recently issued accounting pronouncements

The Company has adopted all recently issued Accounting Standards Updates (“ASU”). Management has not yet determined the effect of the adoption of the recently issued ASU, including those not yet effective.

GRIFFIN WASTE SERVICE FRANCHISING, LLC
NOTES TO FINANCIAL STATEMENTS

NOTE 2 – CONTRACTS WITH CUSTOMERS

The Company has recorded a liability for unearned revenue associated with franchisee acquisition and acceptance performance obligation of the Company's franchise agreement. The account balances and activity are as follows:

	December 31,	
	2024	2023
Deferred Non-refundable Franchise Fees:		
Balance Beginning of year	\$ 148,115	\$ 167,769
Recognition of franchise acquisition costs	(20,476)	(19,654)
Balance at End of Year	<u>\$ 127,639</u>	<u>\$ 148,115</u>

Estimated Recognition of Non-refundable Deferred Franchise Fees

Estimated revenues to be recognized in future periods related to non-refundable deferred franchise fees as reported at December 31, 2024, is as follows:

	Non-refundable Franchise Fees
Year ending December 31:	
2025	\$ 19,861
2026	19,861
2027	19,111
2028	18,861
2029	17,028
Thereafter	32,917
	<u>\$ 127,639</u>

Disaggregation of Revenues

Disaggregated revenues based on the satisfaction of performance obligations in the Company's contracts with franchisees for the years ending December 31, 2024, 2023, and 2022, is as follows:

	2024	2023	2022
Performance obligations satisfied at a point in time	\$ 439,124	\$ 430,743	\$ 981,295
Performance obligations satisfied by the passage of time	20,476	19,654	14,593
Total revenues	<u>\$ 459,600</u>	<u>\$ 450,397</u>	<u>\$ 995,888</u>

GRIFFIN WASTE SERVICE FRANCHISING, LLC
NOTES TO FINANCIAL STATEMENTS

NOTE 3 – PROPERTY AND EQUIPMENT, NET

Property and equipment, net consist of the following:

	2024	2023
Vehicles	\$ 78,000	\$ 78,000
Office equipment	17,580	17,850
Total	95,580	95,580
Less accumulated depreciation	(66,878)	(48,717)
	<u>\$ 28,702</u>	<u>\$ 65,495</u>

Depreciation expense was \$18,861, \$18,362, and \$18,312 for the years ended December 31, 2024, 2023 and 2022, respectively.

NOTE 4 – RELATED PARTY TRANSACTIONS

Amounts due from related parties were \$450,374, and \$486,680 at December 31, 2024, and 2023, respectively. These amounts are due on demand and not collateralized and are reported as a component of members' equity as the related parties are commonly owned.

The Company leases space from a related party on a month-to-month basis. Rental paid to the related party was \$11,000, \$12,000, and \$12,000 for the years ended December 31, 2024, 2023 and 2022, respectively.

NOTE 5 – COMMITMENTS AND CONTINGENCIES

Litigation

The Company may be party to various claims, legal actions and complaints arising in the ordinary course of business. In the opinion of management, all matters are of such kind, or involve such amounts, that unfavorable disposition, if any, would not have a material effect on the financial position of the Company.

NOTE 6 - SUBSEQUENT EVENTS

Date of Management's Evaluation

Management has evaluated subsequent events through April 14, 2025, the date on which the financial statements were available to be issued.

**EXHIBIT B TO THE DISCLOSURE DOCUMENT
FRANCHISE AGREEMENT**

Griffin Waste Service Franchising, LLC

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ADDENDA

- A. Location of Franchised Business
- B. Territory
- C. Lease Conditional Assignment Agreement
- D. Assignment of Telephone Number
- E. Personal Guaranty
- F. Master Lease
- G. Trade Secrets & Confidentiality Agreement
- H. SBA Form 2462
- I. State Addenda



Franchise Agreement

Franchise Agreement Number: _____

DATED: _____ ("Effective Date")

BETWEEN: **GRIFFIN WASTE SERVICE FRANCHISING, LLC** ("Franchisor")

AND: _____ ("Franchisee")

TERRITORY:

RECITALS

WHEREAS Franchisor has developed a unique business as a custom waste hauling company offering services operating under the Marks and using the System (hereinafter the "System");

WHEREAS Franchisor owns the trade name "**Griffin Waste Services**" and related logos and marks and trade dress as more fully described in this Agreement (hereinafter the "Marks");

WHEREAS, as between Franchisor and Franchisee, Franchisor is the sole and exclusive owner of all goodwill associated with and to become associated with the Marks, the value of which Franchisee acknowledges;

WHEREAS Franchisee recognizes the advantages and value of the System and Marks and desires to obtain a license for a **Griffin Waste Services** business (hereinafter the "Franchised Business");

WHEREAS Franchisee recognizes the necessity and value of maintaining high standards and uniformity of appearance, image, products, services and customer relations in conformity with the System as Franchisor may reasonably modify it from time to time; and

WHEREAS Franchisor, in reliance upon Franchisee's representations, is willing to provide certain training and other services and to grant a license, but only on the terms of this Agreement,

which terms Franchisee understands and accepts and both parties acknowledge to be reasonable and material;

NOW THEREFORE, for and in consideration of the mutual covenants herein set forth, and other good and valuable consideration, the receipt and sufficiency of which each party hereby acknowledges, and each party fully intending to be legally bound hereby, Franchisor and Franchisee mutually agree as follows:

Article 1 - License And System

1.01 Grant Of License.

1.01.01 Subject to the terms and conditions of this Agreement, Franchisor grants to Franchisee a non-exclusive license to operate one (1) **Griffin Waste Services** business using the System and Marks for a period of ten (10) years from and after the Effective Date of this Agreement, said business to be located only at the location specified in Addendum A hereto, or at such other location within the Territory as Franchisor may approve in writing. Franchisee, based upon Franchisee's own research and knowledge, shall select a location within 60 days after signing this Agreement and that location shall be accurately stated in Addendum A. Notwithstanding anything herein to the contrary, if the Franchised Business is to be located upon real property subject to a master lease under which Franchisor or a related company is the primary lessee, this Agreement shall terminate without further notice upon the earlier termination or expiration of the current term of any applicable master lease for the Premises. Franchisor is under no obligation to extend or exercise any option to extend any master lease. If a master lease is involved, a copy of the master lease is attached as Addendum F to this Agreement. If there is no master lease, this Agreement shall terminate upon expiration or termination of Franchisee's lease (a) upon Franchisee's written election; or (b) upon Franchisor's election if Franchisee does not obtain an acceptable lease at an approved location at least 30 days before expiration of Franchisee's lease. Franchisee shall not move Franchisee's Premises without Franchisor's prior written approval. Subject to Franchisee complying with applicable laws and ordinances, Franchisee may operate the Franchised Business, in whole or in part, from Franchisee's residence, provided Franchisee's residence is within Franchisee's Territory.

1.02 Location And Territory.

1.02.01 Except as specifically permitted by this Agreement, Franchisee's **Griffin Waste Services** business shall be the only **Griffin Waste Services** business to operate within the geographical territory or territories described in Addendum B hereto (the "Territory"). Franchisee's Territory will be defined by zip codes or established boundaries. If Franchisee purchases a second or third Territory under this Agreement, each Territory will also be defined by zip codes or established boundaries. Franchisor will not locate or open a competitive **Griffin Waste Services** business in the Territory, either company-owned or franchised, during the term of this Agreement, so long as Franchisee is not in breach of this Agreement. Franchisee shall not distribute or publish advertising or otherwise market outside Franchisee's territory except in compliance with this Agreement and the Manual. If Franchisee fails to achieve three hundred thousand dollars (\$300,000.00) in Gross Revenues per Territory during the first year of operating the Franchised Business, Franchisor may, in its sole discretion, reduce the size of any or all of Franchisee's Territories or terminate this Agreement upon notice to Franchisee. If Franchisee's Gross Revenues across all of its Territories during the second full year of operating the Franchised

Business are less than five percent (5%) greater than Franchisee's Gross Revenues from the first year of operating the Franchised Business, Franchisor may, in its sole discretion, reduce the size of any or all of Franchisee's Territories or terminate this Agreement upon notice to Franchisee. The parties agree that the estimated population of the Territory contained in Addendum B is a reasonable estimate of the population of the Territory based upon available governmental data.

1.03 Franchised Business.

1.03.01 The term "Franchised Business" means a business in which the Franchisee engages in the business of a custom waste hauling company operating under the Marks and using the System (hereinafter the "System"). Franchisor shall have the right to add or delete or change product and service offerings at any time and Franchisee agrees to comply with such changes.

1.04 System And Marks.

1.04.01 Franchisee agrees to operate the Franchised Business only according to the System and only under the Marks pursuant to the Manual. Franchisee acknowledges that Franchisor owns all rights to the System and the Marks and Franchisee has only such rights as this Agreement grants. For purposes of this Agreement, the "System" includes the rights and obligations set forth in this Agreement, the Operating Manual furnished to the Franchisee as amended from time to time, Franchisor's name, training, methods of operation, reputation, advertising, system and similar benefits pursuant to which the Franchisee operates the Franchised Business. Franchisor's unique trade dress is part of the Marks.

1.04.02 Unless otherwise first approved by Franchisor in writing or unless otherwise required by applicable law, Franchisee agrees to do business only under the name "**Griffin Waste Services**". Franchisee shall not use the Marks in any manner not specifically approved by Franchisor, including, without limitation, as part of any domain name or other address on any portion of the Internet or any new medium, including as part of any meta tag(s) or similar use.

1.04.03 Franchisee shall immediately notify Franchisor, in writing, if Franchisee learns of any attempt by any person to infringe upon the Marks or to wrongfully appropriate the System or any part of it. Franchisor may, in its sole discretion, take whatever action it deems appropriate to protect or defend the Marks or System but is not obligated to take any action whatsoever. Franchisee agrees to fully cooperate with Franchisor in any action anticipated by or taken by or on behalf of Franchisor. Franchisee understands that it may become necessary, in Franchisor's sole discretion, to change, totally or in part, the Marks, as a result of litigation or otherwise. In that event, Franchisee agrees to immediately adopt the new or revised Marks, and Franchisor's maximum liability, including for any purported goodwill, shall be to reimburse Franchisee the actual out-of-pocket costs of changing the principal signs identifying the Premises.

1.04.04 Franchisor may change the System or any part of the System at any time, and as changed it shall remain the System pursuant to this Agreement. Franchisor shall own any improvements or changes in the System whether developed by Franchisor, by Franchisee or by other Franchisee(s) and shall have the right to adopt and perfect such improvements or changes without compensation to Franchisee or other Franchisees. If Franchisor modifies the System, Franchisee shall, at Franchisee's own expense except to the extent specifically provided in this Agreement, adopt and use such modification(s) as if it were part of the System at the time of execution of this Agreement.

1.04.05 Franchisee agrees to operate no other business whatsoever in or about the Premises of the Franchised Business or otherwise in connection with the System or Marks without first obtaining Franchisor's written approval; provided that, Franchisee may provide any service(s) or product(s) permitted according to the Manual. Franchisee acknowledges that Franchisor owns, in connection with the Marks, all goodwill associated with or to become associated with the telephone numbers and telephone listings and agrees to execute an Assignment of Telephone Numbers in the form of Addendum D, attached.

1.05 Manual.

Franchisor agrees to loan to Franchisee during the term of this Agreement one or more operations manuals (the "Manual"), together with such updates and modifications as Franchisor may from time to time provide to Franchisee. Franchisor may make any changes or modifications in the Manual as in Franchisor's sole judgment are desirable. Franchisee agrees that if there should, at any time, be a discrepancy between the terms of Franchisee's copy of the Manual and the master copy maintained in Franchisor's office, the terms of the master copy shall prevail. Franchisee agrees, at all times, to conform to the Manual in all respects including to obtain any equipment, personnel or technology necessary to do so. The Manual is and shall at all times remain the property of Franchisor and shall be returned to Franchisor upon expiration, termination or non-renewal of this Agreement for any reason. Franchisee agrees not to make it available to or permit another to make any copies of the Manual or any portion thereof without Franchisor's prior written consent. Franchisee acknowledges and agrees that the fair value of the Manual is at least Five Thousand Dollars (\$5,000.00).

Article 2 – Initial Franchise Fee, Other Fees, And Advertising

2.01 Initial Franchise Fee.

The Initial Franchise Fee for the **Griffin Waste Services** Franchise is based on the number of Territories purchased as set forth in Section 2.02 of this Agreement. The Initial Franchise Fee shall be paid to Franchisor upon the execution of this Agreement by wire, ACH, or another method designated by Franchisor. The Initial Franchise Fee is not refundable for any reason except if through no fault of Franchisee, Franchisor determines that Franchisee has not successfully completed the initial training, in which case Franchisor will refund up to one half of the Initial Franchise Fee.

2.02 Amount of Initial Franchise Fee

Territories	Approximate Population per Territory	Fee per Territory	Initial Franchise Fee	Equipment Required
1	500,000	\$50,000	\$50,000	1 Truck, 20 Boxes
2	500,000	\$40,000	\$90,000	2 Trucks, 40 Boxes
3	500,000	\$30,000	\$120,000	2 Trucks, 50 Boxes

If the approximate population of Franchisee's Territory or Territories exceeds the nearest interval of 500,000 people, the Initial Franchise Fee shall be increased by ten cents (\$0.10) per person above the nearest interval of 500,000 people.

2.03 Royalties.

Franchisee shall pay to Franchisor an ongoing weekly royalty in the amount of six percent (6%) of the Gross Revenues earned by the Franchised Business in the immediately preceding week (the "Royalties"). The Royalties are payable weekly via ACH. Sufficient funds must be in Franchisee's designated bank account in time so that Franchisor can obtain them on or before close of business on Tuesday of the week following the week on which the Royalties are based. Franchisor may, upon thirty (30) days prior written notice, require Franchisee to pay Royalties by check, pre-authorized check, electronic funds transfer or other mechanism or to pay on a different periodic basis. If Franchisee owns more than one **Griffin Waste Services** franchise, Franchisee shall report Gross Revenues and pay Royalties for each franchise independently, unless otherwise directed by Franchisor.

2.04 National Marketing Fee.

2.04.01 Franchisor may establish a "National Marketing" program and require Franchisee to contribute up to two percent (2%) of Franchisee's weekly Gross Revenues to the National Marketing program ("National Marketing Fees"). Franchisor may initiate, discontinue, reinstate, or change the amount of the National Marketing Fee at any time upon thirty (30) days' notice to Franchisee. Franchisee shall pay the National Marketing Fee at the same time and in the same manner as Royalties. If Franchisee owns more than one **Griffin Waste Services** franchise, Franchisee shall report and pay the National Marketing Fee for each franchise independently, unless otherwise directed by Franchisor.

2.04.02 Franchisor shall maintain all National Marketing Fees collected, net of any taxes Franchisor is required to pay on account of having collected the National Marketing Fees, in one or more bank accounts separate from Franchisor's regular account(s). Franchisee authorizes Franchisor to commingle Franchisee's National Marketing Fees with those paid by other Franchisees. Franchisor will provide an unaudited annual accounting to all Franchisees as to the aggregate amount of National Marketing Fees collected and their use and application by general category, which accounting will be prepared within ninety days following the end of Franchisor's fiscal year, to Franchisee upon written request by Franchisee. Franchisee acknowledges and agrees that each such accounting is a Trade Secret and shall be treated as such according to this Agreement. Except as herein specifically provided, Franchisee waives all compliance with the Uniform Trust Accounting Act and related or similar laws to the broadest extent permitted by law. Franchisor shall not owe any fiduciary duty to Franchisee arising from collection and expenditure of the National Marketing Fees.

2.04.03 Franchisor shall use National Marketing Fees collected, net of taxes and governmental fees, for advertising, marketing and promotion for the benefit of Franchisor's System. Selection of marketing, advertising and promotion location, scope, content, copy, timing and approach shall be by Franchisor and in Franchisor's sole discretion. Franchisor may use some of the funds, in its discretion, for market research, production and administration of the advertising program, and Franchisor's personnel costs if Franchisor hires one or more employees to provide marketing services for the System. Franchisor will attempt to benefit all of Franchisor's Franchisees through the marketing program over all; however, not every element of the marketing and promotion

program will necessarily directly benefit any specific Franchisee. In making its marketing decisions, Franchisor may consider, but not be bound by, advice from any advisory committee(s) of Franchisees recognized by Franchisor.

2.04.04 Franchisor shall have no duty to conduct any marketing program and if Franchisor does conduct a program, Franchisor makes no representations or warranties regarding the nature of the marketing to be conducted or about how it will affect Franchisee's revenue.

2.05 Management Assistance.

In the event Franchisee requests Franchisor to provide extraordinary management or support services at Franchisee's location or in Franchisee's Territory Franchisee shall pay Franchisor's usual fee for such extraordinary services, which shall be due and payable no later than the second date for payment of royalties following the date of the services. All such extraordinary services shall be arranged as provided in the Manual.

2.06 Gross Revenues.

The term "Gross Revenues" shall mean the full the price of all products and services sold by Franchisee from or relating to the Franchised Business, whether or not Franchisee has received cash or other consideration, except for taxes or fees Franchisee is required to collect and remit to the federal, state, and local government and which Franchisee actually remits. Gross Revenues are calculated at the time Franchisee sells the products or services, without regard to when the Franchisee receives or expects to receive cash or other consideration therefore.

2.07 Local and Cooperative Marketing.

2.07.01 Local Marketing. Franchisee shall spend, on a monthly basis, not less than two percent (2%) of the Franchised Business's Gross Revenues from the prior month on local marketing for the Franchised Business within the Territory or Territories. Local marketing expenditures shall be in addition to the National Marketing Fees Franchisee may be required to pay Franchisor. Franchisee must spend at least five hundred dollars (\$500.00) of its local marketing expenditures each month on digital advertising with Franchisor's designated supplier(s). Franchisor may direct Franchisee to deposit some or all of its Local Marketing expenditures into a Local Marketing Cooperative. In addition to complying with any specific marketing requirements of Franchisor, Franchisee shall place and pay for such other marketing as Franchisee deems necessary and appropriate. Franchisee shall be responsible to assure that all marketing so placed complies with the Manual and serves to enhance and not detract from or harm the Marks and the goodwill attached and to become attached thereto. Franchisee shall promptly send to Franchisor copies of all marketing copy and media used. In the event Franchisor deems any advertisement or marketing technique to be not in compliance with this paragraph, Franchisee shall, immediately upon receipt of a written notice from Franchisor, cease using the subject advertisement or marketing technique and shall thereafter fully comply with this paragraph. If Franchisee violates this paragraph more than two times in any twelve-month period, Franchisor may, in addition to all other remedies available pursuant to this Agreement, require Franchisee to obtain prior written approval of copy and marketing technique for all or certain categories of marketing.

2.07.02 Regional Marketing Cooperative. If there are two or more **Griffin Waste Services** Franchisees in a marketing area, as determined by Franchisor, Franchisor may require the Franchisees to form a Regional Marketing Cooperative, and Franchisee shall participate in said cooperative and shall contribute such sums thereto as may be assessed by a majority vote of the

cooperative. No Regional Marketing Cooperative shall make assessments of more than one percent (1%) of Gross Revenues. Funds contributed to any local marketing cooperative shall be in addition to the National Marketing Fee. Each Regional Marketing Cooperative shall be organized and operate as specified in the Manual.

2.08 Grand Opening.

Franchisee shall, within three months after the date that Franchisee is open for business, publicize and conduct a Grand Opening consistent with Franchisor's guidelines. The Grand Opening shall be appropriate for Franchisee's territory, location, community, competitive environment and similar factors. Franchisee shall spend at least five hundred and fifty dollars (\$550.00) on advertising for the Grand Opening during the three (3) months after the Franchised Business opens for business.

2.09 Rebates, Discounts and Allowances.

Franchisee authorizes Franchisor to collect all available rebates, discounts and allowances (RDA) from vendors or others with whom Franchisee does business, provided that, in Franchisor's reasonable business judgment, it is appropriate to collect them. Franchisor shall place all collected RDAs in either the National Marketing fund or in a separate account and shall apply all such funds for purposes of subsidizing the cost of Franchisee conventions, meetings and incentive programs. Franchisee authorizes Franchisor to commingle Franchisee's RDA funds with those received on account of business conducted by other Franchisees. Franchisor is authorized to pay from the collected RDA funds any taxes and assessments payable on account of having received the funds and a reasonable portion of the administrative and marketing costs of securing, managing and disbursing such funds. Franchisor will provide an unaudited annual accounting as to the aggregate amount of RDA funds collected and their use and application by general category, which accounting will be prepared within ninety days following the end of Franchisor's fiscal year and will be provided to Franchisee upon written request. Franchisee acknowledges and agrees that each such accounting is a Trade Secret and shall be treated as such according to this Agreement. Except as herein specifically provided, Franchisee waives all compliance with the Uniform Trust Accounting Act and related or similar laws to the broadest extent permitted by law.

2.10 Late Fees and Interest

If any payment due under this Agreement is not received by Franchisor by the scheduled date due, Franchisee shall be in default under this Agreement. If any payment is overdue, Franchisee shall pay interest to Franchisor, in addition to the overdue amount, at a rate equal to the greater of (i) one and one-half percent (1.5%) per month, or (ii) the highest rate permitted under applicable law for this type of commercial relationship, plus \$25 per instance, which shall begin from the date of non-payment or underpayment and continue until the amount at issue is fully paid. Entitlement to collect such interest shall be in addition to any and all other remedies Franchisor may have.

2.11 Payment Terms

Franchisor may, upon thirty (30) days' notice to Franchisee, modify the payment method, due date, or payment interval of any and all fees due under this Agreement. Franchisor may require Franchisee to execute an ACH or Electronic Funds Transfer authorization form to allow

Franchisor to automatically withdraw fees from Franchisee's bank account as such fees become due under this Agreement.

2.12 Marketing and Technology Fee.

Beginning when the Franchised Business opens for business and continuing throughout the term of this Agreement, Franchisee shall pay Franchisor's designated vendor an ongoing monthly marketing and technology fee in the then-current amount determined by Franchisor, which Franchisor may increase or decrease from time to time, but to no more than the actual cost of the underlying marketing services and technology (the "Marketing and Technology Fee"). Franchisor may change the designated vendor for the Marketing and Technology Fee to any other vendor, which may include Franchisor, upon notice to Franchisee. If Franchisor designates itself as the vendor for the Marketing and Technology Fee, Franchisor may use some or all of the collected Marketing and Technology Fee for any marketing and technology services it decides to engage third-party suppliers to provide for Franchisee or Franchisor may use some or all of the collected Marketing and Technology Fee to cover its own expenses for providing certain marketing and technology services to Franchisee, including, without limitation, payment for Franchisor's management of Franchisee's digital advertising. As of the Effective Date of this Agreement, the Marketing and Technology Fee is currently \$600 per month.

Article 3 - Reports And Audits

3.01 Records And Reports.

Franchisee shall at all times maintain true and accurate business records in the manner specified by Franchisor. Franchisee shall, on a weekly basis or at such other intervals as specified by Franchisor, provide Franchisor with such report(s), in the form(s) specified by Franchisor, as Franchisor may require, and at such times as Franchisor may require, including, but not limited to, reports of Gross Revenues, reports of business expenses and overhead, customer information, copies of detailed purchase invoices, number and type of transactions, identity of vendors, the amount of marketing expenditures, detailed records of marketing expenditures, and weekly or monthly sales summary. By submitting any reports to Franchisor, Franchisee is certifying that they are true and correct. Within ninety (90) days following the end of each calendar year, Franchisee shall provide Franchisor with a copy of Franchisee's balance sheet and an income and expense statement for the year. At the time they are filed, Franchisee shall provide Franchisor with copies of Franchisee's federal income tax return(s) and state and local excise tax returns, if applicable, together with all exhibits and schedules thereto and all amendments thereafter. Franchisor is authorized to rely upon such reports and financial documents and to disclose them to governmental authorities as and if properly requested. Franchisor may use data from the reports and financial documents in composite or statistical form for any purpose in Franchisor's sole discretion. Franchisor is authorized to obtain or verify the information and reports described herein by electronic means from Franchisee's computer(s), at any time, without prior notice, at Franchisor's sole election. Franchisee shall retain all business records for at least five (5) years or such longer period of time as may be required by applicable law.

3.02 Failure to Report.

If Franchisee fails, for any reason, to timely deliver to Franchisor any required report with all required information, Franchisor is authorized, without further notice, to assess Royalties and

National Marketing Fees for each relevant week and effect an electronic funds or other transfer of such funds calculated as the greater of (a) Franchisee's average weekly Royalties and National Marketing Fees over the prior twelve months or (b) the average weekly Royalties and National Marketing Fees of all similar Franchisees within Franchisee's region as defined by Franchisor. Franchisee hereby authorizes Franchisee's bank to make such transfers upon Franchisor's request. No action taken under this sub-paragraph shall constitute a cure of any breach by Franchisee, an election of remedies by Franchisor or act, in any way, to limit Franchisee's liability to pay fees under this Agreement.

3.03 Audits And Inspections.

Franchisor shall have the right, at any time, to enter the Premises (either physically or electronically) for purposes of auditing the accuracy of reports submitted and to otherwise verify compliance with the terms and conditions of this Agreement. Should any audit or inspection reveal that Franchisee has underreported the amount of Gross Revenues, Franchisee shall immediately pay to Franchisor the additional amount of royalties and other fees payable on account of the underreporting, plus interest thereon at the rate of one and one-half percent per month, but not more than the maximum interest allowed by applicable law. If an audit or inspection reveals that Franchisee has underreported Gross Revenues by three (3) percent or more for any week, or if the audit results from Franchisee's failure to submit required financial information, then Franchisee shall also pay, immediately, the cost of the audit or inspection. In all other cases, Franchisor shall bear the entire cost of the audit or inspection, including incidental costs. Should Franchisee at any time cause an audit to be made of Franchisee's Franchised Business, Franchisee shall cause a copy of the report of said audit to be delivered to Franchisor without any cost or expense to Franchisor.

3.04 Contact With Others.

Franchisor shall have the right, in Franchisor's sole discretion and without further notice to Franchisee or to any other person or entity, to contact any of Franchisee's customers, landlord, accountant, vendors, or other persons within Franchisee's Territory or otherwise for the purpose of verifying the accuracy of any information submitted by Franchisee, for quality assurance or for any other purpose not inconsistent with this Agreement.

Article 4 - Training

4.01 Initial Training.

4.01.01 As a condition subsequent to this Agreement, Franchisee and Franchisee's designated Manager, if applicable, shall successfully complete Franchisor's initial training program. The initial training program will be approximately 40 hours in length and shall be conducted at such location(s) as Franchisor specifies. The initial training may be conducted, in whole or in part, in an existing **Griffin Waste Services** Franchised Business owned by Franchisor, an affiliate of Franchisor or another Franchisee. Franchisee shall be responsible for all salaries, compensation, benefits, and living and travel expenses of trainees. After the initial training, Franchisor will be available for such reasonable consultation as Franchisor deems appropriate. Franchisor reserves to itself the exclusive right to determine whether Franchisee and other trainees have satisfactorily completed the training program. If Franchisee and Franchisee's designated Manager, if applicable, do not satisfactorily complete the initial training program, Franchisor may terminate

this Agreement. Franchisee acknowledges that such failure to satisfactorily complete the initial training program is grounds for termination of this Agreement.

4.02 Manager Training.

At all times, Franchisee or Franchisee's Manager in charge of operating the Franchised Business shall be an individual who has successfully completed Franchisor's Manager training program and who otherwise meets Franchisor's Manager criteria. Any new Manager shall successfully complete Franchisor's Manager training program within 30 days after assuming the role of Manager. Unless otherwise agreed in writing by Franchisor, Franchisee or Franchisee's Manager(s) shall bear the reasonable cost of training additional Managers after the first Manager trained. In all cases, Franchisee shall be solely responsible for any salaries, compensation, benefits and living and travel expenses of trainees.

4.03 Employee Training.

At all times, Franchisee shall be responsible for training all employees or engage the services of Franchisor to train employees. Franchisee shall pay Franchisor's usual fee(s) for such employee training. Franchisee shall, in any event, be solely responsible for all salaries, compensation, benefits, and living and travel expenses of trainees.

4.04 Subsequent Training.

Franchisor may require Franchisee and Franchisee's Manager and employees to complete additional training at a location determined in Franchisor's sole discretion. Franchisee shall pay Franchisor's usual fee(s) for such mandatory training. Franchisee shall, in any event, be solely responsible for all salaries, compensation, benefits, and living and travel expenses of trainees.

4.05 Training Materials.

Franchisor may, from time to time, provide or make available to Franchisee training materials and equipment for providing training for Franchisee's Manager(s) and employees. Franchisor may charge a reasonable fee for such materials and equipment. Franchisee agrees that all such materials are Trade Secrets pursuant to this Agreement. Franchisee agrees to require all of its Managers and employees, as applicable, to successfully complete any such training program(s) if Franchisor designates them as mandatory.

4.06 No Warranty of Success.

Franchisor's determination that Franchisee or Franchisee's employee(s) have successfully completed any training shall not be a warranty or representation that the person can or will successfully operate the Franchised Business or any aspect thereof.

Article 5 - Trade Secrets And Confidentiality

Franchisee will have access during the course of this Agreement to trade secrets that are the property of Franchisor. Trade Secrets include, but are not limited to, the System, the Manual, methods, customer lists and related information, vendor and pricing lists and policies, the Training, and other programs, techniques and policies as they may be developed by Franchisor from time to time. Franchisee acknowledges that the Trade Secrets derive independent economic value from not being generally known to, and not readily ascertainable by proper means by, other persons who could obtain economic value from their disclosure or use. Franchisee agrees to not disclose or in any way make available to any unauthorized person(s) any Trade Secret(s) or any

information regarding any Trade Secret(s) or any proprietary information made available to Franchisee by Franchisor. Franchisee shall hold all such information in complete confidence. Franchisee will not disclose any Trade Secrets whatsoever to any person(s) not employed by or under contract with Franchisee. Franchisee will disclose Trade Secrets only to those employees and agents of Franchisee with a legitimate need to know, each of whom Franchisee warrants will be subject to this Article. Franchisee shall cause every Manager and every employee who has access to Trade Secrets to sign a Confidentiality and Nondisclosure Agreement in the form prescribed by Franchisor, the current form of which is Addendum G hereto. Franchisee agrees that Franchisor shall have sole discretion in determining what items or information are Trade Secrets and that any items or information designated Trade Secrets by Franchisor in the Manual or otherwise in writing shall be treated as Trade Secrets under this Agreement whether or not such items or information would be trade secrets under any other applicable legal or other definition(s), including any applicable statutes. In addition to all other remedies available to Franchisor, upon proof of violation of this Article by Franchisee, Franchisee agrees that Franchisor shall be entitled to liquidated damages in an amount equal to the greater of: (a) the sum of the average weekly Royalty Fees and the average weekly National Marketing Fees paid or payable by Franchisee during the preceding twelve months, multiplied by the number of weeks, or portion thereof, during which Franchisee was in violation of this Article or (b) one hundred percent of the gross revenues received or receivable by Franchisee or any transferee of any Trade Secrets during every day, or portion thereof, during which Franchisee was in violation of this Article. Franchisee acknowledges and agrees that, in the event of Franchisee's violation of this Article, proof of actual damages would be difficult and that the formula for calculating liquidated damages contained herein is a reasonable estimate of what actual damages would be. The foregoing formula does not result in a penalty.

Article 6 - Pre-Opening Obligations

6.01 Premises And Lease.

6.01.01 Franchisee shall be solely responsible for selecting the location for the Franchised Business that complies with the Manual (hereinafter "the Premises"). Franchisee, within 60 days after signing this Agreement, shall select a location, subject to Franchisor's approval. Franchisor will attempt to provide to Franchisee any information in its possession regarding the Premises, proposed Premises and any known alternative Premises within Franchisee's Territory. Such information is provided by Franchisor without warranty as to its accuracy or completeness or otherwise. Franchisor has no special expertise in such matters. Franchisee shall not sign a lease, sub-lease or other obligation until after Franchisee has received Franchisor's approval of the Premises and lease or sub-lease in writing, which approval shall be deemed to have been given if Franchisor has not notified Franchisee within ten (10) business days following Franchisor's receipt from Franchisee of a copy of the proposed lease or sub-lease and such other information about the proposed Premises as Franchisor may require. Approval of the Premises or the lease or sub-lease by Franchisor does not constitute a representation or warranty by Franchisor that the Premises will be good and does not constitute a legal or other opinion as to any term of the lease or sub-lease. Franchisor may, in Franchisor's discretion, condition approval upon execution of the Lease Conditional Assignment Agreement by Franchisee and Franchisee's landlord in the form of Addendum C, attached. If Franchisee fails to select an approved location within 60 days, Franchisor shall have the option of terminating this Agreement. Franchisee acknowledges and agrees that failure to select an approved location within 60 days is cause for Termination of this

Agreement. Notwithstanding Franchisor's right to terminate for failure to select an approved location within 60 days, Franchisor will reasonably extend the selection period if Franchisee has made best efforts to select a location and for valid reasons has been unsuccessful.

6.01.02 If Franchisee requests Franchisor to send a person to Franchisee's Territory to assist in identifying, selecting or negotiating the terms of a lease or purchase of or otherwise in connection with Franchisee's selection of Premises, upon Franchisor's request, Franchisee shall arrange for appropriate transportation, hotels and meals and reasonable expenses not to exceed the current per diem rate for federal employees all, at Franchisee's expense. Except for the per diem allowance, Franchisee shall pay such expenses directly to the transportation and other providers.

6.01.03 In some instances, Franchisor may have already entered into a master lease for the Premises. In such event, Franchisee shall execute a sublease or assignment agreement, as appropriate, subject to the same terms and conditions as the master lease. The sublease or assignment may provide that Franchisee shall pay rent and other obligations directly to the master landlord.

6.02 Specifications.

Franchisee's Franchised Business shall operate only from Premises meeting Franchisor's specifications. Franchisee understands and agrees that, although all **Griffin Waste Services** businesses will follow a consistent theme, the details of their design will differ in many cases, based upon location requirements, landlord requests, and unique features of the community. Franchisor will consider Franchisee's requests for features for Franchisee's business, but is not obligated to follow those requests. Franchisee shall be obligated to update the design of Franchisee's business at Franchisee's expense not more than once every three years. Franchisee may change or update the design of Franchisee's business, subject to Franchisor's prior written approval, at any time, at Franchisee's expense. If Franchisor approves any changes in the plans or designs at Franchisee's request (or to comply with governmental codes, rules or ordinances), Franchisor shall own all rights to such plans as modified without further compensation to Franchisee or any other person. Franchisee shall sign and obtain signatures of necessary third parties on any documents requested by Franchisor to transfer any and all copyrights or other proprietary interests of any person in and to such modified plans or designs.

6.03 Appearance Of Premises.

Franchisee acknowledges that not every **Griffin Waste Services** business will be required to have identical decor and layout. Franchisee agrees to accept Franchisor's subjective evaluation as to what would keep the Premises in compliance with Franchisor's standards. Franchisee agrees, at Franchisee's sole cost and expense, to maintain the Premises, including, but not limited to equipment, displays, fixtures, and interior and exterior decor in accordance with Franchisor's standards throughout the term of this Agreement

6.04 Required Equipment

Franchisee shall acquire install and use, at Franchisee's sole expense, the Required Equipment. The current list of Required Equipment is contained in the Operations Manual. Franchisee understands that the specific list of Required Equipment may be different for Franchisee's Franchised Business than for other Franchisee's or company-owned custom waste hauling services due to differences in the Premises, lease terms, demographics or otherwise, and that Franchisor shall have the right to modify the list of Required Equipment in the Manual or

otherwise in writing. All Required Equipment shall meet or exceed Franchisor's specifications. Franchisee shall purchase the Required Equipment only from vendors approved by Franchisor.

Article 7 - Operation of Franchised Business

7.01 Independent Contractor.

Each party to this Agreement is and shall remain an independent contractor and shall control the manner and means of operation of its respective business and shall exercise complete control over and responsibility for all labor relations and the conduct of its agents and employees. Neither party shall be considered or held out to be agent(s), joint venturers, partners or employee(s) of the other, except as specifically authorized by this Agreement. Neither party shall negotiate or enter into any agreement or incur any liability in the name of or on behalf of the other unless, and to the extent, specifically authorized by this Agreement. Franchisee shall prominently display signs at all times in the manner specified by Franchisor, indicating the name of the Franchisee and stating that the Franchised Business is independently owned and operated. Franchisee's business forms that bear the Marks shall contain Franchisee's name and a statement that the Franchised Business is independently owned and operated in such form as Franchisor may specify.

7.02 Personal Participation.

Throughout the term of this Agreement, Franchisee shall either devote Franchisee's full time and effort to actively managing the Franchised Business or delegate its management to a responsible person. Notwithstanding any delegation of authority hereunder, Franchisee shall reserve and exercise ultimate authority and responsibility with respect to the operation and management of the Franchised Business. If Franchisee employs a Manager to run the day-to-day operations, the Manager shall be required to attend and successfully complete Franchisor's training program prior to taking over full day-to-day responsibilities, at Franchisee's sole cost and expense (except for Franchisee's first Manager whom Franchisor will train at no additional charge to Franchisee for the training—but Franchisee shall be solely responsible for all travel and living costs of trainees). Franchisee shall devote such time and effort to the Franchised Business as Franchisee determines, but shall reserve and exercise ultimate authority and responsibility with respect to the operation and management of the Franchised Business.

7.03 Retail Prices.

Franchisor may recommend prices and pricing strategies for products and services. Franchisee is obligated to follow such price recommendations to the extent such obligation is consistent with applicable law and is otherwise solely responsible for establishing Franchisee's own retail prices at such levels as Franchisee deems appropriate.

7.04 Compliance With Laws.

Franchisee shall be solely responsible, at Franchisee's sole cost and expense, for obtaining and maintaining all necessary or required permits and licenses in order to operate the Franchised Business. Franchisee is solely responsible for strictly complying with each and every law, ordinance and regulation applicable to the Franchised Business, including, but not limited to, licensing, health, safety, environmental, consumer and labor regulations. Franchisee shall become familiar with all local waste disposal and recycling mandates and ordinances to ensure compliance. Franchisee shall timely pay all applicable taxes as they come due, but may challenge the amount or applicability thereof; provided, that Franchisee hereby agrees to indemnify, hold

harmless and defend Franchisor from any and all liabilities for taxes based upon Franchisee's operations.

7.05 Franchisee Business Operation.

Franchisee understands and acknowledges that every detail of the System and of the operation of the Franchised Business is important to Franchisee, Franchisor and other **Griffin Waste Services** Franchisees in order to maintain and further develop high and uniform operating standards, to increase the demand for products and services sold by Franchisor and all Franchisees, to enhance the image of Franchisor and the Marks, and to protect Franchisor's reputation and goodwill. Therefore, Franchisee agrees that:

7.05.01 Compliance with Manual. Franchisee shall operate the Franchised Business in conformity with such uniform methods, standards and specifications as Franchisor may prescribe, in the Manual or otherwise, to ensure that the highest degree of quality and service is uniformly maintained. Franchisee shall acquire and maintain, at all times, all equipment and software required by Franchisor for operation of the Franchised Business. Franchisee shall offer all of the products and services designated by Franchisor and no others without the written consent of Franchisor, which consent Franchisor may withhold for any reason. Franchisee shall assure that all telephone calls are answered in compliance with the Manual.

7.05.02 Image. Franchisee shall, at all times, work to protect and enhance Franchisor's image and, specifically, shall maintain employees or workers in the Franchised Business whose appearance, attire, attitude, reputation and demeanor are consistent with Franchisor's image. Franchisee acknowledges and agrees that Franchisor shall have sole discretion in determining what constitutes Franchisor's image, and further acknowledges that said image is constantly evolving as markets change and evolve.

7.05.03 Business Dealings. Franchisee shall not, at any time, engage in any business dealings in relation with the Franchised Business or the Franchise, which is unethical, dishonest or otherwise could cause harm to the Marks, Franchisor, the goodwill associated with the Marks, or to any customer or vendor of Franchisee.

7.05.04 Maintenance. Franchisee shall, at Franchisee's sole cost and expense, maintain the Premises, inside and out, in the highest degree of sanitation, repair and condition. Franchisee shall make such additions, alterations, repairs and replacements (but no others without Franchisor's prior written consent) as may be required for that purpose. This includes, without limitation, such periodic cleaning, repainting, repairs to impaired equipment and replacement of obsolete signs and equipment as Franchisor may reasonably direct, including truck appearance and maintenance. Franchisee shall maintain all landscaping and other outside areas of the premises in an attractive and clean condition.

7.05.05 Refurbishing. At Franchisor's request, which shall not be more often than once every three (3) years, Franchisee shall replace or update the Premises at Franchisee's sole expense, to conform to the design and presentation of the Marks consistent with Franchisor's then-current image, including, without limitation, such internal changes and such modifications to existing equipment as may be necessary in Franchisor's sole judgment.

7.05.06 Advisory Committees. Franchisee shall participate, at Franchisee's sole expense, in local, regional and national Franchisee advisory committees or councils if established or sanctioned by Franchisor.

7.06 Restrictions On Sources Of Products And Services.

7.06.01 Specifications. As to all equipment, supplies and inventory (“Items”) necessary to operate the Franchised Business, except as otherwise specified herein, Franchisee may purchase them from the vendor of Franchisee’s choice, but the Item(s) must meet Franchisor’s specifications, if any. The current list of Items subject to specifications is included in the Operations Manual. Franchisor reserves the right to change the list of Items that Franchisee must purchase in accordance with specifications. Franchisor reserves the right to require Franchisee to purchase only from suppliers that Franchisor has approved.

7.06.02 Items Bearing Marks and Proprietary Items. Franchisee shall purchase only from Franchisor or a supplier approved by Franchisor all Items used to start or operate the Franchised Business that contain or bear the Marks or that are proprietary to Franchisor. In addition, Franchisee shall purchase from a supplier approved by Franchisor, all signs used to identify the Franchised Business.

7.06.03 Other Suppliers. Franchisor will approve other suppliers of non-proprietary items if Franchisee or the supplier requests the approval in writing and if the supplier demonstrates to the satisfaction of Franchisor that it is financially capable and can provide Item(s) or service(s) that meet Franchisor's standards and that it is willing and able to protect Franchisor’s proprietary information. Franchisor may charge a reasonable fee to cover its costs in evaluating a proposed supplier. Franchisor will normally make its decision within thirty days after it receives all of the requested information and any requested samples. Franchisor reserves the right to withdraw approval of any supplier whose performance falls below Franchisor's standards.

7.06.04 Unspecified Products. Franchisee may obtain any Item used in the Franchised Business that Franchisee is not required to purchase in accordance with specifications or from an approved supplier from any source, so long as the Item is consistent with Franchisor’s image. Should Franchisor later publish specifications or require use of an approved supplier, Franchisee shall comply with that requirement.

7.06.05 Inventory. Franchisee shall, at all times, maintain a sufficient inventory of trucks, containers and toilets (if applicable) so that the Franchised Business can operate at maximum capacity.

7.06.06 Training and Other Services. Certain services may be available to Franchisee only through Franchisor or an affiliate, including mandatory training. Franchisee will be required to pay the usual price for any of these services, unless otherwise provided in this Agreement.

7.06.07 Proprietary Marks. Proprietary Marks are Marks that contain one or more unique characteristics which are either not known to the general public or which are subject to protection as intellectual property or Trade Secrets, and can include Marks on vehicles, containers, portable toilets (if applicable) or signage, both trademarked and non-trademarked.

7.07 Minimum Hours.

Franchisee shall keep the Premises open to the public Monday through Friday every week of the year, unless otherwise specified by Franchisor or agreed in writing by Franchisor or unless required by law or by a lease approved pursuant to this Agreement. The normal hours of operation shall be from 8:00 a.m. to 5:00 p.m., every day, subject to seasonal adjustments; however, Franchisor, in its sole discretion may, from time to time specify different hours of operation. Franchisee may request different hours for good cause.

The dates and hours of operation may not be the same for all Franchised Businesses or all Franchisees, even in the same general area, because of local conditions. Franchisee shall have not less than ten business days to adjust to any increase in the minimum hours required by Franchisor for Franchisee's location.

7.08 Signs.

Franchisee agrees to obtain, install and maintain on the Premises and on certain vehicles, containers and portable toilets (if applicable) used in the Franchised Business, appropriate signs bearing the Marks as specified by Franchisor. Any deviation from the required signage shall be subject to Franchisor's prior written approval.

7.09 Computer System.

Franchisee shall purchase specified computer hardware and software ("Computer System") for use in operation of the Franchised Business as required by Franchisor. In addition, Franchisee may be required, from time to time, to purchase replacement hardware or software or software upgrades, all of which Franchisee shall install and use as required by Franchisor, including, without limitation, point of sale and communications software and hardware. If required, Franchisee will install and maintain and use, at Franchisee's expense, a dedicated telephone or other data line or transmission facility as specified by Franchisor. Franchisee may obtain a Computer System and related components and services from any source as long as the equipment, software and service meet or exceeds Franchisor's specifications. Franchisee shall be solely responsible for maintenance, repair and replacement of the Computer System. Without limiting the applicability of this paragraph, Franchisee shall, at all times, use and maintain the software as required by Franchisor. Franchisee shall not block or attempt to block or limit Franchisor's access, including electronically, to any data or programs contained on Franchisee's Computer System and Franchisee shall maintain information relating to the Franchised Business only on the Computer System(s) to which Franchisor has access.

7.10 Communications Equipment and Systems.

Franchisee shall purchase and use in the Franchised Business communications equipment or systems and service as required by Franchisor and shall update or replace such equipment, systems and service as required, but Franchisor will not require replacement more than once per year. Except as otherwise required or permitted by this Agreement or by applicable law, Franchisee shall use only the communications systems designated by Franchisor in communicating with Franchisor and other Franchisees relating to the Franchised Business. Franchisor shall have a proprietary interest in all communications made through any communications systems maintained or provided by Franchisor. Franchisee acknowledges that the provisions of this paragraph 7.10 are reasonable and necessary and beneficial to the **Griffin Waste Services** franchise system. Franchisee shall monitor and respond to all communications in a timely manner as specified in the Manual.

7.11 Equipment Maintenance.

Franchisee shall be solely responsible, at Franchisee's cost and expense, for maintaining, repairing, and replacing, when appropriate, all equipment required, recommended or permitted pursuant to this Agreement.

7.12 Warranties.

Franchisee shall not represent to any customer or the public that Franchisor provides any warranty as to the quality of any product or service, unless Franchisor has specifically authorized such warranty in writing. If Franchisee offers any warranties, they shall be in writing and shall clearly state, both in the warranty and in any promotional or advertising materials, that the warranty is available and will be honored only by Franchisee. Franchisee hereby indemnifies, holds harmless and agrees to defend Franchisor, its related companies and all other **Griffin Waste Services** Franchisees from any and all claims of whatever nature arising from any such additional warranties made by Franchisee. Franchisee shall participate in and comply with any warranty program that Franchisor may adopt from time to time.

7.13 Reserved

7.14 Marketing.

Franchisee shall, at all times, comply with the Manual in all advertising, including, but not limited to using exclusively Franchisor's toll-free number when required. Franchisee shall not use television, radio or Internet advertising unless in full compliance with the Manual.

7.15 Leads and Service Area.

Except as specifically permitted by the Manual, Franchisee shall not engage in marketing outside of Franchisee's Territory. There are no restrictions on where Franchisee may provide services within his licensed territory, provided Franchisee is in full compliance with all applicable laws, ordinances and regulations, for customers who may contact Franchisee directly.

7.16 New Developments.

Franchisor shall be the sole and exclusive owner of all new developments, including inventions, methods, products, ideas, research results, equipment, and otherwise, that Franchisee develops or has any role in developing that relate to the Franchised Business. Franchisee shall immediately disclose any and all such new developments to Franchisor and shall execute any documents necessary, in Franchisor's opinion, to consummate the transfer of all ownership rights therein. The mutual covenants of this Agreement are sufficient consideration for such transfers. Franchisor shall not, otherwise, be required to compensate Franchisee for such new developments.

7.17 Staffing Requirements.

Franchisee shall, at all times, comply with the minimum staffing requirements specified in the Manual, which shall be not less than one **Griffin Waste Services** Manager. Each Manager shall, at all times, meet or exceed the qualifications set forth in the Manual.

Article 8 - Indemnity And Insurance

8.01 Indemnity.

Franchisee shall defend, hold harmless and indemnify Franchisor, its officers, directors, shareholders, agents, employees, landlords and related companies from any and all losses, claims, damages, liabilities, or expenses of any kind or nature, including fines, penalties, interest, attorneys' fees, and all other types of costs or expenses, arising directly or indirectly from the acts or omissions (whether or not negligent or wrongful) of Franchisee or of any of Franchisee's Manager(s), employees or agents in connection with the performance or breach of any obligation

under this Agreement. Franchisor shall indemnify and hold harmless Franchisee, its officers, directors and shareholders from any losses, claims, damages, liabilities or expenses of any kind or nature, arising from the wrongful acts or omissions of Franchisor in connection with the performance or breach of any obligation under this Agreement.

8.02 Insurance.

Franchisee shall purchase and maintain, at Franchisee's expense, throughout the term of this Agreement commercial general liability insurance, including bodily injury, property damage, personal injury, advertising injury, non-owned automobile, loss of business income, and broad form contractual coverage for liability assumed under this Agreement. Such insurance shall be on an occurrence basis and shall consist of combined single limit coverage of at least one million dollars per occurrence/two million dollars annual aggregate. Franchisee shall purchase and maintain professional liability (errors and omissions) insurance with coverage of at least \$1,000,000 per occurrence/annual aggregate. Franchisee shall purchase and maintain worker's compensation and employer's liability insurance with a reputable insurer acceptable to Franchisor or with a state agency. Franchisee shall provide Franchisor with one or more certificates of insurance evidencing such coverage's and naming Franchisor as an additional insured as to each applicable policy. Such certificate(s) of insurance shall provide that the coverages under the respective policy(ies) may not be modified (except to increase coverage) or canceled until at least thirty (30) days prior written notice of such cancellation or modification has been given to Franchisor. Upon request by Franchisor, Franchisee shall provide Franchisor with a true copy of any insurance policy, including all endorsements. Every insurance policy of Franchisee required by this Agreement shall provide that coverage is primary/non-contributory. Every insurance policy shall be with an insurance company that meets Franchisor's criteria as set forth in the Manual.

Article 9 - Renewal

9.01 Conditions Of Renewal.

After expiration of the term of this Agreement, if Franchisor has made a business decision, in Franchisor's sole discretion, to continue the **Griffin Waste Services** Franchise System in Franchisee's area, Franchisee will be permitted to renew Franchisee's Franchise Agreement, but only upon the following terms and conditions:

9.01.01 Franchisee must be current in payment of all fees and charges to Franchisor and any of its related companies and must not have made more than two late payments within the last three years for which Franchisor gave written notice(s) of breach, which notice(s) were not withdrawn by Franchisor;

9.01.02 Franchisee must not be in material breach of this Agreement or of any other agreement between Franchisor and Franchisee and must have substantially complied with the operating standards and other criteria contained in the Manual or otherwise communicated in writing by Franchisor;

9.01.03 Franchisee shall pay a renewal fee as established at the time by Franchisor, but which shall be not more than ten percent (10%) of the then-current Initial Franchise Fee, payable in full at the time of execution of the Franchise Agreement referred to in sub-paragraph 9.01.04;

9.01.04 Franchisee shall execute the then current form of Franchise Agreement, which may differ in material ways that are not reasonably foreseeable at this time, but may include material differences in territorial boundaries and economic terms, including the amount of royalties and National Marketing Fees or entirely new categories of fees or mandatory expense;

9.01.05 Franchisee must maintain possession of the Premises identified in Addendum A for the renewal term or obtain substitute premises approved by Franchisor;

9.01.06 Franchisee, at Franchisee's sole cost and expense, shall remodel or refurbish the Premises and otherwise modernize and renovate the Premises, signs and equipment to be consistent with the then current image of the System and to meet Franchisor's then current specifications;

9.01.07 Franchisee shall give written Notice to Franchisor at least thirteen months, but not more than eighteen months, prior to the end of the term of this Agreement of Franchisee's desire to renew; and

9.01.08 Franchisee must not, during the preceding term, have engaged in any business dealings in relation with the Franchised Business or the Franchisee, which is unethical, dishonest or otherwise could cause harm to the Marks, Franchisor, any other Franchisee, the goodwill associated with the Marks, or to any customer, client or vendor of Franchisee, Franchisor or of another Franchisee.

Article 10 - Continuation

If, following the termination or expiration of this Agreement for any reason, whether voluntary or involuntary, Franchisee continues to operate the Franchised Business or occupy the Premises with the express or implied consent of Franchisor, but without a renewal franchise agreement, such continuation shall constitute a month-to-month extension of this Agreement and shall be terminable by either party upon the lesser of (a) thirty (30) days written notice or (b) such shorter notice by Franchisor as would otherwise be applicable in a termination for cause. Franchisee acknowledges and agrees that such continuation shall be good cause for termination of this Agreement. Both parties shall continue to be subject to all terms of this Agreement during any such continuation period.

Article 11 - Entity Franchisee

11.01 Entity Definition.

An "Entity" is any form of business organization except for a sole proprietorship and includes all kinds of corporations, limited liability companies, limited partnerships and general partnerships and any other form of business organization involving either multiple equity owners or which attempts to provide limited liability.

11.02 Founding Document Restriction.

If Franchisee is an Entity or becomes an Entity or if Franchisee transfers Franchisee's interest under this Agreement or any interest in the Franchised Business to an Entity, the founding document(s) of the Entity must provide as follows:

This [insert type of Entity] shall not enter into any agreement or undertaking which would, directly or indirectly, limit any of the rights or obligations of the [insert type of Entity] or of any

owner of the [insert type of entity] under the **Griffin Waste Services** Franchise Agreement dated _____, _____. Any such agreement or undertaking is void.

11.03 Liability Of Owner(s).

Every owner of equity or other interest in any Entity Franchisee (and any individual person who is an owner of an Entity which owns any equity interest in any Entity Franchisees) shall personally guaranty this Agreement. Any change in or addition of equity or other owner(s) shall be subject to the Assignment and Death and Incapacity provisions of this Agreement.

11.04 Restriction On Certificates Of Ownership.

Each and every document, if any, issued by any Entity Franchisee evidencing ownership of an equity or other interest in the Entity must provide as follows:

Ownership of this [insert type of Entity] is restricted and cannot be transferred, assigned, sold or encumbered except in strict compliance with the **Griffin Waste Services** Franchise Agreement dated _____, _____. Any other transfer or attempted transfer is void.

11.05 Additional Requirements Of Entity Franchisee.

Franchisee shall, upon Franchisor's request, provide Franchisor or its designee with true copies of such of Franchisee's Entity records and documents as Franchisor shall designate. An Entity Franchisee shall, at all times, have one individual person who shall be the designated principal who shall have authority to act on behalf of the Entity in all respects under this Agreement. The designated principal shall be the individual who is responsible for assuring compliance by the Entity with all of the terms of this Agreement. Notwithstanding the requirement of a designated principal, Franchisor shall be entitled to rely upon the acts or words of any principal, employee or agent of an Entity Franchisee whom Franchisor understands to be acting or speaking on behalf of the Entity.

Article 12 - Assignment or Transfer

12.01 Prior Consent.

Franchisee shall not assign, transfer, sell, sublease, sublicense or encumber (hereinafter collectively referred to as "Assign" or "Assignment"), in whole or in part this Agreement, the Franchisee, the Franchised Business, any option or first right of refusal relating to this Agreement, the Franchisee or the Franchised Business, the assets of the Franchised Business or the leasehold of the Franchised Business or represent to any person that such an Assignment has been made without Franchisor's prior written approval. For purposes of this Paragraph 12.01, the terms "Assign" or "Assignment" shall include any assignment, transfer, sale or encumbrance of any shares of stock of a Franchisee that is a corporation, any partnership interest of a Franchisee that is a partnership, any membership interest of a Franchisee that is a limited liability company, and any equity or ownership interest or rights in any other form of entity. Any attempted Assignment without Franchisor's prior written consent shall be void and a breach of this Agreement.

12.02 Conditions Of Assignment.

As preconditions for obtaining Franchisor's consent to an Assignment, at least the following terms and conditions must be met:

12.02.01 Franchisee must be current in payment of all fees and charges to Franchisor and any of its related companies;

12.02.02 Franchisee must not be in material breach of this Agreement or of any other agreement between Franchisor and Franchisee;

12.02.03 Franchisee must have paid in full all debts in connection with the Franchised Business;

12.02.04 The assignee must have agreed to assume all of the obligations of the Franchised Business;

12.02.05 The assignee must execute a disclosure form containing a waiver and release of any claim against Franchisor for any amount(s) paid to, or representation(s) made by Franchisee or any omission by Franchisee to disclose facts, material or otherwise;

12.02.06 Franchisee must execute Franchisor's form of an assignment of this Agreement and a general release, and an agreement to defend, hold harmless and indemnify Franchisor from any claim by the assignee in form specified by Franchisor;

12.02.07 The assignee must pay to Franchisor a Transfer Fee in the amount of twenty percent (20%) of the then-current Initial Franchise Fee plus any third-party broker fees that Franchisor or Franchisee may incur due to the Transfer, and execute Franchisor's then-current form of Franchise Agreement, which may contain terms that are materially different from this Agreement;

12.02.08 The assignee must, in the sole opinion of Franchisor, successfully complete the then current initial training program at the assignee's sole cost and expense;

12.02.09 The assignee must have met the then current standards of Franchisor for experience, financial strength, reputation and character required of new or renewal Franchisees;

12.02.10 The assignee must obtain such approvals as may be required to assume occupancy and possession and the continuing obligations relating to the lease or possession of the Premises, unless a new location has been approved in writing by Franchisor; and

12.02.11 Franchisor must have been given at least thirty (30) business days written first right of refusal by Franchisee, upon the same terms as those agreed upon by Franchisee with any proposed assignee; provided, however, Franchisor may substitute cash of equivalent value for any non-cash term. In the event Franchisor waives or fails to exercise its right of first refusal, if Franchisee thereafter agrees to accept a revised offer, regardless of the nature of the revision, Franchisor shall have a new right of first refusal hereunder on the new terms.

12.03 Assignment To An Entity.

Notwithstanding the foregoing, if Franchisee is an individual, Franchisee may assign this Agreement to an Entity, as defined in Article 11, formed under the laws of the state where the Franchised Business is located, which is wholly owned by Franchisee; provided that the individual Franchisee shall first provide written notice of the assignment to Franchisor and shall personally guarantee the performance of this Agreement. If Franchisee is an Entity, Franchisee may assign this Agreement to another Entity, formed under the laws of the state where the Franchised Business is located, of the same or different form, which has exactly the same ownership, including percentages of ownership as Franchisee; provided that each of the individual equity or other owners of the new Entity shall personally guarantee the performance of the Agreement. The personal guarantee shall be in the form of Addendum E hereto. No assignment

under this paragraph shall change or limit the liability of any person or entity under this Agreement. Franchisee shall pay to Franchisor a processing fee of five hundred dollars (\$500.00) for an assignment pursuant to this paragraph 12.03.

12.04 Approval Process.

Franchisor may use its own discretion in approving or rejecting prospective transferees in the same manner as if it was approving or rejecting any other new prospective Franchisee, taking into consideration such factors as their financial ability, character, business reputation, experience and capability to conduct the type of business involved. The approval of one Assignment does not obligate Franchisor to approve any other or subsequent Assignment. If Franchisee is an Entity, notwithstanding any statute or agreement to the contrary, the addition, withdrawal or expulsion of any equity or other owner or the transfer, encumbrance or assignment of any equity or ownership or control interest of any equity or other owner or the dissolution or reorganization of the Entity for any reason is subject to the same considerations as any other Assignment.

12.05 Transfer By Franchisor.

There shall be no restriction upon Franchisor's right to encumber, transfer or assign this Agreement or the System. Following such a transfer or assignment, Franchisor shall have no further obligation or liability to Franchisee hereunder or otherwise so long as the assignee or transferee agrees to assume all of Franchisor's liabilities and obligations to Franchisee. Upon Franchisor's request, Franchisee shall execute and deliver a certificate to Franchisor, as described in Paragraph 21.05, in connection with an anticipated transfer or financing procedure by Franchisor. Franchisee agrees to accept any transferee of Franchisor, including any sub-franchisor and perform for such transferee the same as for Franchisor.

12.06 No Sublicensing.

Franchisee shall not, directly or indirectly, sublicense or attempt to sublicense the Marks or the System or any part thereof to any person or entity for any purpose. Any attempted or purported sublicense shall be void.

Article 13 - Death or Incapacity

13.01 Alternatives Upon Death Or Incapacity.

In the event of the death or incapacity of an individual Franchisee, or of any individual equity or other owner of an Entity Franchisee, the heirs, beneficiaries, devisees or legal representatives of said individual shall, within ninety (90) days of such event:

13.01.01 Apply to Franchisor for the right to continue to operate the franchise and the Franchised Business for the duration of the term of this Agreement and any renewals hereof, which right to continue to operate will be granted upon the fulfillment of all of the conditions set forth in Article 12 of this Agreement (except that no transfer fee shall be required); or

13.01.02 Sell, transfer or convey Franchisee's interest to a third party in compliance with the provisions of Article 12 of this Agreement; provided, however, in the event a proper and timely application for the right to continue to operate has been made and rejected, the ninety (90) days to sell, transfer or convey shall be computed from the date of said rejection. For purposes of this paragraph, Franchisor's silence on an application to continue to operate through the ninety (90)

days following the event of death or incapacity shall be deemed a rejection made on the last day of such period.

13.02 Effect Of Failure To Comply.

In the event of the death or incapacity of an individual Franchisee, or any owner of an equity or other interest in an Entity Franchisee where the provisions of this Article have not been fulfilled within the time provided, all rights granted to Franchisee under this Agreement shall, at the option of Franchisor, terminate and the parties shall proceed according to and have the rights provided for in Articles 17 and 18.

13.03 Incapacity Defined.

For purposes of this Agreement, "incapacity" is the inability of Franchisee to operate or oversee the operation of the Franchised Business on a regular basis and in the usual manner by reason of any continuing physical, mental or emotional disability, chemical dependency or other similar limitation which has continued or will more likely than not continue for a period of 60 consecutive days or more. Franchisee shall advise Franchisor in writing, immediately, upon receipt of advice from any physician or other professional that Franchisee or a principal of an Entity Franchisee has an incapacity. However, Franchisee's failure or inability to advise Franchisor of Franchisee's incapacity shall not limit Franchisor's rights under this sub-paragraph. Any dispute as to the existence of an incapacity as defined herein shall be resolved by majority decision of three (3) licensed medical physicians practicing in the state in which the Franchised Business is located, with each party selecting one (1) physician, and the two (2) physicians so designated selecting the third physician. The determination of the majority of the three (3) physicians shall be binding upon the parties and all costs of making said determination shall be borne by the party against whom it is made. Notwithstanding the foregoing, if any insurance company pays to the Franchisee or Franchisee's Entity any disability benefits for 60 consecutive days, or more, of disability, the Franchisor may regard that as conclusive evidence of incapacity.

Article 14 - Successors And Assigns

This Agreement shall bind and inure to the benefit of the successors, permitted transferees and assigns, personal representatives, heirs and legatees of the parties hereto.

Article 15 - Termination

Franchisor may terminate this Agreement as follows:

- 15.01 Franchisor may terminate this Agreement upon at least thirty days' notice and opportunity to cure (or longer if required by law) if Franchisee is in breach of any term of this Agreement or of any other agreement between Franchisee and Franchisor or any affiliate of Franchisor.
- 15.02. Franchisor may terminate this Agreement upon at least 72 hours' notice and opportunity to cure (or longer if required by law) for occurrence of any one or more of the following events (each of which Franchisee acknowledges is good cause for termination and a material breach of this Agreement), notwithstanding that Franchisor may have the option to give a longer notice and cure period pursuant to other provisions of this Agreement:

- i. Franchisee fails to pay or deposit when due, and in the manner prescribed by Franchisor, any moneys owed to Franchisor or any of its related companies or to another **Griffin Waste Services** Franchisee;

ii. Franchisee files a voluntary petition in bankruptcy or has an involuntary petition filed against Franchisee, Franchisee makes an assignment for the benefit of creditors, or a receiver or trustee is appointed;

iii. Franchisee violates or attempts to violate any of the Assignment provisions of this Agreement;

iv. Franchisee vacates, deserts, or otherwise abandons all or any substantial portion of the Premises or equipment, or abandons the Franchised Business for more than 72 hours (whether or not Franchisee intends to abandon);

v. Franchisee sublicenses or attempts to sublicense the Marks or the System in violation of this Agreement;

vi. Franchisee is an Entity and an impasse exists between equity or other owners or there is any change in the ownership of any interest in the Entity without having first complied with the provisions of this Agreement;

vii. Franchisee fails to timely permit any audit or inspection by or on behalf of Franchisor;

viii. Franchisee violates or fails to comply with any law, rule, regulation, ordinance or order relating to the operation of the Franchised Business (including any health codes, rules or regulations) or fails to obtain and continue any license, permit or bond necessary, in Franchisor's opinion, for Franchisee's operation of the Franchised Business;

ix. Franchisee is convicted of or pleads guilty or "Nolo Contendere" to any felony;

x. Franchisee fails to operate the Franchised Business under the Marks or fails to properly display the Marks at all times in full compliance with this Agreement and the Manual;

xi. Franchisee engages in any business dealings in relation with the Franchise, the Franchised Business or the Franchisee which are unethical, dishonest or otherwise could cause harm to the Marks, the System, Franchisor, other Franchisees, the goodwill associated with the Marks, or to any customer, client or vendor of Franchisee or any other Franchisee or the Franchisor;

xii. Franchisee fails or refuses to timely execute and deliver a truthful certificate pursuant to paragraph 21.05;

xiii. Franchisee fails to maintain insurance or workers compensation coverage; or

xiv. Any other agreement, including any other Franchise Agreement to which Franchisee is a party, between Franchisee and Franchisor or between Franchisee and any of Franchisor's related companies is terminated for cause.

xv Franchisee fails to submit to Franchisor any report or financial information required to be submitted under this Agreement, or if any such report submitted is materially incorrect.

15.03 Franchisor may terminate this Agreement without giving notice or opportunity to cure upon occurrence of any one or more of the following events (each of which Franchisee acknowledges is good cause for termination and a material breach of this Agreement), notwithstanding that Franchisor may have the option to give a longer notice and a cure period pursuant to other provisions of this Agreement:

- i. Upon three willful and material breaches of the same term of this Agreement occurring within a twelve-month period;
- ii. Franchisee is adjudicated a bankrupt or insolvent;
- iii. Franchisee makes an assignment for the benefit of creditors or similar disposition of the assets of the Franchised Business;
- iv. Franchisee voluntarily abandons the Franchised Business; or
- v. Franchisee is convicted of or pleads guilty or no contest to a charge of violating any law relating to the Franchised Business.

15.04 Notwithstanding any right of Franchisor to terminate this Agreement, pursuant to this Agreement or otherwise, Franchisor may, in Franchisor's sole discretion, elect to not terminate this Agreement and to, in lieu thereof, impose limitations on Franchisee, including, but not limited to, revocation of Franchisee's Territorial rights, and revocation of Franchisee's rights to acquire or offer and sell certain products and services. Franchisor's election to not terminate this Agreement pursuant to this paragraph shall not constitute an election of remedies and Franchisor may, thereafter, terminate this Agreement on account of the same or any other event(s) of default as set forth herein.

Article 16 - Effect of Termination

16.01 Loss Of Rights.

After the Termination Date, Franchisee shall have no further rights to use, in any manner, the System, the Marks, anything similar to the Marks, the telephone numbers, the telephone listings, any proprietary computer software, any trade secrets or the Manual. Franchisee shall immediately notify such persons as Franchisor shall reasonably require of Franchisee's loss of rights thereto. All sums of money due from Franchisee to Franchisor or to any other **Griffin Waste Services** Franchisee as of the Termination Date shall become immediately due and payable. As between the parties hereto, whether or not a Lease Conditional Assignment Agreement has been signed, Franchisor or Franchisor's designee shall have the option, exercisable within sixty (60) days, to assume the lease for the Premises. If Franchisor elects to assume the lease for the Premises, pursuant to the Lease Conditional Assignment Agreement or otherwise, Franchisee agrees to cooperate in the transfer, to execute any documents which may be required for Franchisor or Franchisor's designee to assume the lease, and to otherwise take no actions which would interfere with the ability of Franchisor or its designee to assume the said lease. Franchisee specifically agrees to execute such document(s) as may be necessary to transfer the telephone number(s) to Franchisor or Franchisor's designee. In the event Franchisee or any owner or affiliate of Franchisee owns the Premises, Franchisee agrees that Franchisor shall have the option to lease the Premises at fair market value for a term of up to ten (10) years, at Franchisor's election, such option exercisable by Franchisor within sixty (60) days following the Termination Date.

16.02 Change Of Identity.

After the Termination Date, Franchisee shall immediately refrain from holding itself out to the public in any way as a Franchisee or affiliate of Franchisor or as a former Franchisee or affiliate of Franchisor. If directed by Franchisor, Franchisee shall, at Franchisee's sole cost and expense, make or cause to be made such changes in signs, telephone numbers, buildings or structures as Franchisor may direct to distinguish the Premises from its former appearance and from other

Griffin Waste Services Franchisees. If Franchisee fails to make such changes within ten (10) calendar days, then Franchisor shall have the right to enter upon the Premises, without liability for trespass or otherwise, and to make or cause to be made such changes at the expense of Franchisee, which expenses shall be paid by Franchisee upon demand. Franchisee shall immediately file the appropriate forms to abandon or withdraw any assumed name certificate or to change the name of its corporation or partnership to eliminate any reference to the System or the Marks. If Franchisee fails or refuses to cooperate with Franchisor, Franchisee hereby appoints Franchisor as its Attorney in Fact to complete the changeover. Franchisee shall immediately return to Franchisor the Manual, Trade Secrets, bulletins, instruction sheets, software, forms, Marks, designs, signs, printed matter and other material containing any part of the System or the Marks together with all copies thereof (including electronic or digital copies) that are or have been within Franchisee's custody or control.

16.03 Changeover Procedure.

Upon termination of this Agreement, either by expiration, non-renewal, or otherwise, if Franchisor or Franchisor's designee has indicated its intention to assume Franchisee's lease for the Premises and to operate a **Griffin Waste Services** business from that location, the parties agree to cooperate in the changeover of the Franchised Business to Franchisor, including by taking the steps set forth herein. If Franchisee fails or refuses to cooperate with Franchisor, Franchisee hereby appoints Franchisor as its Attorney in Fact to complete the changeover. In such case, the parties shall: notify the landlord of the change of tenancy pursuant to the Lease Conditional Assignment Agreement or otherwise and Franchisor shall be entitled to take control of the Premises, including by changing the locks; terminate vendor accounts at Franchisor's option; conduct an inventory of all equipment, fixtures, tenant improvements, supplies and inventory (if Franchisee elects to not participate in the inventory, Franchisor's inventory shall be presumed accurate and complete); Franchisor shall have the right to use Franchisee's equipment, including trucks, containers and toilets (if applicable) as well as, furniture, fixtures and related items for up to sixty (60) days and shall pay or credit Franchisee with the fair market rental value of that use; Franchisor shall be entitled to communicate directly with Franchisee's agents, employees, customers and vendors in order to facilitate a smooth transition to ownership by Franchisor or Franchisor's designee; Franchisor or its designee shall be entitled to all Gross Revenues received after the date of termination. No action taken pursuant to this paragraph shall constitute a waiver by Franchisor of any claims against Franchisee for any reason. The parties agree that there are no circumstances justifying a stay or delay in implementation of the terms of this paragraph and the parties specifically agree that any claims, including, but not limited to, allegations of wrongful termination, can be separately resolved and that an award of damages would be an adequate remedy.

16.04 Continuing Royalties.

Franchisor shall be entitled to receive royalties on all Gross Revenues received or receivable by Franchisee as of the Termination Date. All such royalties shall be due and payable on the Termination Date.

16.05 Option To Purchase Certain Assets.

Franchisor shall have and is hereby granted an exclusive option for a period of sixty (60) days from and after the Termination Date, to purchase from Franchisee all of Franchisee's right, title and interest in all or any part of the franchise, Franchisee's Franchised Business and business

assets and/or the Premises, if applicable, at the fair market value, except as otherwise specifically provided herein, of all assets purchased, but excluding any value for purported “goodwill” or “blue sky”. Franchisee acknowledges that Franchisor already owns the “goodwill” or “blue sky”, which is attached to the Marks and the Franchised Business. Franchisor’s notice exercising the option granted herein shall contain a list, at least by major category, of the assets Franchisor is purchasing. Franchisor shall not be obligated to assume any liabilities of Franchisee.

16.06 Payment And Terms.

Franchisor shall pay to Franchisee all sums due pursuant to this Article, and any other sums required by this Agreement or by law, over a period of sixty months, or such shorter period as Franchisor, in its sole discretion, shall elect, with interest thereon at the prime interest rate as published by Bank of America or its successor, if applicable, determined as of the end of the calendar quarter immediately preceding the Termination Date.

16.07 Survival Of Terms.

The terms of this Article 16 shall survive the termination, non-renewal or expiration of this Agreement for any reason.

Article 17 - Competition With Franchisor

17.01 Competing Business Activities During Term.

During the term of this Agreement, Franchisee shall not engage, directly or indirectly, either personally or as an employee, partner, member, Manager, franchisor, Franchisee, agent, consultant, shareholder, director, officer, advisor or otherwise, in any other business the same as or similar to that defined under "Franchised Business" herein or which is or would directly or indirectly compete with the Franchised Business or otherwise with the business of Franchisor or with any other Franchisee of Franchisor. This prohibition includes, but is not limited to, any custom waste hauling business. Franchisee shall not operate any other business from the Premises. Franchisee shall not use nor permit to be used any Trade Secret(s) of Franchisor or the Marks or anything resembling the Marks in connection with any other business, whether or not such other business is owned, controlled by or associated with Franchisee.

17.02 Competing Business Activities After Term.

17.02.01 Franchisee covenants and agrees that, for a period of twenty-four (24) months following the effective date of any termination, expiration or non-renewal ("the Termination Date"), Franchisee will not, individually or together with another, directly or indirectly, on its own behalf or on behalf of or through any other person, sole proprietorship, or Entity, do any of the following:

a. Compete with Franchisor or any Franchisee of Franchisor within a twenty-mile radius of the boundary of Franchisee's designated Territory, as it existed immediately before the Termination Date, or within a twenty-mile radius of the territory of any other Griffin Waste Services franchisee as of the date of such termination or expiration, in the operation of any waste hauling business, or any business substantially similar thereto or tending to compete for the same customers as Franchisor or its Franchisees (“Prohibited Activities”);

b. Solicit, take away, or divert, and/or influence or attempt to influence any customers, Franchisees, vendors, clients, and/or patrons of Franchisor or of any Franchisee of Franchisor, which customers, Franchisees, vendors, clients, and/or patrons were served by Franchisor or a

Franchisee of Franchisor at any time during the four (4) years preceding the Termination Date, to transfer or divert their business or patronage from Franchisor or Franchisor's Franchisee(s) to any other person or Entity engaged in the Prohibited Activities or anything similar to the Franchised Business;

16.02.02 Franchisee covenants and agrees that, at no time will Franchisee, directly or indirectly, disclose or cause or permit to be disclosed, sell, or otherwise transfer to any party other than Franchisor, including, but not limited to, a person or Entity, for or not for consideration, the Trade Secrets, or any part thereof;

17.02.03 Franchisee covenants and agrees that, at no time will Franchisee, directly or indirectly, through others or on its own behalf, hold any ownership or have a financial or other interest in, be employed by, or otherwise have any ownership or management relationship with, any person or Entity, either as principal, broker, agent, stockholder of any class, or as a member, partner, officer, director, trustee, Franchisee, Franchisor, employee, consultant, lender, guarantor, member of a board of directors or board of trustees, or in any other capacity, which, discloses or causes to be disclosed, sells, or otherwise transfers to any party other than Franchisor, including, but not limited to, a person, sole proprietorship, partnership, joint venture, firm, limited liability company, corporation, trust, or other Entity, for or not for consideration, the Trade Secrets, or any part thereof;

17.02.04 Franchisee acknowledges and agrees that the periods of time of this covenant and the geographical areas of restriction imposed by this covenant are fair and reasonable and are reasonably required for the protection of Franchisor and its Franchisees. Franchisee would desire at least this same protection against competitive activities by another former Franchisee whose franchise agreement was either expired, terminated or non-renewed. Franchisee agrees that, in the event a court or arbitrator should determine any part of this covenant to be excessively broad, unenforceable, and/or invalid, the remaining parts hereof shall nevertheless continue to be valid and enforceable as though the invalid portions were not a part hereof. Franchisee further agrees that, in the event that any of the provisions of this Agreement relating to the geographic area of restriction or the periods of time of the covenants shall be deemed to exceed the maximum area or periods of time which a court of competent jurisdiction would deem enforceable, the geographic area or periods of time shall, without further action on the part of any person, be deemed to be modified, amended and/or limited, to the maximum geographic area or time periods which a court of competent jurisdiction would deem valid and enforceable in any jurisdiction in which such court shall be convened. Any such modification shall apply only in the jurisdiction of the deciding court or in the state where the arbitrator made the decision.

17.02.05 It shall not be a violation of this Article for Franchisee to have or maintain a passive investment in stock of any publicly traded corporation, provided said stock holdings shall not exceed five percent (5%) of the issued and outstanding stock of such corporation.

17.02.06 For purposes of this Agreement, all references to Franchisor shall be deemed to include: (a) any corporation or entity which acquires all, or substantially all, of the assets of Franchisor, whether by statutory merger or otherwise, (b) any corporation, partnership, or other entity directly or indirectly controlled by or under common control with Franchisor or its successor, and (c) any sub-franchisor or other assignee of Franchisor.

17.02.07 Franchisee agrees that it would be extremely difficult to prove with certainty the exact amount of damages caused to Franchisor by a violation of this Article 17 by Franchisee and

therefore, Franchisee agrees that, upon proof that Franchisee violated this Article 17, Franchisor shall be entitled to liquidated damages in an amount calculated by multiplying the amount of gross revenues generated by Franchisee or a third party that benefited from the violation during the period of breach and multiplying it by 1.5. Franchisee acknowledges that this results in a reasonable estimate of what Franchisor's actual damages would be and is not a penalty.

17.02.08 Franchisee agrees that any violation of the covenants contained in this Article will cause irreparable harm to Franchisor and its other Franchisees and may, as a matter of course, be restrained by process issued out of a court of competent jurisdiction, in addition to any other remedies provided by law. In the event of any action for a temporary or permanent injunction to enforce this Covenant, Franchisee hereby waives any requirement of a bond to the extent that any bond would exceed one hundred dollars. The substantially prevailing party in any such enforcement action shall be entitled to recover their attorneys' fees and costs incurred therein in addition to any and all other remedies.

17.02.9 Nothing in this Article 17 shall obligate Franchisor to take action to enforce this or any other covenant against competition against any other Franchisee or former Franchisee. Nothing in this Article 16 shall entitle Franchisee to take any action to enforce this or any other covenant against competition against any other Franchisee or former Franchisee.

17.02.10 The terms of this Article 17 shall survive the termination or expiration of this Agreement for any reason.

Article 18 – Internal Dispute Resolution and Mediation

18.01 Internal Dispute Resolution.

Franchisee must first attempt to resolve any disputes arising under this Agreement by delivering notice of such dispute, including a detailed summary of claims and factual allegations, to Franchisor's leadership and negotiating in good faith with Franchisor.

18.02 Mediation

Any disputes not resolved by the internal dispute resolution procedures set forth above shall, at Franchisor's option, be submitted to mediation administered by the American Arbitration Association pursuant to its then-current Commercial Mediation Rules. To initiate mediation, Franchisee shall, within sixty (60) days after initiating the internal dispute resolution process, notify Franchisor in writing of Franchisee's desire to engage in mediation. Franchisor shall have thirty (30) days in which to agree in writing to mediation. If Franchisor does not agree to mediation, Franchisee may proceed with the arbitration provisions set forth below. If Franchisor agrees to mediation, the mediation shall take place within ninety (90) days after Franchisor notifying Franchisee of its agreement to mediate the dispute. Franchisor and Franchisee shall equally bear the administrative costs of mediation and the mediator's fees, and they shall each bear their own attorneys' fees and costs related to mediation. The mediation shall take place in Asheville, North Carolina, unless the parties mutually agree to another location or a virtual mediation.

Article 19 – Arbitration of Disputes

19.01 Agreement to Arbitrate.

Except as provided in paragraph 19.04, any controversy or claim or dispute between the parties hereto or between any party hereto and any other person arising out of or relating to this Agreement, the negotiation thereof, the offer or acceptance thereof, or the performance or breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its then-current Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. This Article shall be governed by the Federal Arbitration Act. The arbitrator shall have at least ten (10) years of experience practicing franchise law, and the arbitration shall take place in Asheville, NC. The arbitrator shall issue a reasoned opinion. No party shall join or attempt to join their claims in a single proceeding with the claims of any other party, person or entity even if similarly situated. The parties shall bear their own expenses, including their own attorney's fees and costs and shall share equally all expenses of the arbitrator.

19.02 Conduct of Arbitration.

Unless otherwise specifically required by applicable law, demand for arbitration or proceedings in arbitration, or court proceedings shall not operate to stay, postpone, prohibit or rescind any expiration, termination or non-renewal of this Agreement as provided in this Agreement, and the parties will be limited to their remedy in damages, as determined by the court or arbitrator, for non-renewal or termination found by the arbitrator to be wrongful. Damages would be an adequate remedy for any such wrongs. The court or arbitrator shall not extend, modify or suspend any of the terms of this Agreement or the reasonable standards of business performance set by Franchisor. The arbitrators shall permit discovery between the parties pursuant to the Federal Rules of Civil Procedure.

19.03 Limited Exceptions to Arbitration and Mediation.

The requirements of paragraphs 19.01 and 19.02 shall not apply to actions initiated by Franchisor for the sole purpose of collecting unpaid money, including franchise fees, royalties or Marketing Fees pursuant to this Agreement or to actions for the sole purpose of enforcing Franchisor's rights in the Marks (both for injunctive relief and damages), the Confidential Information or Trade Secrets or the covenant against competition or solicitation. Such actions and claims are not required to be submitted to arbitration. Any such actions and claims may be brought by Franchisor in the United States District Court for the Western District of North Carolina in Asheville, North Carolina. Any counterclaims to such actions and claims must be submitted to arbitration and shall be subject to paragraphs 18.01, 18.02, 19.01 and 19.02 of this Agreement. Franchisee hereby irrevocably consents to the personal jurisdiction of the United States District Court for the Western District of North Carolina in Asheville, North Carolina. If federal jurisdiction cannot be established over an action subject to this Section 19.03, Franchisor may bring such action in Buncombe County Superior Court in Asheville, North Carolina.

Article 20 - Representations of Franchisee

20.01 Representations

Franchisee represents and warrants as follows:

20.01.01 Franchisee is not currently a party to or subject to any contract or agreement, including any other franchise agreement, employment agreement or any covenant not to compete which would directly or indirectly be breached by entering into this Agreement or which would directly

or indirectly prohibit or restrict Franchisee's signing of this Agreement or performance thereunder;

20.01.02 Franchisee is executing this Agreement and purchasing the license herein for Franchisee's own account and not as an agent or representative of another (unless for an Entity otherwise named herein and in compliance herewith);

20.01.03 Franchisee intends to be actively involved in the Franchised Business for the entire term of this Agreement and knows of no reason that he/she might become a passive owner;

20.01.04 Franchisee is basing Franchisee's decision to purchase this license, in full, upon statements and representations contained in this Agreement and the Griffin Waste Services Franchise Disclosure Document and upon facts obtained pursuant to Franchisee's own investigation. Franchisee is not relying upon any statements or any information received either directly or indirectly from Franchisor or any person acting or purporting to act on behalf of Franchisor which information or statements are not contained in this Agreement or the Griffin Waste Service Franchise Disclosure Document or otherwise in writing and signed by an officer of Franchisor. Franchisee has not received any earnings claims or financial performance information, directly or indirectly, from Franchisor excepting only such information as may be contained in Item 19 of the Griffin Waste Services Franchise Disclosure Document.

20.01.05 Franchisee has not terminated and will not terminate Franchisee's existing employment or cease any other income-producing activity until after Franchisee has an approved location, has successfully completed the Initial Training, and is open for business. If Franchisee elects, notwithstanding this sub-paragraph to terminate employment or income-producing activity, Franchisee knowingly assumes the risk of loss of income and does so contrary to Franchisor's advice.

Article 21 - Miscellaneous Provisions

21.01 Non-Waiver.

No act or omission or delay in enforcing a right by either party shall waive any right under or breach by the other of this Agreement unless such party executes and delivers a written waiver. The waiver by either party of any right under or breach of this Agreement shall not be a waiver of any subsequent or continuing right or breach.

21.02 Attorneys' Fees.

In the event that legal action is properly commenced in court by either party to enforce this Agreement or to determine the rights of any party, as permitted by paragraph 19, including any appeal proceeding, the substantially prevailing party, in addition to any other remedy, shall be entitled to receive its reasonable actual attorneys' fees and costs, including expert fees and fees on appeal.

21.03 Severability.

In the event that any of the provisions, or portions thereof, of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction or by an arbitration panel, the validity and enforceability of the remaining provisions, or portions thereof, shall not be affected thereby, and full effect shall be given to the intent manifested by the provisions, or portions

thereof, held to be enforceable and valid, unless such invalidity shall pertain to the obligation to pay fees, in which event this Agreement shall terminate.

21.04 Warranty Of Authority.

Each person signing this Agreement for or on behalf of any party to this Agreement warrants that he/she has full authority to sign and to legally bind the party.

21.05 Estoppel Certificate.

In the event that Franchisor is considering transferring, assigning or any encumbrance of this Agreement, the System, or any other of Franchisor's rights or assets, or upon request by Franchisor at any time, Franchisee shall, within ten (10) calendar days after Franchisor shall request the same, execute, acknowledge and deliver to Franchisor, a written certificate that (a) this Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Agreement as so modified is in full force and effect); (b) the date to which royalties or other charges have been paid in advance, if any; (c) there are not, to Franchisee's knowledge, any uncured defaults on the part of Franchisor or Franchisee hereunder, or specifying such defaults if any are claimed; (d) setting forth the dates of commencement and expiration of the Term of this Agreement; (e) Franchisee has and knows of no basis for any claims of any kind against Franchisor (or, if Franchisee has or knows of any such claims, a detailed statement of all such claims and a statement that Franchisee has and knows of no other claims); and (f) any other matter upon which certification is requested by Franchisor or a prospective assignee or any encumbrance. Franchisor may rely upon any certificate given pursuant to this sub-paragraph as may any prospective purchaser or any encumbrance of all or any portion of Franchisor's rights hereunder. Any failure or refusal to timely execute a truthful certificate pursuant to this sub-paragraph shall be a material breach of this Agreement.

21.06 Paragraph Headings.

The various paragraph headings are for convenience of reference only and shall not affect the meaning or interpretation of this Agreement or any portion thereof.

21.07 Recitals.

The recitals preceding the first numbered paragraph of this Agreement are hereby made part of this Agreement as if set forth within the numbered paragraphs. All references to "Franchisee" shall include all owners, parents and subsidiaries of Franchisee if Franchisee is an entity.

21.08 No Third-Party Beneficiary.

Nothing in this Agreement shall be construed to give Franchisee any rights as a third-party beneficiary or otherwise arising out of any similar or other agreement(s) between Franchisor and any other Franchisee(s). Nothing in this Agreement shall be construed to give to any other Franchisee or any other person any rights arising out of this Agreement. Any action or inaction by Franchisor with regard to any other Franchisee's performance or non-performance as to any term of this or any similar agreement shall not give rise to any claims or rights in favor of Franchisee under this Agreement.

21.09 Choice Of Law.

Except as otherwise specified herein, this Agreement shall be governed by and construed under the laws of the State of North Carolina.

21.10 Notices

All notices required or permitted by this Agreement ("Notice" or "Notices") shall be sent to the respective parties at the addresses set forth herein. The place of Notice may be modified by appropriate Notice to the other party. All Notices shall be sent by certified mail, return receipt requested, postage prepaid, personally delivered, or by facsimile, overnight delivery, or telegraph. Notices shall be deemed given at the earlier of (a) receipt by the addressee, including by facsimile or electronic mail, (b) two (2) days following deposit with the United States Postal Service or its successor, with postage prepaid, or (c) immediately upon refusal of delivery by the addressee. Notwithstanding the foregoing, Franchisor may provide notice to Franchisee of changes to the Manual or System Standards by electronic mail or similar means.

21.11 Entire Agreement.

This document, together with any exhibits and addenda appended hereto, constitutes the full and complete agreement between the parties hereto with respect to the subject matter hereof. There are no verbal or other agreements that affect or modify this Agreement. Any prior or contemporaneous representations, promises, contracts or agreements not contained in this Agreement or the Franchise Disclosure Document presented herewith are hereby fully superseded. Notwithstanding the foregoing, nothing in this agreement or in any related agreement is intended to disclaim the representations made in the franchise disclosure document.

21.12 Modification.

This Agreement shall not be modified or changed except by a written agreement executed by an officer of Franchisor. No approval of a deviation from the terms of this Agreement shall be valid unless signed by an officer of Franchisor.

21.13 Effective Date.

This Agreement shall have no force or effect unless and until signed by an officer of Franchisor. The effective date shall be the date of such corporate signature. Notwithstanding the order of signatures, this Agreement shall be deemed made and entered into in the state where the Franchised Business is located.

21.14 Time Of Essence.

Time is of the essence of this Agreement.

21.15 No waiver of Maryland law.

No representations requiring Franchisee to assent to a release, estoppel or waiver of liability are intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registrations and Disclosure Law.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year indicated below.

Dated: _____ [effective date]

Date signed: _____

Griffin Waste Service Franchising, LLC

FRANCHISEE

By _____
Wendy Griffin Ohlin, General Manager
402 Old Leicester Highway
Asheville, NC 28806

Franchisee
Address: _____

Addendum A
Location of Franchised Business

The location of Franchisee's "**Griffin Waste Services**" Franchised Business Premises shall be:

Street Address: _____

City: _____

State: _____

Addendum B
Territory

Franchisee will have a total of _____ Territory(-ies).

Franchisee's designated Territory(-ies) shall be defined as follows:

The geographic boundaries (all geographic boundaries shall be as they exist on the date of this Agreement): _____

The estimated population of the Territory(-ies) is: _____

Initial Franchise Fee paid upon execution of this Agreement: \$_____

Map(s): Please see attached map(s).

Addendum C
Lease Conditional Assignment Agreement

This Rider is attached to and is part of that certain Lease, by and between: _____

(Lessor) and _____
(Lessee) dated _____ for the premises located at: _____,
_____ legally
described in Annex A hereto.

A. CONDITIONAL ASSIGNMENT: Lessee hereby conditionally assigns all of the Lessee's right, title and interest in this lease to **Griffin Waste Service Franchising, LLC** (hereinafter, "Franchisor"). This assignment shall become effective only upon occurrence of both of the following conditions:

1. Termination of the Griffin Waste Services Franchise Agreement between Franchisor and Lessee as Franchisee for the operation of a Griffin Waste Services franchise within the leased premises, and

2. Exercise by Franchisor of its option to assume the obligations of and to replace Lessee as the lessee under this lease as provided in the said Franchise Agreement within fifteen (15) days after termination of said Franchise Agreement.

B. Lessor hereby consents to the said conditional assignment and hereby agrees that if said conditional assignment becomes effective, Franchisor shall thereafter be substituted for Lessee as the Lessee in this lease, Lessee shall be relieved of all liability accruing under this lease after the effective date of the assignment and Franchisor shall have the right to reassign this lease to a new Franchisee of Franchisor without the prior consent of Lessor. In the event of such reassignment, Franchisor shall be relieved of all liability accruing under this lease after the date of said reassignment.

C. Lessee agrees that at such time as Franchisor exercises its option to become the Lessee under this lease, Lessee will immediately vacate the demised premises without removing any fixtures, parts, or accessories except as authorized in the Franchise Agreement and Lessor will permit Franchisor to enter upon and take possession of the demised premises. Lessor will cooperate in all legal action necessary to remove lessee if lessee refuses to vacate premises.

D. Lessor is hereby authorized and directed to rely solely upon written notice by Franchisor of the termination of the said Griffin Waste Services Franchise Agreement and exercise by Franchisor of its option to become the Lessee under this lease and is hereby relieved of any and all liability to Lessee for any action it takes in so relying.

E. DEFAULT BY LESSEE: Lessor agrees to give Franchisor thirty (30) days prior written notice of its intention to reenter and repossess the premises and to cancel the lease on account of Lessee's default of any of the terms, conditions or provisions thereof. During the thirty (30) day period Franchisor may cure such default or otherwise exercise its rights under the conditional assignment.

F. OPTION TO RENEW: In the event that Lessee fails to exercise any option which he might have under the lease to renew same prior to the expiration thereof, Lessor agrees to notify Franchisor in writing of lessee's failure to renew the lease and Franchisor shall then have fifteen (15) days from the receipt of such notice to exercise any option to renew and replace Lessee as the lessee under the lease.

Dated: _____[effective date] Date signed: _____

Griffin Waste Service Franchising, LLC (Assignee) **FRANCHISEE**

By _____
Wendy Griffin Ohlin, General Manager
402 Old Leicester Highway
Asheville, NC 28806

Franchisee
Address: _____

LESSOR: _____

By: _____
Name, Title

ACKNOWLEDGMENTS

STATE OF _____)

COUNTY OF _____)

On this day personally appeared before me _____, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that _____ signed the same as _____ free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this _____ day of _____ 20_____.

Notary Public in and for the State of _____
residing at _____

My appointment expires: _____

* * *

STATE OF _____)

COUNTY OF _____)

On this day personally appeared before me _____, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that _____ signed the same as _____ free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this _____ day of _____ 20_____.

Notary Public in and for the State of _____
residing at _____

My appointment expires: _____

* * *

STATE OF _____)

COUNTY OF _____)

On this day personally appeared before me _____, to me known to be the _____ [Title], of _____, a _____ [Type of Entity and State of Organization], the Entity that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned and on oath stated that ___he___ is/are authorized to execute the said instrument on behalf of said Entity.

WITNESS my hand and official seal this ____ day of _____, 20____.

Notary Public in and for the State of _____
residing at _____

My appointment expires: _____

Addendum D
Assignment of Telephone Numbers

_____ Franchisee/Assignor, in consideration of Franchisor/Assignee granting a Griffin Waste Services franchise contemporaneously herewith, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby assigns to Griffin Waste Services all telephone numbers and listings utilized or to be utilized by Franchisee/Assignor in the operation of his Griffin Waste Services Franchised Business. The Assignee hereby assumes the performance of all of the Terms, Covenants, and Conditions of the agreement(s) with the telephone company with respect to such telephones, telephone numbers and telephone listings with the same force and effect as if Assignee had been originally issued such telephone, telephone numbers, telephone listings and the usage thereof. This Assignment is valid on the effective date and is irrevocable. It applies equally to any numbers first used after the effective date. The telephone company is authorized to rely upon this Assignment at any time that it is delivered to the telephone company by Franchisor/Assignee. Assignee and Assignor each agree to hold harmless and indemnify the telephone company from any claims based upon the telephone company's reliance upon this Assignment. Assignee and Assignor each agree to sign any other documents necessary in the opinion of the telephone company to give effect to this Assignment.

Dated: _____ [effective date]

Date signed: _____

GRIFFIN WASTE SERVICES
FRANCHISING, LLC (Franchisor/Assignee)

FRANCHISEE
(Assignor)

By _____
Wendy Griffin Ohlin, General Manager
402 Old Leicester Highway
Asheville, NC 28806

Franchisee
Address:

Subject telephone number(s):

Phone: _____

Addendum E

Personal Guaranty

IN CONSIDERATION of and to induce the consent by Griffin Waste Service Franchising, LLC, a North Carolina corporation ("Franchisor") to the assignment of all right, title, and interest in and to the Griffin Waste Services Franchise Agreement dated _____ to _____, a _____ [Type of Entity and State of organization] ("Franchisee"), [or alternatively, in consideration of and to induce Franchisor's consent for the undersigned to enter into the Franchise Agreement in the Entity form], and for other good and valuable consideration, I/we, and each of us jointly, severally, absolutely and unconditionally guarantee to Franchisor:

1.01 Payment Of Obligations.

The punctual payment and satisfaction of each and every claim, demand, default, liability, indebtedness, right or cause of action of every nature whatsoever, including expenses, damages and fees, now or hereafter existing, due or to become due, or held by Franchisor, its subsidiaries, divisions, or related companies, together with any interest as it may accrue, and all costs, expenses and attorneys' fees paid or incurred by Franchisor or its subsidiary, division, or related company in collecting or attempting to collect the obligations of the Franchisee or in enforcing or attempting to enforce this Guaranty; and

1.02 Continuing Performance.

The timely performance of each term, covenant, and obligation of the license set forth in the Griffin Waste Services Franchise Agreement described above. This is a continuing Guaranty which shall apply to the Franchise Agreement and any subsequent renewals, extensions, amendments or modifications thereof, and such renewals, extensions, amendments or modifications shall be conclusively presumed to be covered by this Guaranty without further notice to or acceptance by the undersigned.

2.01 Execution And Delivery.

The undersigned acknowledge(s) and agree(s) that possession of this Guaranty by Franchisor constitutes true and correct execution and actual and proper delivery of same to Franchisor, and the undersigned waive notice of acceptance of this Guaranty and of the incurrence by Franchisee of any liability to which it applies or may apply, and waive presentment and demand for payment thereof, protest, notice of protest and notice of dishonor or non-payment thereof, collection thereof including any notice of default in payment thereof or other notice to, or demand of payment therefore on, any party. The undersigned further waive any right to have security applied before enforcing this Guaranty, any right to require suit against the Franchisee or any other party before enforcing this Guaranty, and any right to subrogation to Franchisor's rights against the Franchisee until the Franchisee's liabilities and obligations to Franchisor are paid and satisfied in full. Payment by the undersigned shall be made at the office of Franchisor in Asheville, North Carolina, or such other location as Franchisor may designate in writing.

3.01 Rights Of Company

Franchisor may, at its option, at any time, without the consent of or notice to the undersigned, without incurring responsibility to the undersigned and without impairing or releasing the obligations of the undersigned, upon or without any terms or conditions and in whole or in part:

3.01.01 change the manner, place or terms of payment or change or extend the time of payment of, renew, or alter any obligation, liability or right of the Franchisee under the Franchise Agreement hereby guaranteed, or any liabilities incurred directly or indirectly hereunder, and the guaranty herein made shall apply to the obligations and liabilities of the Franchisee, so changed, extended, renewed or altered;

3.01.02 exercise or refrain from exercising any rights against Franchisee or others, or otherwise act or refrain from acting;

3.01.03 settle or compromise any liabilities hereby guaranteed or hereby incurred, and may subordinate the payment of all or any part of such liabilities to the payment of any liabilities which may be due to Franchisor or others; and

3.01.04 apply any sums paid to any liability or liabilities of Franchisee to Franchisor regardless of what liability or liabilities of Franchisee remain unpaid. Franchisor may, at its option, without the consent of or notice to the undersigned, apply to the payment of the liability created by this guaranty, at any time after such liability becomes payable, any moneys, property, or other assets belonging to the undersigned in the possession, care, custody and control of Franchisor.

4.01 Irrevocable.

This agreement shall not affect in any manner the right of Franchisor to terminate the Franchise Agreement pursuant to the terms thereof, and this Guaranty shall survive the termination, expiration, or cancellation of the Franchise Agreement. Franchisor may at its option, elect to take no action pursuant to this Guaranty or the Franchise Agreement without waiving any rights under either. The undersigned do further agree that it will not be necessary for Franchisor, in order to enforce the terms of this agreement against them, to first institute suit or exhaust its remedies against the Franchisee or any others. This Guaranty shall operate as a continuing Guaranty and shall be non-revocable, except with the express written consent of Franchisor.

4.02 Joint And Several Liability.

The undersigned, if more than one, shall be jointly and severally liable hereunder and the term "undersigned" shall mean the undersigned or any one or more of them. Anyone signing this Guaranty shall be bound thereto at any time. Any married person who signs this Guaranty hereby expressly agrees that recourse may be had against his/her community and separate property for all obligations under this Guaranty.

4.03 Successors And Assigns.

This Guaranty shall bind and inure to the benefit of the heirs, executors, administrators, successors, and assigns of Franchisor and of the undersigned.

4.04 Non-competition.

The undersigned hereby agree that they shall be individually bound by the provisions of the Franchise Agreement relating to trade secrets, confidentiality, and non-competition.

4.05 Bankruptcy Or Insolvency Of Franchisee.

In the event that a petition in bankruptcy or for an arrangement or reorganization of the Franchisee under any state or federal bankruptcy law or for the appointment of a receiver for the Franchisee or any of its property is filed by or against the Franchisee, or if the Franchisee shall make an

assignment for the benefit of creditors or shall become insolvent, all indebtedness and other obligations of the Franchisee shall, for purposes of this Guaranty be immediately due and payable.

WITNESS our hands at _____, on this the

_____ day of _____, 20__.

[SIGNATURE]
_____ % owner of Franchise

[SIGNATURE]
_____ % owner of Franchise

[SIGNATURE]
_____ % owner of Franchise

[SIGNATURE]
_____ % owner of Franchise

[SIGNATURE]
_____ % owner of Franchise

[SIGNATURE]
_____ % owner of Franchise

Addendum F

Master Lease

_____ See Attached.

_____ Non-Applicable.

Addendum G
Trade Secrets & Confidentiality Agreement

This Agreement is made and entered into by and between _____, Griffin Waste Services (hereinafter, "the Employer") and _____, (hereinafter, "Employee").

WHEREAS, Employer is engaged in the custom waste hauling business under the Marks and using the System, pursuant to a franchise agreement with Griffin Waste Services (herein, "the Franchised Business") according to a unique formula and under the trade name and mark, "Griffin Waste Services".

WHEREAS, Employer has a need for a Manager or key employee for the Franchised Business;

WHEREAS, Employee is willing and able to become a Manager or key employee for the Franchised Business;

WHEREAS, Employer is willing to hire Employee or to promote Employee to the position of Manager or key employee of the Franchised Business, but only upon the terms and conditions set forth herein,

NOW THEREFORE, for and in consideration of the mutual covenants herein contained and other good and faithful consideration, the receipt and sufficiency of which is hereby acknowledged by each party, the parties hereby agree as follows:

1. Employment.

Employer agrees to employ Employee as _____, and to pay compensation as follows:

1. Trade Secrets

Employee agrees that all of the information provided to Employee by Employer in the course of employment relating to the Franchised Business, its operation, management, policies, relationship with its Franchisor, identity of its customers, members and vendors, pricing structures and formulas, product mix, and similar information, constitutes trade secrets. Employee acknowledges that such information has been received only from Employer and that it is not generally available to the public and that it derives independent economic value from not being widely known. Employee acknowledges and agrees that certain items or information to be made available may not, if analyzed in isolation, be trade secrets; however, unless Employer specifically agrees otherwise in writing, all such items and information, when placed in the context of those things which are trade secrets if analyzed in isolation, become and are part of the trade secrets

and are subject to this Agreement. Employee further acknowledges that should the information be misappropriated or transferred to any third party, the Employer and Employer's Franchisor would suffer irreparable harm. Trade secrets do not include information on public record or readily available from a third party without consent by Employer.

2. Employer Owns All Incidents

Employer shall be entitled to all of the benefits, profits and other issues arising from or incident to all work, services, and advice of Employee relating to the Trade Secrets or arising out of discussions with Employer regarding same, and in any way communicated to Employer or becoming known to Employer during or after the term of employment.

3. Nondisclosure

Employee shall not at any time or in any manner, either directly or indirectly, divulge, disclose or communicate to any unauthorized person(s) any information regarding any trade secret(s) or any proprietary information of Employer. All such information shall be held by Employee in complete confidence. Such information is important, material, and confidential and gravely affects the effective and successful conduct of Employer's Franchised Business and goodwill. Should Employee, at any time, cease to be an employee of Employer, Employee shall immediately return to the Employer the originals and all copies of all documents or other media containing or representing trade secrets. Breach of any of the terms of this paragraph shall be a material breach of this Agreement. The terms of this paragraph shall survive termination of this Agreement for any reason. Employee shall be in breach of this Agreement during any month in which Employee or any third party has possession or use of any trade secrets in violation of this Agreement.

4. Remedies

Employee agrees that, in the event of alleged breach, Employer shall be entitled, in addition to all other remedies available at law or in equity, to a temporary restraining order, a preliminary injunction and other interim relief and that the maximum bond to be required of Employer for such relief shall be ten dollars (\$10.00). Employee waives any right to a higher bond. Employee agrees that any action taken by Employer pursuant to this Agreement shall not constitute an election of remedies. In addition to, and not in lieu of, an injunction, Employer shall be entitled to a judgment against Employee for the greater of (a) Employer's actual damages (if provable under the circumstances) or (b) liquidated damages calculated as Employee's average monthly gross compensation for the last six months (or portion thereof) for which Employee was employed by Employer, multiplied by the number of months during which Employee was in breach of this Agreement. The parties mutually agree that the liquidated damages agreed herein are not a penalty, but are a best good faith effort to estimate what Employer's actual damages would be in the event of a breach under circumstances where actual damages may, because of facts known at that time, not be readily susceptible of accurate calculation.

5. Enforcement By Franchisor

Both Employer and Employee acknowledge and agree that this Agreement is for the benefit not only of the Employer, but also of the Employer's Franchisor, Griffin Waste Services. Employer and Employee each agree that Griffin Waste Services shall have the same right to enforce this Agreement as Employer has; provided only that as between Employer and Griffin Waste Services, they shall be entitled to only one recovery of damages or liquidated damages.

6. Effectiveness

This Agreement shall become effective when signed and shall be enforceable at any time thereafter.

6.1. Non-waiver.

No act or omission or delay in enforcing a right by either party shall waive any right under or breach by the other of this Agreement unless such party executes and delivers a written waiver. The waiver by either party of any right under or breach of this Agreement shall not be a waiver of any subsequent or continuing right or breach.

6.2. Attorney Fees.

In the event that legal action or arbitration is commenced by either party to enforce this Agreement or to determine the rights of any party, including any appeal proceeding, the substantially prevailing party, in addition to any other remedy, shall be entitled to receive its reasonable attorneys' fees and costs.

6.3. Severability.

In the event that any of the provisions, or portions thereof, of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions, or portions thereof, shall not be affected thereby, and full effect shall be given to the intent manifested by the provisions, or portions thereof, held to be enforceable and valid, unless such invalidity shall pertain to the obligation to pay fees, in which event this Agreement shall terminate.

6.4. Warranty Of Authority.

Each person signing this Agreement for or on behalf of any party to this Agreement warrants that he/she has full authority to sign and to legally bind the party.

6.5. Paragraph Headings.

The various paragraph headings are inserted for convenience of reference only and shall not affect the meaning or interpretation of this Agreement or any portion thereof.

6.6. Recitals.

The recitals preceding the first numbered paragraph of this Agreement are hereby made part of this Agreement as if set forth within the numbered paragraphs.

6.7. Choice Of Law.

This Agreement shall be governed by and construed under the laws of the state in which the Franchised Business is located.

6.8. Notices.

All notices required or permitted by this Agreement shall be sent to the respective parties at the addresses set forth herein. The place of notice may be modified by appropriate registered or certified mailing to the other party. All notices shall be sent by certified mail, return receipt requested, postage prepaid, or personally delivered. Notices shall be deemed given at the earlier of (a) receipt by the addressee or (b) two (2) days following deposit with the United States Postal Service or its successor.

6.9. Entire Agreement.

This document, together with any exhibits and addenda appended hereto, constitutes the full and complete agreement between the parties hereto with respect to the subject matter hereof. There are no verbal or other agreements that affect or modify this Agreement. Any prior representations, promises, contracts or agreements are hereby fully superseded.

6.10. Modification.

This Agreement shall not be modified or changed except by a written agreement executed by an officer of Employer. No approval of a deviation from the terms of this Agreement shall be valid unless signed by an officer of Employer.

Date: _____

THE EMPLOYER

EMPLOYEE

By _____
Name, Title

Signature

Address: _____

Address: _____

Phone: _____

ADDENDUM H
ADDENDUM H TO FRANCHISE AGREEMENT
FORM 2462

THIS ADDENDUM (“Addendum”) is made and entered into on _____, 20____, by and between Griffin Waste Service Franchising, LLC (“Franchisor”), located at 402 Old Leicester Highway, Asheville, NC 28806 , and _____ “Franchisee”), located at _____.

Franchisor and Franchisee entered into a Franchise Agreement on _____, 20____, (such Agreement, together with any amendments, the “Franchise Agreement”). Franchisee is applying for financing(s) from a lender in which funding is provided with the assistance of the U. S. Small Business Administration (“SBA”). SBA requires the execution of this Addendum as a condition for obtaining SBA-assisted financing.

In consideration of the mutual promises below and for good and valuable consideration, the receipt and sufficiency of which the parties acknowledge the parties agree that notwithstanding any other terms in the Franchise Agreement or any other document Franchisor requires Franchisee to sign:

CHANGE OF OWNERSHIP

- If Franchisee is proposing to transfer a partial interest in Franchise and Franchisor has an option to purchase or a right of first refusal with respect to that partial interest, Franchisor may exercise such option or right only if the proposed transferee is not a current owner or family member of a current owner of franchise. If the Franchisor’s consent is required for any transfer (full or partial), Franchisor will not unreasonably withhold such consent. In the event of an approved transfer of the 100% interest or any portion thereof, the transferor will not be liable for the actions of the transferee Franchisee.

FORCED SALE OF ASSETS

- If Franchisor has the option to purchase the business personal assets upon default or termination of the Franchise Agreement and the parties are unable to agree on the value of the assets, the value will be determined by an appraiser chosen by both parties. If the Franchisee owns the real estate where the franchise location is operating, Franchisee will not be required to sell the real estate upon default or termination, but Franchisee may be required to lease the real estate for the remainder of the 10-year term (excluding additional renewals) for fair market value.

1

While relationships established under license, jobber, dealer and similar agreements are not generally described as “franchise” relationships, if such relationships meet the Federal Trade Commission’s (FTC’s) definition of a franchise (see 16 CFR § 436), they are treated by SBA as franchise relationships for franchise affiliation determinations per 13 CFR § 121.301(f)(5). SBA Form 2462 (01-2018)

COVENANTS

- If the Franchisee owns the real estate where the franchise location is operating, Franchisor has not and will not during the term of the Franchise Agreement record against the real estate any restrictions on the use of the property, including any restrictive covenants, branding covenants or environmental use restrictions. If any such restrictions are currently recorded against the Franchisee's real estate, they must be removed in order for the Franchisee to obtain SBA-assisted financing.

EMPLOYMENT

- Franchisor will not directly control (hire, fire or schedule) Franchisee's employees. For temporary personnel franchises, the temporary employees will be employed by the Franchisee not the Franchisor.

As to the referenced Franchise Agreement, this Addendum automatically terminates when SBA no longer has any interest in any SBA-assisted financing provided to the Franchisee.

Except as amended by this Addendum, the Franchise Agreement remains in full force and effect according to its terms.

Franchisor and Franchisee acknowledge that submission of false information to SBA, or the withholding of material information from SBA, can result in criminal prosecution under 18 U.S.C. 1001 and other provisions, including liability for treble damages under the False Claims Act, 31 U.S.C. §§ 3729 - 3733.

Authorized Representative of Franchisor:

By: _____

Print Name: _____

Title: _____

Authorized Representative of Franchisee:

By: _____

Print Name: _____

Title: _____

Note to Parties: This Addendum only addresses "affiliation" between the Franchisor and Franchisee. Additionally, the applicant Franchisee and the Franchise system must meet all SBA eligibility requirements.

ADDENDUM I
STATE ADDENDA TO THE FRANCHISE AGREEMENT

**MARYLAND ADDENDUM
TO THE FRANCHISE AGREEMENT**

Franchisor and Franchisee hereby amend the Franchise Agreement as follows:

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 the franchise agreement.

IN WITNESS WHEREOF, Franchisor and Franchisee have executed this Addendum as of the Effective Date set forth in the Franchise Agreement.

FRANCHISOR :
GRIFFIN WASTE SERVICES
FRANCHISING, LLC

FRANCHISEE:

By: Wendy Griffin Ohlin
Title: Manager

By: _____
Title: _____

EXHIBIT C TO THE DISCLOSURE DOCUMENT

LIST OF CURRENT AND FORMER FRANCHISEES

List of Current Franchisees

Information current as of December 31, 2024

FLORIDA

Wasted Away Incorporated dba Griffin
Waste Services of Sarasota
Lynn Cook
Effective: October 1, 2021
2425 19th Street
Sarasota, FL 34234
941-271-7383

KABI Investments II, LLC dba Griffin
Waste Services of Tampa Bay
Ken Avalos
Effective: April 10, 2019
3606 W. San Juan Street
Tampa, FL 33629
813-831-5865

Windy City Investment Group, LLC
David Matheson
Effective: May 17, 2022
PO Box 416
Ponte Vedra Beach, FL 32204

COLORADO

Western Skies Enterprises, LLC
Rodney & Amanda Ingebretson
Effective: November 19, 2021
16430 Mesquite Rd
Peyton, CO 80831
713-523-3100

GEORGIA

Madden Industries, LLC
Effective: April 29, 2021
7200 Grand View Ct
Columbus, GA 31904
706-984-9810

GWS Atlanta North, LLC
Jeffrey Milam
Effective: May 24, 2024
650 James Road
Alpharetta, GA 30004
770-249-5600

NORTH CAROLINA

AMTW Enterprises, LLC
Mike and Angelica Watkins
Effective: March 25, 2019
24 Glenfield Way
Leicester, NC 28748
828-724-3774

SOUTH CAROLINA

EKW, LLC dba Griffin Waste Services of
Anderson
George & Lisa West and David & Kailyn
Wintenburg
Effective: May 29, 2019
23048 McDonald Point Rd.
Seneca, SC 29675
864-614-5544

OEM, LLC
Eddie Neal, Davey Willis
Effective Date: January 2, 2017
133 N. Poinsett Hwy
Travelers Rest, SC 29690
864-610-2013

TENNESSEE

MWC, LLC dba Griffin Waste Services
James C Woodard, II, Jeff Maddox,
Charles Caudell
Effective Date: April 19, 2021
106 Mission Court, Suite 105
Franklin, TN 37067
615-562-4000

J Crawford Enterprises LLC
Jason Crawford
Effective: Sept 20, 2021
13280 Horton Hwy
Greenville, TN 37745

Norwood Enterprises dba Griffin Waste
Services of Knoxville
Ryan Norwood
Effective: October 2018

1302 Dutch Valley Dr.
Knoxville, TN 37918
865-281-8300

TEXAS

Triple M Waste Management
Effective: April 16, 2021
417 S. Ridge Cir
Georgetown, TX 78628
512-240-6757

Burney Roberts Enterprises, LLC
Effective: September 20, 2022
Burney Roberts
2318 Foxcroft Cir
Denton, TX 76209

UTAH

Eyerly Services
Effective: March 30, 2021
8969 South Okubo Drive
West Jordan, UT 84088
801-415-9688

FRANCHISEES WHO LEFT THE SYSTEM IN 2024

Atlanta Waste Services, LLC
Chris Cravey
Roswell, GA
404-955-9877

Note: This franchisee transferred their operation to GWS Atlanta North, LLC (see above).

EXHIBIT D TO THE DISCLOSURE DOCUMENT
GRIFFIN WASTE SERVICES
OPERATIONS MANUAL

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EXHIBIT E TO THE DISCLOSURE DOCUMENT

LIST OF STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS

STATE	STATE ADMINISTRATOR	AGENT FOR SERVICE OF PROCESS
CALIFORNIA	Department of Financial Protection and Innovation 1 Sansome, Suite 600 San Francisco, CA 94104 (415) 972-8559	Commissioner/Department of Financial Protection and Innovation 320 West 4 th Street Suite 750 Los Angeles, California 90013 1-866-275-2677
HAWAII	Commissioner of Securities of The State of Hawaii Business Registration Division Dept. of Commerce and Consumer Affairs Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, HI 96813 (808) 586-2722	Commissioner of Securities of the State of Hawaii Business Registration Division Dept. of Commerce and Consumer Affairs Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, HI 96813 (808) 586-2722
ILLINOIS	Franchise Division Attorney General State of Illinois 500 South Second Street Springfield, Illinois 62706 (217) 782-4465	Illinois Attorney General 500 South Second Street Springfield, Illinois 62706 (217) 782-4465
INDIANA	Securities Commissioner Indiana Securities Division Room E-111 302 West Washington Street Indianapolis, Indiana 46204 (317) 232-6681	Indiana Secretary of State 201 State House 200 West Washington Street Indianapolis, Indiana 46204

STATE	STATE ADMINISTRATOR	AGENT FOR SERVICE OF PROCESS
MARYLAND	Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, Maryland 21202 (410) 576-6360	Maryland Securities Commissioner 200 St. Paul Place Baltimore, Maryland 21202
MICHIGAN	Michigan Department of Attorney General Consumer Protection Division Antitrust and Franchise Unit 670 Law Building Lansing, Michigan 48913 (517) 373-7117	Michigan Department of Commerce Corporations and Securities Bureau 670 Law Building Lansing, Michigan 48913
MINNESOTA	Minnesota Department of Commerce 85 7 th Place East, Suite 500 St. Paul, Minnesota 55101 (651) 296-4026	Minnesota Commissioner of Commerce 85 7 th Place East, Suite 500 St. Paul, Minnesota 55101
NEW YORK	NYS Department of Law Investor Protection Bureau 28 Liberty Street, 21st Floor New York, New York 10005 (212) 416-8222	Secretary of State of New York 99 Washington Avenue Albany, New York 12231 (518) 473-2492
NORTH DAKOTA	North Dakota Securities Department 600 East Boulevard, Fifth Floor Bismark, North Dakota 58505 (701) 328-4712	North Dakota Securities Commissioner 600 East Boulevard, Fifth Floor Bismark, North Dakota 58505
RHODE ISLAND	Division of Securities John O. Pastore Complex, Bldg. 69-1 Cranston, Rhode Island 02920 (401) 426-9500	Director of the Rhode Island Department of Business Regulation 1511 Pontiac Avenue Cranston, Rhode Island 02920

STATE	STATE ADMINISTRATOR	AGENT FOR SERVICE OF PROCESS
SOUTH DAKOTA	Division of Insurance Securities Regulation 124 S, Euclid Ave., Suite 104 Pierre, South Dakota 57501-3185 (605) 773-4823	Director of South Dakota Division of Insurance 124 S, Euclid Ave., Suite 104 Pierre, South Dakota 57501-3185
VIRGINIA	State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, 9 th Floor Richmond, Virginia 23219 (804) 371-9051	Clerk of the State Corporation Commission 1300 East Main Street 1 st Floor Richmond, Virginia 23219
WASHINGTON	Department of Financial Institutions Securities Division P.O. Box 41200 Olympia, Washington 98504-1200 (360) 902-8760	Director, Dept. of Financial Institutions Securities Division 150 Israel Road Tumwater, Washington 98501
WISCONSIN	Commissioner of Securities 111 West Wilson Street P.O. Box 1768 Madison, Wisconsin 53701 (608) 266-1365	Commissioner of Securities 111 West Wilson Street P.O. Box 1768 Madison, Wisconsin 53701

EXHIBIT F TO THE DISCLOSURE DOCUMENT

STATE LAW ADDENDUM Addendum for State-Specific Requirements General

These states have statutes which may supersede the franchise agreement in your relationship with us including the areas of termination and renewal of your franchise: ARKANSAS [Stat. Section 70-807], CALIFORNIA [Bus. & Prof. Code Sections 20000-20043], CONNECTICUT [Gen. Stat. Section 42-133e *et seq.*], DELAWARE [Code, Tit. 6, Chap. 25, Section 2552], HAWAII [Rev. Stat. Section 482E-1], ILLINOIS [815 ILCS 705/19 and 705/20], INDIANA [Stat. Section 23-2-2.7], IOWA [Code Tit. XX, Chap. 523H], KENTUCKY [Rev. Stat. Tit. XL, Chap. 436], LOUISIANA [Rev. Stat. Tit. 23, Section 921(E)], MICHIGAN [Stat. Section 19.854(27)], MINNESOTA [Stat. Section 80C.14], MISSISSIPPI [Code Section 75-24-51], MISSOURI [Stat. Section 407.400], NEBRASKA [Rev. Stat. Section 87-401], NEW JERSEY [Stat. Section 56:10-1], SOUTH DAKOTA [Codified Laws Section 37-5A-51], VIRGINIA [Code 13.1-557-574-13.1-564], WASHINGTON [Code Section 19.100.180], WISCONSIN [Stat. Section 135.03], DISTRICT OF COLUMBIA [Code, Tit. 29, Chap. 12], PUERTO RICO [Laws Tit. 10, Chap. 14], and VIRGIN ISLANDS [Code, Tit. 12A, Chap. 2, Subchap. III]. These and other states may have court decisions that may supersede the franchise agreement in your relationship with us including the areas of termination and renewal of your franchise.

Some states have statutes that limit our ability to restrict your activity after the franchise agreement has ended. Other states have court decisions limiting our ability to restrict your activity after the franchise agreement has ended.

A provision in the franchise agreement that terminates the franchise upon your bankruptcy may not be enforceable under Title 11, United States Code.

California Addendum (Applies only to California Franchisees)

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

SECTION 31125 OF THE CALIFORNIA CORPORATIONS CODE REQUIRES US TO GIVE YOU A DISCLOSURE DOCUMENT APPROVED BY THE COMMISSIONER, BEFORE WE ASK YOU TO CONSIDER A MATERIAL MODIFICATION OF YOUR FRANCHISE AGREEMENT. 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.

Neither We nor any person identified in Item 2 is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et. seq., suspending or expelling the persons from membership in that association or exchange.

YOU MUST SIGN A GENERAL RELEASE OF CLAIMS IF YOU TRANSFER YOUR FRANCHISE. CALIFORNIA CORPORATIONS CODE §31512 VOIDS A WAIVER BY THE PERSON ACQUIRING A FRANCHISE OF CERTAIN RIGHTS UNDER THE FRANCHISE INVESTMENT LAW (CALIFORNIA CORPORATIONS CODE §§31000 THROUGH 31516). BUSINESS AND PROFESSIONS CODE §20010 VOIDS A WAIVER OF CERTAIN RIGHTS UNDER THE FRANCHISE RELATIONS ACT (BUSINESS AND PROFESSIONS CODE §§20000 THROUGH 20043).

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.)

The franchise agreement contains a covenant not to compete that extends beyond the termination of the franchise. This provision may not be enforceable under California law.

The franchise contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

You must resolve disputes through binding arbitration. The arbitration will occur at Asheville, North Carolina, with the costs of arbitration being borne equally by the parties. Each party will bear its own expenses, including attorneys' fees. 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.

The Antitrust Law Section of the Office of the California Attorney General views maximum price agreements as per se violations of the Cartwright Act. As long as this represents the law of the State of California, We will not interpret the Franchise Agreement as permitting or requiring maximum price limit.

Hawaii Addendum

(Applies only to Hawaii Franchisees)

If your Franchised Business will be in Hawaii, You will not pay your Franchise Fee to us until your business is open and We have completed all of our material pre-opening obligations to you. Item 5 of the Franchise Disclosure Document and Article 2 of the Franchise Agreement are amended accordingly. Please review Item 11 for our pre-opening obligations. You must have your bank verify that you have sufficient funds available at the time We sign the Agreement. The only condition on your obligation to pay the Franchise Fee is that We must complete all of our material pre-opening obligations to you.

Illinois Addendum

(Applies only to Illinois Franchisees)

The receipt and the Franchise Agreement are both amended to provide that We must provide the Franchise Disclosure Document to You at least fourteen calendar days before You sign any binding contract or give us any money.

The Illinois Franchise Disclosure Act, Section 4, prohibits any agreement that specifies jurisdiction or venue of any lawsuit in a place outside of the state of Illinois. The Act does permit agreements to require you to arbitrate outside the state of Illinois. The Act prohibits choice of law provisions that would require the application of any laws except the laws of the state of Illinois (Section 41). You cannot waive any of your rights given to you by the Illinois Franchise Disclosure Act (Section 41). You may have other rights under the Illinois Franchise Disclosure Act or other laws of the state of Illinois. To the extent that the Franchise Agreement is inconsistent with Illinois law, the inconsistent terms of the Franchise Agreement will not be enforced and the terms of the applicable Illinois law shall apply.

Indiana Addendum

(Applies only to Indiana Franchisees)

Indiana law prohibits requiring you to prospectively agree to a release or waiver which purports to relieve any person from liability imposed by the Indiana Franchise Practices Act (IC 23-2-2.7(5)). The Franchise Agreement shall be deemed amended to the extent necessary to comply with IC 23-2-2.7(5).

Indiana law limits the party's agreement to resolve disputes in any jurisdiction outside of Indiana (IC 23-2-2.7(10)). Subject to the Federal Arbitration Act, the Franchise Agreement shall be deemed amended and the forum for any court proceedings shall be in Indiana.

Maryland Addendum

(Applies only to Maryland Franchisees)

The Maryland Franchise Registration and Disclosure Law, COMAR 02.02.08.16L, provides that, as a condition of the sale of a franchise, We may not require you to agree to a release, assignment, novation, waiver, or estoppel that would relieve a person from liability under the Franchise Registration and Disclosure Law. Item 17 of the Disclosure Document is amended by adding: any general release required as a condition of sale and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

The Franchise Agreement and Disclosure Document shall be deemed amended so that no release, assignment, novation, waiver or estoppel is required if it would violate the Maryland Franchise Registration and Disclosure Law. Nothing in the franchise agreement, including any acknowledgments or representations, shall be deemed a release or waiver of any right or obligation under the Maryland Franchise Registration and Disclosure Law.

Item 5 of the Disclosure Document is amended by adding the following: 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 the franchise agreement.

Item 17 of the Disclosure Document is amended by adding the following: The provision in the Franchise Agreement that provides for termination upon bankruptcy of the Franchisee may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101, et. seq.).

Item 17 of the Disclosure Document and Article 19 of the Franchise Agreement are amended by adding: any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

Minnesota Addendum

(Applies only to Minnesota Franchisees)

Minn. Stat. §80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the disclosure document or agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

With respect to franchises governed by Minnesota law, the franchisor will comply with Minn. Stat. §80C.214, Subds. 3, 4, and 5 which require, except in certain specified cases, that We give you 90 days' notice of termination (with 60 days to cure) and 180 days' notice of non-renewal of the franchise agreement.

We will protect your right to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify you from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name, to the extent required by Minn. Stat. §80C.12, Subd. 1(g).

To the extent governed by Minn. Rule 2860.4400J, you shall not be deemed to have waived any rights under Minnesota law. You shall not be deemed to have consented to us obtaining injunctive relief, although We may seek injunctive relief. A Court or the arbitrators shall determine whether to require a bond as a condition of injunctive relief.

New York Addendum

(Applies only to New York Franchisees)

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 A 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 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 of the Franchise Disclosure Document:

Except as provided above, with regard 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 10-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 injunctive 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 you to renew or extend, and Item 17(m), titled Conditions for our 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 Article 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 replaces the “Summary” section of Item 17(d) of the Franchise Disclosure Document, titled Termination by you:

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 Article 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 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.

7. Receipts--Any sale made must be in compliance with § 683(8) of the Franchise Sale Act (N.Y. Gen. Bus. L. § 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 Addendum
(Applies only to North Dakota Franchisees)

Under North Dakota law, no modification or change We make to the Manual or method of operation may materially affect your status, rights or obligations under the Franchise Agreement.

Covenants not to compete are considered unenforceable in the State of North Dakota.

Under North Dakota law, a requirement that you consent to liquidated damages or termination penalties in the event of termination of the franchise agreement is considered unenforceable.

The North Dakota Franchise Investment Law (Section 51-19-09) requires that the laws of North Dakota, which laws will prevail, will govern the Franchise Agreement. Further, North Dakota law requires that all issues or disagreements relating to the Franchise Agreement will be arbitrated, tried, heard and decided within the jurisdiction of courts in the state of North Dakota.

Under the North Dakota Franchise Investment Law (Section 51-19-09), a North Dakota Franchisee may not be required to execute a general release upon renewal of the Franchise Agreement.

Rhode Island Addendum

(Applies only to Rhode Island Franchisees)

Item 17 is amended by adding the following: Section 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.

South Dakota Addendum

(Applies only to South Dakota Franchisees)

Covenants not to compete upon termination or expiration of a franchise agreement are generally unenforceable in South Dakota, except in certain instances as provided by law.

In the event that either party shall make demand for arbitration, such arbitration shall be conducted in a mutually agreed upon site in accordance with Section 11 of the Commercial Arbitration Rules of the American Arbitration Association.

The law regarding franchise registration, employment, covenants not to compete, and other matters of local concern will be governed by the laws of the State of South Dakota; but as to contractual and all other matters, this agreement and all provisions of this instrument will be and remain subject to the application, construction, enforcement and interpretation under the governing law of the state where the franchise is located.

Any provision of the franchise agreement which requires you to agree to jurisdiction and venue outside of South Dakota is void with respect to any cause of action which is otherwise enforceable in South Dakota.

Notwithstanding any term of the franchise agreement, We do not terminate the franchise agreement upon default without first affording you thirty (30) days' notice with an opportunity to cure the default within that time.

To the extent required by South Dakota law, all provisions giving any party a right to liquidated damages are hereby deleted from the franchise agreement and the parties shall be entitled to their actual damages instead.

Virginia Addendum

(Applies only to Virginia Franchisees)

Item 17 of the Disclosure Document is amended by adding the following: The provision in the Franchise Agreement that provides for termination upon your bankruptcy may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101, et. seq.).

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

Estimated Initial Investment. The franchisee will be required to make an estimated initial investment ranging from \$253,149 to \$483,248. This amount exceeds the franchisor's stockholder's equity as of December 31, 2024, which is \$63,110.

**Washington Addendum to the Franchise Disclosure Document, the Franchise Agreement,
and All Related Agreements**
(Applies only to Washington Franchisees)

The provisions of this Addendum form an integral part of, are incorporated into, and modify the Franchise Disclosure Document, the franchise agreement, and all related agreements regardless of anything to the contrary contained therein. This Addendum applies if: (a) the offer to sell a franchise is accepted in Washington; (b) the purchaser of the franchise is a resident of Washington; and/or (c) the franchised business that is the subject of the sale is to be located or operated, wholly or partly, in Washington.

1. **Conflict of Laws.** In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, chapter 19.100 RCW will prevail.
2. **Franchisee Bill of Rights.** RCW 19.100.180 may supersede provisions in the franchise agreement or related agreements concerning your relationship with the franchisor, including in the areas of termination and renewal of your franchise. There may also be court decisions that supersede the franchise agreement or related agreements concerning your relationship with the franchisor. Franchise agreement provisions, including those summarized in Item 17 of the Franchise Disclosure Document, are subject to state law.
3. **Site of Arbitration, Mediation, and/or Litigation.** 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.

4. **General Release.** A release or waiver of rights in the franchise agreement or related agreements purporting to bind the franchisee to waive compliance with any provision under the Washington Franchise Investment Protection Act or any rules or orders thereunder is void except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2). In addition, any such release or waiver executed in connection with a renewal or transfer of a franchise is likewise void except as provided for in RCW 19.100.220(2).
5. **Statute of Limitations and Waiver of Jury Trial.** Provisions contained in the franchise agreement or related agreements that unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.
6. **Transfer Fees.** Transfer fees are collectable only to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.
7. **Termination by Franchisee.** The franchisee may terminate the franchise agreement under any grounds permitted under state law.
8. **Certain Buy-Back Provisions.** Provisions in franchise agreements or related agreements that permit the franchisor to repurchase the franchisee's business for any reason during the term of the franchise agreement without the franchisee's consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.
9. **Fair and Reasonable Pricing.** Any provision in the franchise agreement or related agreements that requires the franchisee to purchase or rent any product or service for more than a fair and reasonable price is unlawful under RCW 19.100.180(2)(d).
10. **Waiver of Exemplary & Punitive Damages.** RCW 19.100.190 permits franchisees to seek treble damages under certain circumstances. Accordingly, provisions contained in the franchise agreement or elsewhere requiring franchisees to waive exemplary, punitive, or similar damages are void, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2).
11. **Franchisor's Business Judgement.** Provisions in the franchise agreement or related

agreements stating that the franchisor may exercise its discretion on the basis of its reasonable business judgment may be limited or superseded by RCW 19.100.180(1), which requires the parties to deal with each other in good faith.

12. **Indemnification.** Any provision in the franchise agreement or related agreements requiring the franchisee to indemnify, reimburse, defend, or hold harmless the franchisor or other parties is hereby modified such that the franchisee has no obligation to indemnify, reimburse, defend, or hold harmless the franchisor or any other indemnified party for losses or liabilities to the extent that they are caused by the indemnified party's negligence, willful misconduct, strict liability, or fraud.
13. **Attorneys' Fees.** If the franchise agreement or related agreements require a franchisee to reimburse the franchisor for court costs or expenses, including attorneys' fees, such provision applies only if the franchisor is the prevailing party in any judicial or arbitration proceeding.
14. **Noncompetition Covenants.** 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 provision contained in the franchise agreement or elsewhere that conflicts with these limitations is void and unenforceable in Washington.
15. **Nonsolicitation Agreements.** 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.

16. **Questionnaires and Acknowledgments.** No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.
17. **Prohibitions on Communicating with Regulators.** Any provision in the franchise agreement or related agreements that prohibits the franchisee from communicating with or complaining to regulators is inconsistent with the express instructions in the Franchise Disclosure Document and is unlawful under RCW 19.100.180(2)(h).
18. **Advisory Regarding Franchise Brokers.** Under the Washington Franchise Investment Protection Act, a “franchise broker” is defined as a person that engages in the business of the offer or sale of franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. If a franchisee is working with a franchise broker, franchisees are advised to carefully evaluate any information provided by the franchise broker about a franchise.

The undersigned parties do hereby acknowledge receipt of this Addendum.

Dated this _____ day of _____ 20_____.

Signature of Franchisor Representative

Signature of Franchisee Representative

Title of Franchisor Representative

Title of Franchisee Representative

EXHIBIT G TO THE DISCLOSURE DOCUMENT

APPLICATION FOR FRANCHISE

Date: _____

APPLICATION FOR A GRIFFIN WASTE SERVICES FRANCHISE

I/We _____

of _____
hereby submit an application to Griffin Waste Service Franchising, LLC,
402 Old Leicester Highway, Asheville, NC 28806 for a Griffin Waste Services Franchise:

Our Griffin Waste Services Franchise is to be located in:

_____ (the "City"), in the state of _____.

This application, once submitted, is subject to the following terms and conditions:

1. Franchise Fee for this franchise is \$ _____ payable in cash/check to Griffin Waste Service Franchising, LLC no sooner than seven (7) calendar days after receipt of a completed Griffin Waste Services Franchise Agreement and appropriate addendums.
2. I/we acknowledge that I/we have, at least fourteen calendar days, prior to the signing of this Application Agreement, received Griffin Waste Service Franchising, LLC's current form of Franchise Disclosure Document applicable to the State. I/we understand that a completed form of the Franchise Agreement will be provided at least seven business days prior to signing the Franchise Agreement, and that all other terms are to be in accordance with it.
3. I/we have submitted a completed Confidential Qualification Report, including a completed Individual Financial Statement on Griffin Waste Service Franchising, LLC's form and I/we hereby authorize Griffin Waste Service Franchising, LLC to conduct an investigation of my/our background(s) to verify the information submitted.
4. I/we acknowledge and understand that submission of this application does not bind or obligate Griffin Waste Service Franchising, LLC, to issue a Griffin Waste Services Franchise to me/us.

(Signature)

(Signature)

Applicant (Print Name)

Applicant (Print Name)

EXHIBIT H TO THE DISCLOSURE DOCUMENT

STATEMENT OF PROSPECTIVE FRANCHISEE

As you know, you and we are entering into a Franchise Agreement for the operation of a Griffin Waste Services Franchised business. The purpose of this Statement is to determine whether any statements or promises were made to you that we have not authorized or that may be untrue, inaccurate or misleading, and to be certain that you understand the limitations on claims that may be made by you by reason of the offer and sale of the franchise and operation of your business. Please review each of the following questions carefully and provide honest responses to each question.

DO NOT SIGN THIS STATEMENT IF THE FRANCHISE IS TO BE OPERATED IN, OR YOU ARE A RESIDENT OF, CALIFORNIA, HAWAII, ILLINOIS, INDIANA, MARYLAND, MICHIGAN, MINNESOTA, NEW YORK, NORTH DAKOTA, RHODE ISLAND, SOUTH DAKOTA, VIRGINIA, WASHINGTON, OR WISCONSIN.

Acknowledgements and Representations.

1. Did you receive a copy of our Disclosure Document (and all exhibits and attachments) at least fourteen calendar days prior to signing the Franchise Agreement?

Check one: ☐ Yes ☐ No. If no, please comment:

2. Have you studied and reviewed carefully, our Disclosure Document and Franchise Agreement?

Check one: ☐ Yes ☐ No. If no, please comment:

3. Did you understand all the information contained in both the Disclosure Document and Franchise Agreement?

Check one: ☐ Yes ☐ No. If no, please comment:

4. Was any oral, written or visual claim or representation made to you which contradicts the disclosures in the Disclosure Document?

Check one: ☐ Yes ☐ No. If yes, please state in detail the oral, written or visual claim or representation:

5. Did any employee or other person speaking on behalf of Griffin Waste Service Franchising, LLC make any oral, written, or visual claim, statement, promise or representation to you that stated, suggested, predicted or projected sales, revenues, expenses, earnings, income or profit levels at any Griffin Waste Services location or business, or the likelihood of success at your franchise business other than disclosures made in Item 19 of the Franchise Disclosure Document?

Check one ☐ Yes ☐ No. If yes, please state in detail the oral, written or visual claim or representation:

5. Did any employee or other person speaking on behalf of Griffin Waste Service Franchising, LLC make any statement or promise regarding the costs involved in operating a franchise that is contrary to, or different from, the information contained in the Disclosure Document?

Check one: ☐ Yes ☐ No. If yes, please comment:

7. Except as may be stated in Item 19 of the Disclosure Document, did any employee or other person speaking on behalf of Griffin Waste Service Franchising, LLC make any oral, written or visual claim, statement, promise or representation to you that stated, suggested, predicted or projected sales, revenues, expenses, earnings, income or profit levels at any Griffin Waste Services location or business or the likelihood of success at your franchised business?

Check one: ☐ Yes ☐ No. If yes, please state in detail the oral, written or visual claim or representation:

8. Do you understand that the franchise granted is for the right to develop a Griffin Waste Services franchised business in a certain Territory and that we and our affiliates have the right to issue franchises or operate competing businesses for or at locations, as we determine, outside your Territory?

Check one: ☐ Yes ☐ No. If no, please comment:

9. Do you understand that the Franchise Agreement and Disclosure Document contain the entire agreement between you and us concerning your Griffin Waste Services franchise rights, meaning that any prior oral or written statements not set out in the Franchise Agreement or Disclosure Document will not be binding?

Check one: () Yes () No. If no, please comment:

10. Do you understand that the success or failure of your Griffin Waste Services business will depend in large part upon your skills and experience, your business acumen, your location, the local market for your products and services, the economy, the number of employees you hire, competition and other economic and business factors?

Check one: () Yes () No. If no, please comment:

YOU UNDERSTAND THAT YOUR ANSWERS ARE IMPORTANT TO US AND THAT WE WILL RELY ON THEM. BY SIGNING THIS STATEMENT, YOU ARE REPRESENTING THAT YOU HAVE CONSIDERED EACH QUESTION CAREFULLY AND RESPONDED TRUTHFULLY TO THE ABOVE QUESTIONS. IF MORE SPACE IS NEEDED FOR ANY ANSWER, CONTINUE ON A SEPARATE SHEET AND ATTACH.

Notwithstanding the foregoing, nothing in this agreement or in any related agreement is intended to disclaim the representations made in the franchise disclosure document.

NOTE: IF THE RECIPIENT IS A CORPORATION, PARTNERSHIP, LIMITED LIABILITY COMPANY OR OTHER ENTITY, EACH OF ITS PRINCIPAL OWNERS MUST SIGN BELOW.

Signed: _____

Signed: _____

Print Name: _____

Print Name: _____

Date: _____

Date: _____

APPROVED ON BEHALF OF:
Griffin Waste Service Franchising, LLC

Signed: _____

Title: _____

Date: _____

STATE EFFECTIVE DATES

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

State	Effective Date
Maryland	
Virginia	

Other states may require registration, filing, or exemption of franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plan.

EXHIBIT I
RECEIPT
(Franchisee Copy)

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 Griffin Waste Service 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 and Rhode Island require that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

If Griffin Waste Service 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 the appropriate state agency identified on Exhibit E.

The issuance Date of this Franchise Disclosure Document is May 2, 2025

The Franchisor is Griffin Waste Service Franchising, LLC, 402 Old Leicester Highway, Asheville, NC 28806 and telephone: (828) 273-0623.

The franchise seller for this offering is: Mike Griffin, 402 Old Leicester Highway, Asheville, NC 28806 and telephone: (828) 273-0623.

I have received a Franchise Disclosure Document dated May 2, 2025 that included the following Exhibits:

- Exhibit A - Financial Statements
- Exhibit B - Franchise Agreement,
- Exhibit C - List of Current and Former Franchisees
- Exhibit D - Manual Table of Contents
- Exhibit E - List of State Administrators and Agents for Service of Process
- Exhibit F - State Law Addendum⁸
- Exhibit G - Application for Franchise
- Exhibit H - Statement of Prospective Franchisee
- Exhibit I - Receipt

DATED: _____

SIGNATURE

(Franchisee Copy)

NAME (Please print)

EXHIBIT I 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 Griffin Waste Service 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 and Rhode Island require that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

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Identified on Exhibit E to receive service of process for it in the particular state.

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- Exhibit H - Statement of Prospective Franchisee
- Exhibit I - Receipt

DATED: _____

SIGNATURE

NAME (Please print)

(Franchisor Copy)

