



The #1 NAME
in Goose Control

Franchise Disclosure Document

Version 02242024



The #1 NAME
in Goose Control

FRANCHISE DISCLOSURE DOCUMENT

GC Franchising, LLC, a New Jersey Limited Liability
Company 4 Milton Drive
Medford, New Jersey 08055
856.912.2463
www.geesechasers.com

GC Franchising, LLC ("GC Franchising") offers a license to operate a franchised Geese Chasers franchise and/or manages and/or distributes the know-how, trade secrets and Geese Chasers Program to franchisees and potential franchisees throughout the United States.

The total investment necessary to begin operation of a Geese Chasers Standard Franchise will range from \$135,830 – 142,330. This includes a \$50,500-\$51,000 that must be paid to GC Franchising.

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 fourteen (14) calendar-days before you sign a binding agreement with, or make any payment to, the franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no governmental agency has verified the information contained in this document.**

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Franchise Administration at 856.912.2463.

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

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

There may also be laws on franchising in your state. Ask your state agencies about them.
Issuance Date: April 24, 2024.

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 and 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 Appendix C or D.
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 Appendix E includes financial statements. Review these 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 Geese Chasers franchise 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 is it like to be a Geese Chasers franchise?	Item 20 or Appendix C or D list 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 Appendices and 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 investment 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 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 Appendix G.

Your state 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 state requires 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 New Jersey. 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 New Jersey than in your own state.
2. **Financial Condition.** The Franchisor's financial condition as reflected in its financial statements (see Item 21) calls into question the Franchisor's financial ability to provide services and support to you.
3. **Sales Performance Requirements.** 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.

NOTICE REQUIRED BY THE STATE OF MICHIGAN
For Use in Michigan

THE STATE OF MICHIGAN PROHIBITS CERTAIN UNFAIR PROVISIONS THAT ARE SOMETIMES IN FRANCHISE DOCUMENTS. IF ANY OF THE FOLLOWING PROVISIONS ARE IN THESE FRANCHISE DOCUMENTS, THE PROVISIONS ARE VOID AND CANNOT BE ENFORCED AGAINST YOU.

Each of the following provisions is void and unenforceable if contained in any documents relating to a franchise:

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

1. The failure of the proposed transferee to meet the franchisor's then-current reasonable qualifications or standards.
2. The fact that the proposed transferee is a competitor of the franchisor or subfranchisor.
3. The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.
4. The failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the franchise agreement existing at the time of the proposed transfer.

H. A provision that requires the franchisee to resell to the franchisor items that are not uniquely identified with the franchisor. This subdivision does not prohibit a provision that grants to a franchisor a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the franchisor the right to acquire the assets of a franchise for the market or appraised value of such assets if the franchisee has breached the lawful provisions of the franchise agreement and has failed to cure the breach in the manner provided in subdivision (c).

I. A provision which permits the franchisor to directly or indirectly convey, assign, or otherwise transfer its obligations to fulfill contractual obligations to the franchisee unless provision has been made for providing the required contractual services.

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

Any questions regarding this Notice shall be directed to the Department of Attorney General, Consumer Protection Division, G. Mennen Williams Building, 1st Floor, 525 West Ottawa Street, Lansing, Michigan, 48913, (517) 373-7117.

TABLE OF CONTENTS

Item	Page
1. The Franchisor and any Parents, Predecessors, and Affiliates	1
2. Business Experience	2
3. Litigation	3
4. Bankruptcy	3
5. Initial Fees	3
6. Other Fees	4
7. Estimated Initial Investment	7
8. Restrictions on Sources of Products and Services	8
9. Franchisee's Obligations	9
10. Financing	11
11. Franchisor's Assistance, Advertising, Computers Systems and Training	11
12. Territory	15
13. Trademarks	17
14. Patents, Copyrights and Proprietary Information	18
15. Obligation to Participate in the Actual Operation of the Franchise Business	18
16. Restrictions on What the Franchise May Sell	19
17. Renewal, Termination, Transfer, and Dispute Resolution	20
18. Public Figures	23
19. Financial Performance Representation	23
20. Outlets and Franchisee Information	25
21. Financial Statements	29
22. Contracts	29
23. Receipts	30

	<u>List of Exhibits</u>	Page
State Addenda to the Disclosure Documentation		31
Appendix A	Trademarks	46
Appendix B	Patents	47
Appendix C	Franchisees as of December 31, 2023	48
Appendix D	Franchisees Who Had a franchise Terminated, Canceled, Not Renewed or Otherwise Voluntarily or Involuntarily Ceased to do Business Under the Franchise Agreement in the Twelve-Month Period Ended December 31, 2023	50
Appendix E	Audited Consolidated Financial Statements of GC Franchising, LLC as of December 31, 2023	51
Appendix F.1.A	Standard Franchise Agreement	66
	Addendum to Standard Franchise Agreement for Use in California	
	Addendum to Standard Franchise Agreement for Use in Hawaii	
	Addendum to Standard Franchise Agreement for Use in Illinois	
	Addendum to Standard Franchise Agreement for Use in Indiana	
	Addendum to Standard Franchise Agreement for Use in Minnesota	
	Addendum to Standard Franchise Agreement for Use in North Carolina	
	Addendum to Standard Franchise Agreement for Use in North Dakota	
	Addendum to Standard Franchise Agreement for Use in Washington	
Appendix F.1.B	Owner's Guaranty of Franchisee's Obligations	110
Appendix F.1.C	Addendum to the GC Franchising, LLC Standard Franchise Agreement (Renewal Franchise)	112
Appendix F.1.D	Addendum to the GC Franchising, LLC Standard Franchise Agreement (Transfer Franchise)	114
Appendix F.1.E	Addendum to the GC Franchising, LLC Standard Franchise Agreement for Additional Franchise (Expansion Franchise)	115
Appendix F.1.F	Addendum to the GC Franchising, LLC Standard Franchise Agreement (Veteran's Discount)	117
Appendix F.2	Franchisee Web Page Participation Agreement	118
Appendix F.3	Acknowledgement Regarding Territory	124
Appendix F.4.A	Expansion Release	125

Appendix F.4.B	Renewal Release	126
Appendix F.4.C	Consent to Transfer Agreement	127
Appendix G	List of State Administrators	131
Appendix H	List of Agents for Service of Process	133
Appendix I	Claims Representation Form	134
Appendix J	List of Effective Dates	135
 Receipts		 136

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

The franchisor is GC Franchising, LLC, a New Jersey limited liability company whose principal business address is 4 Milton Drive, Medford, New Jersey 08055. The franchisor will be referred to as "GC Franchising, LLC", "we", "us" or "our" and we will refer to the person who buys the franchise as "you" throughout this disclosure document. "We", as used herein, may also refer to both GC Franchising, LLC and Geese Chasers, LLC. If a corporation or limited liability company purchases the franchise, "you" includes the principal owner of the corporation or limited liability company. We intend to do business related to this offering under the names "Geese Chasers" and "GC Franchising, LLC".

We conduct business as *Geese Chasers*. We do not do business under any other name.

There are no predecessor entity of GC Franchising in the last 10 years.

We accept service of process in New Jersey at the address set forth above and to our agents set forth in Appendix H on page 125 of this document.

We are a New Jersey Limited Liability Company that was organized in February 2013 and have offered franchises since 2013.

We have no parents or affiliates that offer franchises in any line of business or provide products or services to our franchisees. We have not conducted business in any other line of business or offered franchises in these other lines. Geese Chasers, LLC maintains its own business (non-franchised) servicing clients since May 2002 providing geese clearing services.

We sell franchises for the right to establish and operate Geese Chasers business operations.

We review potential Geese Chasers franchisees for Geese Chasers, LLC, distribute and approve those franchises where applicable and provide management to same. Geese Chasers runs business operations in the State of New Jersey and franchises out other locations. We do not operate any other types of businesses.

If approved, you will operate a geese clearing business in your territory. You must comply with our system of providing geese clearing services, and conduct business using the business marks uniquely identifying your business as a Geese Chasers operation. We may franchise and grant you the right to establish and operate one Geese Chasers franchise business within a defined Market Area ("Territory", as will be set forth in Item 12) consistent with the terms of our Standard Franchise Agreement ("Standard Franchise Agreement").

The market for geese clearing services is, as of the date of this document, not yet fully developed and, therefore, not highly competitive. However, this situation may change, and the market may have become more competitive at the time you read this document.

Target customers include facilities with large areas of turf and water bodies, including athletic facilities of private operators, schools and governments, country club and golf facilities, park and recreation facilities, government properties, and business properties such as office and industrial campuses. However, if you see a different opportunity for Geese Chasers, we would be glad to consider any opportunity for extending our footprint.

You will be competing with other geese clearing businesses offering similar services. Competitors include, but are not limited to, independent operators, other franchises, and chains.

We have not done any research with respect to, and, therefore, are not aware of any laws, regulations

or local codes within your jurisdiction, specific to geese clearing services and activities, nor have we done any research with respect to regulations and laws regarding unemployment, workers compensation, business licensure and so on within your jurisdiction. You should, and we recommend that you, conduct an independent evaluation to determine if any such specific laws, regulations or local codes apply. We do wish to advise you that general laws, regulations and local codes concerning business activities will apply to your activities and that competence with such is solely your obligation and responsibility.

The Geese Chasers Program.

Geese Chasers, LLC, through extensive experience in the geese clearing business, has developed and perfected certain methods, procedures, trade secrets and techniques of operating a geese clearing business. Geese Chasers, LLC has developed a distinctive system (again, called the "Geese Chasers Program") for conducting operations in the geese clearing business which consists, in part, of the use of the Geese Chasers name, marks, methods, procedures, trade secrets and techniques, together with a network of geese clearing specialists devoted exclusively to the geese clearing business. For Canada Goose control, Geese Chasers provides an environmentally safe, humane, and effective way to reduce the nuisance of Canada Geese on customer's property, both on the land and in the water. This is necessary as the geese ruin lawns and picnic areas, foul ponds, make navigating sidewalks and parking lots difficult to walk through.

The market for the Geese Chaser's Program and Products and Services is airports, golf clubs, corporate, commercial and residential properties, stadiums, municipalities, parks, schools, universities, campuses, athletic complexes and other customers. We are only one source of these services and products in this market.

There are no regulations specific to the industry in which we do business. We do not undertake to provide you with a comprehensive list of general laws applicable to your business, but some examples that will apply to your business are local, state and federal laws on business and vehicle licensing and registration, operator licensing, zoning restrictions as well as parking, other transportation and pollution laws. Additionally, federal and/or state driver's license and motor carrier regulations will apply to you. You need to research the specific application of these requirements in your state.

ITEM 2 BUSINESS EXPERIENCE

PRINCIPAL OFFICERS REQUIRED TO BE DISCLOSED IN THIS DISCLOSURE DOCUMENT:

Robert W. Young ("Bob"), President and Chief Executive Officer:

Bob currently serves full-time as the CEO and President of Geese Chasers, LLC and has held that position since April 2004.

In addition to his duties with Geese Chasers LLC, Bob served as the capacity as the Chair, Program Director, and Associate Professor at Chapman University Graduate Physician Assistant Program, Irvine, California from May 2014 to December 2018. Bob currently serves as the Chair, Program Director and Associate Professor at the University of Sciences Graduate Physician Assistant Program which he started in January 2019.

Deborah Nelson Young, Vice President and Chief Operating Officer:

Deborah serves as the COO of Geese Chasers, LLC, as well as managing all aspects of sales and operations for Geese Chasers, LLC for more than the last five (5) years. Deborah has served as COO of Geese

Chasers LLC since April 2004.

INDIVIDUALS WITH MANAGEMENT RESPONSIBILITY RELATING TO THE SALE AND OPERATION OF FRANCHISES OFFERED BY THIS DISCLOSURE DOCUMENT:

Both Robert W. Young and Deborah Nelson Young have management responsibility with respect to the sale of franchises as offered by this document.

**ITEM 3
LITIGATION**

PENDING LITIGATION

No Litigation is required to be disclosed in this Item.

CONCLUDED LITIGATION

During the ten (10) year period, immediately preceding the date of this disclosure document GC Franchising, LLC, Geese Chasers, LLC and where indicated, persons identified in Item II have been the subject of the following concluded civil actions:

The following actions were brought by Franchisees:

None.

Other actions.

My Face on Web v. Geese Chasers LLC – This action was instituted on June 16, 2016 in the United States District Court for the Eastern District of Pennsylvania under docket number 2:16-cv-03016. The plaintiff alleged that Geese Chasers LLC infringed upon copyrights held by it. Specifically, Geese Chasers LLC's website which was designed by a third party was alleged to utilize a product from a company allegedly infringing on the copyright. The matter transferred to the District Court for the District of New Jersey under docket number 17-cv-00982-AMD. The case was settled solely for monetary consideration and was dismissed by stipulation of the parties.

**ITEM 4
BANKRUPTCY**

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

**ITEM 5
INITIAL FEES**

INITIAL FEES

The initial fees for the Standard Franchise include an initial license fee of \$50,000.00. The following table sets forth all fees due to Franchisor or its affiliates in order to purchase an initial Standard Franchise:

Initial License Fee	\$50,000
Certification Training	\$500 - \$1000
Total	\$50,500 - \$51,000

Except as otherwise described, the initial fees are uniform if you are purchasing a Standard Franchise.

Initial License Fee and Certification Training. The initial license fee of \$50,000 includes your initial training, which we estimate to have a cost of \$500 per day for 10 days (\$5,000) (See Item 11), our general business support and assistance, and the right to use Geese Chaser's trademarks and system. The initial franchise license fee is due in a lump sum at the time of the signing of the agreement. There are no refunds of the franchise license fee; however, in the event that any potential franchisee fails training and no longer desires to, or is no longer permitted to, pursue the operation of the franchise, such purported franchisee shall receive a refund in the amount of ten percent (10%) of the franchise fee. There are no other circumstances under which the initial fee will be refunded. The initial certification training fee is not refundable. Under the following circumstances the initial license fee and what is included in the initial license fee will vary:

(a) **Expansion Franchise.** If you are purchasing an Expansion Franchise, which includes the purchase of assets by an existing Standard Franchisee from an existing franchisee to add an additional Standard Franchise, your initial license fee will be \$15,000 and you will receive initial training for your employee and/or the dog handler.

(b) **Transfer Franchise.** If you are purchasing a Transfer Franchise, other than as an Expansion Franchise, you will pay a transfer fee of \$5,000, unless a different transfer fee is specified in the selling franchisee's Franchise Agreement. You will receive training.

(c) **Veteran's Franchise.** If you are a veteran of the United States Military Service who has been honorably discharged and you are purchasing your initial Standard Franchise, you will receive a 25% discount on your Initial License Fee. Your Initial License Fee will be \$37,500.

ITEM 6 OTHER FEES

OTHER FEES

Except as otherwise described below, the fees in this item apply to all Standard Franchises. None of the fees set forth below are refundable.

Type of Fee	Amount	Due Date	Remarks
Royalty ¹	8-10.00% of the Gross Revenue from operations	Payable monthly upon your receipt of an invoice from us, no later than the 10 TH day of the month following the close	Payable to and imposed by GC Franchising LLC

		of each calendar month.	
Transfer Fee ²	\$5,000.00	Upon sale or transfer of franchise.	Payable to and imposed by GC Franchising LLC
Renewal Fee	\$25,000.00	At least 90 days prior to renewal	Payable to and imposed by GC Franchising LLC
Advertising Fee	Not to exceed 2% of Gross Revenue	Payable monthly upon your receipt of invoice from us, no later than the 10 th day of the month following the close of each calendar month	Not currently charged, but may be imposed by GC Franchising LLC and paid to GC Franchising LLC
Certification Training	\$500 - \$1,000	Prior to training	Payable to and imposed by GC Franchising LLC
Late charges	Interest at the then applicable Prime Interest Rate	Upon failing to make timely payment.	Payable to and imposed by GC Franchising LLC
Charges for insufficient funds or dishonor of payment for payment to GC Franchising, LLC	Up to \$25.00, which may increase during the term of your Franchise Agreement.	Upon dishonor of payment by check, ACH or similar instrument.	Payable to and imposed by GC Franchising LLC
Audit	Cost of audit plus 10% interest on underpayment, from the date of underpayment.	Payable 15 days after receipt of report if audit shows breach and resulted from your failure to provide information on time.	Payable to and imposed by GC Franchising LLC
Manual Check Processing Fee ⁴	\$50.00 per month if you fail to pay GC Franchising, LLC electronically.	Monthly	Payable to and imposed by GC Franchising LLC
Additional Training ⁵	Free initially, then	At time of training.	Payable to and

	\$125/hour		imposed by GC Franchising LLC
--	------------	--	-------------------------------

NOTES

¹ **Monthly Royalty.** This is a nonrefundable fee payable to us. You must pay us a Royalty fee in accordance with the chart below. Such Royalty fee is due on the 10th day of each month.

Annual Gross Revenue	Monthly Royalty Percentage
\$0 - \$499,000	10%
\$500,000 - \$999,999	9%
\$1,000,000 +	8%

The royalty percentage is calculated on Gross Revenue from the prior calendar year due to your Geese Chasers franchise for services performed/products sold ("Royalty"). "Gross Revenue" means cash, credit card, debit-card and wire transfer receipts or amounts then due from any client or customer of Franchisee less any refunds to any client or customer; provided that refunds applicable to Gross Revenue shall be credited against the Gross Revenue in the month in which the refund is applicable. We must receive your payments on or before the tenth (10th) day of the month following the close of each calendar month based upon collected gross revenue for the preceding calendar month. A reduction in your Franchise royalty percentage will occur in the calendar year following your Franchise attaining the annual Gross Revenue set forth in the chart above. If Annual Gross Revenue declines below the range set forth above, your Monthly Royalty Percentage will increase to the Monthly Royalty Percentage that corresponds to the prior year Annual Gross Revenue.

² **Transfer Fee.** Paid by buyer in the amount of the transfer fee in effect when you transfer the assets of your franchise with our approval. The current transfer fee does not include initial training for the transferee, which we estimate to have a cost of \$500 per day for 10 days (\$5,000). There is no charge if you transfer the assets and franchise to a corporation or limited liability company, which you own. We may change the transfer fee from time to time.

³ **Insurance and Other Coverage.** You must submit written evidence that you have obtained the insurance and other coverage required by the Franchise Agreement from any insurance carrier of your choice, provided that it is acceptable to us. We will not unreasonably withhold acceptance of a carrier, but at a minimum, it must be rated "A" or better by Best's Insurance Reports. If your insurance carrier cancels or fails to renew any of your insurance policies (other than commercial business auto liability insurance), we must be notified and we can obtain the insurance for you (but we are not obligated to do so) and invoice you for the actual cost of the insurance. You must pay this invoice within 5 business days. Your insurance on your inventory must also contain a loss payable clause naming Geese Chasers, LLC and GC Franchising, LLC as loss payee(s) as their interests may appear.

⁴ **GC Franchising, LLC Manual Processing Fee.** We may require that you submit payments to us electronically by way of ACH (through the electronic interface on your point of sale system). If you fail to do this, we will charge you this fee. This fee is subject to change by us during the term of your Franchise Agreement.

⁵ **Additional Training** You will not incur a training fee at the time you purchase your initial Standard Franchise. If you purchase an additional franchise under the Expansion Program, or require additional

training, the following will apply: (i) no training fee for your initial employee under an additional franchise during any calendar year and (ii) a fee of \$125.00 per hour for training each additional employee applicable to such additional franchise during such calendar year. This is the fee that is currently in effect, but we reserve the right to change the fee during the term of your Franchise Agreement. See Item 11 for a further description of the training fee and the training program.

ITEM 7
ESTIMATED INITIAL INVESTMENT

Type of Expenditure	Estimated Total Initial Investment Range	Method of Payment	When Due	To Whom Payment is to be Made
Initial Franchise Fee ¹	\$50,000	Lump sum	Upon signing	GC Franchising, LLC
Vehicle, Kayak, Roof rack ²	\$20,000, \$500, \$80	Periodic	Upon purchase of items	Supplier
Border Collie Dog ³	\$5,000-\$11,000	Lump sum	When purchased	Supplier
Remote Control Boat ⁴	\$100	Lump sum	When purchased	Supplier
Certification Training ⁵	\$500 - \$1,000	Lump Sum	Prior to Training	GC Franchising, LLC
Supplies ⁶	\$3,000	Lump Sum	Prior to Training	Supplier
Direct Mail Advertising ⁷	\$500	Lump Sum	When Ordered	Supplier
Signage ⁸	\$2,000	Lump Sum	When Ordered	Supplier
Additional Funds – Initial Period 3 to 6 months ⁹	\$50,000	Lump Sum	When Purchased	Various
Insurance ¹⁰	\$4,000	Periodic	Per Premium Schedule	Provider
Accountant ¹¹	\$150	Periodic	when invoiced	Supplier
Estimated Initial Investment ¹² – Total	\$135,830 – 142,330			

NOTES

- Note 1 See description of the initial Franchise Fee. Franchisor does not provide financing of any of the Initial investment
- Note 2 Estimated based on cost of new compact vehicle, average cost kayak and average cost roof rack.
- Note 3 The figure on this chart reflects the estimated cost to purchase one (1) Border Collie Dog. Franchisee may purchase a trained Border Collie Dog from a breeder/trainer or from the Border Collie Rescue subject to GC Franchising, LLC's prior written approval. In such cases the cost will vary. The range set forth above is a reasonable estimate of the costs based on the foregoing.

- Note 4 Remote Control Boat is required to launch a new Geese Chasers franchise.
- Note 5 Training: In addition to the cost of training shown above you are also responsible for the cost of transportation, food and living expenses during the training. Therefore, it is important to plan for this cost. This figure can vary depending upon the number of people you bring, the distance of travel, as well as hotel rates, food costs, etc. Franchisor will recommend a local motel. The cost is \$500 per employee.
- Note 6 Operating Supplies: Includes business cards, brochures and all printed operating invoices, forms, office supplies, laptop, desktop, printer, etc. You may already have some of these items. As such, your cost may vary.
- Note 7 Direct Mail advertising is for a 3 to 5 week program. Cost is paid to advertising media when mailing is done. Recommended Print Ready mailing layouts will be provided by Franchisor.
- Note 8 Geese Chasers Vehicle signage cost is based on new signs.
- Note 9 Additional Funds Initial Period - Working Capital includes other operating costs for a 3 to 6 month period not set forth elsewhere in this table. This includes the estimated operating costs for a 3 to 6 month period. It is based upon the experience of Geese Chasers and is a reasonable estimated cost for marketing expenses, trade shows, vehicle maintenance and gasoline, dog care and food that would be incurred during the first 3 to 6 months of operations.
- Note 10 Insurance. You are required to have insurance that includes, but is not limited to Workman's Compensation, Commercial General Liability with minimum coverage of One Million Dollars (\$1,000,000) per occurrence, Garage Keepers, Equipment Damage, and other insurances as may be based upon requirements of business premises lease, equipment leases, and any loan agreement. Please note that insurance related expenses will increase as business expands. You must name Geese Chasers LLC and GC Franchising, LLC as a named insured.
- Note 11 Accountant. This is an optional cost depending upon your capabilities. It is your obligation, and you must, maintain accurate business records, reports, accounts, books and data relating to the operation of the business in order to adequately calculate taxes and Royalty fee.
- Note 12 There are no refunds of the initial franchise fee; however, in the *event* that any potential franchisee fails training and no longer desires to, or is no longer permitted to, pursue the operation of the franchise, such purported franchisee shall receive a refund in the amount of ten percent (10%) of the initial franchise fee.

ITEM 8 RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

You are required to purchase a vehicle, kayak, roof rack, remote control boat, and a border collie as a Franchisee. With the exception of a vehicle, we approve the suppliers of these products.

GC Franchising and its affiliates are not approved suppliers and no officers of GC Franchising own an interest in any suppliers.

We do not approve alternate suppliers for services or goods that are required to be purchased from our approved suppliers. As such, we do not have a fee to evaluate proposed alternative suppliers. We do not make our criteria for approving suppliers or alternate suppliers available to you. We notify franchisees of new approved suppliers directly through published brochures or electronic means.

For multiple items, such as promotional items, website material, dogs, vehicle wrap, business cards, brochures, trade show display we approve specific suppliers, and you are required to use those suppliers if you elect to purchase those items.

We do not issue specifications and standards to franchisees, subfranchisees or approved suppliers.

Neither GC Franchising, LLC nor Geese Chasers LLC receive any payments or rebates from our approved suppliers.

We do not derive revenue from your purchases of supplies or services, or leases.

We estimate that purchases from approved vendors/designated providers comprise 10% to 15% of the cost of establishing your business and will be between 5-10% of your costs in continuing to operate your business annually after establishing your business.

You must purchase your promotional items bearing GC Franchising, LLC trademarks (such as T shirts, hats, mugs, pens and the like) as well as the clothing you wear when making sales calls, directly from us or suppliers which we approve. We make these promotional items available for purchase by the general public and by GC Franchising, LLC franchisees.

In the fiscal year ending December 31, 2022, Geese Chasers, LLC, outside of their own franchise as set forth above, received no revenue as a result of franchisees, including payments from third party suppliers of promotional items and licensed Services and/or Products. These figures are derived from our financial statements, work papers and other documentation.

We are unaware of the existence of any purchasing or distribution cooperatives.

We have negotiated price terms with certain of the approved suppliers for the benefit of franchisees.

You are required to report all purchases and sales of Approved items/services to us; however, we do not provide material benefits to a franchisee for a franchisee's purchase of particular products or services or use of designated or approved 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.

STANDARD FRANCHISE

Obligation	Section in Agreement	Disclosure Document item
a. Site selection and acquisition/lease	None	
b. Pre-opening expenditures	Sections 4, 8 of Standard Franchise Agreement Standard Franchise Agreement, generally	Items 5, 6, 7, 8, 10 and 11
c. Site development and other pre-opening requirements	Sections 7, 8.K, of Standard Franchise Agreement Standard Franchise Agreement, generally	Items 5, 6, 7 and 8
d. Initial and ongoing training	Section 3.A(7), 4.A, 7.B, 8.C, 16 of Standard Franchise Agreement Standard Franchise Agreement, generally Addendum to GC Franchising, LLC Standard Franchise Agreement (Renewal Franchise) Addendum to GC Franchising, LLC Standard Franchise Agreement Addendum to GC Franchising, LLC Standard Franchise for Additional Franchise (Expansion Franchise)	Item 7 and 11

e. Opening	Sections 7.B, 18.B(8) Standard Franchise Agreement, generally	Items 7, 8, 11 and 17
f. Fees	Sections 3, 4, 6, 7, 8, 10, 14, 15, 16, 18, of Standard Franchise Agreement Standard Franchise Agreement, generally Addendum to the GC Franchising, LLC Standard Franchise Agreement (Renewal Franchise) Addendum to the GC Franchising, LLC Standard Franchise Agreement (Transfer Franchise) Addendum to the GC Franchising, LLC Standard Franchise Agreement (Expansion Franchise) Addendum to the GC Franchising, LLC Standard Franchise Agreement (Veterans Discount)	Items 5, 6, 7, 10, 11 and 17
g. Compliance with standards and policies/operating manual	Sections 1, 3, 5, 6, 8, 10 and 12 of Standard Franchise Agreement Standard Franchise Agreement, generally	Items 1, 8, 10, 11, 12, 15 and 16
h. Trademarks and proprietary information	Sections 6, 11 and 13 of Standard Franchise Agreement Standard Franchise Agreement, generally	Items 11, 13, 14, 15 and 17
i. Restrictions Products/ services offered	Sections 1 and 8 of Standard Franchise Agreement Standard Franchise Agreement, generally	Items 8 and 16
j. Warranty and customer service requirements	Sections 1 and 8 of Standard Franchise Agreement Standard Franchise Agreement, generally	Items 12, 15 and 16
k. Territorial development and sales quota	Sections 1, 8 Standard Franchise Agreement, generally	Items 12, 16 and 17
l. Ongoing product/service purchases	Standard Franchise Agreement, generally	Items 5, 6, 7, 8, 10, 11, 15 and 16
m. Maintenance, appearance, and remodeling requirements	Sections 3, 6 and 8 of Standard Franchise Agreement Standard Franchise Agreement, generally	Items 10, 11 and 17
n. Insurance	Section 15 of Standard Franchise Agreement	Items 6, 7, 8, 10 and 11
o. Advertising	Sections 9 and 11 of Standard Franchise Agreement	Items 6, 8, 11 and 13
p. Indemnification	Section 22 of Standard Franchise Agreement	Item 6
q. Owner's participation / management / staffing	Section 8 of Standard Franchise Agreement Standard Franchise Agreement, generally	Item 15
r. Records and reports	Section 10 of Standard Franchise Agreement Standard Franchise Agreement, generally	Items 8 and 11
s. Inspections and audits	Sections 3, 8.B and 10.D of Standard Franchise Agreement	Items 5 and 6
t. Transfer	Section 16 of Standard Franchise Agreement Addendum to GC Franchising, LLC Standard Franchise Agreement (Transfer Franchise)	Item 17
u. Renewal	Section 3 of Standard Franchise Agreement Addendum to GC Franchising, LLC Standard Franchise Agreement (Renewal Franchise)	Item 17
v. Post termination obligations	Sections 19 and 20 of Standard Franchise Agreement	Items 9 and 17

w. Non-competition covenants	Sections 1, 8 and 20 of Standard Franchise Agreement	Items 12 and 17
x. Dispute resolution	Section 23 of Standard Franchise Agreement	Items 9 and 17
y. Other: Computer Software	Section 8.K, 10.0 of Standard Franchise Agreement	Items 5, 6, 7, 8 and 11
z. Other: Territory	Section 1 of the Standard Franchise Agreement	Items 1, 12 and 16

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

Except as listed below, the Franchisor is not required to provide you with any assistance.

Standard Franchise:

Initial Inventory, Services and/or Products. We will make available a recommendation for necessary initial inventory of Services and/or Products, which you may purchase from anyone, from our recommended suppliers that we, historically, have had success with, or us at our suggested retail price, less any discounts in effect when we receive your orders. We can change the Services and/or Products, suggested retail prices, and available franchisee discounts without notice (Standard Franchise Agreement, §7.A.).

Site Approval. We do not approve sites or office locations for your business. Most Franchisees operate out of a home office.

Standard Franchise Operations Manual. We will provide you on loan for the term of your Standard Franchise Agreement access to a Standard Franchise Operations Manual, which may include sections on policies and procedures. The Standard Franchise Operations Manual may be provided in paper or electronic format or combination thereof and will be provided to you for the duration of your Standard Franchise Agreement. You will be required to return all copies of the Standard Franchise Operations Manual in your possession when you cease operation as a franchisee (Standard Franchise Agreement, §5). This Manual may change from time-to-time.

Training. We will conduct an initial training program for you or in the case of an Expansion Franchise, your employee. As set forth herein, we will provide you with a one (1) week Handler Training Program conducted at Geese Chaser franchisor location in New Jersey, and one (1) week at Your location for which you will be responsible for reimbursement of travel, meals and lodging related expenses. We will admit one additional person to the initial training program tuition-free so long as such person attends the training program with you, space permitting. We will admit additional persons to our Handler Training Program at tuition rate of \$125.00 per hour. Training will also be offered on an on-going basis at the tuition rate of \$125.00 per hour, with reimbursement of expenses if we are required to travel.

Time between Signing the Franchise Agreement and Opening of Your Franchise. Typically, the length of time between signing the Franchise Agreement and the beginning of operations ranges from one (1) to three (3) months. You agree to this time period separately with us. Factors affecting the length of this period include obtaining financing, obtaining equipment, and the initial inventory of Services and/or Products, and completing our training program.

Obligations to be met by us During the Operation of Your Franchise. We will provide the following services after you begin to operate under your franchise:

Approved Items/Services. You can request permission to sell items other than Services and/or Products by notice to us sufficiently in advance of offering them for sale. Our consent is required to sell these items and we will not unreasonably withhold our consent and may revoke such consent (Standard Franchise Agreement, §8.E).

General Assistance. We will provide continuing consultation and advice, as requested, regarding technical, operational and advertising matters which directly relate to your geese clearing service. As we deem appropriate, we will provide you with reasonable access to our knowledge and expertise in the Geese Chasers Program, together with business forms, information on bookkeeping and operational methods, inventory control methods, Services and/or Product knowledge, and sales and marketing advice. This assistance may be in the form of our representative riding with you as you call upon customers, the distribution of printed and filmed material, meetings, telephone, internet and other electronic communications (Standard Franchise Agreement, §7.B.).

Advertising. Franchisor has no obligation to conduct advertising; however, we do conduct advertising of Geese Chasers and GC Franchising, LLC Services and/or Products in trade magazines and other print media which are national in scope. This advertising is created both in-house and through national advertising agencies. We may also conduct certain other specialized or regional advertising promotions during the term of your Franchise Agreement, and we may make arrangements for certain promotions where we will supply coupons or other discount certificates to customers in the Territory. You must accept these coupons or certificates in accordance with the terms of the promotion (as we announce). We are not required to advertise in the area in which your Territory is located.

We do not currently have an advertising fee. We shall assist in preparing all advertisements, public relations and promotional materials and recommending budgets and media vehicles. Placement and payment of all advertising shall be your responsibility. Such advertisements in media shall be designed to reach customers within the Protected Territory. Advertising is not required but is recommended to build the business. We will also recommend trade shows and other business demonstration events for your attendance for marketing purposes, and you should research trade shows in your territory for the same purposes. At your request, we will attend trade shows and business demonstration events at a per diem rate of \$1,000.00 per person (subject to change at any time, based on demand), and You will be responsible for reimbursement of our traveling, meals and lodging expenses.

All advertising and promotional materials you use must comply with advertising guidelines which we publish. You are permitted to use your own advertising materials; however, you must submit any advertising or promotional materials not purchased from us, our affiliates or approved suppliers to us at least sixty (60) days before use for our approval. If we fail to respond within sixty (60) days the advertising is deemed approved.

While not required, it is strongly recommended that you use sales materials in your Geese Chasers business. Sales materials are jackets, t-shirts, hats, coffee mugs and similar items bearing the GC Franchising, LLC trademark ("Promo items"), which you use to help you sell Services and/or Products and are not intended for separate resale. Promo items are purchased from GC Franchising, LLC licensed suppliers or GC Franchising, LLC and are not returnable either to the licensed suppliers or GC Franchising, LLC. It is up to you to determine whether and how much Promo items you purchase. Since you alone bear the financial risk for Promo items, it is important that you make purchases carefully.

There is no advertising council of franchisees and we currently have no plan to form one. You are not required to participate in any advertising cooperative or any other advertising fund.

Franchisees are not required to participate in a local or regional advertising cooperative. Franchisees are not currently required to participate in any advertising fund.

Point of Sale or Computer System. We do not require you to purchase or use electronic cash registers, a point of sale system or computer systems

We do require each franchisee to use QuickBooks Online in order to have uniform accounting used by all franchisees. We require access to Franchisee's financial information generated in QuickBooks Online. This access is used, only if necessary, to verify information that is provided to us from the Franchisee. The current price for QuickBooks Online is between \$25 and \$150 per month and all updates are provided by QuickBooks. We do not provide any ongoing maintenance, repairs, upgrades, or updates and there is no annual cost for maintenance, updating, upgrading or support beyond the monthly subscription costs. You are required to allow access to QuickBooks upon our reasonable request.

Training Manual. Upon your request, we will provide a copy of our operating manual for your review before purchasing the franchise.

Franchisee Web Page. We currently have a web site www.geesechasers.com, which we require our franchisees use for mandatory Franchise Web Pages. This is currently made available to the franchisees at no cost to the franchisee; however, we may in the future impose a greater charge for this service and may terminate this support at any time. As long as we offer this support, you are required to participate and sign the Franchisee Web Page Participation Agreement attached as Appendix 1.9. Under this Agreement, we may at any time substitute the web site with a different site or cease providing the support for this program.

Training. We will provide our Training program, as stated above in the pre-opening obligations, which you must attend and complete. Such training will consist of two (2) weeks total apportioned as one (1) week in our home territory in NJ and one (1) week in your designated territory. The training at your location will commence upon the signing of your first client contract. This training program includes training in the operation and management of the business, including product knowledge, record keeping procedures, personnel management, merchandising, purchasing, advertising, retailing, customer relations, display, design, sanitation, quality control, geese clearing services, and accounting process and controls. You must pay all expenses incurred during Handler Trainer training including travel, lodging and dining expenses and your employees' salaries. We will provide you with any required training materials at no additional charge. The training program includes instruction as outlined in the following chart. We may offer additional training programs and/or refresher courses, however, you are not required to attend such training. The cost for the additional training will be \$125 per hour and does not include costs for your travel, food and living expenses. Additional Handlers can be trained by your Handler Trainer and must be certified after completing a half day certification class at a cost of Five Hundred Dollars and No Cents (\$500.00) per handler.

Email Address. We also provide to every franchisee an email address under the Geesechaser.com domain. The address format for the email address will be similar to name@geesechasers(location).com, Franchisees should check their mail system regularly as important Company communications and notifications are distributed via email. You must have a reliable internet service to support this communication.

GC Franchising, LLC's Training Programs. Before you begin the operation of your franchise, we provide you with New Franchisee Training. All Standard Franchisees and employees of a Standard Franchisee who will operate an Expansion Franchise must satisfactorily complete New Franchisee Training. New Franchisee Training is not provided to you if you are purchasing a Renewal Franchise.

We provide the following New Franchisee Training. The amounts of time allocated to each training component on the chart below are an estimate of the maximum amount of time devoted to each component. Your actual training may take less time.

TRAINING PROGRAM			
SUBJECT	HOURS OF CLASSROOM TRAINING	HOURS OF ON-THE-JOB TRAINING	LOCATION
Clearing Knowledge and Field Operations	4 hrs	8 hrs	NJ Main Office and On-Site at Franchisee Client
Sales Techniques	8 hrs	8 hrs	NJ Main Office
Administrative Procedures	4 hrs	0 hrs	NJ Main Office
Advertising/ Promotions	4 hrs	8 hrs	NJ Main Office
Quality Control	8 hrs	4 hrs	Franchisee Site
Customer Satisfaction	1 hrs	1 hrs	Franchisee Site
Purchasing	2 hrs	4 hrs	Franchisee Site
Supplier Relations	2 hrs	4 hrs	New Jersey Main Office
Maintaining Equipment	2 hrs	2 hrs	Franchisee Site
Hiring Procedures	2 hrs	0 hrs	NJ Main Office
Employee Motivation	2 hrs	0 hrs	NJ Main Office
Question and Answer	1 hrs	1 hrs	NJ Main Office
Graduation	0 hrs	0 hrs	NJ Main Office
TOTAL	40 hrs	40 hrs	

Our training school is currently located in New Jersey, but GC Franchising, LLC reserves the right to relocate it at any time. One week of training is provided at our training school for all new standard franchises. Training is also provided for one week on-site with the Franchisee at the Franchisee's site. Initial training is provided as needed with new franchisees.

The Geese Chasers operations manual is used as the instruction materials for the training.

Training will be provided by individuals who have at least ten (10) years of experience in the subject area. Currently, classroom training is provided by Robert W. Young, Deborah Nelson Young, and Reid Hardingham. Robert W. Young has 35 years' experience in sales, marketing and growing businesses and 21 years' experience operating and growing Geese Chasers LLC, Deborah Nelson Young has 35 years' experience in sales and marketing and 16 years' experience as chief operating officer of Geese Chasers LLC. Reid Hardingham has 35 years' experience in sales marketing and business management. Reid began working at Geese Chasers on September 27, 2020.

Hands on Training of the handlers and sales/marketing training are led by Kyle Young and Reid Hardingham. Kyle Young has 10 years' experience in training dogs and dog handling. Reid Hardingham has 35 years' experience in sales marketing and business management.

As above, we conduct classroom training following the execution of a Standard Franchise

Agreement and before you begin operations. Generally this is within one to three months of signing your agreement. Such training will occur at GC Franchising, LLC headquarters in Medford, NJ. We conduct the Field initial training at the time you begin operations. Such initial field training will also occur in Medford, NJ. We plan to be flexible in scheduling training to accommodate both you and our personnel. You will be responsible for travel, lodging and any incidental expenses you incur, such as the cost of getting to the airport from which you depart. We reserve the right under the Standard Franchise Agreement to modify the cost of New Franchisee Training and ongoing training, including the expenses you are required to pay to attend such training.

If you participate in the Expansion Program, it is your sole responsibility to replace any employee who leaves your employment for any reason. We do require that an employee who will operate under an Expansion Franchise attend Classroom initial training before servicing customers. We currently charge a separate training fee of \$125.00 per hour for each additional employee (after the first) during a calendar year to attend classroom training for an Expansion.

Once you begin operation of your franchise as a Standard Franchisee, it is important that you participate in ongoing training, if offered. Sales techniques, Services and Product information and other aspects of the Geese Chasers Program will be discussed at these meetings. There currently is no fee for these anticipated meetings, but you must pay all of your own expenses to attend these meetings.

You may be required to attend periodic refresher or advanced training courses and programs we provide. For example, we may require attendance at refresher training courses if you fail to satisfy our minimum standards in any Evaluation Contact (EC). An EC is a personal review and evaluation session conducted by a qualified GC Franchising, LLC employee or representative as we deem appropriate. The EC evaluates your adherence to and compliance with the Geese Chasers Program. Additional training programs will be at times and places which we designate. The duration and content of these programs will vary depending upon the type of additional training. You will pay all of your expenses in attending such programs and we may charge a fee for this training.

We reserve the right to make changes in the training program without notice to you.

ITEM 12 TERRITORY

We grant you the right, subject to the terms provided below, to use the Geese Chasers Program to sell services to customers located in your Territory.

The Territory is based on the location of a franchisees home office location determined by the prospective franchisee and then a territory is mapped out by the corporate office. Generally, the territory is composed of counties surrounding the home office location of the Franchisee. We work with the Franchisee to determine the county by county territory and is agreed upon by us and the franchisee. Generally, our practice is to have a minimum territory that is a 30 mile radius from the Franchisee's home office and includes the counties located within that radius; however, the territory is limited to the borders of the State in which the home office is located.

The Territory consists of a series of business or others at which you have determined that there are, or should be, potential customers for the Geese Chaser Services and/or Products. The number of potential customers in a Territory will vary to some extent from franchisee to franchisee as determined by us. Potential "Core Customers" include airports, golf clubs, corporate, commercial and residential properties, stadiums, municipalities, parks, schools, universities, campuses, athletic complexes and other customers.

You may relocate your franchise only with our prior written approval, which we may grant in our sole business judgment. Any approval of a relocation is subject to route availability and requires that you are in full compliance with all agreements you have with GC Franchising, LLC and our affiliates. If you relocate your franchise and you are operating under the Standard Franchise Agreement, you may be required to enter into our then-current form of Standard Franchise Agreement or we may accomplish the relocation by an amendment to your existing Standard Franchise Agreement.

You will receive an exclusive territory. You will not face competition from us but may from other third parties. Continuation of your exclusive territory rights are not dependent upon achieving certain sales volumes, market penetration or any other contingency.

Except as provided below, during the term of your Franchise Agreement, if you are not in default under your Franchise Agreement, GC Franchising, LLC will not sell, or license others to sell, Services and/or Products at those locations identified in your Territory without your consent. GC Franchising, LLC and its affiliates sell or may in the future sell Services and/or Products bearing the principal trademark or other trademarks owned by GC Franchising, LLC or its affiliates at locations in the geographic area near the Territory.

You are not permitted to use the Geese Chasers Program or sell Services and/or Products at any location not in your Territory (even if the location is adjacent to your Territory), or to any customer or purchaser who moves to a location not in your Territory. You may not use alternative methods of distribution, such as through social media or commercial internet sites or catalogs, to sell to customers that are not at locations in your Territory. If you want to use the Geese Chasers Program or sell Services and/or Products at any location not in your Territory, you must notify GC Franchising, LLC and request that the additional location(s) be added to your Territory. We, in our sole business judgment, will determine whether to add these additional location(s) to your Territory. We will not unreasonably withhold our consent to add these locations, and the determination as to whether additional location(s) will be added to your Territory is based on a number of factors such as the number of customers and potential customers in your Territory, the proximity of the additional location(s) to your Territory and the service provided by you to customers and potential customers in your Territory.

We may offer you an Expansion Franchise if you have consistently met GC Franchising, LLC's standards for quality, service and professionalism and otherwise meet GC Franchising, LLC requirements for expansion as determined from time to time by GC Franchising, LLC. You do not have a right of first refusal or any similar right to acquire additional franchises or add additional vans to an existing franchise.

Internet Sales. We do sell Services over the internet. From January through June we advertise using Google and receive calls at our call center. If a customer calls from a Franchisee's territory, we provide the sales lead to the Franchisee. We do not receive compensation from the Franchisee or customer in these circumstances. We do however receive our royalty as set forth in Item 6. We do not otherwise solicit or accept orders within your territory as such other than the royalty set forth in Item 6, we do not receive compensation on sales to customers in your territory.

Minimum Performance Requirements.

In order to maintain your territorial rights, we require you to meet the following minimum performance requirement:

By the end of your....	You must achieve...
First Year of Operations	Gross Revenue of \$100,000

We reserve the right to establish or utilize other channels of distribution using the trademark "GC Franchising, LLC" or different trademarks. These channels of distribution encompass sales by us and third parties to distributors, customers and consumers and may include, without limitation, catalog sales, telemarketing or other direct marketing sales, mail order, retail sales, internet sales and other forms of electronic commerce. The trademarks and brand names may include GC Franchising, LLC, Geese Chasers, and new trademarks. We may establish some of these channels of distribution through acquisition.

Except as otherwise provided above, we do not intend to sell or license others to sell Services and/or Products at the locations in your Territory. However, in the event that any sale of Services and/or Products takes place at the locations in your Territory, we will on a case-by-case basis use reasonable efforts to resolve conflicts (if


any) that may result from these sales.

We may sell other items, including licensed merchandise and Services and/or Products and services under the trademark "GC Franchising, LLC" or trademarks that include the trademark "GC Franchising, LLC" directly to consumers, customers or to resellers.

Competitive Businesses under Different Marks. Neither we, nor any affiliate, currently intend to operate or franchise another business under a different trademark that sells products or services similar to the products or services offered at a Geese Chaser business.

ITEM 13 TRADEMARKS

We registered the following trademarks on the United States Patent and Trademark Office principal register:

Mark Name	Registration Number	Registration Date
	4421304	October 22, 2013
Geese Chasers (textual)	4411077	October 1, 2013

All required affidavits for the registered Marks have been filed. The registration for both marks have been renewed for a ten (10) year period effective as of October 22, 2023 and October 1, 2023.

We will grant you the limited, non-exclusive, non-transferable, revocable right to operate one franchise within your territory under the name "Geese Chasers". You may also use our Geese Clearing System, Geese Chasers Program and other current or future trademarks. By trademark, We mean trade names, trademarks, service marks and logos used to identify your franchise operation. You may also be granted the right to use other trademarks, service marks, trade names, advertising and other commercial symbols in the operation of your franchise in the manner we authorize. You will not be permitted to use the name "Geese Chasers" or any other trademark in the name you select for your business or in any unauthorized manner. You must follow our rules when you use these marks. You cannot use a name or mark as part of a corporate name or with modifying words, designs or symbols. You must use them in conjunction with the symbol "™" or "©" as applicable and you may not use them in connection with the offer or sale of any unauthorized products or in any other manner which we do not explicitly authorize in writing. We reserve the right to approve all signs, stationery, business cards, forms, and other materials and supplies bearing the proprietary Marks. You must use the proprietary Marks, including trade dress, color combinations, designs, symbols, and slogans, only in the manner and to the extent specifically permitted by the Franchise Agreement, or by our prior written consent, in any case, in a non-disparaging fashion only.

All advertising, publicity, signs, decorations, furnishings, equipment or other materials employing in any way the words "Geese Chasers" or any derivative thereof or any other proprietary Mark must be submitted to us and approved prior to first publication or use. We will not unreasonably withhold our approval. You may not use our registered name in connection with the sale of an unauthorized product or service or in a manner not authorized in

writing by us. Notwithstanding anything herein, You agree and acknowledge that Your use of any of the marks or branding is limited only to permitted uses in a non-disparaging fashion.

Franchisees must notify Franchisor in writing of any claims of infringement or unfair competition arising out of the franchisee's use of the Marks. Franchisor has the sole discretion to control and direct any litigation with respect to a claim of infringement or unfair competition. Franchisee is obligated to cooperate with Franchisor in any litigation.

In the event that Franchisor determines to change, substitute or discontinue use of any Mark franchisee does not have any right to compensation from Franchisor.

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; nor any pending infringement, opposition, or cancellation proceedings.

There is no pending material federal or state court litigation regarding the Franchisor's use or ownership rights in trademark.

There are not currently effective agreements that limit the Franchisor's rights to use or license the sue of trademarks set forth above.

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

ITEM 14 PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

Geese Chasers, LLC, along with GC Franchising, LLC, own intellectual property with respect to the Geese Chasers Program and a number of the Services and/or Products that you may be permitted to resell in the operation of your franchise under a Standard Franchise Agreement. Geese Chasers, LLC along with GC Franchising, LLC claim copyright ownership in all materials provided by us, including the advertising and promotional materials that you may receive or purchase from us and the Operations Manual. Geese Chasers and GC Franchising, LLC intend to continue to protect the copyrights. While we have not directly or through GC Franchising, LLC or any of our affiliates obtained any copyright registrations for the other materials referenced above; all of this information is proprietary. Except for these rights, and our rights in the Geese Chasers Program (See Item 1) we do not own any rights in or to any patents, copyrights or proprietary information that are material to your franchise. While we have copyright ownership of the materials we provide to you, the copyright has not been registered.

There are no currently effective determinations of, or pending proceedings in, the United States Patent and Trademark Office, the Library of Congress or any court concerning patents or copyrights that are material to the operation of your franchise. We are not aware of any infringing uses that could materially affect your use of copyrights. There are no agreements currently in effect that significantly limit our rights to use or license the use of the copyrights. We are not obligated by the Franchise Agreement or otherwise to protect any rights that you have to use the copyrights.

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

Unless we otherwise agree in writing, you alone must personally make all regular sales and service calls on potential customers in your Territory. This requirement will not apply to an Expansion Franchise under the Expansion Program or if we waive the requirement. You must use your best efforts to promote aggressively and develop fully the sales of Services and/or Products to these potential customers and maintain an inventory of Services

and/or Products in at least the minimum amount specified in the Geese Chasers Program so that you can maximize your sale of Services and/or Products. Unless we otherwise agree in writing, you must call on potential customers in your Territory with regularity, again so that you can maximize your sale of Services and/or Products and provide the service expected by GC Franchising, LLC customers. You must refrain from engaging in activities that would conflict with these purposes and you must devote full business attention and efforts to these purposes.

We make available to our existing Standard Franchisees, who qualify, the opportunity to purchase an Expansion Franchise to an existing Standard Franchise under the Expansion Program. If you take part in the Expansion Program, you will be required to sign a new Standard Franchise Agreement for the Expansion Franchise. You will also be required to sign all other documents required for a new Standard Franchise if adding an Expansion Franchise. In the case of an additional Standard Franchise you will be required to sign a general release for any claims against us that arose prior to the date the document is signed, then for the Expansion Franchise we will waive the requirement that you personally service the customers in the Territory. A copy of the release currently used is attached as Appendix 1.11.A. You must hire an employee to service the customers associated with that franchise. Your employee, under your direct supervision, will then have to service those customers and comply with all the requirements of the Geese Chasers Program and your Franchise Agreement just as you would, including all service obligations, although you are ultimately responsible for compliance with those requirements. Your employee, who will operate under an Expansion Franchise for you, must complete to our satisfaction all training requirements (to the extent we offer such employee training) for new franchisees. See Item 11 for a further description of training requirements for your employees. All of your employees must sign a written agreement to maintain confidential information and trade secrets. You are responsible for complying with any and all employment, tax, insurance, and other laws applicable to your employees. You are solely responsible for hiring a qualified employee to replace any employee who terminates his employment. If you fail to do this on a timely basis it can result in a breach of your Franchise Agreement.

If a Standard Franchise Agreement is issued to a corporation, limited liability company or other entity permitted by us, or if a Franchise Agreement is assigned to a corporation, limited liability company or other entity permitted by us, the corporation, limited liability company or other entity may not be used to conduct any business other than the GC Franchising, LLC business. In determining to grant a Franchise, even if it is issued to a corporation, limited liability company or other entity, we rely on the qualifications of you as an individual rather than the qualifications of the corporation, limited liability company or other entity and therefore we require that you individually participate in the business as described herein. You must individually own in excess of 50% of the outstanding shares of stock of a corporation or membership interest in a limited liability company and have control of any other permitted entity to whom a Franchise Agreement is issued or transferred, and you must sign a personal guaranty and remain personally liable for all obligations under the Franchise Agreement and all other agreements you enter into with us.

You may not sub franchise, sublicense or in any way delegate or transfer your rights in your franchise except as permitted under the GC Franchising, LLC Transfer Program or as GC Franchising, LLC otherwise expressly permits in writing.

ITEM 16 RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

Except as discussed in this Item and Item 8, you may offer and sell only Services and/or Products and Approved items/services (and items manufactured and/or distributed by us and made available by us for resale by our franchisees). You may sell only to customers in your Territory (See Item 12). You are not restricted in the Services and/or Products and Approved items/services you elect to sell, but you must offer to sell "new Services and/or Products" (See Item 8). You may not sell Services and/or Products and Approved items/services to any person or entity who is purchasing Services and/or Products and Approved items/services for resale. We have the absolute right to add to or delete from the Services and/or Products and Approved items/services that you can sell. There are no limits on our rights to do so.

You must also assist us in honoring all warranties on Services and/or Products and Approved items/services. This will require that you perform service at the customer's place of business. You do not receive compensation from GC Franchising, LLC for performing these services. It is not possible to estimate the amount of

time you will be required to spend on warranty work to properly service your customers. We have the right to change the warranties at any time and this may result in additional warranty work for you.

You may sell or offer for sale merchandise other than Services and/or Products only with our express, prior written consent ("Approved"), which we will not unreasonably withhold, but which we may later revoke. We can, and likely will, refuse to approve specific items of merchandise as Approved if this merchandise directly competes with Services and/or Products and Approved items/services.

ITEM 17
RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

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

THE FRANCHISE RELATIONSHIP		
Provision	Section in Standard Franchise Agreement	Summary
a. Length of the franchise	Section 2, Paragraph 1 of Addendum to GC Franchising, LLC Standard Franchise Agreement (Renewal Franchise)	10 years
b. Renewal or extension of the term	Section 3, Paragraph 2 of Addendum to GC Franchising, LLC Standard Franchise Agreement (Renewal Franchise)	5 years
c. Requirements for franchisee to renew or extend	Section 3	<p>Prior written notice between 9 months and 12 months prior to expiration,</p> <ul style="list-style-type: none"> ■ Meet new franchise standards, Compliance with all agreements, Satisfy all monetary obligations, ■ Sign general release, a copy of the form currently used is attached as Appendix 1.4 ■ Comply with current qualifications and training requirements, ■ Pay renewal fee of \$25,000, Have not engaged in activities that would impair relationship, • You may be asked to sign a contract with materially different terms and conditions than your original contract. You will be required to sign then-current forms of agreements
d. Termination by franchisee	Section 18	Termination with cause 30 days after written notice of default and failure to cure.
e. Termination by franchisor without cause	Not applicable	
f. Termination by franchisor with cause	Section 18	GC Franchising, LLC can terminate only if you default.

g. "Cause" defined-curable defaults	Section 18	<p>10 days to cure certain and 30 days to cure any other default not listed in h. below, including a failure to:</p> <ul style="list-style-type: none"> • Comply with Franchise Agreement or Geese Chasers Program, Submit required reports, • Act in a manner consistent with GC Franchising, LLC image, Maintain neat and clean appearance, • Promote and develop sales of Services and/or Products, and provide weekly service. • Attend monthly franchisee meetings, 3 annual trade shows or corporate retreat. • Failure to attain \$100,000 in revenue in first year
h. "Cause" defined-non curable defaults	Sections 18.A and 18.B	<p>Non curable defaults:</p> <ul style="list-style-type: none"> ▪ Bankruptcy, insolvency, and similar defaults, Death or incapacity, ▪ Failure to satisfy material judgment, ▪ Falsification of reports, misrepresentation or dishonesty ▪ Ceasing operation, ▪ Felony or other crime or conduct which may adversely affect the Geese Chasers Program, ▪ Engaging in public conduct that reflects materially and unfavorably on the GC Franchising, LLC Program, its reputation and goodwill ▪ Sale of Services and/or Products to a customer in another franchisee's Territory and failure to credit that franchisee for that sale, ▪ Offer to sell Services and/or Products to a customer not on Territory after notice to cease, ▪ Threat or danger to public health or safety.
h. "Cause" defined-non curable defaults (continued from prior page)	Sections 18.A and 18.B	<p>Non curable defaults:</p> <ul style="list-style-type: none"> ▪ Failure to meet start-up requirements, including failure to satisfactorily complete training, ▪ Termination or default (beyond cure period) under other agreement with GC Franchising LLC or its affiliates, ▪ Violation of confidentiality provisions, two defaults in 12-month period ▪ Unapproved assignment or transfer <p>Inability to perform duties under Franchise agreement for period of 30 days.</p>
i. Franchisee's obligations on termination/nonrenewal	Section 19	<ul style="list-style-type: none"> ▪ Continued compliance with confidentiality requirements (<i>also see r., below</i>) and other agreements, ▪ Payment of all amounts due, ▪ Return of all manuals and other materials, ▪ Discontinuance of any trademark use and advertising, ▪ Stop doing business in a way that gives the impression you are still a GC Franchising, LLC franchisee.

j. Assignment of contract by franchisor	Section 16.A	No restriction on GC Franchising, LLC's right to assign.
k. "Transfer" by franchisee - defined	Section 16.B	Includes transfer or encumbrance of any interest in franchisee (if franchisee is a corporation or limited liability company), the Standard Franchise Agreement or the assets of the franchise.
m. Conditions for franchisor approval of transfer	Sections 16.B and 16.C	<ul style="list-style-type: none"> Interest being transferred must first be offered to GC Franchising, LLC (see n., below), GC Franchising, LLC must approve terms, You must satisfy all monetary obligations and comply with all agreements, Sign a general release, a copy of the current form is attached as Appendix I.11.C Transferee must qualify and sign Geese Chasers' then-current Franchise Agreement, satisfactory complete training and pay the transfer fee. <p>Separate conditions exist for transfer to your corporation or limited liability company ("Corporate Standard Franchisee"). They are: i) the individual Standard Franchisee owns more than 50% of the Corporate Standard Franchisee, ii) evidence of ownership must be restrictively endorsed, iii) sign GC Franchising, LLC assignment document and guarantee obligations of Corporate Standard Franchisee, iv) provide documents requested by GC Franchising LLC and v)</p>
n. Franchisor's right of first refusal to acquire franchisee's business	Section 16.D	GC Franchising, LLC can match any offer for your business.
o. Franchisor's option to purchase franchisee's business	Not applicable	
p. Death or disability of franchisee	Section 18.A.(5)	Standard Franchise Agreement terminates in accordance with GC Franchising, LLC's survivorship policy.
q. Non-competition covenants during the term of the franchise	Sections 1, 8.C, 8.D, 8.E, BF and 20	You are not permitted to sell and merchandise other than Services and/or Products and Approved items/services. You are permitted to sell only to customers at locations in your territory. You may not compete during the term of the Franchise Agreement.
r. Non-competition covenants after the franchise is terminated or expires	Section 20	No direct or indirect solicitation or sale of competing Services and/or Products to any customer in the Territory at termination for the shorter of 36 months or the length of time your Franchise Agreement was in effect.
s. Modification of the agreement	Sections 5, 6 and 24	No modifications without mutual agreement but Geese Chasers Program and Operations Manual subject to change.

t. Integration/merger clause	Section 24	For matters governed by the Standard Franchise Agreement, only the terms of the Franchise Agreement and other agreements signed with it are binding. Any other promises may not be enforceable. GC Franchising, LLC makes no other promises, arrangements, or agreements except in the Standard Franchise agreement. Notwithstanding the foregoing, nothing in any agreement is intended to disclaim the express representations made in the Franchise Disclosure Document, its exhibits and amendments.
u. Dispute Resolution by arbitration or mediation	Not applicable	
v. Choice of forum	Section 25	You and GC Franchising, LLC, consent to jurisdiction and venue for litigation, decisions or awards, and for enforcement of provisional remedies (see u., above) (subject to applicable state law).
w. Choice of law	Section 25	State of New Jersey (subject to applicable state law)

ITEM 18 PUBLIC FIGURES

We currently use, and in the past have used, Vinnie DiMartino and Cody Connelly. They may continue to promote the GC Franchising, LLC franchise and for that purpose will be paid an undetermined amount as it's uncertain what events and how many events they will be attending. No other public figures will be used to promote our franchise. Neither Vinnie DiMartino nor Cody Connelly have any management interest, ownership or control of GC Franchising, LLC or its franchisees or affiliates.

ITEM 19 FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC's Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned franchises, 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: (i) a franchisor provides the actual records of an existing franchise you are considering buying; or (ii) 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.

The financial performance information included in the table below represents certain financial information of the 12 Geese Chaser Franchises that were open and in operation by Franchisees during the entire period of January 1, 2023 through December 31, 2023. There were a total 14 outlets that operated during the calendar year 2023, but only 12 outlets operated for the entire year.

Franchise Units in the System at Least 1 Year	2023 Average Revenue	2023 Median Revenue	Number and Percentage of Franchises Achieving or Surpassing Stated Average Revenue	Number and Percentage of Franchises Achieving or Surpassing Stated Median Revenue
Top Franchise	\$1,400,000.00			
Top 3 Franchises	\$879,333.33	\$825,000.00	8.33% (1/12)	16.67% (2/12)
Bottom 3 Franchises	\$40,666.67	\$35,000.00	83.33% (10/12)	91.67% (11/12)
Bottom Franchise	\$20,000			

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

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

NOTES:

I. Franchisee Information Included in the Statement.

We compiled the Statement from information reported to us by GC Franchising, LLC franchisees. Neither we nor any independent certified public accountant has independently audited or verified the information. This information may not be representative of the revenue information of this Geese Chaser business in any other years or time periods.

II. For purposes of the information above, the term "Revenue" means total revenues from the sale of services.

III. The financial performance representation does not include any expense information. As a franchisee, you will incur expenses such as vehicle expense, gas, and fees imposed under the franchise agreement.

The revenue figures are based on the historical results from Geese Chaser franchisees described above. The revenues should not be considered as the actual or potential sales that other Geese Chaser businesses may achieve.

Different operational results may be caused by a number of factors including:

- The size of your territory;
- The number of core clients in your territory;
- The demographics of your territory;
- The length of time business has been operated;
- The presence of other competing businesses in your territory;
- The effectiveness of your marketing efforts and the overall quality of the management skills of you and your employees.

The above list of factors that may affect your results and is not exhaustive or exclusive list. You should consult with your advisors to develop your own estimate of revenues for your business.

A new franchisee's individual financial results may differ from the results state in this financial performance representation.

Substantiation of the data used in preparing this Statement will be made available to a prospective franchisee upon reasonable request; however, no information that relates to any specific franchise will be made available.

Other than the preceding financial performance representation, GC 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 the franchisor's management by contacting Robert Young, 4 Milton Drive Medford, New Jersey 08055 (856.912.2463), the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20
FRANCHISES AND FRANCHISEE INFORMATION

The chart below shows the total number of Standard Franchises, and company-owned franchises for the last three fiscal years ending December 31, 2023, December 31, 2022 and December 31, 2021. For purposes of this Item 20, a "franchise" is analogous to the Territory that a franchisee will service. Although a Territory changes from time to time, for purposes of this Item 20 we have considered a franchise to be the same if it remains substantially similar.

Table 1
System-wide Outlet Summary for Years 2021 - 2023

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2021	6	9	3
	2022	9	12	3
	2023	12	14	2
Company Owned	2020	1	1	0
	2021	1	1	0
	2022	1	1	0
TOTAL Outlets	2020	7	10	3
	2021	10	13	3
	2022	13	15	2

The chart below sets forth, on a state-by-state basis, the number of franchises transferred by a Standard Franchisee during the last three fiscal years ending December 31, 2023, December 31, 2022 and December 31, 2021. A transfer occurs when the Standard Franchisee transfers its interest in a franchise to a person other than GC Franchising, LLC or any affiliate.

Table 2

**Transfers of outlets from Franchisees to New Owners (other than the Franchisor)
for Years 2021-2023**

State	Year	Number of Transfers
CT	2021	0
	2022	0
	2023	0
DE	2021	0
	2022	0
	2023	0
IL	2021	0
	2022	0
	2023	0
MI	2021	0
	2022	0
	2023	0
NJ	2021	0
	2022	0
	2023	0
NY	2021	0
	2022	0
	2023	0
NC	2021	0
	2022	0
	2023	0
OH	2021	0
	2022	0

	2023	0
PA	2021	0
	2022	0
	2023	0
VA	2021	0
	2022	0
	2023	0
Total	2021	0
	2022	0
	2023	0

The chart below sets forth, on a state-by-state basis, the status of outlets owned by Standard Franchisees for the last three fiscal years ending December 31, 2023, December 31, 2022 and December 31, 2021.

TABLE 3

Status of Franchise Outlets for Years 2020-2022

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons	Outlets at End of Year
CT	2021	0	1					1
	2022	1						1
	2023	1						1
DE	2021	1						1
	2022	1						1
	2023	1						1
IL	2021	0						0
	2022	1	1	1				1
	2023	1						1
MD	2021	0						0
	2022	0						0
	2023	0	1					1
MI	2021	0	0					0

	2022	0	1					1
	2023	1						1
NJ	2021	2						2
	2022	2						2
	2023	2						2
NY	2021	1						1
	2022	1						1
	2023	1						1
NC	2021	1						1
	2022	1						1
	2023	1						1
OH	2021	0						0
	2022	2	2					2
	2023	2	1					3
PA	2021	1						1
	2022	1						1
	2023	1						1
VA	2021	0						0
	2022	1	1					1
	2023	1						1
TOTAL	2021	6	3					9
	2022	9	3					12
	2023	12	2					14

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

The chart below sets forth, on a state-by-state basis, the status of Company-owned franchises for the last three fiscal years ending December 31, 2023, December 31, 2022, and December 31, 2021.

TABLE 4

Status of Company-Owned Outlets for Years 2021-2023

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of Year
NJ	2021	1					1
	2022	1					1
	2023	1					1
Total	2021	1					1
	2022	1					1
	2023	1					1

The chart below sets, on a state-by-state basis, the projected opening of franchises to be opened during the 2024 fiscal year.

Table 5
Projected Openings as of December 31, 2023

State	Franchise Agreements Signed but Outlet not Opened	Projected New Franchised Outlet in the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
OH			
MI		1	
IL			
KY		1	
Total		2	

NOTE:

A list of the names of all current franchisees as of December 31, 2023, along with their addresses and telephone numbers are listed as Appendix C to this disclosure document.

Attached as Appendix D is a list of the names, city and state, and last known home telephone number of franchisees who had a franchise terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during the fiscal year ended December 31, 2023, or who has not communicated with GC Franchising, LLC within 10 weeks of the date of this disclosure document. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

In some instances, current and former franchisees sign agreements with provisions restricting their ability to speak openly about their experience with GC Franchising, LLC. You may wish to speak with current and former franchisees, but be aware that not all such franchisees will be able to communicate with you.

ITEM 21
FINANCIAL STATEMENTS

Attached as Appendix E to this disclosure document are GC Franchising, LLC's audited financial statements, including comparative balance sheets as of December 31, 2023, December 31, 2022, and December 31, 2021 and statements of earnings and cash flows for the years ended December 31, 2023, December 31, 2022, and December 31, 2021.

ITEM 22
CONTRACTS

The following agreements are attached as Appendix F to this disclosure document:

- 1.1.A. Standard Franchise Agreement
- 1.1.B. Owner's Guaranty of Franchisee's Obligations
- 1.1.C. Addendum to GC Franchising, LLC Standard Franchise Agreement (Renewal Franchise)
- 1.1.D. Addendum to GC Franchising, LLC Standard Franchise Agreement (Transfer Franchise)
- 1.1.E. Addendum to GC Franchising, LLC Standard Franchise Agreement (Expansion Franchise)
- 1.1.F. Addendum to GC Franchising, LLC Standard Franchise Agreement (Veteran's Discount)
- 1.2. Franchisee Web Page Participation Agreement
- 1.3. Acknowledgement Regarding Territory
- 1.4 A Release (Expansion)
- 1.4.B Release (Renewal) Consent to Transfer Agreement

ITEM 23
RECEIPT

The last two pages of this disclosure document are detachable documents acknowledging your receipt of the disclosure document. Keep one copy of this receipt and return the other, fully executed, to us. The issuance date of this Franchise Disclosure Document is April 24, 2024.

**Addendum to the
GC Franchising, LLC Franchise Disclosure Document For Use in California**

1. Except as set forth in Appendices A and B, neither GC Franchising, LLC nor any of the persons identified in Item 2 of the disclosure document is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, suspending or expelling such persons from membership in such association or exchange.

2. The following paragraphs are added at the end of Item 17 of the disclosure document pursuant to regulations under the California Franchise Investment Law:

Transfer upon Death. The California Franchise Agreement provides for transfer upon death (See the Addendum to Standard Franchise Agreement for Use in California).

California Law Regarding Termination and Non-Renewal. California Business and Professions Code, sections 20000 through 20043, provide rights to franchisees concerning termination of the franchise. If the Franchise Agreement contains a provision that is inconsistent with this law, the law will control.

Termination upon Bankruptcy. The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (Title 11, United States Code, section 101 and following sections).

Arbitration. The Franchise Agreement may require arbitration. The arbitration will occur at the office of the American Arbitration Association nearest the GC Franchising, LLC Regional Sales Office to which franchisee was assigned prior to the dispute; provided, however, if such office is outside the state in which the franchisee resides, franchisee may cause the arbitration to be held within franchisee's state of residence at a place mutually convenient to the parties and the arbitrator. The arbitration shall proceed before a single arbitrator. The arbitrator shall be chosen by the striking method from a panel of neutral arbitrators provided by the American Arbitration Association. If the amount claimed by the party filing for arbitration both in the original demand for arbitration and in any amendment is less than Seventy-five Thousand Dollars (\$75,000.00), GC Franchising, LLC shall pay the fees and expenses of the arbitrator and shall also pay the filing fees and costs charged by the American Arbitration Association up to a maximum of Seven Thousand Five Hundred Dollars (\$7,500.00). Any amount in excess of Seven Thousand Five Hundred Dollars (\$7,500.00) will be split equally by the parties. If the amount of the claim filed either in the original demand for arbitration or by amendment is for Seventy-five Thousand Dollars (\$75,000.00) or more, the parties agree to split equally the fees and expenses of the arbitrator and the filing fees and costs charged by the American Arbitration Association.

This provision may not be enforceable under California law.

Applicable Law. The Franchise Agreement requires application of the laws of the state in which the GC Franchising, LLC Regional Sales Office is located to which franchisee was assigned at the time the Franchise Agreement was executed, except to the extent that the Federal Arbitration Act shall apply. This provision may not be enforceable under California law.

Post-Term Noncompetition Covenant. The Franchise Agreement contains a post-term covenant not to compete. This provision may not be enforceable under California law.

**Addendum to the
GC Franchising, LLC Franchise Disclosure Document For Use in Hawaii**

The State of Hawaii requires that the following statement be added to the Cover Page of the disclosure document:

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

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

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

The State of Hawaii also requires that the following additional information be provided with respect to Item 17 of the Franchise disclosure document:

1. Under the Hawaii Franchise Investment Law, the conditions under which GC Franchising, LLC may repurchase inventory cannot be conditioned upon signing a termination agreement (see the Addendum to Standard Franchise Agreement for Use in Hawaii).

The following paragraphs are added at the end of Item 20 of this disclosure document pursuant to regulation promulgated under the Hawaii Franchise Investment Law:

The following list reflects the status of the franchise registrations of GC Franchising, LLC in the states which require registration:

- a. The states in which this proposed registration is effective: California (exempt), Florida (exempt), Hawaii, Illinois (exempt), Indiana (exempt), Maine, Maryland (exempt), Michigan, Minnesota, Nebraska (exempt), New York (exempt), North Carolina, North Dakota (exempt), Rhode Island (exempt), South Dakota, Utah (exempt), Virginia (exempt), Washington and Wisconsin (exempt).

- b. The states in which this proposed registration is or will be shortly on file: None.
- c. The states, if any, which have refused, by order or otherwise, to register these franchises: None.
- d. The states, if any, which have revoked or suspended the right to offer these franchises: None.
- e. The states, if any, in which the proposed registration of these franchises has been withdrawn: None.

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

**Addendum to the
GC Franchising, LLC Franchise Disclosure Document For Use in Illinois**

Illinois law governs the Franchise Agreement. No statement, questionnaire or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of: (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

Payment

Franchisee's payment of Initial Franchise Fees will be held in escrow at a federally-insured bank until Franchisor has met its initial obligations to franchisee and franchisee has commenced doing business. This financial assurance requirement was imposed by the Office of the Illinois Attorney General due to Franchisor's financial status. A copy of the Escrow Agreement is on file with the Office of the Illinois Attorney General.

In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in the franchise agreement that designate jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

Franchisees' rights upon Termination and Non-Renewal are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

In conformance with section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

**Addendum to the
GC Franchising, LLC Franchise Disclosure Document For Use in Indiana**

The State of Indiana requires that the following additional information be provided with respect to Item 17 of the disclosure document:

1. The Indiana Franchise Agreement provides for certain rights of the surviving spouse, heirs or the estate of the franchisee upon the death or incapacity of franchisee (See the Addendum to Standard Franchise Agreement for Use in Indiana).
2. The Indiana Deceptive Franchise Practices Act provides that your Franchise Agreement cannot contain a provision requiring you to prospectively assent to a release which purports to release any person from any claims under the Indiana Franchise Disclosure Law and the Indiana Deceptive Practices Act. Any provision in your Franchise Agreement that is inconsistent with this provision will be unenforceable.

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

**Addendum to the
GC Franchising, LLC Franchise Disclosure Document For Use in Maine**

The following additional information is required to be disclosed by Maine law:

1. As required by Maine law, GC Franchising, LLC has secured a bond in the amount of \$_____ issued by COMPANY NAME AND ADDRESS. Before signing a contract to purchase a business opportunity, you should check with the surety company to determine the current status of the bond.
2. Pursuant to Maine law, you have the right to avoid the contract for purchase of this business opportunity within 3 business days following the signing of the contract. You should obtain and study a copy of the law regulating the sale of business opportunities before you attempt to avoid the contract. This law is found in the Maine Revised Statutes, Title 32, section 4698.
3. The information contained in this disclosure document has not been verified by the State of Maine. The State has not reviewed and does not approve, recommend, endorse or sponsor any business opportunity. The disclosure document contains information which should be carefully read before agreeing to purchase a business opportunity.

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

**Addendum to the
GC Franchising, LLC Franchise Disclosure Document For Use in Minnesota**

1. The second paragraph in Item 13 of the disclosure document is amended to add the following language as the last sentence:

However, GC Franchising, LLC will indemnify Minnesota franchisees against liability to third parties resulting from claims by third parties that your use of GC Franchising, LLC's trademarks infringes trademark rights of the third party; provided that you give notice to GC Franchising, LLC of any such claim within 10 days and you tender to GC Franchising, LLC defense of the claim and management of the defense, including the right to compromise, settle, or otherwise resolve the claims and to decide whether to appeal any determination involving the claim.

2. GC Franchising, LLC will comply with Minnesota Statutes section 80C.14, subdivisions 3, 4, and 5 which require, except in certain specified cases, that a franchisee be given 90 days' notice of termination (with 60 days to cure) (See Item 17 of the disclosure document, the Addendum to the Standard Franchise Agreement for Use in Minnesota).

3. The State of Minnesota requires that the Cover Page and Item 17 of the disclosure document be amended to include the following language as it concerns governing law, jurisdiction and venue, and choice of forum:

"Pursuant to Minn. Stat. 80C.21 and Minn. Rule 2860.4400J, this section shall not in any way abrogate or reduce any rights of the Standard Franchisee."

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

**Addendum to the
GC Franchising, LLC Franchise Disclosure Document For Use in New York**

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

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:

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 franchisee to renew or extend,"** and Item 17(m), entitled **"Conditions for franchisor approval of transfer":**

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of 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 language replaces the “Summary” section of Item 17(d), titled **“Termination by franchisee”**:

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

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

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

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

**Addendum to the
GC Franchising, LLC Franchise Disclosure Document For Use in North Carolina**

The following additional information is required to be disclosed by North Carolina law:

1. As required by North Carolina law, GC Franchising, LLC has secured a bond issued by Travelers Casualty and Surety Company of America, Pinnacle II Building, 13935 Bishops Drive, Brookfield, WI, 53005, a surety company authorized to do business in this State. Before signing a contract to purchase this business opportunity, you should check with the surety company to determine the bond's current status.
2. If GC Franchising, LLC fails to render the services necessary to begin substantial operation of the business within 45 days of the delivery date stated in your contract, you may notify GC Franchising, LLC in writing and demand that the contract be canceled.
3. The State of North Carolina has not reviewed and does not approve, recommend, endorse or sponsor any business opportunity. The information contained in this disclosure has not been verified by the state. If you have any questions about this investment, see an attorney before you sign a contract or agreement.

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

**Addendum to the
GC Franchising, LLC Franchise Disclosure Document For Use in North Dakota**

The State of North Dakota requires that the following additional information be provided with respect to Item 17 of the disclosure document:

1. The North Dakota Securities Commissioner mandates that North Dakota franchisees may not be required to consent to the jurisdiction of courts outside of North Dakota (See Addendum to Standard Franchise Agreement for Use in North Dakota).
2. The North Dakota Securities Commissioner mandates that a North Dakota franchise agreement be governed by the laws of North Dakota (See Addendum to Standard Franchise Agreement for Use in North Dakota).

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

**Addendum to the
GC Franchising, LLC Franchise Disclosure Document For Use in Rhode Island**

1. The State of Rhode Island requires that Item 17 of the disclosure document be amended to include the following language as it concerns governing law, jurisdiction and venue, and choice of forum:

"Sec. 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."

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

**Addendum to the
GC Franchising, LLC Franchise Disclosure Document For Use in South Dakota**

1. Item 6, note 3, Standard Franchise - Other Fees, of the Franchise Disclosure Document is amended to include the following sentence:

"GC Franchising, LLC may, in its sole business judgment, increase the Computer Software Maintenance Fee once each calendar year by no more than 50% of the then-current Computer Software Maintenance Fee. GC Franchising, LLC will provide you with 30 days written notice of any increase in this fee. GC Franchising, LLC does not intend to increase the Computer Software Maintenance Fee through March 2020."

2. The following information is provided with respect to Item 17 of the disclosure document for the State of South Dakota:

- a. The South Dakota Division of Securities mandates that arbitrations occur at a place mutually agreed by the parties, that South Dakota franchisees may not be required to consent to the jurisdiction of courts outside of South Dakota, and that certain aspects of a South Dakota franchise agreement be governed by the laws of South Dakota.
- b. The South Dakota Division of Securities prohibits the waiver of punitive or exemplary damages.
- c. The South Dakota Division of Securities prohibits a clause which requires you to waive judicial review of a violation of Chapter 37-SA SDCL or any rule or order under that Chapter.

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

**Addendum to the
GC Franchising, LLC Franchise Disclosure Document For Use in Virginia**

The State of Virginia requires that the following additional information be provided with respect to Item 17 of the disclosure document:

"Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the franchise agreement does not constitute "reasonable cause," as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable."

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

**Addendum to the
GC Franchising, LLC Franchise Disclosure Document For Use in Washington**

The State of Washington requires that the following additional information be provided with respect to Item 17 of the disclosure document:

1. If any of the provisions in the franchise disclosure document or franchise agreement are inconsistent with the relationship provisions of RCW 19.100.180 or other requirements of the Washington Franchise Investment Protection Act, the provisions of the Act will prevail over the inconsistent provisions of the franchise disclosure document and franchise agreement with regard to any franchise sold in Washington.

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

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

4. The Washington Franchise Investment Protection Act, Chapter 19.100.220.(2) RCW provides as follows:

"(2) Any agreement, condition, stipulation or provision, including a choice of law provision, purporting to bind any person to waive compliance with any provision of this chapter or any rule or order hereunder is void. A release or waiver executed by any person pursuant to a negotiated settlement in connection with a bona fide dispute between a franchisee and a franchisor, arising after their franchise agreement has taken effect, in which the person given the release or waiver is represented by independent legal counsel, is not an agreement prohibited by this subsection."

5. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, rights or remedies under the Act such as a right to a jury trial may not be enforceable.

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


7. The Washington Franchise Agreement provides for transfer of your franchise upon death. (See the Addendum to the Standard Franchise Agreement for Use in Washington).

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

APPENDIX A

Trademarks

Trademarks Registered in U.S.A.

Mark Name	Serial Number	Application Date	Registration Number	First Used in Commerce
	85862914	Feb. 28, 2013	4,421,304	June 19, 2003
Geese Chasers (textual)	85862937	Feb. 28, 2013	4,411,077	June 19, 2003

APPENDIX B

Patents

None.

APPENDIX C

Franchisees as of December 31, 2023

Note: In some instances, franchisees sign agreements with provisions restricting their ability to speak openly about their experience with GC Franchising, LLC. You may wish to speak with these franchisees but be aware that not all franchisees will be able to communicate with you.

Franchisees as of December 31, 2023

Franchise	State	Counties	Primary Owner (Last, First)	Owner Phone	Co-Owner (Last, First)	Co-Owner Phone	Business Address
Geese Chasers Delaware	DE	New Castle, Kent, Sussex	Stinger, Kerri	856-904-5036			2237 Auburn Ave., Atco, NJ 08004-2028
Geese Chasers South Jersey	NJ	Atlantic, Cape May, Cumberland, Salem	Stinger, Kerri	856-904-5036			2237 Auburn Ave., Atco, NJ 08004-2028
Geese Chasers Corporate	NJ	Somerset, Middlesex, Mercer, Hunterdon, Ocean, Monmouth, Burlington, Camden, Gloucester	Young, Robert	856-912-2463			4 Milton Drive, Medford, NJ 08055
Geese Chasers North Jersey	NJ/NY	Warren, Union, Bergen, Passaic, Essex, Morris, Hudson, Sussex, Rockland, Manhattan, Staten Island	Bello, Joe	732-299-8728	Bello, Brooke	732-773-5815	85 Marble Road Great Meadows, NJ 07838
Geese Chasers Long Island	NY	Nassau, Suffolk, Queens	Mallek, Mike	609-410-5880			25 Oak Meadow Rd. Commack, NY 11725
Geese Chasers Maryland	MD	Anne Arundel, Baltimore, Caroline, Cecil, Dorchester, Harford, Howard, Kent, Montgomery, Prince Georges, Queen Annes, Somerset, Talbot, Wicomico, Worcester	Stinger, Kerri	856-904-5036			2237 Auburn Ave., Atco, NJ 08004-2028
Geese Chasers Central North Carolina	NC	Orange, Durham, Wake, Johnston, Harnett	Clausen, Scott	919-579-7519			2142 Tommie Daniel Rd Oxford NC 27565
Geese	PA	Bucks, Chester,	Savoy,	215-285-			1560 Revere Rd.

Chasers Southeastern, PA		Delaware, Lehigh, Montgomery, Northampton, Philadelphia,	Scott	4716			Yardley, PA 19067- 4351
Geese Chasers Northern VA	VA	Arlington, Culpepper, Faquier, Fairfax, Loudon, Prince William, Stafford, Spotsylvania, District of Columbia	Edwards, Bill	256-683- 7138			11042 Ashby Drive Fredericksburg, VA 22407
Geese Chasers Connecticut	CT	Fairfield, New Haven, Middlesex, New London	Mallek, Mike	609-410- 5880			25 Oak Meadow Rd. Commack, NY 11725
Geese Chasers SE Michigan	MI	Genesee, Lapeer, Livingston, Macomb, Monroe, Oakland, Washtenaw, Wayne	Chapoux. Raymond	313-799- 3586			24880 Fairview Drive South Lyon MI 48178
Geese Chasers NE Ohio	OH	Ashland, Ashtabula, Cuyahoga, Erie, Geauga, Huron, Lake, Lorain, Mahoning, Medina, Portage, Stark, Summit, Trumbull, Wayne	Jason Helfer	724-610- 4399			2800 Wakefield Lane Westlake OH 44145
Geese Chasers Columbus Ohio	OH	Athens, Champaign, Clark, Delaware, Fairfield, Fayette, Franklin, Hocking, Knox, Licking, Logan, Madison, Marion, Morrow, Muskingum, Perry, Pickaway, Ross, Union	Helfer, Jason	724-610- 4399			2800 Wakefield Lane Westlake OH 44145
Geese Chasers NW Ohio	OH	Crawford, Hancock, Lucas, Ottawa Richland, Sandusky, Seneca, Wood, Wyandot	Robey, Timothy	440-984- 8884			641 Sunnyside Road Vermillion OH 44089
Geese Chasers Chicago, IL	IL	Cook, DuPage, Grundy, Kane, Kankakee, Kendall, McHenry, Will	Spielman, Gloria	630-779- 1573			1445 Yale Court Naperville IL 60565

APPENDIX D

Franchisees Who Had a franchise Terminated, Canceled, Not Renewed or Otherwise Voluntarily or Involuntarily Ceased to do Business Under the Franchise Agreement in the Twelve- Month Period Ended December 31, 2023

Note: In some instances, franchisees who have left the GC Franchising, LLC System sign agreements with provisions restricting their ability to speak openly about their experience with GC Franchising, LLC. You may wish to speak with these former franchisees but be aware that not all former franchisees will be able to communicate with you.

Franchisees Who Had a Franchise Terminated, Canceled, Not Renewed or Otherwise Voluntarily or Involuntarily Ceased to do Business Under the Franchise Agreement in the Twelve-Month Period Ended December 31, 2023

Name	Address	City & State	Zip	Phone
------	---------	--------------	-----	-------

APPENDIX E

Compiled Financial Statements of GC Franchising, LLC as of December 31, 2023



GOLD GERSTEIN GROUP LLC

Certified Public Accountants and Consultants

505 Pleasant Valley Avenue
Moorestown, NJ 08057

856.727.0100
215.629.0360
856.727.0772 fax
www.g3cpa.com

April 24, 2024

CONSENT

Gold Gerstein Group LLC consents to the use in the Franchise Disclosure Document issued by GC Franchising LLC ("Franchisor") on April 24, 2024, as it may be amended, of our report dated April 20, 2024, relating to the financial statements of Franchisor for the periods ending December 31, 2021 - 2023.

Very truly yours,

Stanton L. Meltzer
Partner

SLM:sms

GC Franchising, LLC

Financial Statements and Independent Auditor's Report

Years Ended December 31, 2023, 2022, and 2021

GC Franchising, LLC

Contents of Report

	Page
Independent Auditor's Report	1 – 2
Financial Statements	
Balance Sheets at December 31, 2023, 2022, and 2021	3
Statements of Income – For the years ended December 31, 2023, 2022, and 2021	4
Statements of Members' Capital – For the years ended December 31, 2023, 2022, and 2021	5
Statements of Cash Flows – For the years ended December 31, 2023, 2022, and 2021	6
Notes to the Financial Statements at December 31, 2023, 2022, and 2021	7 – 11



Independent Auditor's Report

To the Members of GC Franchising, LLC
Medford, New Jersey

Opinion

We have audited the accompanying financial statements of GC Franchising, LLC (a New Jersey limited liability company), which comprise the balance sheets as of December 31, 2023, 2022, and 2021, and the related statements of income, members' capital, and cash flows for the years then ended, and the related notes to the financial statements.

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

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of GC 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 GC Franchising, LLC's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.



Auditor's Responsibilities for the Audit of the Financial Statements

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

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of GC 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 GC 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.

Gold Gerstein Group LLC

Moorestown, NJ
April 20, 2024

GC Franchising, LLC

Balance Sheets

December 31,	2023	2022	2021
Assets			
Current assets			
Cash	\$ 1,266	\$ 133	\$ 25,985
Total current assets	<u>1,266</u>	<u>133</u>	<u>25,985</u>
Property and equipment			
Vehicles	124,332	124,332	59,241
Accumulated depreciation	<u>(42,834)</u>	<u>(17,967)</u>	<u>(3,949)</u>
Net, property and equipment	<u>81,498</u>	<u>106,365</u>	<u>55,292</u>
Other assets			
Organization costs, net	<u>5,833</u>	<u>7,233</u>	<u>8,633</u>
Total other assets	<u>5,833</u>	<u>7,233</u>	<u>8,633</u>
	<u><u>\$ 88,597</u></u>	<u><u>\$ 113,731</u></u>	<u><u>\$ 89,910</u></u>
Liabilities and members' capital			
Current liabilities			
Note payable, current portion	\$ -	\$ -	\$ 9,208
Accrued taxes payable	<u>1,468</u>	<u>1,448</u>	<u>-</u>
Total current liabilities	<u>1,468</u>	<u>1,448</u>	<u>9,208</u>
Long term liabilities			
Note payable, net of current portion	-	-	18,570
Members' capital	<u>87,129</u>	<u>112,283</u>	<u>62,132</u>
	<u><u>\$ 88,597</u></u>	<u><u>\$ 113,731</u></u>	<u><u>\$ 89,910</u></u>

See accompanying notes.

GC Franchising, LLC**Statements of Income**

For the years ended December 31,	2023	2022	2021
Revenue			
Fees	\$ 390,667	\$ 270,335	\$ 200,046
Initial & renewal franchise fees	47,500	100,000	43,750
Total revenue	<u>438,167</u>	<u>370,335</u>	<u>243,796</u>
Operating expenses			
Amortization	1,400	1,400	1,400
Advertising	-	15,087	18,943
Automobile expense	1,783	359	-
Charitable contributions	2,000	11,280	63
Depreciation	24,867	14,018	3,949
Interest	-	1,409	324
Filing fees and licenses	275	250	-
Meals and entertainment	1,848	2,987	1,072
Meetings	511	1,991	-
Office supplies and related costs	2,638	3,605	5,859
Repairs and maintenance	7,820	6,578	3,459
Professional fees	7,250	24,995	30,427
Salaries and wages	-	-	20,000
Taxes- other	-	-	825
Taxes- payroll	-	-	1,972
Travel	3,642	33,282	17,360
Utilities	1,559	1,308	1,261
Total operating expenses	<u>55,593</u>	<u>118,549</u>	<u>106,914</u>
Income before state tax expense	382,574	251,786	136,882
State tax expense	<u>21,276</u>	<u>16,859</u>	<u>6,500</u>
Net income	<u>\$ 361,298</u>	<u>\$ 234,927</u>	<u>\$ 130,382</u>

See accompanying notes.

GC Franchising, LLC

Statements of Members' Capital

For the years ended December 31,	2023	2022	2021
Beginning Balance, January 1,	\$ 112,283	\$ 62,132	\$ 25,125
Distributions	(386,452)	(184,776)	(93,375)
Net income	<u>361,298</u>	<u>234,927</u>	<u>130,382</u>
Ending Balance, December 31,	<u><u>\$ 87,129</u></u>	<u><u>\$ 112,283</u></u>	<u><u>\$ 62,132</u></u>

See accompanying notes.

GC Franchising, LLC

Statements of Cash Flows

For the years ended December 31,	2023	2022	2021
Cash flows from operating activities:			
Net income	\$ 361,298	\$ 234,927	\$ 130,382
Adjustments to reconcile net income to net cash provided by operating activities:			
Amortization	1,400	1,400	1,400
Depreciation	24,867	14,018	3,949
Accounts receivable	-	-	13,155
Accrued taxes payable	20	1,448	-
Total adjustments	<u>26,287</u>	<u>16,866</u>	<u>18,504</u>
Net cash provided by operating activities	<u>387,585</u>	<u>251,793</u>	<u>148,886</u>
Cash flows from investing activities:			
Purchase of fixed asset	-	(65,091)	(29,986)
Net cash used in investing activities	<u>-</u>	<u>(65,091)</u>	<u>(29,986)</u>
Cash flows from financing activities:			
Note payable repayments	-	(27,778)	(1,477)
Distributions to members	(386,452)	(184,776)	(93,375)
Net cash used in financing activities	<u>(386,452)</u>	<u>(212,554)</u>	<u>(94,852)</u>
Net (decrease) increase in cash	1,133	(25,852)	24,048
Cash - January 1	<u>133</u>	<u>25,985</u>	<u>1,937</u>
Cash - December 31	<u><u>\$ 1,266</u></u>	<u><u>\$ 133</u></u>	<u><u>\$ 25,985</u></u>

See accompanying notes.

Notes to the Financial Statements

December 31, 2023, 2022, and 2021

1. Nature of Business

GC Franchising, LLC ("the Partnership") was formed on March 1, 2013. The Partnership was formed and is authorized to sell franchises in Connecticut, Delaware, Ohio, Illinois, Indiana, Maryland, Michigan, New Jersey, New York, North Carolina, Pennsylvania and Virginia for clearing geese from property.

2. Summary of Significant Accounting Policies

Method of Accounting

The accompanying financial statements have been prepared on the accrual basis in accordance with generally accepted accounting principles. The Partnership files their tax returns on the modified cash basis.

Recently Adopted Accounting Guidance Allowance for Credit Losses

In June 2016, the FASB issued ASU 2016-13, "Financial Instruments – Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments", with subsequent amendments, which requires companies to measure expected credit losses for financial assets based on historical experience, current conditions and reasonable and supportable forecasts. As such, an entity will use forward-looking information to estimate credit losses. On January 1, 2023, the Company adopted the new accounting standard and performed an evaluation of the applicable criteria, including the aging of its trade receivables, recent write-off history, and reasonable and supportable forecasts that could impact the collectability of the amounts. As a result of this evaluation, the Company determined that no adjustments were required to the level of its allowance for bad debts.

The impact of the adoption was not considered material to the financial statements and primarily resulted in disclosures only.

Fair Value Measurements

FASB ASC 820-10, *Fair Value Measurements and Disclosures*, defines fair value and establishes a framework for measuring fair value. The fair values of the Partnership's financial assets and liabilities approximate their carrying amounts, either because the expected collection or payment period is relatively short or because the terms are similar to market terms. The provisions of FASB ASC 820-10 do not have a material impact on the Partnership's financial condition, results of operations and cash flows.

FASB ASC 820-10 is effective for non-financial assets and liabilities that are recognized in the financial statements at fair value on a non-recurring basis. These non-financial assets include property and equipment. Under FASB ASC 820-10, any subsequent fair value measurements would be made in accordance with the requirements of the FASB ASC 820-10 relating to long-lived assets, goodwill, and other intangible assets.

Notes to the Financial Statements

December 31, 2023, 2022, and 2021

2. Summary of Significant Accounting Policies (Continued)**Advertising Expense**

The Partnership follows the policy of charging the costs of advertising to expense as incurred. For the years ended December 31, 2023, 2022, and 2021 the Partnership incurred \$0, \$15,087, and \$18,943, respectively, in advertising expenses.

Adoption of Accounting Policy

On January 28, 2021, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update (ASU) 2021-02, Franchisors – Revenue from Contracts with Customers (Subtopic 952-606): Practical Expedient. The amendment in ASU 2021-02 provides a practical expedient that permits franchisors that are not public business entities (PBEs) to account for pre-opening services provided to a franchisee as distinct from the franchise license if the services are consistent with those included in a predefined list within the ASU.

The Partnership has elected to use the practical expedient and has made an accounting policy election to recognize the pre-opening services as a single performance obligation.

Cash

For purposes of reporting cash flows, cash includes cash on hand and amounts held in bank accounts with original maturities of three months or less.

Concentration of Credit Risk

The Partnership maintains its cash balance at TD Bank which, at times, may exceed federally insured limits. The Partnership has not experienced any losses in this account. The Partnership believes it is not exposed to any significant credit risk on cash. For the years ended December 31, 2023, 2022, and 2021, the Partnership did not have any funds in excess of federally insured amounts.

Accounts Receivable

Accounts receivable was zero as of December 31, 2023, 2022, and 2021.

Notes to the Financial Statements

December 31, 2023, 2022, and 2021

2. Summary of Significant Accounting Policies (Continued)

Property and Equipment

Property and equipment are recorded at cost. Depreciation is provided using primarily federally prescribed rates, which are not materially different from normal depreciation methods, and the straight line method with depreciation periods as set forth below:

	Years
Vehicles	5

Expenditures for maintenance and repairs are charged to operating expenses, and expenditures or additions which increase the useful lives of the assets are capitalized. Depreciation expense for the years ended December 31, 2023, 2022, and 2021 was \$24,866, \$14,018, and \$3,949, respectively.

Revenue Recognition

The Partnership derives its revenues primarily from franchise fees. Revenues are recognized over time in accordance with the terms of the franchise agreement. The services of allowing the franchisee to use the Partnership's intellectual property, along with any fees received for pre-opening services on new locations, are interdependent and not distinct, which are deemed to represent a single performance obligation by the Partnership. The Partnership does not have any significant financing components as payment is received monthly in accordance with the agreement.

Variable Considerations

The Partnership does not have any significant variable considerations or contract modifications that have affected the transaction price to the franchisees.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Notes to the Financial Statements

December 31, 2023, 2022, and 2021

3. Income Taxes

The Partnership is a limited liability company for federal and state tax purposes. Income taxes are the personal responsibility of the members. New Jersey has enacted legislation that allowed the Partnership to make an annual election to treat the New Jersey tax liability as an entity level tax.

For the years ended December 31, 2023, 2022 and 2021, GC Franchising, LLC elected to treat the New Jersey tax liability as an entity level tax. For the years ended December 31, 2023, 2022 and 2021 there is a current provision for the New Jersey pass through entity level tax but no provision for federal taxes.

The Partnership adopted the provisions of FASB ASC 740, *Accounting for Uncertainty in Income Taxes*, relating to uncertain tax positions. The Partnership does not believe they have any unrecognized uncertain tax positions, which if recognized would materially affect the Partnership's financial position as of December 31, 2023, 2022 and 2021. The Partnership is treated as a pass-through entity for income tax purposes and the members would be responsible for any income tax deficiencies assessed against the Partnership.

The Partnership's federal income tax returns for 2023, 2022, and 2021 are subject to examination by the IRS, generally for three years after the returns of the owners of the entities were filed. In addition, the Partnership's state income tax returns for the same years are subject to examination by state tax authorities for similar time periods.

4. Organization Costs

The costs to form the Partnership are being amortized over 15 years. Amortization expense was \$1,400 for each of the years ended December 31, 2023, 2022, and 2021.

5. Long Term Debt

Long term debt was repaid as of December 31, 2022.

6. Significant Customers

The Partnership collects franchise fees from significant customers, defined as greater than 10% of total fees, as follows:

	<u>2023</u>	<u>2022</u>	<u>2021</u>
Number of significant customers	3	2	4
Percent of fees	62.7%	46.9%	77.0%

Notes to the Financial Statements

December 31, 2023, 2022, and 2021

7. Supplementary Disclosures of Cash Flow Information

Cash paid during the year ended December 31, 2023 for:

State taxes	\$ 23,748
-------------	-----------

8. Subsequent Events

Subsequent events were evaluated by management through April 20, 2024, which is the date the financial statements were available to be issued. The Partnership is not aware of any significant subsequent events which would require recognition or disclosure in the financial statements.

APPENDIX F .1. A



GC FRANCHISING, LLC STANDARD FRANCHISE AGREEMENT

Table of Contents

Nature and Scope of Agreement.....	1
License.....	2
Adjustments to Territory	2
National Accounts Program.....	2
Industrial Clients.....	3
Internet Sales	3
Surveys	3
Initial Term.....	3
Renewal	3
Conditions of Renewal.....	3
GC Franchising, LLC Review.....	3
Statutory Limitations	5
License Fees	5
Initial License Fee.....	5
Royalty Fee	5
Standard Franchise Operations Manual.....	5
Modifications of the Geese Chasers Program.....	6
Services by GC Franchising, LLC	6
General Assistance.....	6
Training	6
Performance Standards and Uniformity of Operation	7
General Standards and Specifications	7
GC Franchising, LLC Inspections.....	7
Operation of the Franchise.....	7
Purchase of Services and/or Products Only from GC Franchising, LLC.....	8
Approved Items/Services.....	8
Sales Only to End-User	8
Retail Prices.....	8
Warranties	9
Compliance with Law	9
Taxes and Other Indebtedness	9
Accounting Software	9
Marketing Program.....	9
Advertising by Franchisee	9
Minimum Performance Standards.....	9
Reports, Bookkeeping and Audit Rights	10
Monthly Reports.....	10
Annual Reports	10

Bookkeeping	10
GC Franchising, LLC's Audit Rights	10
Trademarks	11
Relationship of Parties; Franchisee as Independent Contractor	12
Confidentiality	13
Interest	13
Insurance	13
Transfers	14
Transfer by GC Franchising, LLC	14
Transfer by Franchisee	14
Transfer to Franchisee's Corporation or Limited Liability Company ("LLC")	16
GC Franchising, LLC's Right of First Refusal	16
Termination by Franchisee	17
Termination by GC Franchising, LLC	17
Automatic Termination Without Notice	17
Termination Upon Notice	18
Termination Upon Expiration of Cure Period	20
Non-waiver	20
Statutory Limitations	20
Effect of Expiration or Termination	21
Covenant Not to Compete	22
Approvals and Waivers	22
Indemnification	23
Dispute Resolution	23
Entire Agreement	24
Governing Law	24
Effect of State Laws; Severability	25
Notices	25
Application of Payments from Franchisee	26
Business Judgment	26
Representations by Franchisee	27

Exhibit A- Territory

GC FRANCHISING, LLC STANDARD FRANCHISE AGREEMENT

THIS STANDARD FRANCHISE AGREEMENT ("Agreement") is made as of the ___ day of ___ 20__ Effective Date"), by and between GC FRANCHISING, LLC, a New Jersey limited liability company whose address is 4 Milton Drive, Medford, New Jersey 08055 ("GC Franchising, LLC"), and ___ whose address is ___ ("Franchisee").

____ (Owner name in event a company is purchasing this franchise), whose address is _____ {the "Designated Owner") represents to GC Franchising, LLC that he or she is an owner of more than fifty percent {50%} of Franchisee which is a corporation or limited liability company duly and properly formed in _____. A Franchisee which is a corporation or limited liability company is sometimes referred to as a "Corporate Franchisee" in this Agreement.

THE PARTIES AGREE THAT:

In consideration of the agreements set forth below and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties, intending to be legally bound, agree as follows:

1. Nature and Scope of Agreement: License and Territory.

A. Nature and scope of Agreement.

GC Franchising, LLC, over many years and as a result of an immense expenditure of time, skill, effort and money, has developed and owns a program for selling and providing high-quality pest-control services ("Geese Chasers Program" as discussed herein). As a result of this expenditure, the Geese Chasers Program has acquired valuable goodwill and a favorable reputation in the pest-control industry and otherwise. The parties agree that this valuable goodwill and favorable reputation belongs to GC Franchising, LLC and while Franchisee has the benefit thereof during the time it is performing under this Agreement, Franchisee acquires no property rights in such goodwill or reputation, all of which at all times belongs to GC Franchising, LLC.

The distinguishing features of the Geese Chasers Program include, but are not limited to, the name "Geese Chasers", the know-how, management, training, systems, methods, techniques, and so on made available for sale or resale by GC Franchising, LLC's franchisees {"Services and/or Products"); special confidential techniques for marketing, promoting and selling the Services and/or Products; signs, emblems, trade names, trademarks, and service marks; instructional materials and training courses; the Standard Franchise Operations Manual and other manuals provided to Franchisee by GC Franchising, LLC; all of which may be changed, improved or further developed from time to time.

Franchisee wishes to be assisted, trained and licensed by GC Franchising, LLC to be a GC Franchising, LLC franchisee.

Franchisee recognizes the importance to GC Franchising, LLC, other franchisees, and to the public of maintaining the distinctive standards, qualities and attributes of Services and/or Products and services identified by the Trademarks associated with the Geese Chasers Program and is willing to maintain those standards, qualities and attributes in the operation of a GC Franchising, LLC franchise.

Franchisee desires to obtain a license and rights to use the Geese Chasers Program in the Territory, subject to the terms and conditions contained in this Agreement. Franchisee acknowledges that GC Franchising, LLC has, has had and will continue to have the basic right to use and/or license the Geese Chasers Program as it may exist, in whole or in part, and that this basic right is not being limited or changed by the terms of this Agreement. GC Franchising, LLC's exercise of those rights is not subject to the common law rules that apply to the exercise of contractual discretion. The parties recognize that over time there may be changes in the manner in which GC Franchising, LLC, its competitors and the users of its Services and/or Products engage in business, and have recognized and addressed that possibility by explicitly defining the scope of authority granted to Franchisee as provided herein.

B. License.

GC Franchising, LLC grants to Franchisee the right, subject to the conditions set forth in this Agreement, to use the Geese Chaser name, program, and to GC Franchising, LLC for resale, only at those locations identified in attached Exhibit A ("Territory"), as adjusted in accordance with this Agreement. Subject to the provisions of Sections 1.D., 1.E. and 1.F. during the term of this Agreement, GC Franchising, LLC shall not sell, or license others to sell, Services and/or Products at those locations identified in the Territory.

Franchisee shall not be entitled to use the Geese Chasers Program or sell Services and/or Products at any location not identified in the Territory even if the location is adjacent to, or near, a location on Franchisee's Territory, or to any customer of Franchisee who moves to a location not identified in the Territory. If Franchisee desires to use the Geese Chasers Program or sell Services and/or Products at any location not identified in the Territory, Franchisee shall notify Franchisee's field management contact and request that the additional location(s) be added to the Territory. GC Franchising, LLC, in its sole business judgment, which will not be unreasonably withheld, shall determine whether these location(s) will be added to Franchisee's Territory.

c. Adjustments to Territory.

Regular visits and/or calls by Franchisee to customers, high quality service to customers and the solicitation of potential customers in Franchisee's Territory are essential elements of the Geese Chasers Program. Accordingly, GC Franchising, LLC reserves the right to adjust Franchisee's Territory and thereby change the number and/or location of customers in the Territory if GC Franchising, LLC determines in its sole business judgment that such changes are necessary because of existing or future competition, inadequacy of service to customers, inadequacy of solicitation of potential customers, or for such other reasons as GC Franchising, LLC deems relevant. GC Franchising, LLC shall provide Franchisee written notice of an adjustment to Franchisee's Territory at least ten (10) days prior to the adjustment taking effect.

D. National Accounts Program.

GC Franchising, LLC exclusively reserves the right to develop and operate the GC Franchising, LLC National Accounts Program, through which Services and/or Products are sold and/or distributed to customers and purchasers on a national or regional contract basis. Franchisee shall receive a brokerage fee on sales made through the GC Franchising, LLC National Accounts Program directly to purchasers identified on Franchisee's Territory, according to a commission schedule published from time to time by GC Franchising, LLC. The policies and procedures pertaining to the GC Franchising, LLC National Accounts Program shall be prepared by GC Franchising, LLC and made available to Franchisee, and are subject to change from time to time.

E. Industrial clients.

GC Franchising, LLC exclusively reserves to itself the right to contact and sell, directly or indirectly, Services and/or Products to industrial users, airports, stadiums, railroads, manufacturers, central purchasing offices, government installations and institutions (including schools) and all other potential customers for whom special procurement procedures are required ("Industrial Client(s)"). GC Franchising, LLC may, but is not obligated to, include that Industrial Client in Franchisee's Territory only for the purpose of permitting Franchisee to sell Services and/or Products to those Industrial Clients. The determination whether a customer, in whole or in part, is an Industrial Client shall be made by GC Franchising, LLC in its sole business judgment.

E. Internet Sales.

GC Franchising, LLC reserves the right to operate an internet program, through which Services and/or Products are sold and/or distributed directly to internet purchasers, which may include customers at locations in the Territory who elect to make a purchase from GC Franchising, LLC through the internet. Except as otherwise permitted under the Geese Chasers Program, Franchisee may not use the internet, including social media sites or commercial sites such as eBay or Craig's List to sell Services and/or Products or Approved items/services, without prior written permission from GC Franchising, LLC.

G. Surveys.

GC Franchising, LLC may make such surveys of customers and potential customers in Franchisee's Territory as GC Franchising, LLC, in its sole business judgment, believes are necessary or advisable for the purpose of determining the number of customers and/or potential customers on Franchisee's Territory, the frequency and quality of Franchisee's service to customers or for any other purpose that GC Franchising, LLC reasonably determines is appropriate.

2. Initial Term.

The initial term of this Agreement and the franchise granted by this Agreement shall be ten (10) years from the Effective Date unless sooner terminated according to Sections 19 or 20 of this Agreement.

3. Renewal.

Franchisee may, at Franchisee's option, renew this Agreement for one additional term of five (5) years, subject to the following Conditions of Renewal which must be met prior to renewal:

A. Conditions of Renewal.

(1) Franchisee gives GC Franchising, LLC written notice of Franchisee's intention to renew not less than nine (9) months nor greater than twelve (12) months prior to the end of the initial term;

(2) Franchisee meets all new standards for standard franchisees in effect at the time of such notice of intent to renew and complies with the terms of the Standard Franchise Operations Manual, as amended from time-to-time, and undertaking all other changes to Franchisee's operation as GC Franchising, LLC may reasonably require in order to reflect the then-current standards, image and requirements of the Geese Chasers Program;

(3) Franchisee is in compliance with all provisions of this Agreement, any amendment to this Agreement or successor agreement, or any other agreement between

Franchisee and GC Franchising, LLC or its subsidiaries and affiliates, and Franchisee remains in compliance with all such obligations through the expiration date of the expiring term;

(4) Franchisee satisfies all monetary obligations Franchisee owes to GC Franchising, LLC and their subsidiaries and affiliates;

(5) Franchisee executes GC Franchising, LLC's then-current form of Franchise Agreement. The terms of the renewal Standard Franchise Agreement may differ from the terms of this Agreement, including, but not limited to, a higher Royalty Fee. Franchisee acknowledges that the then-current form of Standard Franchise Agreement will be amended to provide for a renewal term of five (5) years and to delete any provisions therein for additional renewal or extension and may otherwise be modified to be appropriate for a renewal franchise;

(6) Franchisee and each of its owners in the case of a Corporate Franchisee executes a general release, in a form satisfactory to GC Franchising, LLC, of any and all claims against GC Franchising, LLC and its subsidiaries and affiliates and their respective past and present officers, directors, shareholders, agents and employees, in their corporate and individual capacities, including, without limitation, claims arising under federal, state and local laws, rules and ordinances, and claims arising out of, or relating to, this Agreement, any other agreements between GC Franchising, LLC, their subsidiaries and affiliates and Franchisee and Franchisee's operation of the franchise, but excluding any claims the release of which are prohibited by applicable law;

(7) Franchisee complies with all then-current qualifications and training requirements;

(8) Franchisee pays GC Franchising, LLC a renewal fee in then applicable amount, currently \$25,000;

and

(9) Franchisee has not engaged in activities that GC Franchising, LLC, in its sole business judgment, believes would impair the basis for a satisfactory future relationship between the parties.

B. GC Franchising, LLC Review.

On receipt of a written notice of intention to renew, GC Franchising, LLC will evaluate Franchisee's operation and advise Franchisee of any and all of the outstanding renewal conditions described above, and any operational deficiencies that may affect Franchisee's exercise of its renewal option. If Franchisee does not cure the deficiencies or meet the conditions of the renewal evaluation, GC Franchising, LLC will notify Franchisee in writing at least six (6) months prior to the expiration date of the current term, that the renewal option is extinguished and that this Agreement will not be renewed.

C. Statutory Limitations.

If applicable law requires a standard of nonrenewal, or a notice and/or cure period prior to nonrenewal that is different from that set forth in this Section 3, this Agreement shall be deemed amended to conform to the minimum standard, or notice and/or cure period required by such applicable law or regulation. GC Franchising, LLC intends to deliver any required additional notice, and this Agreement shall remain in effect on a month-to-month basis only until Franchisee has received such required additional notice.

4. **License Fees.**

A. Initial License Fee.

Franchisee has paid GC Franchising, LLC an Initial License Fee of Fifty Thousand Dollars (\$50,000) to become a Standard Franchisee. The Initial License Fee was paid in consideration of GC Franchising, LLC initially granting this franchise, it was fully earned at the time paid, and it is not refundable for any reason, except in the event that Franchisee fails training and no longer desires to, or is no longer permitted to, pursue the operation of the franchise, in which case Franchisee shall receive a refund in the amount of ten percent (10%) of the franchise fee. This refund is not applicable after Franchisee's Franchise has opened for business.

B. Royalty.

In addition to all other amounts to be paid by Franchisee to GC Franchising, LLC, Franchisee shall pay GC Franchising, LLC a Royalty. The Royalty percentage is calculated on Gross Revenue due to your Geese Chasers Franchise for services performed/products sold ("Royalty"). "Gross Revenue" means cash, credit-card, debit card and wire transfer receipts or amounts then due from any client or customer of Franchisee less any refunds to any client or customer; provided that refunds applicable to Gross Revenue shall be credited against the Gross Revenue in the month in which the refund is applicable. Annual Gross Revenue is determined based upon a calendar year. A reduction in your Franchise royalty percentage will occur in the calendar year following your Franchise attaining the annual Gross Revenue set forth in the chart above. If Annual Gross Revenue declines below the range set forth below, your Monthly Royalty Percentage will increase to the Monthly Royalty Percentage that corresponds to the prior year Annual Gross Revenue. We must receive your payments on or before the tenth (10th) day of the month following the close of each calendar month based upon collected Gross Revenue for the preceding calendar month.

Annual Gross Revenue	Monthly Royalty Percentage
\$0 - \$499,000	10%
\$500,000 - \$999,999	9%
\$1,000,000 +	8%

5. **Standard Franchise Operations Manual.**

Franchisee acknowledges receipt on loan of access to the Standard Franchise Operations Manual ("Operations Manual") which may be provided to Franchisee in paper format, electronic format (including posting on a GC Franchising, LLC sponsored intranet site) or any combination thereof. Franchisee agrees to ensure that the Operations Manual is kept confidential and Franchisee keeps up-to-date with all modifications provided by GC Franchising, LLC, agrees not to reproduce the Operations Manual or any part of it, and agrees not to disclose the contents of the Operations Manual to anyone. GC Franchising, LLC (and its subsidiaries or affiliates as applicable) shall provide Franchisee in a format or formats designated by GC Franchising, LLC with all periodic updates, additions, and deletions to the Operations Manual. Upon termination of this Agreement, Franchisee shall return to GC Franchising, LLC all copies of Operations Manuals and other manuals Franchisee has received and/or copied. Franchisee agrees to operate their Franchise in accordance with the terms of the Operations Manual.

6. Modifications of the Geese Chasers Program.

GC Franchising, LLC (and its subsidiaries and affiliates), in its sole business judgment, shall be entitled from time to time to change or modify the GC Franchising, LLC Program, including, but not limited to, the addition or deletion of Services and/or Products, the adoption of new administrative forms, the adoption and use of new or modified Trademarks or the deletion of Trademarks or copyrighted materials, and modifications of methods for selling Services and/or Products. The Geese Chasers Program is contained in the Operations Manual and those other materials as GC Franchising, LLC (or its subsidiaries and affiliates) may provide to Franchisee. Franchisee shall accept and use within a reasonable period of time any changes or modifications in the Geese Chasers Program as if they were a part of the Geese Chasers Program at the time of execution of this Agreement, and Franchisee shall make such expenditures as such changes or modifications in the Geese Chasers Program may require.

GC Franchising, LLC and Franchisee acknowledge that compliance with the requirements of this Agreement and the Geese Chasers Program and the goal of maintaining a competitive Geese Chasers Program involves ongoing expenditures of different types and may also involve costs incident to changes in operation, which GC Franchising, LLC and Franchisee each separately bear as part of their individual ordinary courses of business.

7. Services by GC Franchising, LLC.

Provided that Franchisee has satisfied all of the conditions set forth in this Agreement, during the term of this Agreement and so long as Franchisee is not in default, GC Franchising, LLC, in the manner it deems appropriate, shall make the following services available to Franchisee:

A. General Assistance.

GC Franchising, LLC will provide Franchisee with its knowledge and expertise regarding the Geese Chasers Program, together with business forms, bookkeeping and operational methods, inventory control methods, product knowledge, and sales and marketing advice as GC Franchising, LLC deems appropriate. This assistance may be provided by a GC Franchising, LLC representative riding with Franchisee (in the case of a Corporate Franchisee, the Designated Owner) as customers are called upon, the distribution of printed and filmed material, meetings, classroom training, seminars, telephone, internet, and other electronic communications.

B. Training.

GC Franchising, LLC shall make available to Franchisee, and Franchisee (in the case of a Corporate Franchisee, the Designated Owner) shall be required to successfully complete GC Franchising, LLC's initial training program. Franchisee or Designated Owner may be required by Geese Chasers, or Franchisee or Designated Owner may wish, to attend additional training from time to time and GC Franchising, LLC may set minimum standards for the satisfactory completion of such additional training. Training programs conducted by Geese Chasers are subject to change by GC Franchising, LLC without notice and shall be at such times and places as GC Franchising, LLC reasonably may designate. No charge shall be made by GC Franchising, LLC for GC Franchising, LLC's initial training program for the Franchisee (or the Designated Owner of a Corporate Franchisee). GC Franchising, LLC reserves the right to charge for additional training programs, currently \$125.00 per hour.

8. Performance Standards and Uniformity of Operation.

Services and/or Products sold and services performed under GC Franchising, LLC's Trademarks have a reputation for high quality. This reputation has been developed and maintained by Geese Chasers, LLC and GC Franchising, LLC, and it is of the utmost importance to GC Franchising, LLC, Franchisee, and all other franchisees that this reputation be maintained through high quality service to customers and compliance with the Geese Chasers Program. In recognition of the mutual benefits which come from maintaining the reputation for quality enjoyed by the Geese Chasers Program, Franchisee shall comply with all of the following:

A. General Standards and Specifications.

Franchisee shall operate the franchise, render all services, sell all Services and/or Products and make all payments due to GC Franchising, LLC in accordance with the specifications, standards, business practices, policies and procedures of GC Franchising, LLC now in effect or subsequently published for its franchisees, and comply with all written requirements of the Geese Chasers Program, including any changes that may be made to it from time to time.

B. GC Franchising, LLC Inspections.

GC Franchising, LLC and its duly authorized representatives shall have the right to inspect Franchisee's operations, including, without limitation, speaking with Franchisee's customers, conducting an inventory of the Services and/or Products and other items, and accompanying Franchisee in visits with Franchisee's customers (in the case of a Corporate Franchisee, the Designated Owner) to ensure that Franchisee is complying with all requirements of the Geese Chasers Program. Franchisee shall cooperate fully with such inspections and, unless otherwise provided in a written agreement between GC Franchising, LLC and Franchisee, Franchisee shall immediately take such steps as may be necessary to correct any deficiencies detected during such inspections in accordance with the Geese Chasers Program, including, but not limited to, ceasing further use or sale of any merchandise that does not conform with GC Franchising, LLC's standards and requirements.

C. Operation of the Franchise.

Unless otherwise permitted by GC Franchising, LLC in writing, Franchisee (in the case of a Corporate Franchisee, the Designated Owner) alone shall make regular sales and service calls on potential customers and may not use anyone else to make such calls unless such person has been through the Training. Franchisee shall use Franchisee's best efforts to promote aggressively and develop fully the sales of Services and/or Products in the Territory in order to maximize the sale of Services and/or Products. Unless otherwise excepted by GC Franchising, LLC in writing, Franchisee (in the case of a Corporate Franchisee, the Designated Owner) shall call on every potential customer in the Territory with regularity in order to maximize the sale of Services and/or Products and provide the service expected by GC Franchising, LLC customers. Franchisee (in case of a Corporate Franchisee, the Designated Owner) shall refrain from engaging in activities that would conflict with these purposes and shall devote full business attention and efforts to these purposes. Franchisee and the Designated Owner in the case of a Corporate Franchisee shall, at all times, act in a competent, fair, honest, ethical, and courteous manner in accordance with the image and reputation of GC Franchising, LLC and the Geese Chasers Program, and maintain a neat and clean appearance. Franchisee acknowledges that the license granted to Franchisee under this Agreement has been granted by GC Franchising, LLC based on the business, marketing and operational skills, financial capacity and personal character of Franchisee or in the case of a Corporate Franchisee, the Designated Owner. Therefore, in the case of a Corporate Franchisee, the personal participation of the Designated Owner in the operation of the franchise is required.

D. Purchase of services and/or Products Only from GC Franchising, LLC.

Franchisee must purchase all Services and/or Products offered for sale by Franchisee only from GC Franchising, LLC. GC Franchising, LLC believes that it is particularly important that its franchisees have new Services and/or Products available for sale to their customers. Therefore, Franchisee must purchase a representative quantity, as determined by GC Franchising, LLC, of new Services and/or Products introduced from time to time by GC Franchising, LLC.

E. Approved Items/Services.

Except as otherwise provided below, in the operation of the franchise, Franchisee may sell only Services and/or Products. Franchisee may sell or offer for sale different services or merchandise other than Services and/or Products only with GC Franchising, LLC's express, prior written consent, not to be unreasonably withheld, which consent subsequently may be revoked by GC Franchising, LLC ("Approved"). Franchisee shall give GC Franchising, LLC written notice of Franchisee's desire to sell any of these additional items sufficiently in advance of offering them for sale so that GC Franchising, LLC may verify manufacturer and specification data and examine such merchandise for conformity with the appearance, uniformity, quality and other specifications of GC Franchising, LLC. GC Franchising, LLC periodically may require that the examination be performed again to ensure that the manufacturer continues to meet GC Franchising, LLC's specifications. GC Franchising, LLC shall be entitled to, and likely will, refuse to approve merchandise as Approved if such merchandise directly competes with any of the Services and/or Products. GC Franchising, LLC's consent to Franchisee's sale of Approved shall be conditioned on GC Franchising, LLC's receipt and approval of a requested service's or product's implications on your liability insurance policy (or a certificate of insurance) with coverage limits and other terms reasonably satisfactory to GC Franchising, LLC from time-to-time, which policy shall name GC Franchising, LLC as an additional insured. If GC Franchising, LLC revokes its consent to any item or service as Approved, Franchisee shall cease selling such merchandise within thirty (30) days of notification from GC Franchising, LLC. Franchisee shall be responsible for reporting all purchases and sales of Approved to GC Franchising, LLC on forms provided by GC Franchising, LLC.

F. Sales Only to End-User.

Franchisee shall sell the Services and/or Products and Approved items/services only to retail customers at locations in the Territory and shall not sell the Services and/or Products or Approved to any person or entity for resale.

G. Retail Prices.

GC Franchising, LLC may periodically provide Franchisee with one or more suggested retail price lists for the Services and/or Products. Franchisee shall generally be entitled to sell the Services and/or Products at prices determined by Franchisee; however, Franchisee agrees that to the extent permitted under applicable law, GC Franchising, LLC may require that the Franchisee sell in accordance with pricing guidelines issued by GC Franchising, LLC.

H. Warranties.

Franchisee shall assist GC Franchising, LLC in honoring all warranties on the Services and/or Products. Franchisee understands that warranty service for the customer is an important part of the Geese Chasers Program and that Franchisee will be required to arrange for corrective service for customer Services and/or Products without cost to GC Franchising, LLC. The terms of GC Franchising, LLC's warranties may be changed by GC Franchising, LLC from time to-time in its sole business judgment. Franchisee shall be solely responsible for

honoring warranties on Approved items/services sold by Franchisee.

I. Compliance with Law.

Franchisee shall comply with all laws, ordinances, and regulations affecting the operation of the franchise.

J. Taxes and Other Indebtedness.

Franchisee shall pay when due all taxes levied and assessed, including, without limitation, sales, use, personal property, income and other taxes, and all accounts and other indebtedness of every kind incurred by Franchisee in the conduct of the franchise and shall indemnify GC Franchising, LLC, Geese Chasers and their affiliates, officers, agents, employees, etc., from any failure to pay such taxes.

K. Accounting Software.

Franchisee, at Franchisee's own expense, is required to use the accounting software designated from time to time by GC Franchising, LLC. Franchisee understands that if GC Franchising, LLC changes the accounting software type during the term of this Franchise Agreement, Franchisee may, at GC Franchising, LLC's discretion, be required to change to the new accounting software at Franchisee's own expense.

L. Marketing program.

In order to promote uniformity in the Geese Chasers Program, you are required to participate in GC Franchising, LLC's Marketing Program, which consists of signage and print collateral used in connection with promotional programs offered by GC Franchising, LLC. GC Franchising, LLC may modify or terminate this program at any time.

M. Advertising by Franchisee.

Franchisee is not required to engage in any advertising. If Franchisee decides to conduct any advertising, advertising and promotional materials may be purchased from any source; however, any advertising or promotional materials not purchased from GC Franchising, LLC shall be submitted to GC Franchising, LLC at least sixty (60) days prior to use for GC Franchising, LLC's approval. GC Franchising, LLC's approval rights shall be limited to matters of good taste, truthfulness, use of GC Franchising, LLC's Trademarks, and quality of image, and shall not be unreasonably withheld. Unless GC Franchising, LLC notifies Franchisee of objections to the materials within sixty (60) days after receipt by GC Franchising, LLC, the materials shall be deemed approved.

N. Reports. Bookkeeping and Audit Rights.

1) Monthly Reports.

Each month, GC Franchising, LLC, has the right to request, and, upon such request, Franchisee shall inform GC Franchising, LLC (in such form as GC Franchising, LLC may require) of the amount of Services and/or Products sold and Approved items/services purchased and sold in the past month, collections made in the past month, the amount of inventory on hand and such other information as GC Franchising, LLC reasonably may request from time to time.

2) Annual Reports.

Franchisee shall, upon request from GC Franchising, LLC, furnish GC Franchising, LLC within ninety (90) days after the end of a calendar year, with a profit and loss statement for the franchise for the calendar year and a balance sheet for the franchise as of the end of the calendar year in a format prescribed by GC Franchising, LLC. These financial statements shall be prepared by an independent accountant and, if requested by GC Franchising, LLC, certified by the accountant to present fairly, in all material respects, Franchisee's results of operations and financial condition.

3) Bookkeeping.

Franchisee shall keep and maintain complete and accurate books and records of Franchisee's business operations in the form and manner prescribed in the Geese Chasers Program. Franchisee shall preserve all books, records and tax returns applicable to the franchise for at least five (5) years after preparation and make them available to GC Franchising, LLC upon request.

4) GC Franchising, LLC's Audit Rights.

GC Franchising, LLC shall have the right at reasonable times, both during and after the term of this Agreement, to examine Franchisee's books, records (including the stock records or other evidence of ownership of Franchisee, if this Agreement is issued to or assigned, as permitted in this Agreement, to a Corporate Franchisee) and tax returns, and such other forms, reports, information and data as GC Franchising, LLC reasonably may designate concerning the operation of the franchise. In the event any examination or audit shall disclose any breach of this Agreement or any other agreement between GC Franchising, LLC or its affiliates and Franchisee, and if such examination or audit is made necessary by Franchisee's failure to furnish reports, supporting records, financial statements or other documents or information as herein required, or to furnish such reports, records, financial statements, documents or information on a timely basis, Franchisee shall reimburse GC Franchising, LLC, within fifteen (15) days after receipt of the examination or audit report, for the cost of such audit or examination, including, without limitation, the charges and disbursements of any independent accountants and the travel expenses, room and board (if any) and compensation of GC Franchising, LLC's employees. The foregoing remedies shall be in addition to all of GC Franchising, LLC's other remedies and rights under this Agreement or applicable law.

Q. Monthly Franchisee Meetings.

To assist Franchisee in operations, GC Franchising, LLC conducts monthly franchisee meetings through telephone conference or video conference among all franchisees. Franchisee agrees to participate in the pre-scheduled monthly franchisee meetings. GC Franchising LLC shall take attendance. Failure to three (3) monthly franchisee meetings during one (1) calendar year shall be a default under this Agreement and your franchise shall be subject to termination under Paragraph 18B of this Agreement.

P. Franchise Retreat.

Franchisee shall attend an annual Franchise retreat in person. Locations and dates of the annual Franchise retreat will be determined by GC Franchising, LLC. The cost of attendance including travel and lodging are obligations of Franchisee.

Q. Trade Shows.

Franchisee shall secure and attend vendor space at a minimum of three (3) annual association conferences or trade shows each calendar year. GC Franchising, LLC will provide Franchisee with recommended annual association conference or trade shows to Franchisee; however, Franchisee shall have the discretion to determine which annual association conferences or trade shows Franchisee will attend. The cost of attending such annual association conferences or trade shows shall be an obligation of the Franchisee.

9. Minimum Performance Requirements.

Franchisee must achieve Gross Revenue of \$100,000 by the end of first year of operations. The first year of operations shall commence beginning the first day of the first month following the completion of all training and pre-opening obligations of GC Franchising, LLC.

Franchisees failure to meet this minimum performance requirements constitutes a material breach under your Franchise Agreement, permitting GC Franchising, LLC to terminate your franchise, refuse to enter into a renewal agreement with you, reduce the size of your territory, and/or terminate your territorial rights. In the event Franchisee fails to attain the minimum performance requirement under this Paragraph, Franchisee shall have sixty (60) days to present GC Franchising LLC a mutually acceptable plan to remedy the failure to meet the minimum performance obligations. GC Franchising LLC shall have the right to approve any such plan. If Franchisee fails to meet Franchisee's obligations under such plan, GC Franchising shall have the right to terminate the Franchise Agreement and/or exercise all other remedies sets forth in this Paragraph.

10. OMITTED

11. Trademarks.

The term "Trademarks" as used in this Agreement refers to all words, symbols, designs, trade names, service marks or combinations thereof used to identify the Geese Chasers Program and the Services and/or Products sold and services performed in connection with the Geese Chasers Program. Franchisee shall use the Trademarks only in the manner approved by GC Franchising, LLC. GC Franchising, LLC shall, from time to time, advise Franchisee of which Trademarks have been registered and any additions or deletions to the Trademarks and Franchisee's right to use the Trademarks shall be deemed modified by those additions or deletions.

Franchisee's right to use the Trademarks is limited to the operation of the franchise and as may be expressly provided in this Agreement and the Operations Manual. Franchisee agrees to use the Trademarks in the identification and conduct of Franchisee's franchise business. Franchisee shall identify himself as the independent owner of the franchise business in the manner GC Franchising, LLC prescribes and Franchisee shall not include any other trademark or trade name in the identification of the franchise or the conduct of Franchisee's franchise business. Franchisee shall not use any Trademark as part of any corporate or trade name or with any prefix, suffix or other modifying words, nicknames, terms, designs or symbols, or in any modified form (including, without limitation, any local or special adaptations or artistic variations of any of the Trademarks), nor may Franchisee use any Trademark in connection with the sale of any unauthorized product or service or in any other manner not expressly authorized in writing by GC Franchising, LLC. Franchisee shall not use any Trademark or any other word which is confusingly similar to any Trademark (for example, "geesechaser", "goose chaser") as an Internet domain name, an electronic mail address, or an Internet web page address, or any part thereof (for example, JoeSmithGooseService.com) or as any other identifier in any form of

electronic communication and Franchisee must obtain GC Franchising, LLC's prior written approval prior to any use of the Trademarks in electronic commerce, including but not limited to all forms of electronic or computer communication. Franchisee agrees to display the Trademarks prominently and in the manner GC Franchising, LLC prescribes on signs, forms and other materials and articles. Further, Franchisee agrees to give such notices of trademark or service mark ownership or registration and copyrights as GC Franchising, LLC specifies and to obtain such fictitious or assumed name registration as may be required under applicable law. Any and all uses of any of the Trademarks shall be subject to GC Franchising, LLC's prior written approval, and a request for such approval shall include such information and samples as GC Franchising, LLC may require. If local laws or ordinances require that Franchisee file an affidavit of doing business under a fictitious name, Franchisee shall include in that filing an indication that the filing is made "as an authorized franchisee of GC Franchising, LLC, Medford, New Jersey." In no event may Franchisee file any record or sign any form indicating Franchisee is "d/b/a GC Franchising, LLC" or "doing business as GC Franchising, LLC." Franchisee shall use the symbol ® with all registered trademarks and the symbol ™ with all other trademarks or service marks so as to protect GC Franchising, LLC's ownership rights.

In the event GC Franchising, LLC should elect to use a name other than "GC Franchising, LLC" to identify the Geese Chasers Program, GC Franchising, LLC may select another name and the Geese Chasers Program and this Agreement shall be deemed amended to substitute that name. If GC Franchising, LLC determines, in its sole business judgment, that Franchisee should modify or discontinue use of any Trademark and/or use one or more additional or substitute trademarks or service marks, Franchisee agrees to comply promptly therewith after notice thereof by GC Franchising, LLC. Franchisee shall be responsible for all expenses incurred in modifying or discontinuing the use of a Trademark or substituting therefore a different trademark or service mark, and GC Franchising, LLC shall not be obligated to reimburse Franchisee for any loss of goodwill by the franchise associated with any modified or discontinued Trademark or for any expenditures made by Franchisee to promote a modified or substitute trademark or service mark.

Franchisee agrees that nothing in this Agreement shall give to Franchisee any right, title or interest in the Trademarks (except the right to use the Trademarks in accordance with the terms of this Agreement); that the Trademarks are the sole property of GC Franchising, LLC and its affiliates; that Franchisee shall not directly or indirectly contest the validity of GC Franchising, LLC's or its affiliates ownership of the Trademarks (whether during or after the term of this Agreement); and that any and all uses by Franchisee of the Trademarks and the goodwill arising therefrom shall inure exclusively to the benefit of GC Franchising, LLC and its affiliates.

Franchisee shall notify GC Franchising, LLC immediately in writing of any apparent infringement of or challenge to Franchisee's use of any Trademark, or any claim by any person other than Geese Chasers or its affiliates of any rights in any Trademark or any similar trade name, trademark or service mark, of which Franchisee becomes aware. Franchisee shall not communicate with any person other than GC Franchising, LLC and its affiliates and their counsel in connection with any such infringement, challenge or claim. GC Franchising, LLC and its affiliates shall have sole discretion to take such action as they deem appropriate and the right to control exclusively any litigation, trademark proceeding or any other administrative proceeding arising out of any such infringement, challenge or claim or otherwise relating to any Trademark. Franchisee agrees to execute any and all instruments and documents, render such assistance and do such acts and things as may, in the opinion of GC Franchising, LLC's and its affiliates' counsel, be necessary or advisable to protect and maintain Geese Chasers and its affiliates' interests in any such litigation, trademark proceeding or other administrative proceeding or otherwise to protect and maintain GC Franchising, LLC's and its affiliates' interests in the Trademarks.

GC Franchising, LLC may pursue Franchisee for breaches of this section outside of mediation and/or arbitration, more specifically, through the court system as regular litigation, including injunctive relief.

12. Relationship of Parties: Franchisee as Independent Contractor.

This Agreement does not create a fiduciary or other special relationship between the parties. Franchisee is an independent contractor with entire control and direction of the franchise and its operations, subject only to the conditions and covenants established by this Agreement. No agency, employment, or partnership is created or implied by the terms of this Agreement and Franchisee (including Designated Owner in the case of a Corporate Franchisee) is not and shall not hold itself out as agent, legal representative, partner, subsidiary, joint venturer or employee of Geese Chasers (its subsidiaries or affiliates). Except as otherwise specifically provided in this Agreement or any other written agreement between Franchisee and GC Franchising, LLC (its subsidiaries or affiliates), Franchisee (including Designated Owner in the case of a Corporate Franchisee) shall have no right or power to, and shall not, bind or obligate GC Franchising, LLC (its subsidiaries or affiliates) in any way or manner whatsoever, nor represent that Franchisee or Designated Owner has any right to do so. Franchisee shall not represent, or purport to represent GC Franchising, LLC in any manner or by any medium without the express prior written approval of GC Franchising, LLC. The sole relationship between Franchisee (including Designated Owner in the case of a Corporate Franchisee) and GC Franchising, LLC (its subsidiaries and affiliates) is a commercial, arms' length business relationship and, except as may be provided elsewhere herein, there are no third-party beneficiaries to this Agreement. Franchisee's business is, and shall be kept, totally separate and apart from any that may be operated by GC Franchising, LLC (its subsidiaries and affiliates).

In all public records, in relationships with other persons, and on letterheads and business forms Franchisee shall indicate the independent ownership of the franchise and that Franchisee is solely an "authorized franchisee" of GC Franchising, LLC.

13. Confidentiality.

Franchisee acknowledges that GC Franchising, LLC owns the Geese Chasers Program, which includes, but is not limited to, GC Franchising, LLC's trade secrets, the Territory, the Operations Manual and all other manuals provided to Franchisee by GC Franchising, LLC. The Geese Chasers Program is disclosed to Franchisee in confidence and solely for the purpose of enabling Franchisee to operate the franchise, and Franchisee shall not disclose any part of it to anyone other than Franchisee's employees in the GC Franchising, LLC business, GC Franchising, LLC employees or other GC Franchising, LLC franchisees. Franchisee acknowledges that such disclosure would inflict irreparable injury on GC Franchising, LLC and that GC Franchising, LLC shall be entitled to obtain injunctive relief in addition to any other legal or equitable remedies it may have upon a breach of this Section 13.

14. Interest.

Except as otherwise expressly provided in writing, any and all amounts that shall become due and owing from Franchisee to GC Franchising, LLC shall bear interest from the date due until paid at the maximum rate permitted for loans between individuals in the state in which Franchisee resides. Except as otherwise expressly provided in writing, any and all funds held by GC Franchising, LLC for the benefit of Franchisee shall bear no interest.

15. Insurance.

Franchisee shall be responsible for all loss or damage originating in, or incurred in connection with, the operation of the franchise and for all claims or demands for damages to property or for injury, illness, or death of persons directly or indirectly resulting there from.

Franchisee shall carry the following insurance:

A. Commercial liability insurance under a comprehensive general liability form that includes coverage for bodily injury and property damage on an occurrence basis with coverage that includes product/completed operations with policy limits not less than \$1,000,000; and

B. Commercial business vehicular liability coverage for bodily injury and property damage on an occurrence basis with coverage that includes product/completed operations with policy limits not less than \$1,000,000.

Insurance coverages should reflect that GC Franchising, LLC, Geese Chasers, LLC and its subsidiaries are additional insureds under both commercial general liability and commercial business vehicular liability coverage and that GC Franchising, LLC and its subsidiaries are loss payees, as its interests may appear, under the all risks property coverage.

All policies of insurance required to be maintained by Franchisee shall be renewed at least thirty (30) days prior to the respective expiration dates of existing policies of insurance. All such policies shall contain endorsements requiring the insurer to give GC Franchising, LLC at least ten (10) days' written notice before terminating, canceling or making changes in any policy. In the event any of Franchisee's policies of insurance is canceled or not renewed, GC Franchising, LLC shall have the right, but not the obligation, to obtain the coverage for Franchisee and invoice Franchisee for the cost of the coverage, which invoice Franchisee shall pay within five (5) business days.

16. Transfers.

A. Transfer by GC Franchising, LLC.

GC Franchising, LLC shall have the right to transfer or assign all or any part of its rights and/or obligations under this Agreement to any person or legal entity.

B. Transfer by franchisee.

Franchisee agrees that the obligations of Franchisee to GC Franchising, LLC set forth in this Agreement are purely and irrevocably personal to Franchisee (in the case of a Corporate Franchisee to Designated Owner); that this Agreement is a personal services agreement; and that the personal services nature of this Agreement is not altered by the issuance or assignment (as permitted in this Agreement) of this Agreement to a Corporate Franchisee. Accordingly, Franchisee or the owners of a Corporate Franchisee shall not, directly or indirectly, sell, assign, transfer, convey, give away, pledge, mortgage or otherwise encumber any interest in this Agreement, Franchisee or the franchise without the prior written consent of GC Franchising, LLC. Any purported assignment or transfer, by operation of law or otherwise, not having the written consent of GC Franchising, LLC shall be considered null and void.

GC Franchising, LLC shall not unreasonably withhold its consent to a transfer of Franchisee's entire interest in Franchisee or the franchise business, provided the following conditions are met:

(1) Franchisee shall have first offered to sell the interest being transferred to Geese Chasers, pursuant to Section 16.D. of this Agreement, and GC Franchising, LLC shall have declined, in writing, to exercise its right of first refusal.

(2) The terms of the sale, including the price, shall not, in GC Franchising, LLC's sole business judgment, jeopardize the ability of the transferee to maintain, operate and promote the franchise and meet the financial obligations to GC Franchising, LLC, third-party suppliers and creditors. This provision shall not create any liability on the part of GC Franchising, LLC to

the transferee in the event that GC Franchising, LLC approves the transfer and the transferee experiences financial difficulties.

(3) All of Franchisee's monetary obligations to GC Franchising, LLC (and GC Franchising, LLC's subsidiaries and affiliates) and all other outstanding obligations related to the franchise (including, but not limited to, bills from suppliers, taxes, judgments and any required governmental reports, returns, affidavits or bonds) shall have been satisfied. GC Franchising, LLC reserves the right to require that a reasonable sum of money be placed in escrow to ensure that all such obligations will be satisfied. Franchisee shall also be in compliance with all provisions of this Agreement, any amendment to this Agreement or successor agreement, or any other agreement between Franchisee and GC Franchising, LLC or its subsidiaries and affiliates.

(4) Franchisee, and each of its owners if a Corporate Franchisee, shall execute a general release, in a form satisfactory to GC Franchising, LLC, of any and all claims against GC Franchising, LLC and its subsidiaries and affiliates and their respective past and present officers, directors, shareholders, agents and employees, in their corporate and individual capacities, including, without limitation, claims arising under federal, state and local laws, rules and ordinances, and claims arising out of, or relating to, this Agreement, any other agreements between GC Franchising, LLC their subsidiaries and affiliates and Franchisee and Franchisee's operation of the franchise, but excluding any claims the release of which is prohibited by applicable law.

(5) Franchisee shall execute all agreements necessary, in GC Franchising, LLC's sole business judgment, to accomplish the transfer and assumption of obligations under this Agreement. Franchisee shall also provide GC Franchising, LLC with whatever information and/or documentation regarding the transfer that GC Franchising, LLC shall request and shall comply with GC Franchising, LLC's other reasonable requirements related to the transfer.

(6) Transferee shall:

a. Demonstrate to GC Franchising, LLC's satisfaction that it meets GC Franchising, LLC's managerial, operational and business standards for a new franchisee; possesses a good moral character, business reputation, and credit rating; has the aptitude and ability to operate the franchise (as may be demonstrated by prior related business experience or otherwise); and has adequate financial resources and capital to operate the franchise; and

b. Execute GC Franchising, LLC's then-current form of Standard Franchise Agreement and other ancillary agreements (all of which may differ from this Agreement and the ancillary agreements signed by the original Franchisee) as GC Franchising, LLC may require; and

c. Successfully complete GC Franchising, LLC's initial training program required for all new franchisees; and

d. Pay GC Franchising, LLC's a transfer fee, in effect at the time of the transfer, to reimburse GC Franchising, LLC for its legal, training, and other expenses in connection with the transfer of the franchise; and

e. Execute all agreements necessary in GC Franchising, LLC's sole business judgment to accomplish the transfer and assumption of obligations under this Agreement. Transferee shall also provide GC Franchising, LLC with whatever information and/or documentation regarding the transfer that GC Franchising, LLC shall request and shall comply with GC Franchising, LLC's other reasonable requirements related to the transfer.

GC Franchising, LLC's consent to a transfer shall not constitute a waiver of any

claims it may have against Franchisee or its owners if Franchisee is a Corporate Franchisee, nor shall it be deemed a waiver of GC Franchising, LLC's right to demand exact compliance with any of the terms of this Agreement by transferee, nor shall it be deemed a waiver of GC Franchising, LLC's continuing right to give or withhold consent to any future transfers.

Franchisee shall provide transferee with information regarding the franchise being transferred and the customers to be served, as well as take all other steps that may be reasonably required to effect an orderly transition of the franchise.

C. Transfer to Franchisee's Corporation or Limited Liability Company ("LLC").

In the event Franchisee desires to transfer this Agreement to a Corporate Franchisee, Franchisee must obtain GC Franchising, LLC's prior written consent, which, in GC Franchising, LLC's sole business judgment, may be conditioned on the following requirements:

(1) The individual Franchisee shall own in excess of fifty percent (50%) of all of the stock or membership interest of the Corporate Franchisee and may transfer any such stock or interest only in accordance with Section 16.B.; and

(2) Unless prohibited by applicable law, each stock certificate or other evidence of ownership interest of the Corporate Franchisee shall have conspicuously endorsed upon its face the following legend: "Transfer or assignment of the stock or ownership interest of this company is restricted by the GC Franchising, LLC Standard Franchise Agreement between the Corporate Franchisee and GC Franchising, LLC "; and

(3) The individual Franchisee and the Corporate Franchisee shall execute an assignment document in the form specified by GC Franchising, LLC, which shall contain personal guarantees by the individual Franchisee of the obligations contained in this Agreement and all other agreements between GC Franchising, LLC (including subsidiaries and affiliates) and the individual Franchisee and/or the Corporate Franchisee, and which assignment document shall provide that the term "Franchisee" as used in this Agreement shall include the guarantor of the Corporate Franchisee's obligations; and

(4) Copies of the following documents shall have been delivered to GC Franchising, LLC at least ten (10) days prior to the assignment: (a) the Corporate Franchisee's Articles of Incorporation, by-laws, Articles of Formation, Membership Agreement or other governing documents that GC Franchising, LLC may request; (b) a photocopy of a stock certificate or other evidence of membership interest containing the legend required by Section 16.C.(2); (c) a copy of the resolution of the Corporate Franchisee's Board of Directors, Board of Members or other governing board authorizing the assumption of this Agreement, which shall be certified as correct by the Secretary of a corporation or a Member of a limited liability company; (d) such other documents that GC Franchising, LLC may request; and

(5) The transferring owner shall grant GC Franchising, LLC guarantee to secure the Corporate Franchisee's obligations to GC Franchising, LLC including the execution of any documents deemed appropriate by GC Franchising, LLC.

Franchisee agrees that the activities of the Corporate Franchisee shall be limited to the operation of the franchise and any other use of the Corporate Franchisee by Franchisee shall be considered a default under this Agreement.

D. GC Franchising, LLC's Right of First Refusal.

If Franchisee desires to sell, transfer or assign all of Franchisee's interest in the franchise, and enters into a bona fide agreement with a third-party buyer, Franchisee shall deliver

a true and complete copy of the same to GC Franchising, LLC. GC Franchising, LLC shall have the right to purchase Franchisee's interest in the franchise by paying Franchisee an amount equal to the current value of the purchase price agreed to between Franchisee and the third-party buyer. GC Franchising, LLC shall have thirty (30) days in which to notify Franchisee that it will exercise its right of first refusal and sixty (60) days to approve Franchisee's sale of the franchise. This time period begins upon Franchisee's delivery of all information and documentation requested by GC Franchising, LLC from Franchisee necessary to evaluate the offer and the sale of the franchise, including an enforceable contract to purchase all of Franchisee's interest in the franchise. If GC Franchising, LLC accepts any such offer, it shall be entitled to offset against the purchase price paid to Franchisee any monies owed by Franchisee to GC Franchising, LLC or their subsidiaries and affiliates.

If GC Franchising, LLC does not advise Franchisee of its acceptance or rejection of the offer within the specified thirty (30) day period then GC Franchising, LLC is presumed to have declined to purchase the franchise from Franchisee. If GC Franchising, LLC fails to advise Franchisee of its approval or disapproval of Franchisee's sale of the franchise within the specified sixty (60) day period then, provided Franchisee and buyer comply with all contractual requirements and conditions required for a transfer, Franchisee may sell, transfer or assign Franchisee's interest, but not at a lower price, nor on more favorable terms, than those presented to GC Franchising, LLC. In no event shall Franchisee offer any interest for sale, transfer or assignment at public auction, nor at any time shall an offer be made to the public to sell, transfer or assign such interest through an advertisement, either in the newspapers or otherwise, without GC Franchising, LLC's prior written consent to such advertisement or publication. Franchisee's failure to close any approved sale within 120 days following Franchisee's receipt of a statement acknowledging GC Franchising, LLC's receipt of an enforceable contract to purchase all of Franchisee's interest in the Franchisee or the franchise, as well as any information and documentation requested by GC Franchising, LLC from Franchisee necessary to evaluate the offer and the sale of the franchise will immediately revive GC Franchising, LLC's right of first refusal.

17. Termination by Franchisee.

Franchisee may terminate this Agreement by written notice to GC Franchising, LLC if GC Franchising, LLC fails to cure any default of GC Franchising, LLC's obligations under this Agreement within thirty (30) days after Franchisee provides GC Franchising, LLC with written notice of default.

18. Termination by GC Franchising, LLC.

A. Automatic Termination Without Notice.

GC Franchising, LLC may, at its option, without prejudice to any and all other rights and remedies it may have under this Agreement or under applicable law, terminate this Agreement without notice to Franchisee:

(1) If Franchisee is adjudicated a bankrupt or becomes insolvent, or has a trustee or receiver appointed by a court of competent jurisdiction for all or any part of Franchisee's property; or

(2) If a plan of liquidation, reorganization, composition or arrangement of Franchisee's affairs is sought to be instituted for or against Franchisee, whether or not the same is subsequently approved by a court of competent jurisdiction, it being understood that in no event shall this Agreement or any right or interest hereunder be deemed to be an asset in any insolvency, receivership, bankruptcy, composition, liquidation, arrangement or reorganization proceeding; or

(3) If a proceeding is filed under any bankruptcy laws or other similar laws and such proceeding is not dismissed within ninety (90) days after filing; or

(4) If Franchisee makes a general assignment for the benefit of creditors; or

(5) Upon the death or incapacity of Franchisee (or the Designated Owner of a Corporate Franchisee), subject to the provisions of GC Franchising, LLC's survivorship policy as in effect on the date of death of Franchisee or Designated Owner; or

B. Termination Upon Notice,

Franchisee shall be deemed in default under this Agreement and GC Franchising, LLC may, at its option, without prejudice to any and all other rights and remedies it may have under this Agreement or under applicable law, terminate this Agreement effective upon Franchisee's receipt of written notice of termination, in the following instances:

(1) If Franchisee fails to satisfy any material judgment against Franchisee within thirty (30) days after the judgment is entered and becomes final; or

(2) If Franchisee falsifies any report required to be furnished GC Franchising, LLC or Geese Chasers, LLC, or has made a material misrepresentation in connection with the approval of Franchisee as a franchisee, or engages in conduct involving dishonesty in dealing with GC Franchising, LLC or Geese Chasers, LLC; or

(3) If Franchisee fails to operate the franchise business on any ten (10) weekdays during any sixty (60) consecutive day period, unless such business cessation is authorized under the Geese Chasers Program or is otherwise approved in writing in advance by GC Franchising, LLC; or if Franchisee or Designated Owner is convicted of, or pleads nolo contendere to, a felony charge as defined in the applicable law; a crime involving moral turpitude; or any other crime or offense, including any misdemeanor, that is reasonably likely, in the sole opinion of GC Franchising, LLC, to adversely affect the Geese Chasers Program, the Trademarks, the goodwill associated with the Trademarks or the Geese Chasers Program, GC Franchising, LLC's interest in the Trademarks or the Geese Chasers Program, or the reputation of GC Franchising, LLC; or, if Franchisee, after notice from GC Franchising, LLC to cease such activity, engages in conduct that is reasonably likely, in the sole opinion of GC Franchising, LLC, to adversely affect the Geese Chasers Program, the Trademarks, the goodwill associated with the Trademarks or the Geese Chasers Program, GC Franchising, LLC's interest in the Trademarks or the Geese Chasers Program, or the reputation of GC Franchising, LLC whether or not such conduct is in violation of any law; or

(4) If, in GC Franchising, LLC's reasonable determination the continued operation of the franchise by the Franchisee will result in a threat or danger to public health or safety; or

(5) If Franchisee engages in public conduct that reflects materially and unfavorably upon the operation of the Geese Chasers Program, the reputation of the Geese Chasers Program, or the goodwill associated with the GC Franchising, LLC name; or

(6) If Franchisee:

a. sells Services and/or Products to a customer located in another franchisee's Territory, unless Franchisee agrees, within ten (10) days after request by GC Franchising, LLC, to credit such sale(s) to the other franchisee or to GC Franchising, LLC; or

b. sells, or offers for sale, directly or indirectly, by any means of general publication or computer medium, such as newspaper, magazine, periodical, television, radio or other broadcast medium, or by means of the Internet or any other computer network system or service, any Services and/or Products to any customer not located in Franchisee's Territory, whether or not such sales are subsequently credited to another franchisee and whether or not such customers are located in any other franchisee's Territory; or

c. after notice from GC Franchising, LLC to cease such activity, sells, or offers for sale by any means other than those specified herein, any Services and/or Products to any customer not located in Franchisee's Territory, whether or not such sales are subsequently credited to another franchisee or GC Franchising, LLC and whether or not such customers are located in any other franchisee's Territory; or

(7) If Franchisee or Designated Owner in the case of a Corporate Franchisee fails to satisfactorily complete GC Franchising, LLC's initial training program as determined by GC Franchising, LLC in its reasonable judgment, or

(8) If Franchisee fails to complete all of the following within ten (10) days after the Effective Date of this Agreement: pay GC Franchising, LLC the Initial License Fee; commit to purchase dogs and other material that complies with specifications contained in the Geese Chasers Program; and acquire the initial inventory of Services and/or Products in the approximate amount between \$45,000 and \$65,000 at franchisee's cost, or in the case of a Franchisee purchasing the franchise through GC Franchising, LLC's Transfer Program, evidence of the ownership of initial inventory of new and useable Services and/or Products in the approximate amount between \$45,000 and \$65,000.

(9) If Franchisee receives a written notice of immediate termination under any other written agreement with GC Franchising, LLC (or any of their subsidiaries or affiliates) or remains in default beyond the applicable cure period under any other written agreement with GC Franchising, LLC or (or any of their subsidiaries or affiliates); or

(10) If Franchisee discloses or uses the contents of the Geese Chasers Program or other trade secrets or confidential or proprietary information provided to Franchisee by GC Franchising, LLC, contrary to the provisions set forth herein; or

(11) If Franchisee has received two (2) or more notices of default within the previous twelve (12) months, GC Franchising, LLC shall be entitled to send Franchisee a notice of termination upon the next default of Franchisee under this Section 18.B. without providing Franchisee an opportunity to correct the default; or

(12) If any purported assignment or transfer of any interest in this Agreement, Franchisee or the franchise business occurs, by operation of law or otherwise, without the prior written consent of GC Franchising, LLC, as required in Section 16.B.

(13) If Franchisee, in the reasonable belief of GC Franchising, LLC, is unable to perform its duties under this Agreement, and such inability to perform continues for a period of 30 days.

(14) If Franchisee fails to meet the minimum performance requirements set forth in Paragraph 9 of this Agreement.

(15) If Franchisee fails to comply with any other provision of this Agreement (including any mandatory provision in the Manual) or any other agreement with us, unless such default is cured as determined by us in our sole discretion.

C. Termination Upon Expiration of Cure Period.

(1) Except for those items listed in preceding Sections 18.A.-B., Franchisee shall have thirty (30) days after written notice of default from GC Franchising, LLC within which to remedy any default under this Agreement, including, but not limited to, those items set forth below as a. through e. of this Section 18.C.(1), and provide evidence of that remedy to GC Franchising, LLC. If any such default is not cured within that time, this Agreement shall terminate without further notice to Franchisee effective immediately upon expiration of that time, unless GC Franchising, LLC shall notify Franchisee otherwise in writing.

a. Failure by Franchisee to comply with any of the requirements imposed by this Agreement, as supplemented by the Geese Chasers Program from time to time, including the Operations Manual, or to carry out the terms of this Agreement in good faith; or

b. Failure of Franchisee to submit, when required, any reports pertaining to the franchise, or

c. Failure of Franchisee to, at all times, act in a competent, fair, honest, ethical and courteous manner in accordance with the image and reputation of GC Franchising, LLC and the Geese Chasers Program, and maintain a neat and clean appearance; or

d. Failure of Franchisee to use Franchisee's best efforts to promote aggressively and develop fully the sales of Services and/or Products in the Territory; or

e. Failure of Franchisee to call on potential customers in the Territory with regularity, unless certain exceptions are granted by GC Franchising, LLC in writing. If Franchisee receives notice of default for failure to call on potential customers with regularity, Franchisee may only cure such default by submitting such documentation of cure as GC Franchising, LLC shall require, which GC Franchising, LLC may verify by such means as it shall determine.

(2) Notwithstanding the provisions of preceding Section 18.C.(1), if Franchisee defaults in the payment of any monies owed to GC Franchising, LLC (or any subsidiary or affiliate of Geese Chasers) when such monies become due and payable, whether pursuant to this Agreement or otherwise, and Franchisee fails to pay such monies within ten (10) days after written notice of default from GC Franchising, LLC, then, unless GC Franchising, LLC shall notify Franchisee otherwise in writing, this Agreement shall terminate without prejudice to any and all other rights and remedies GC Franchising, LLC may have under this Agreement or under applicable law.

D. Non-waiver.

Termination of this Agreement shall not prejudice any and all other rights and remedies GC Franchising, LLC may have under this Agreement or any other written agreement between Franchisee and GC Franchising, LLC or any subsidiary or affiliate of GC Franchising, LLC under applicable law.

E. Statutory Limitations.

Notwithstanding the provisions of preceding Sections 18.A.- D., in the event any valid, applicable law or regulation of a competent governmental authority having jurisdiction over the franchise granted by this Agreement requires a notice or cure period prior to termination longer than set forth in preceding Sections 18.A.-C., this Agreement shall be deemed amended to conform to the minimum notice or cure period required by such applicable law or regulation.

19. Effect of Expiration or Termination.

Upon the expiration or termination of this Agreement for any reason, Franchisee shall

cease to be an authorized GC Franchising, LLC franchisee and the parties shall do the following:

A. Franchisee immediately shall pay GC Franchising, LLC all sums due and owing to GC Franchising, LLC or any subsidiary or affiliate of GC Franchising, LLC; and

B. Franchisee shall continue to abide by the restrictions contained in Section 13 and shall not, directly or indirectly, take any action which violates those restrictions; and

C. Franchisee promptly shall return to GC Franchising, LLC all copies of Operations Manuals and any other manuals and documentation furnished to Franchisee, together with all other materials containing trade secrets, operating instructions or business practices of the Geese Chasers Program; and

D. Franchisee immediately shall discontinue all use of the Trademarks and of any and all signs, paper goods or any other objects bearing the Trademarks, or any reference whatsoever thereto; remove the Trademarks from clothing, materials, motor vehicles and other equipment owned or used by Franchisee in the conduct of the franchise; cancel all advertising that contains the Trademarks (including telephone directory listings); and take such action as may be necessary to cancel any filings or registrations that contain any Trademarks; and

E. Franchisee promptly shall execute any and all documents reasonably requested by GC Franchising, LLC that are necessary to effectuate termination of Franchisee's license and interest in and to the use of the Trademarks and the Geese Chasers Program; and

F. Franchisee shall cease to: (i) operate or do business under any name or in any manner that might tend to give the impression that this Agreement is still in force or that Franchisee is connected in any way with GC Franchising, LLC, or has any right to use the Geese Chasers Program or the Trademarks; and (ii) make use of, or avail itself of, any of the trade secrets of, or information received from, GC Franchising, LLC or disclose or reveal any such information or any portion thereof to anyone not employed by GC Franchising, LLC or its franchisees; and

G. If Franchisee and GC Franchising, LLC agree in writing to settle all accounts and resolve any outstanding issues between them (which agreement will include a mutual general release, including a general release from all owners of a Corporate Franchisee, of all claims the release of which is not prohibited by applicable law), GC Franchising, LLC shall repurchase from Franchisee all Services and/or Products purchased by Franchisee from GC Franchising, LLC (except for Services and/or Products no longer manufactured and/or distributed by GC Franchising, LLC and Services and/or Products specially made or ordered for Franchisee or Franchisee's customers) that are in new, unused and saleable condition (as determined by GC Franchising, LLC in its sole business judgment) and delivered to GC Franchising, LLC within fifteen (15) days after termination of this Agreement. The purchase price for all Services and/or Products in new, unused and saleable condition shall be the current price GC Franchising, LLC charges its franchisees for such Services and/or Products. GC Franchising, LLC shall have the option, but not the obligation, to repurchase, at a price separately negotiated with Franchisee, Services and/or Products that are not in new, unused and saleable condition, that are no longer manufactured and/or distributed by GC Franchising, LLC or that were specially made or ordered for Franchisee or specified customers. GC Franchising, LLC shall be entitled to offset against the monies payable to Franchisee for repurchase of any Services and/or Products all monies owed to GC Franchising, LLC (or any subsidiaries or affiliates of GC Franchising, LLC) by Franchisee; and

H. Unless a termination agreement (agreed to between the parties according to Section

19.G.) provides otherwise, Franchisee and GC Franchising, LLC agree that termination of this Agreement under any circumstances shall not impair, release, or extinguish any debt, obligation, or liability of Franchisee to GC Franchising, LLC that may have accrued during the term of this Agreement, including any debt, obligation, or liability that was the cause of termination or arose out of such cause and that the security interest granted to GC Franchising, LLC by Franchisee under this Agreement shall continue in full force and effect until all such debts, obligations and liabilities of Franchisee to GC Franchising, LLC have been fully discharged by Franchisee. All promises and agreements of Franchisee that are to be performed after the termination of this Agreement shall survive termination; and

20. Covenant Not to Compete.

A. During the term of this Agreement, Franchisee and all owners of a Corporate Franchisee shall not individually, or in conjunction with any other person or in any manner or capacity, directly or indirectly, carry on or be engaged in, concerned with or interested in, financially or otherwise, or advise in the establishment or operation of, any business involved in the sale of any services and/or products or merchandise that would compete with the Services and/or Products. Notwithstanding the above, Franchisee and the owners of a Corporate Franchisee shall not be prohibited from owning shares of a class of securities listed on a stock exchange or traded on the over-the-counter market that represent less than three percent (3%) of the number of shares of that class of securities issued and outstanding.

B. For the period of time set forth below following termination or expiration of this Agreement, Franchisee and the Designated Owner of a Corporate Franchisee shall not directly or indirectly solicit or sell any related services and/or products that would compete with GC Franchising, LLC Services and/or Products to any customer in Franchisee's Territory that was in effect at the time of such termination or expiration. This restriction applies for either 36 months or the length of time of this Agreement plus the time any other franchise agreement between Franchisee and GC Franchising, LLC was in effect, whichever is shorter. Franchisee and all owners of a Corporate Franchisee agree to this restriction in consideration of the rights granted by this Agreement.

21. Approvals and Waivers.

No waiver by any party of any provision of this Agreement shall be deemed a waiver of any other provision of this Agreement or of any subsequent breach by any other party of the same or another provision. Any party's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of the other party's consent to or approval of any subsequent act. GC Franchising, LLC and Franchisee shall not be deemed to have waived or impaired any right, power or option reserved by this Agreement by virtue of: any custom or practice of the parties at variance with the terms hereof; any failure, refusal or neglect of GC Franchising, LLC or Franchisee to exercise any right under this Agreement or to insist upon exact compliance by the other with its obligations hereunder, including, without limitation, any mandatory specification, standard or operating procedure; any waiver, forbearance, delay, failure or omission by GC Franchising, LLC to exercise any right, power or option, whether of the same, similar or different nature, with respect to any other GC Franchising, LLC franchisee; or GC Franchising, LLC's acceptance of any payments from Franchisee after any breach by Franchisee of this Agreement.

GC Franchising, LLC and Franchisee, may by written instrument, unilaterally waive or reduce any obligation of or restriction upon the other under this Agreement, effective upon delivery of written notice thereof to the other or such other effective date stated in the notice of waiver. Any waiver granted by GC Franchising, LLC shall be without prejudice to any other rights GC Franchising, LLC may have, will be subject to GC Franchising, LLC's continuing review and may be revoked, in GC Franchising, LLC's sole business judgment, at any time and for any

reason, effective upon delivery to Franchisee of ten (10) days prior written notice.

22. Indemnification.

A. Franchisee shall, at all times, indemnify, defend (with counsel selected by GC Franchising, LLC), and hold harmless (to the fullest extent permitted by law) GC Franchising, LLC, its affiliates, successors and assigns and their respective past and present directors, officers, employees, agents and representatives (collectively "indemnities") from and against all "losses and expenses" (as defined below) incurred in connection with any action, suit, proceeding, claim, demand, investigation or inquiry (formal or informal) by or against indemnitee's or any settlement thereof (whether or not a formal proceeding or action had been instituted), arising out of or resulting in any manner or fashion from or connected with operation of the franchise. Franchisee promptly shall give GC Franchising, LLC notice of any such action, suit, proceeding, claim, demand, inquiry or investigation filed or instituted against Franchisee and, upon request, shall furnish GC Franchising, LLC with copies of any documents from such matters as GC Franchising, LLC reasonably may request.

B. As used in this section, the phrase "losses and expenses" shall include, but not be limited to, all losses; compensatory, exemplary and punitive damages; fines; charges; costs; expenses; attorneys' fees; court costs; settlement amounts; judgments; compensation for damages to GC Franchising, LLC's reputation and goodwill; costs of, or resulting from, delays; financing; costs of advertising material and media time/space and the costs of changing, substituting or replacing the same; and any and all expenses of recall, refunds, compensation, public notices and other such amounts incurred in connection with the matters described.

23. Omitted.

24. Entire Agreement.

GC Franchising, LLC and Franchisee each acknowledge and warrant to each other that they wish to have all terms of this business relationship defined in this written Agreement. Neither GC Franchising, LLC nor Franchisee wishes to enter into a business relationship with the other in which any terms or obligations are the subject of alleged oral statements or in which oral statements serve as the basis for creating rights or obligations different than or supplementary to the rights and obligations set forth herein. Accordingly, GC Franchising, LLC and Franchisee agree that this Agreement, together with any other documents or agreements executed by the parties contemporaneously hereto, supersede and cancel any prior and/or contemporaneous discussions (whether described as representations, inducements, promises, agreements or any other term) between GC Franchising, LLC or anyone acting on its behalf and Franchisee or anyone acting on its behalf, which might be taken to constitute agreements, representations, inducements, promises or understandings (or any equivalent to such terms) with respect to the relationship between the parties, and GC Franchising, LLC and Franchisee each agree that they have placed, and will place, no reliance on any such discussion. This Agreement, together with any other documents or agreements executed by the parties in connection with the franchise, constitutes the entire agreement between the parties and contains all of the terms, conditions, rights and obligations of the parties with respect to any aspect of the relationship between the parties. No further franchise rights or offer of franchise rights have been promised to Franchisee and no such franchise rights or offer of franchise rights shall come into existence, except by means of a separate writing, executed by a duly authorized person on behalf of Geese Chasers or such other entity granting the franchise rights and specifically identified as a modification of this Agreement. Nothing in this Agreement or any related agreement is intended to disclaim the representations made by GC Franchising, LLC in the Franchise Disclosure Document provided to Franchisee. No change, modification, amendment or waiver of any of the provisions hereof shall be effective and binding upon either party unless it is in writing, specifically identified as an amendment hereto and signed by the party to be charged.

25. Governing Law.

a. This Agreement shall be governed by, and construed in accordance with the laws of the State of New Jersey to the degree this does not violate other state regulations, statutes or otherwise.

b. In any action brought by us, which in any way relates to or arises out of this Agreement, or any of the dealings of the parties hereto, you consent to venue and personal jurisdiction in the state and federal courts of New Jersey, specifically the Federal Court for the District of New Jersey – Camden Vicinage and the Burlington County Superior Court. In any action brought against us, including our present and former employees and agents, which in any way relates to or arises out of this Agreement, or any of the dealings of the parties hereto, venue shall be proper only in the Federal Court for the District of New Jersey and the Burlington County Superior Court.

26. Effect of State Laws: Severability.

Each article, paragraph, subparagraph, term, and condition of this Agreement, and any portions thereof, shall be considered severable. If, for any reason, any portion of this Agreement is determined to be invalid, contrary to, or in conflict with, any applicable present or future law, rule, or regulation in a final, unappealable ruling issued by any court, agency, or tribunal with valid jurisdiction in a proceeding to which GC Franchising, LLC is a party, that ruling shall not impair the operation of, or have any other effect upon, any other portions of this Agreement; all of which shall remain binding on the parties and continue to be given full force and effect. Any invalid portion shall be deemed not to be a part of this Agreement as of the date upon which the ruling becomes final, if Franchisee is a party to such proceedings, or upon Franchisee's receipt of notice of nonenforcement from GC Franchising, LLC.

27. Notices.

All notices, requests, consents, or approvals required or permitted to be given hereunder shall be in writing and shall be deemed to be properly delivered immediately, if personally delivered, or five (5) business days after having been sent by United States Postal Service registered, certified, or express mail, postage prepaid, return receipt requested: (a) if to Franchisee, addressed to Franchisee or if a Corporate Franchisee, at the option of GC Franchising, LLC to either the Corporate Franchisee or Designated Owner, at the address first above written or at such other address as Franchisee, or Designated Owner, may have designated from time to time by written notice to GC Franchising, LLC; and (b) if to GC Franchising, LLC, addressed to GC Franchising, LLC at 4 Milton Drive, Medford, New Jersey 08055 (marked Attention: Robert Young), or to such other person or at such other address as GC Franchising, LLC may have designated from time to time by written notice to Franchisee. For purposes of notices to a Corporate Franchisee, notice given to the Designated Owner shall be deemed notice to the Corporate Franchisee and notice to the Corporate Franchisee shall be deemed notice to the Designated Owner.

28. Application of Payments from Franchisee.

Notwithstanding any designation by Franchisee, GC Franchising, LLC shall have the sole discretion to apply any payments made by Franchisee to GC Franchising, LLC (including payments designated by Franchisee for any savings, retirement, stock purchase or similar type of accounts) to any indebtedness owed by Franchisee to GC Franchising, LLC or any of GC Franchising, LLC's affiliates.

29. Business Judgment.

The parties hereto recognize, and for the purposes of applying and interpreting the agreement of the parties, any mediator, arbitrator or judge is affirmatively advised, that certain provisions of this Agreement describe the right of GC Franchising, LLC to take (or refrain from taking) certain actions in the exercise of its business judgment based on its assessment of the overall best interests of the Geese Chasers Program. Where such discretion has been exercised, and is shown to be supported by the business judgment of GC Franchising, LLC, it is agreed that neither a mediator nor an arbitrator nor a judge shall substitute his or her judgment as to the overall best interests of the Geese Chasers Program for the business judgment which was exercised by GC Franchising, LLC.

30. Representations By Franchisee.

FRANCHISEE (AND DESIGNATED OWNER, IF APPLICABLE) REPRESENTS, ACKNOWLEDGES AND WARRANTS TO GC FRANCHISING, LLC THAT:

A. THIS AGREEMENT INVOLVES SIGNIFICANT LEGAL AND BUSINESS RIGHTS AND RISKS. FRANCHISEE HAS READ THIS AGREEMENT IN ITS ENTIRETY, HAS BEEN THOROUGHLY ADVISED WITH REGARD TO THE TERMS AND CONDITIONS OF THIS AGREEMENT BY COUNSEL OR OTHER ADVISOR'S OF FRANCHISEE'S OWN CHOOSING, HAS HAD AMPLE OPPORTUNITY TO INVESTIGATE ALL REPRESENTATIONS MADE BY OR ON BEHALF OF GC FRANCHISING, LLC, AND HAS HAD AMPLE OPPORTUNITY TO CONSULT WITH CURRENT AND FORMER GC FRANCHISING, LLC FRANCHISEES; AND

B. FRANCHISEE HAS NOT RECEIVED FROM GC FRANCHISING, LLC ANY REPRESENTATION OF FRANCHISEE'S POTENTIAL SALES, EXPENSES, INCOME, PROFIT OR LOSS, AND HAS NOT RECEIVED FROM EITHER GC FRANCHISING, LLC, OR ANYONE ACTING ON ITS BEHALF, ANY REPRESENTATION OTHER THAN THOSE CONTAINED IN THE FRANCHISE DISCLOSURE DOCUMENT AS INDUCEMENTS TO ENTER THIS AGREEMENT; AND

C. FRANCHISEE UNDERSTANDS THAT GC FRANCHISING, LLC MAKES NO EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS THAT FRANCHISEE WILL ACHIEVE ANY DEGREE OF SUCCESS IN THE OPERATION OF THE FRANCHISE AND, WHILE GC FRANCHISING, LLC WILL PROVIDE FRANCHISEE WITH TRAINING, ADVICE, AND CONSULTATION AS PROVIDED IN THIS AGREEMENT AND THE OPERATIONS MANUAL, SUCCESS IN THE OPERATION OF THE FRANCHISE DEPENDS ULTIMATELY ON FRANCHISEE'S EFFORTS AND ABILITIES AND ON OTHER FACTORS, INCLUDING, BUT NOT LIMITED TO, MARKET AND OTHER ECONOMIC CONDITIONS, FRANCHISEE'S FINANCIAL CONDITION, AND COMPETITION; AND

D. ALL INFORMATION PROVIDED GC FRANCHISING, LLC BY FRANCHISEE IN CONNECTION WITH THE APPROVAL OF FRANCHISEE AS A FRANCHISEE IS TRUTHFUL AND ACCURATE; AND

E. FRANCHISEE UNDERSTANDS THAT GC FRANCHISING, LLC MAY SELL SERVICES AND/OR PRODUCTS TO THOSE CUSTOMERS AND PURCHASERS ONLY IN THE ASSIGNED TERRITORY, AND THAT GEESE CHASERS MAY ALTER FRANCHISEE'S TERRITORY; AND

F. FRANCHISEE UNDERSTANDS THAT, FROM TIME TO TIME, GC FRANCHISING, LLC MAY CHANGE OR MODIFY THE GEESE CHASERS PROGRAM, INCLUDING THE OPERATIONS MANUAL, AND THAT FRANCHISEE WILL BE REQUIRED TO MAKE SUCH EXPENDITURES AS SUCH CHANGES OR MODIFICATIONS IN THE GEESE CHASERS PROGRAM MAY REQUIRE. SUCH CHANGES TO THE GEESE CHASERS PROGRAM ARE CONTEMPLATED BY THIS AGREEMENT AND DO NOT CONSTITUTE ACTION WHICH IS

INCONSISTENT WITH SECTION 25 OF THIS AGREEMENT; AND

G. FRANCHISEE UNDERSTANDS THAT FRANCHISEE MAY SELL ONLY SERVICES AND/OR PRODUCTS THAT ARE APPROVED AND ONLY AT THOSE LOCATIONS IDENTIFIED IN THE TERRITORY, AS MODIFIED FROM TIME TO TIME, AND THAT FRANCHISEE MAY NOT SELL SERVICES AND/OR PRODUCTS OR APPROVED ITEMS/SERVICES AT OTHER LOCATIONS; AND

H. FRANCHISEE EXPRESSLY ACKNOWLEDGES AND AGREES THAT GC FRANCHISING, LLC AND ITS AFFILIATES HAVE THE EXCLUSIVE UNRESTRICTED RIGHT TO SELL, OR LICENSE OTHERS TO SELL, MERCHANDISE OTHER THAN SERVICES AND/OR PRODUCTS (AS THAT TERM IS DEFINED IN THIS AGREEMENT) IN THE TERRITORY; AND

I. FRANCHISEE ALSO EXPRESSLY ACKNOWLEDGES AND AGREES THAT GC FRANCHISING, LLC AND ITS AFFILIATES SELL, OR MAY IN THE FUTURE SELL, SERVICES AND/OR PRODUCTS AND MERCHANDISE BEARING THE TRADEMARKS, OTHER TRADEMARKS OWNED BY GC FRANCHISING, LLC OR ITS AFFILIATES, AND OTHER MARKS AT LOCATIONS IN THE GEOGRAPHIC AREA IN OR NEAR FRANCHISEE'S TERRITORY AND ELSEWHERE, AND THAT NOTHING IN THIS AGREEMENT SHALL RESTRICT GEESE CHASERS OR ITS AFFILIATES FROM SO DOING; AND

J. FRANCHISEE HAS THE POWER AND AUTHORITY TO ENTER INTO THIS AGREEMENT WITHOUT THE CONSENT OF ANY OTHER PERSON AND THAT NO OTHER AGREEMENT TO WHICH FRANCHISEE IS A PARTY PROHIBITS OR IN ANY WAY RESTRICTS FRANCHISEE FROM ENTERING INTO THIS AGREEMENT OR FROM COMPLYING WITH EACH AND EVERY TERM AND CONDITION OF THIS AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date first above written.

FRANCHISEE:

By: _____ By: _____

Printed Name: _____ Printed Name: _____

Title: _____

CORPORATE FRANCHISEE:

By: _____ Printed Name: _____

Witness

Witness

DESIGNATED OWNER:

By: _____ Printed Name: _____

Witness

EXHIBIT A TERRITORY

APPROVED BY: GC FRANCHISING, LLC

Regional Manager

Full Name

Date Approved

(This Territory will remain in effect until superseded by an approved amendment or a new Territory.)

**Addendum to the
GC Franchising, LLC Standard Franchise Agreement
For Use in California**

This Addendum to the Standard Franchise Agreement dated _____ between GC FRANCHISING, LLC ("GC Franchising, LLC") and _____ ("Franchisee") is entered into simultaneously with the execution of the Standard Franchise Agreement.

1. Section 16.D. is hereby replaced in its entirety with the following new Sections 16.D. and 16.E.:

D. Transfer Upon Death. If this Agreement is in force and effect at the time of the death of Franchisee (or the Designated Owner of a Corporate Franchisee), the surviving spouse, heirs or estate of Franchisee or the Designated Owner (collectively, "heir") shall have the right to continue operating the franchise for a reasonable period of time following such death, during which time the heir either shall make application to GC Franchising, LLC to become the Franchisee (or the Designated Owner of a Corporate Franchisee), or transfer Franchisee's entire interest in Franchisee or the franchise business to a thirdparty.

(1) In the event the heir seeks to become the Franchisee (or the Designated Owner of a Corporate Franchisee), GC Franchising, LLC shall not unreasonably withhold its consent to approval of the heir, provided that the following conditions are met. The heir shall:

a. Demonstrate to GC Franchising, LLC's satisfaction that the heir meets GC Franchising, LLC's managerial, operational and business standards for a new franchisee; possesses a good moral character, business reputation, and credit rating; has the aptitude and ability to operate the franchise (as may be demonstrated by prior related business experience or otherwise); and has adequate financial resources and capital to operate the franchise; and

b. Execute GC Franchising, LLC's then-current form of Standard Franchise Agreement and other ancillary agreements (all of which may differ from this Agreement and the ancillary agreements signed by the original Franchisee) as GC Franchising, LLC may require; and

c. Successfully complete GC Franchising, LLC's initial training program required for all new franchisees; and

d. Pay GC Franchising, LLC a transfer fee to reimburse GC Franchising, LLC for its legal, training, and other expenses in connection with the transfer of the franchise. The amount of the transfer fee shall be the amount of the transfer fee in effect at the time of the transfer; and

e. Execute all agreements necessary in GC Franchising, LLC's sole business judgment to accomplish the transfer and assumption under this Agreement. The heir shall also provide GC Franchising, LLC with whatever information and/or documentation regarding the transfer that GC Franchising, LLC shall request and shall comply with GC Franchising, LLC's other reasonable requirements related to the transfer.

(2) In the event the heir seeks to transfer Franchisee's interest in Franchisee or the franchise business to a third party, the heir may only transfer all of Franchisee's interest. GC Franchising, LLC shall not unreasonably withhold its consent to such a transfer; provided the

following conditions are met:

a. The heir shall have first offered to sell the interest being transferred to GC Franchising, LLC, pursuant to this Agreement, and GC Franchising, LLC shall have declined to exercise its right of first refusal.

b. The terms of the sale, including the price, shall not, in GC Franchising, LLC's sole business judgment, jeopardize the ability of the transferee to maintain, operate and promote the franchise and meet the financial obligations to GC Franchising, LLC and other creditors. This provision shall not create any liability on the part of GC Franchising, LLC to the transferee in the event that GC Franchising, LLC approves the transfer and the transferee experiences financial difficulties.

c. All of Franchisee's monetary obligations to GC Franchising, LLC (and GC Franchising, LLC's subsidiaries and affiliates) and all other outstanding obligations related to the franchise (including, but not limited to, bills from suppliers, taxes, judgments and any required governmental reports, returns, affidavits or bonds) shall have been satisfied. GC Franchising, LLC reserves the right to require that a reasonable sum of money be placed in escrow to ensure that all such obligations will be satisfied.

d. The heir shall execute a general release, in a form satisfactory to GC Franchising, LLC, of any and all claims against GC Franchising, LLC and its subsidiaries and affiliates and their respective past and present officers, directors, shareholders, agents and employees, in their corporate and individual capacities, including, without limitation, claims arising under federal, state and local laws, rules and ordinances, and claims arising out of, or relating to, this Agreement, any other agreements between GC Franchising, LLC their subsidiaries and affiliates and Franchisee and Franchisee's operation of the franchise, but excluding any claims the release of which is prohibited by applicable law.

e. The heir shall execute all agreements necessary in GC Franchising, LLC's sole business judgment to accomplish the transfer and assumption of obligations under this Agreement. The heir shall also provide GC Franchising, LLC with whatever information and/or documentation regarding the transfer that GC Franchising, LLC shall request and shall comply with GC Franchising, LLC's other reasonable requirements related to the transfer.

f. The transferee shall:

1) Demonstrate to GC Franchising, LLC's satisfaction that it meets GC Franchising, LLC's managerial, operational and business standards for a new franchisee; possesses a good moral character, business reputation, and credit rating; has the aptitude and ability to operate the franchise (as may be demonstrated by prior related business experience or otherwise); and has adequate financial resources and capital to operate the franchise; and

2) Execute GC Franchising, LLC's then-current form of Standard Franchise Agreement and other ancillary agreements (all of which may differ from this Agreement and the ancillary agreements signed by the original Franchisee) as GC Franchising, LLC may require; and

3) Successfully complete at GC Franchising, LLC's initial training program required for all new franchisees; and

4) Pay GC Franchising, LLC a transfer fee to reimburse GC Franchising, LLC for its legal, training, and other expenses in connection with the transfer of the franchise. The amount of the transfer fee shall be the amount of the transfer fee in effect at the time of the transfer; and

5) Execute all agreements necessary in GC Franchising, LLC's sole business judgment to accomplish the transfer and assumption of obligations under this Agreement. Transferee shall also provide GC Franchising, LLC with whatever information and/or documentation regarding the transfer that GC Franchising, LLC shall request and shall comply with GC Franchising, LLC's other reasonable requirements relating to the transfer.

E. GC Franchising, LLC's Right of First Refusal. If Franchisee or the heir (collectively, 'transferor') desires to sell, transfer or assign all of transferor's interest in the franchise, and enters into a bona fide agreement with a third-party buyer, transferor shall deliver a true and complete copy of the same to GC Franchising, LLC. GC Franchising, LLC shall have the right to purchase transferor's interest in the franchise by paying transferor an amount equal to the current value of the purchase price agreed to between transferor and the third-party buyer. GC Franchising, LLC shall have thirty (30) days in which to notify transferor that it will exercise its right of first refusal and sixty (60) days to approve transferor's sale of the franchise. This time period begins upon transferor's delivery of all information and documentation requested by GC Franchising, LLC from transferor necessary to evaluate the offer and the sale of the franchise, including an enforceable contract to purchase all of transferor's interest in the franchise. If GC Franchising, LLC accepts any such offer, it shall be entitled to offset against the purchase price paid to transferor any monies owed by transferor to GC Franchising, LLC or their subsidiaries and affiliates.

If GC Franchising, LLC does not advise transferor of its acceptance or rejection of the offer within the specified thirty (30) day period then GC Franchising, LLC is presumed to have declined to purchase the franchise from transferor. If GC Franchising, LLC fails to advise transferor of its approval or disapproval of transferor's sale of the franchise within the specified sixty (60) day period then, provided transferor and buyer comply with all contractual requirements and conditions required for a transfer, transferor may sell, transfer or assign transferor's interest, but not at a lower price, nor on more favorable terms, than those presented to GC Franchising, LLC. In no event shall transferor offer any interest for sale, transfer or assignment at public auction, nor at any time shall an offer be made to the public to sell, transfer or assign such interest through an advertisement, either in the newspapers or otherwise, without GC Franchising, LLC's prior written consent to such advertisement or publication. Transferor's failure to close any approved sale within 120 days following transferor's receipt of a statement acknowledging GC Franchising, LLC's receipt of an enforceable contract to purchase all of transferor's interest in Franchisee or the franchise as well as any information and documentation requested by GC Franchising, LLC from transferor necessary to evaluate the offer and the sale of the franchise will immediately revive GC Franchising, LLC's right of first refusal.

2. Section 18.A.(5) of the Standard Franchise Agreement is amended to read as follows:

(5) Upon the incapacity of Franchisee (or the Designated Owner of a Corporate Franchisee).

3. Except as expressly modified by this Addendum, the Standard Franchise Agreement remains unmodified and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the date first above written.

FRANCHISEE:

By: _____ By: _____

Printed Name: _____ Printed Name: _____

Title: _____

CORPORATE FRANCHISEE:

By: _____ Printed Name: _____

Witness

Witness

DESIGNATED OWNER:

By: _____ Printed Name: _____

Witness

Addendum to the GC Franchising, LLC Standard Franchise Agreement For Use in Hawaii

This Addendum to the Standard Franchise Agreement dated _____ between GC FRANCHISING, LLC ("GC Franchising, LLC") and _____ ("Franchisee") is entered into simultaneously with the execution of the Standard Franchise Agreement.

1. Section 16.D is hereby replaced in its entirety with the following:

D. GC Franchising, LLC's Right Of First Refusal. If Franchisee receives a bona fide offer and desires to sell, transfer or assign all of Franchisee's interest in this Agreement, Franchisee, or the franchise, then Franchisee shall offer the same to GC Franchising, LLC in writing at the same price and on the same terms. GC Franchising, LLC may accept an offer at any time within thirty (30) days after receipt. The offer to GC Franchising, LLC shall state the cash value of the offer received by Franchisee, and GC Franchising, LLC may exercise its purchase option by paying Franchisee such cash value. If the offer received by Franchisee involves assets other than this Agreement, the offer to GC Franchising, LLC shall state the cash value of that portion of the offer related to this Agreement, and GC Franchising, LLC may exercise its purchase option by paying Franchisee such cash value. The time period for GC Franchising, LLC to decide whether to accept any such offer begins upon GC Franchising, LLC's receipt of an enforceable contract to purchase all of Franchisee's interest in this Agreement as well as any information and documentation requested by GC Franchising, LLC from Franchisee necessary to evaluate the offer and the sale of the franchise. If GC Franchising, LLC accepts any such offer, it shall be entitled to offset against the purchase price paid to Franchisee any monies owed to GC Franchising, LLC by Franchisee.

If GC Franchising, LLC declines or does not accept any such offer within the specified period then, provided Franchisee complies with Section 16.B., Franchisee may sell, transfer or assign Franchisee's interest, but not at a lower price, nor on more favorable terms, than have been offered to GC Franchising, LLC. In no event shall Franchisee offer any interest for sale, transfer or assignment at public auction, nor at any time shall an offer be made to the public to sell, transfer or assign such interest through an advertisement, either in the newspapers or otherwise, without GC Franchising, LLC's prior written consent to such advertisement or publication. Franchisee's failure to close within ninety (90) days following the expiration of GC Franchising, LLC's right of first refusal will immediately revive GC Franchising, LLC's right of first refusal.

2. Sections 19.G. is hereby replaced in their entirety with the following:

G. GC Franchising, LLC shall repurchase from Franchisee all Services and/or Products and Approved Services and/or Products purchased by Franchisee from GC Franchising, LLC that are delivered to GC Franchising, LLC within fifteen (15) days after termination of this Agreement. The purchase price for all Services and/or Products and Approved Services and/or Products in new, unused and saleable condition (as determined by GC Franchising, LLC in its sole business judgment) shall be the price GC Franchising, LLC charged Franchisee at the time of purchase for such items. The purchase price for Services and/or Products and Approved Services and/or Products that are not in new, unused and saleable condition or that were specially made or ordered for Franchisee or specified customers shall be a price separately negotiated with Franchisee. GC Franchising, LLC shall be entitled to offset against the monies payable to Franchisee for repurchase of any Services and/or Products or Approved Services and/or Products all monies owed to GC Franchising, LLC (or any subsidiaries or

affiliates of GC Franchising, LLC) by Franchisee, including for up to sixty (60) days: (i) any unpaid amounts assigned to GC Franchising, LLC (or any subsidiaries or affiliates of GC Franchising, LLC) by Franchisee.

3. Except as expressly modified by this Addendum, the Standard Franchise Agreement remains unmodified and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the date first above written.

FRANCHISEE: **GC FRANCHISING, LLC**

Corporate Franchisee

By:_____

Title:_____

Witness

Witness

Illinois Addendum to the Franchise Agreement

This Addendum to the Franchise Agreement dated _____ between GC FRANCHISING, LLC ("GC Franchising, LLC") and _____ ("Franchisee") is entered into simultaneously with the execution of the Standard Franchise Agreement.

1. Illinois law governs this Agreement.
2. Payment of Initial Fees will be held in escrow in a federally-insured bank until Franchisor has met its initial obligations to franchisee, and franchisee has commenced business operations. This financial assurance requirement was imposed by the Office of the Illinois Attorney General due to Franchisor's financial condition. A copy of the Escrow Agreement is on file with the Office of the Illinois Attorney General.
3. In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.
4. Your rights upon Termination and Non-Renewal of an agreement are set forth in section 19 and 20 of the Illinois Franchise Disclosure Act.
5. In conformance with section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.
6. No statement, questionnaire or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of: (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the date first above written.

FRANCHISEE:

GC FRANCHISING, LLC:

**Individual
Franchisee**

By: _____

Corporate Franchisee

By: _____ **Title:** _____

Designated Owner:

**Addendum to the
GC Franchising, LLC Standard Franchise
Agreement For Use in Indiana**

This Addendum to the Standard Franchise Agreement dated _____
between GC FRANCHISING, LLC ("GC Franchising, LLC") and _____
_____("Franchisee") is entered into simultaneously with the
execution of the Standard Franchise Agreement.

1. The first paragraph of Section 16.B. is amended to include the following language
as the last sentence:

Notwithstanding the foregoing, if this Agreement is in force and effect at the time of the death
of Franchisee (or the Designated Owner of a Corporate Franchisee) the surviving spouse,
heirs or the estate of Franchisee or the Designated Owner shall have the right to continue
operating the franchise for a reasonable period of time, not to exceed 90 days, following the
death of Franchisee (or the Designated Owner of a Corporate Franchisee).

2. Section 18.A.(5) is amended to read as follows:

(5) Upon the death or incapacity of Franchisee (or the Designated Owner of a
Corporate Franchisee), subject to any rights of the surviving spouse, heir or the estate of
Franchisee or the Designated Owner pursuant to Section 16.B. of this Agreement.

3. Except as expressly modified by this Addendum, the Standard Franchise
Agreement remains unmodified and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the date
first above written.

FRANCHISEE:

GC FRANCHISING, LLC:

By: _____

**Individual
Franchisee**

Corporate Franchisee

By: _____ Title: _____

Designated Owner:

**Addendum to the
GC Franchising, LLC Standard Franchise
Agreement For Use in Minnesota**

This Addendum to the Standard Franchise Agreement dated _____
between GC FRANCHISING, LLC ("GC Franchising, LLC") and _____
_____ ("Franchisee") is entered into simultaneously with the
execution of the Standard Franchise Agreement.

1. The provisions of Minnesota Statutes Section SOC.14, Subdivision 3, 4, and 5 require, except in certain cases, that a franchisee be given 90 days' notice of termination (with 60 days to cure) of the Standard Franchise Agreement. Therefore, these provisions shall apply to Minnesota franchisees.

2. The Minnesota Department of Commerce requires that franchisors indemnify Minnesota franchisees against liability to third parties resulting from claims by third parties that the Franchisee's use of GC Franchising, LLC's trademarks infringes trademark rights of the third party. Therefore, GC Franchising, LLC will indemnify Minnesota franchisees from these claims, provided that the franchisee gives notice to GC Franchising, LLC of any such claim within ten (10) days and tenders to GC Franchising, LLC defense of the claim and management of the defense, including, but not limited to, the right to compromise, settle, or otherwise resolve the claim and to decide whether to appeal any determination including the claim.

3. The sections of the Standard Franchise Agreement covering governing law, jurisdiction and venue and choice of forum are hereby amended to include the following language required by the State of Minnesota:

"Pursuant to Minn. Stat. SOC.21 and Minn. Rule 2860.4400J, this section shall not in any way abrogate or reduce any rights of the Franchisee as provided for in Minnesota Statutes, Chapter BOC."

4. Except to the extent the Standard Franchise Agreement is expressly amended by this Addendum, the Standard Franchise Agreement remains unmodified and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the date first above written.

FRANCHISEE:

**Individual
Franchisee**

GC FRANCHISING, LLC:

By: _____

Corporate Franchisee

By: _____ **Title:** _____

Designated Owner:

**Addendum to the
GC Franchising, LLC Standard Franchise
Agreement For Use in North Carolina**

This Addendum to the Standard Franchise Agreement dated _____
between GC FRANCHISING, LLC ("GC Franchising, LLC") and _____
_____ ("Franchisee") is entered into simultaneously with the execution
of the Standard Franchise Agreement.

The following information is required to be included in this Agreement by North Carolina law:

1. GC Franchising, LLC's agent in North Carolina authorized to receive service of process is:

2. The approximate delivery date for Franchisee's initial inventory of Services and/or Products shall be no later than thirty (30) days after Franchisee places the order for the initial inventory with GC Franchising, LLC.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the date first above written.

FRANCHISEE:

GC FRANCHISING, LLC:

**Individual
Franchisee**

By: _____

Corporate Franchisee

By: _____ Title: _____

Designated Owner:

**Addendum to the
GC Franchising, LLC Standard Franchise Agreement
For Use in North Dakota**

This Addendum to the Standard Franchise Agreement dated _____,
between GC FRANCHISING, LLC ("GC Franchising, LLC") and _____
_____ ("Franchisee") is entered into simultaneously with the
execution of the Standard Franchise Agreement.

1. The North Dakota Securities Commissioner mandates that North Dakota franchisees may not be required to consent to the jurisdiction of courts outside of North Dakota. Therefore, notwithstanding Section 23.C. of this Agreement, GC Franchising, LLC will only bring an action against a North Dakota franchisee in a court within the jurisdiction of the State of North Dakota.

2. The North Dakota Securities Commissioner mandates that a North Dakota franchise agreement be governed by the laws of North Dakota. Therefore, notwithstanding Section 25 of the Standard Franchise Agreement, the governing law of this Agreement shall be the laws of the State of North Dakota, except to the extent that the Federal Arbitration Act shall apply in accordance with Section 23 of the Standard Franchise Agreement.

3. Except to the extent the Standard Franchise Agreement is expressly amended by this Addendum, the Standard Franchise Agreement remains unmodified and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the date first above written.

FRANCHISEE:

GC FRANCHISING, LLC:

Individual Franchisee

By: _____

Corporate Franchisee

By: _____ **Title:** _____

Designated Owner:

Addendum to the GC Franchising, LLC Standard Franchise Agreement For Use in Washington

This Addendum to the Standard Franchise Agreement dated _____, _____, between GC FRANCHISING, LLC ("GC Franchising, LLC") and _____ ("Franchisee") is entered into simultaneously with the execution of the Standard Franchise Agreement.

1. Sections 16.D. is hereby replaced in its entirety with the following new Sections 16.D. and 16.E.:

D. Transfer Upon Death. If this Agreement is in force and effect at the time of the death of a Franchisee (or the Designated Owner of a Corporate Franchisee), the surviving spouse, heirs or estate of Franchisee or the Designated Owner (collectively, "heir") shall have the right to continue operating the franchise for a reasonable period of time following such death, during which time the heir either shall make application to GC Franchising, LLC to become the Franchisee (or the Designated Owner of a Corporate Franchisee), or transfer Franchisee's entire interest in Franchisee or the franchise business to a thirdparty.

(1) In the event the heir seeks to become the Franchisee (or the Designated Owner of a Corporate Franchisee), GC Franchising, LLC shall not unreasonably withhold its consent to approval of the heir, provided that the following conditions are met. The heir shall:

a. Demonstrate to GC Franchising, LLC's satisfaction that the heir meets GC Franchising, LLC's managerial, operational and business standards for a new franchisee; possesses a good moral character, business reputation, and credit rating; has the aptitude and ability to operate the franchise (as may be demonstrated by prior related business experience or otherwise); and has adequate financial resources and capital to operate the franchise; and

b. Execute GC Franchising, LLC's then-current form of Standard Franchise Agreement and other ancillary agreements (all of which may differ from this Agreement and the ancillary agreements signed by the original Franchisee) as GC Franchising, LLC may require; and

c. Successfully complete GC Franchising, LLC's initial training program required for all new franchisees; and

d. Pay GC Franchising, LLC a transfer fee to reimburse GC Franchising, LLC for its legal, training, and other expenses in connection with the transfer of the franchise. The amount of the transfer fee shall be the amount of the transfer fee in effect at the time of the transfer; and

e. Execute all agreements necessary in GC Franchising, LLC's sole business judgment to accomplish the transfer and assumption under this Agreement. The heir shall also provide GC Franchising, LLC with whatever information and/or documentation regarding the transfer that GC Franchising, LLC shall request and shall comply with GC Franchising, LLC's other reasonable requirements related to the transfer.

(2) In the event the heir seeks to transfer Franchisee's interest, Franchisee or the franchise business to a third party, the heir may only transfer all of Franchisee's interest. GC

Franchising, LLC shall not unreasonably withhold its consent to such a transfer provided the following conditions are met:

a. The heir shall have first offered to sell the interest being transferred to GC Franchising, LLC, pursuant to this Agreement, and GC Franchising, LLC shall have declined to exercise its right of first refusal.

b. The terms of the sale, including the price, shall not, in GC Franchising, LLC's sole business judgment, jeopardize the ability of the transferee to maintain, operate and promote the franchise and meet the financial obligations to GC Franchising, LLC and other creditors. This provision shall not create any liability on the part of GC Franchising, LLC to the transferee in the event that GC Franchising, LLC approves the transfer and the transferee experiences financial difficulties.

c. All of Franchisee's monetary obligations to GC Franchising, LLC (and GC Franchising, LLC's subsidiaries and affiliates) and all other outstanding obligations related to the franchise (including, but not limited to, bills from suppliers, taxes, judgments and any required governmental reports, returns, affidavits or bonds) shall have been satisfied. GC Franchising, LLC reserves the right to require that a reasonable sum of money be placed in escrow to ensure that all such obligations will be satisfied.

d. The heir shall execute a general release, in a form satisfactory to GC Franchising, LLC, of any and all claims against GC Franchising, LLC and its subsidiaries and affiliates and their respective past and present officers, directors, shareholders, agents and employees, in their corporate and individual capacities, including, without limitation, claims arising under federal, state and local laws, rules and ordinances, and claims arising out of, or relating to, this Agreement, any other agreements between GC Franchising, LLC their subsidiaries and affiliates and Franchisee and Franchisee's operation of the franchise, but excluding any claims the release of which is prohibited by applicable law.

e. The heir shall execute all agreements necessary in GC Franchising, LLC's sole business judgment to accomplish the transfer and assumption of obligations under this Agreement. The heir shall also provide GC Franchising, LLC with whatever information and/or documentation regarding the transfer that GC Franchising, LLC shall request and shall comply with GC Franchising, LLC's other reasonable requirements related to the transfer.

f. The transferee shall:

1) Demonstrate to GC Franchising, LLC's satisfaction that it meets GC Franchising, LLC's managerial, operational and business standards for a new franchisee; possesses a good moral character, business reputation, and credit rating; has the aptitude and ability to operate the franchise (as may be demonstrated by prior related business experience or otherwise); and has adequate financial resources and capital to operate the franchise; and

2) Execute GC Franchising, LLC's then-current form of Standard Franchise Agreement and other ancillary agreements (all of which may differ from this Agreement and the ancillary agreements signed by the original Franchisee) as GC Franchising, LLC may require; and

3) Successfully complete GC Franchising, LLC's initial training program required for all new franchisees; and

4) Pay GC Franchising, LLC a transfer fee to reimburse GC Franchising, LLC for its legal, training, and other expenses in connection with the transfer of the franchise. The amount of the transfer fee shall be the amount of the transfer fee in effect at the time of the transfer; and

5) Execute all agreements necessary in GC Franchising, LLC's sole

business judgment to accomplish the transfer and assumption of obligations under this Agreement. Transferee shall also provide GC Franchising, LLC with whatever information and/or documentation regarding the transfer that GC Franchising, LLC shall request and shall comply with GC Franchising, LLC's other reasonable requirements relating to the transfer.

E. GC Franchising, LLC Right of First Refusal. If Franchisee or the heir (collectively, "transferor") desires to sell, transfer or assign all of transferor's interest in the franchise, and enters into a bona fide agreement with a third-party buyer, transferor shall deliver a true and complete copy of the same to GC Franchising, LLC. GC Franchising, LLC shall have the right to purchase transferor's interest in the franchise by paying transferor an amount equal to the current value of the purchase price agreed to between transferor and the third-party buyer. GC Franchising, LLC shall have thirty (30) days in which to notify transferor that it will exercise its right of first refusal and sixty (60) days to approve transferor's sale of the franchise. This time period begins upon transferor's delivery of all information and documentation requested by GC Franchising, LLC from transferor necessary to evaluate the offer and the sale of the franchise, including an enforceable contract to purchase all of transferor's interest in the franchise. If GC Franchising, LLC accepts any such offer, it shall be entitled to offset against the purchase price paid to transferor any monies owed by transferor to GC Franchising, LLC or their subsidiaries and affiliates.

If GC Franchising, LLC does not advise transferor of its acceptance or rejection of the offer within the specified thirty (30) day period then GC Franchising, LLC is presumed to have declined to purchase the franchise from transferor. If GC Franchising, LLC fails to advise transferor of its approval or disapproval of transferor's sale of the franchise within the specified sixty (60) day period then, provided transferor and buyer comply with all contractual requirements and conditions required for a transfer, transferor may sell, transfer or assign transferor's interest, but not at a lower price, nor on more favorable terms, than those presented to GC Franchising, LLC. In no event shall transferor offer any interest for sale, transfer or assignment at public auction, nor at any time shall an offer be made to the public to sell, transfer or assign such interest through an advertisement, either in the newspapers or otherwise, without GC Franchising, LLC's prior written consent to such advertisement or publication. Transferor's failure to close any approved sale within 120 days following transferor's receipt of a statement acknowledging GC Franchising, LLC's receipt of an enforceable contract to purchase all of transferor's interest in Franchisee or the franchise as well as any information and documentation requested by GC Franchising, LLC from transferor necessary to evaluate the offer and the sale of the franchise will immediately revive GC Franchising, LLC's right of first refusal.

2. Section 18.A.(5) is hereby amended to read as follows:

(5) Upon the incapacity of Franchisee (or the Designated Owner of a Corporate Franchisee).

3. Section 20.B.(11) is hereby amended to read as follows:

(12) If Franchisee has received three (3) or more notices of default within the previous twelve (12) months, GC Franchising, LLC shall be entitled to send Franchisee a notice of termination upon the next default of Franchisee under this Section 20.B. without providing Franchisee an opportunity to correct the default; or

4. Section 25., Governing Law, is hereby amended to read as follows:

25. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Washington, except to the extent that the Federal Arbitration Act shall apply in accordance with Section 23 above.

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

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

7. The Washington Franchise Investment Protection Act, Chapter 19.100.220.(2) RCW provides as follows:

"(2) Any agreement, condition, stipulation or provision, including a choice of law provision, purporting to bind any person to waive compliance with any provision of this chapter or any rule or order hereunder is void. A release or waiver executed by any person pursuant to a negotiated settlement in connection with a bona fide dispute between a franchisee and a franchisor, arising after their franchise agreement has taken effect, in which the person giving the release or waiver is represented by independent legal counsel, is not an agreement prohibited by this subsection."

8. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, rights or remedies under the Act such as a right to a jury trial may not be enforceable.

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

10. Except as expressly modified by this Addendum, the Standard Franchise Agreement remains unmodified and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the date first above written.

FRANCHISEE:

GC FRANCHISING, LLC:

Individual Franchisee

By: _____

Corporate Franchisee

By: _____ Title: _____

Designated Owner:

APPENDIX F.1.B

OWNER'S GUARANTY OF FRANCHISEE'S OBLIGATIONS

In consideration of, and as an inducement to, the execution of that certain Standard Franchise Agreement of even date herewith (the "Franchise Agreement") by GC Franchising, LLC ("GC Franchising, LLC"),

(the

"Guarantor") hereby personally and unconditionally (1) guarantees to GC Franchising, LLC and its affiliates and their respective successors and assigns, for the term of the Franchise Agreement and thereafter as provided in the Franchise Agreement, that _____ ("Franchisee") shall punctually pay and perform each and every undertaking, agreement and covenant set forth in the Franchise Agreement and other agreements between Franchisee and GC Franchising, LLC or its affiliates and (2) agrees personally to be bound by, and personally liable for the breach of, each and every provision in the Franchise Agreement and all other agreements between Franchisee and GC Franchising, LLC or its affiliates, including but not limited to, the punctual payment of all amounts owed to GC Franchising, LLC and its affiliates, to the same extent as if the Guarantor directly entered into the Franchise Agreement and other agreements with GC Franchising, LLC or its affiliates. Guarantor hereby waives:

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

Guarantor consents and agrees that:

- (1) Guarantor's direct and immediate liability under this guaranty shall be joint and several;
- (2) Guarantor shall render any payment or performance required under the Franchise Agreement upon demand if Franchisee fails or refuses punctually to do so;
- (3) such liability shall not be contingent or conditioned upon pursuit by GC Franchising, LLC or its affiliates of any remedies against Franchisee or any other person;
- (4) such liability shall not be diminished, relieved or otherwise affected by any amendment or modification to the Franchise Agreement or by any extension of time, credit or other indulgence which GC Franchising, LLC or its affiliates may from time to time grant to Franchisee or to any other person, including, without limitation, the acceptance of any partial payment or performance or the compromise or release of any claims, none of which shall in any way modify or amend the term of this guaranty, which shall be continuing and irrevocable during the term of the Franchise Agreement, including any extensions or renewals of the Franchise Agreement.

GUARANTOR HEREBY AGREES THAT ANY DISPUTES ARISING UNDER OR RELATING TO THIS GUARANTY OR TO THE FRANCHISE AGREEMENT SHALL BE RESOLVED ACCORDING TO THE LAWS OF THE STATE OF NEW JERSEY AS SET FORTH IN SECTION 23 OF THE FRANCHISE AGREEMENT, WHICH ARE HEREBY INCORPORATED HEREIN BY REFERENCE AS IF SET FORTH IN FULL, AND THAT ALL PROVISIONS OF THE

FRANCHISE AGREEMENT RELATING TO ENFORCEMENT OF OBLIGATIONS OF ANY PARTY THERETO SHALL LIKEWISE APPLY TO ENFORCEMENT OF THE OBLIGATIONS UNDER THIS GUARANTY AGREEMENT, TO THE SAME EXTENT AS IF THE GUARANTOR WERE THE FRANCHISEE UNDER THE FRANCHISE AGREEMENT.

IN WITNESS WHEREOF, the undersigned has hereunto affixed his signature, on the same day and year as the Franchise Agreement was executed.

PERCENTAGE OF OWNERSHIP

GUARANTOR(S) INTERESTS IN FRANCHISEE

DATE OF AGREEMENT

APPENDIX F.1.C

ADDENDUM TO GC FRANCHISING, LLC STANDARD FRANCHISE AGREEMENT (Renewal Franchise)

THIS ADDENDUM TO GC FRANCHISING, LLC FRANCHISE AGREEMENT

STANDARD

("Addendum") amends that certain Standard Franchise Agreement (the "Franchise Agreement") effective _____ between GC FRANCHISING, LLC ("GC Franchising, LLC"), and _____ ("Franchisee"), and, if applicable, _____ (the "Designated

Owner"). The Franchise Agreement is hereby amended as follows:

1. Section 2 of the Franchise Agreement is deleted and the following substituted as Section 2:

"Initial Term. The term of this Agreement and the franchise granted by this Agreement shall be five (5) years from the Effective Date unless sooner terminated according to Sections 17 or 18 of this Agreement."

2. Section 3 of the Franchise Agreement is deleted and the following substituted as Section 3:

"Renewal. Franchisee has no further option to renew this Agreement, provided however:

A. After expiration of the term of this Agreement and the franchise granted by this Agreement, GC Franchising, LLC may, but has no obligation to offer Franchisee one additional five (5) year term on terms and conditions then being offered to other renewing franchisees.

B. If applicable law requires a standard of nonrenewal or notice and cure period prior to nonrenewal, this Agreement shall be deemed amended to conform to the minimum standard, or notice and/or cure period required by such applicable law or regulation. GC Franchising, LLC intends to deliver any required notice and this Agreement shall remain in effect on a month-to-month basis only until Franchisee has received such required notice."

3. Section 4.A of the Franchise Agreement is deleted and the following substituted as Section 4.A:

"Initial License Fee. Franchisee has paid an Initial License Fee of Fifty Thousand Dollars (\$50,000). The Initial License Fee was paid in consideration of GC Franchising, LLC initially granting this franchise, it was fully earned at the time paid, and it is not refundable for any reason." The Renewal License Fee is \$25,000 due and payable upon execution of this renewal agreement.

4. Section 18.B. (8) of the Franchise Agreement is deleted and of no force or effect.

Except as provided above, all other terms of the Franchise Agreement shall remain in full force and effect. If the terms of this Addendum conflict with the Franchise Agreement, the terms of this Addendum shall govern. All terms not defined herein shall have the same meaning as in the Franchise Agreement. This Addendum shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the Effective Date of the Franchise Agreement.

FRANCHISEE:

GC FRANCHISING, LLC:

**Individual
Franchisee**

By:_____

Corporate Franchisee

By:_____ **Title:**_____

Designated Owner:

APPENDIX F.1.D

ADDENDUM TO GC FRANCHISING, LLC STANDARD FRANCHISE AGREEMENT (Transfer Franchise)

THIS ADDENDUM TO GC FRANCHISING, LLC STANDARD FRANCHISE AGREEMENT

("Addendum") amends that certain Standard Franchise Agreement (the "Franchise Agreement") effective _____ between GC FRANCHISING, LLC ("GC Franchising, LLC"), and _____

_____, ("Franchisee"), and, if applicable, _____
(the "Designated Owner").

The Franchise Agreement is hereby amended as follows:

1. Section 4.A of the Franchise Agreement is deleted and the following substituted as Section 4.A:

Initial License Fee. Franchisee has paid an Initial License Fee of Fifty Thousand Dollars (\$50,000.00). The Initial License Fee was paid in consideration of GC Franchising, LLC initially granting this franchise, it was fully earned at the time paid, and it is not refundable for any reason.

2. Except as provided above, all other terms of the Franchise Agreement shall remain in full force and effect. If the terms of this Addendum conflict with the Franchise Agreement, the terms of this Addendum shall govern. All terms not defined herein shall have the same meaning as in the Franchise Agreement. This Addendum shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the Effective Date of the Franchise Agreement.

**FRANCH
ISEE:**

GC FRANCHISING, LLC:

**Individual
Franchisee**

By: _____

Corporate Franchisee
By: _____

Title: _____

Designated Owner:

APPENDIX F.1.E

ADDENDUM TO GC FRANCHISING, LLC STANDARD FRANCHISE AGREEMENT FOR ADDITIONAL FRANCHISE (Expansion Franchise)

THIS ADDENDUM TO GC FRANCHISING, LLC STANDARD FRANCHISE AGREEMENT FOR ADDITIONAL FRANCHISE ("Addendum") amends that certain Standard Franchise Agreement (the "Franchise Agreement") effective _____ between GC FRANCHISING, LLC ("GC Franchising, LLC"), and _____, whose address is

_____, ("Franchisee"), and, if applicable, _____
_____, (the "Designated Owner"). The Franchise Agreement is hereby amended as follows:

1. GC Franchising, LLC to Provide Inventory. Subject to the requirements in Paragraph 2 of this Addendum, GC Franchising, LLC will provide Franchisee, with a discount of _____ off of a new Franchise cost (the "Expansion Incentive").

2. Payment to GC Franchising, LLC of the Expansion Incentive. Franchisee understands that GC Franchising, LLC is providing Franchisee with the Expansion Incentive in order to assist Franchisee with starting the new franchise and providing ongoing continuity in the operation of the franchise. If either (i) the Franchise Agreement terminates or (ii) the Franchisee ceases to operate the business under the Franchise Agreement during the three-year period after the date on which the Franchisee commences operation under the Franchise Agreement, Franchisee will be required to immediately pay the entire Expansion Incentive to GC Franchising, LLC. If these conditions do not occur during the three-year period after the date the business commences operation under the Franchise Agreement, Franchisee shall have no responsibility to pay GC Franchising, LLC for the Expansion Incentive.

3. Section 4.A of the Franchise Agreement is deleted and the following substituted as Section 4.A:

Initial License Fee. Franchisee has paid an Initial License Fee of Fifty Thousand Dollars (\$50,000.00). This Initial License Fee was paid in consideration of GC Franchising, LLC initially granting this franchise, it was fully earned at the time paid, and it is not refundable for any reason.

4. Section 7.B of the Franchise Agreement is modified to provide that Franchisee's employee will attend and shall successfully complete GC Franchising, LLC's initial training program rather the franchisee or Designated Owner.

5. Operation of Franchise. Notwithstanding anything to the contrary contained in the Franchise Agreement, GC Franchising, LLC acknowledges that Franchisee will perform obligations of Franchisee through an employee. Franchisee acknowledges that Franchisee is primarily responsible for the performance of all obligations of Franchisee under the Franchise Agreement.

6. Terms of Addendum Govern, Etc. Except as provided above, all other terms of the Franchise Agreement shall remain in full force and effect. If the terms of this Addendum conflict with the Franchise Agreement, the terms of this Addendum shall govern. All terms not defined herein shall have the same meaning as in the Franchise Agreement. This Addendum shall

inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the Effective Date of the Franchise Agreement.

FRANCHISEE:

GC FRANCHISING, LLC:

**Individual
Franchisee**

By:_____

Corporate Franchisee

By:_____ **Title:**_____

Designated Owner:

APPENDIX F.1.F

ADDENDUM TO GC FRANCHISING, LLC STANDARD FRANCHISE AGREEMENT (Veteran's Discount)

THIS ADDENDUM TO GC FRANCHISING, LLC STANDARD FRANCHISE AGREEMENT ("Addendum") amends that certain Standard Franchise Agreement (the "Franchise Agreement") effective _____ between GC FRANCHISING, LLC ("GC Franchising, LLC"), and _____, whose address is ("Franchisee"), and, if applicable, _____ (the "Designated Owner"). The Franchise Agreement is hereby amended as follows:

1. GC Franchising, LLC to Provide Discount. Subject to the requirements in Paragraph 2 of this Addendum, GC Franchising, LLC will provide Franchisee, without cost to Franchisee, with 25% off of the Initial Franchise License Fee (the "Veterans Discount").

2. Payment to GC Franchising, LLC of the Veteran's Discount. Franchisee understands that GC Franchising, LLC is providing Franchisee with the Veteran's Discount in order to assist Franchisee with starting the franchise and providing ongoing continuity in the operation of the franchise. If either (i) the Franchise Agreement terminates or (ii) the Franchisee ceases to operate the business under the Franchise Agreement during the three-year period after the date on which the Franchisee commences operation under the Franchise Agreement, Franchisee will be required to immediately pay the entire Veterans Discount to GC Franchising, LLC. If these conditions do not occur during the three- year period after the date the business commences operation under the Franchise Agreement, Franchisee shall have no responsibility to pay GC Franchising, LLC for the Veterans Discount.

3. Terms of Addendum Govern, Etc. Except as provided above, all other terms of the Franchise Agreement shall remain in full force and effect. If the terms of this Addendum conflict with the Franchise Agreement, the terms of this Addendum shall govern. All terms not defined herein shall have the same meaning as in the Franchise Agreement. This Addendum shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the Effective Date of the Franchise Agreement.

FRANCHISEE:

**Individual
Franchisee**

GC FRANCHISING, LLC:

By: _____

**Corporate Franchisee
By:** _____

Title: _____

Designated Owner:

APPENDIX F.2

FRANCHISEE WEB PAGE PARTICIPATION AGREEMENT

THIS FRANCHISEE WEB PAGE PARTICIPATION AGREEMENT (this "**Agreement**") is made as of _____, 20__, by and between GC Franchising, LLC, a New Jersey Limited Liability Company ("**GC Franchising, LLC**") and the Franchisee identified at the end of this Agreement ("**Franchisee**").

BACKGROUND

Franchisee has entered into a Franchisee Agreement with GC Franchising, LLC pursuant to which Franchisee operates a Geese Chasers franchise (the "**Franchise Agreement**"). GC Franchising, LLC has a web site located at www.geesechasers.com. This web site or any substitute or replacement web site that GC Franchising, LLC requires for Franchisee Web Pages (defined below) hosted on what is referred to as the "**Geese Chasers Web Site**". Franchisee is interested in having its own web page on the GC Franchising, LLC Web Site (the "**Franchisee Web Page**"). GC Franchising, LLC is willing to host the Franchisee Web Page on the GC Franchising, LLC Web Site, on the terms and subject to the conditions set forth below. Any terms used in this Agreement but not defined herein shall have the definition ascribed to them in the Franchisee Agreement.

NOW, THEREFORE, in consideration of the mutual premises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Creation and Maintenance of Franchisee Webpage. GC Franchising, LLC will create, provide and maintain a Franchisee Web Page for Franchisee's GC Franchising, LLC franchise, with such features and functionality as GC Franchising, LLC may determine, subject to the terms and conditions set forth in this Agreement, the Franchisee Agreement, the GC Franchising, LLC Operations Manual and in writing by Geese Chasers from time to time. GC Franchising, LLC may update or modify the Franchisee Web Page from time to time to include new or different features and functionality in its sole discretion. Franchisee agrees to abide by all policies in connection with the Franchisee Web Page and any such updates. GC Franchising, LLC may offer Franchisee the chance to customize certain portions of the Franchisee Web Page and add features and information (e.g., a photo of Franchisee's business, hours of business) in its sole discretion. All content, modifications and additional features, if any, must be approved by GC Franchising, LLC. GC Franchising, LLC reserves the right to terminate, suspend and/or change the GC Franchising, LLC Web Site and/or Franchisee Web Page at any time for any reason.

2. Hosting the Franchisee Web Page. GC Franchising, LLC will use commercially reasonable efforts to host the Franchisee Web Page available on the internet, at such uniform resource location as GC Franchising, LLC may determine, on a 24 hour a day, 7 day a week basis, subject to any needed downtime for maintenance purposes, and maintenance and system outages, whether scheduled or unscheduled. Franchisee acknowledges and agrees that GC Franchising, LLC can make no guarantee that any given user will be able to access the GC Franchising, LLC Web Site and/or Franchisee Web Page at any given time. Franchisee also acknowledges and agrees that there are no assurances that access and service will be available at all times or be uninterrupted, and GC Franchising, LLC shall not be liable to Franchisee or to any third party for any damage or loss, including any loss of sales opportunity, revenue or goodwill, for failure of accessibility to the GC Franchising, LLC Web Site and/or the Franchisee Web Page, including due to failures of the internet or for any other causes, whether or not within GC Franchising, LLC's control.

3. Franchisee Computer System Requirements. Franchisee must maintain a computer system that meets the specifications and requirements that GC Franchising, LLC requires of its franchisees from time to time. Franchisee must also subscribe, at Franchisee's expense, to a reliable internet service provider or other electronic communication provider or service. Franchisee will be responsible for any incidental expenses Franchisee incurs with respect to obtaining and maintaining such service. GC Franchising, LLC may require Franchisee, at Franchisee's expense, to update Franchisee's computer system and internet or electronic communication connection from time to time for technology advancements and upgrades, changes in features and functionality and similar reasons.

4. Fees and Payments. The basic standardized format Franchisee Web Page is currently provided to Franchisee by GC Franchising, LLC for no cost. GC Franchising, LLC may require that Franchisee pay a monthly fee, which may be changed from time to time by GC Franchising, LLC, provided that GC Franchising, LLC gives Franchisee not less than thirty (30) days prior notice specifying the amount of the fee or modified fee and the effective date of such change. Franchisee may also be provided the option, however, either at the time of signing this Agreement or in the future, of selecting other Franchisee web page formats made available by GC Franchising, LLC for Franchisee's Franchisee Web Page. These web pages ("Premium Web Pages") may have additional features, options or functionality, and will be offered for a separate monthly fee to be determined by GC Franchising, LLC. Any such fees will be in addition to any costs or expense related to computer hardware or software or Franchisee's connectivity with the web pages. Any fees to be paid by Franchisee in connection with the Franchisee Web Page and Premium Web Page may be changed from time to time by GC Franchising, LLC in its sole discretion. Such fees will be invoiced to Franchisee on Franchisee's statement. If Franchisee has a Premium Web Page, the Premium Web Page shall be considered a "Franchisee Web Page" for the purposes of this Agreement. Franchisee acknowledges that Franchisee has no right to any Premium Web Page or Franchisee Web Page and that GC Franchising, LLC may make such pages available to Franchisee in GC Franchising, LLC's sole discretion. All fees are considered fully earned when invoiced.

5. Franchisee Restrictions.

5.1. No Other Web Site. Franchisee may not create, post, maintain or operate, directly or through a third party, unless approved by GC Franchising, LLC, a web site or any web pages for Franchisee's business and franchise. Also, any such web site or web page other than the Franchisee Web Page may be deemed unapproved advertising under the terms of the Franchisee Agreement or otherwise prohibited by the Franchisee Agreement or the Geese Chasers Program. Notwithstanding the forgoing, Franchisees may create a business page on social media sites, or similar sites, if permitted in the Operations Manual and any policies relating to websites, webpages, social media and/or digital communication. Any such social media pages, or similar such pages, must at all times be in compliance with the Franchise Agreement, Operations Manual and GC Franchising, LLC policies.

5.2. Advertising Approval. Franchisee is prohibited from advertising the Franchisee Web Page, either directly or indirectly, and from engaging in any other form of cyberspace advertising or promotion, including any advertising on the Franchisee Web Page or any listing in any business directory or "electronic yellow pages", except as set forth in the Geese Chasers Program or as GC Franchising, LLC may require or allow from time to time. GC Franchising, LLC is under no obligation to allow any advertising on the Franchisee Web Page or any advertising of the Franchisee Web Page. Franchisee acknowledges, however, that GC Franchising, LLC may engage in any such advertising as it determines in its sole discretion without obtaining the consent of Franchisee or providing Franchisee any notice of same.

5.3. **No Links or Advertising.** Franchisee may not directly or indirectly create or authorize any links or other references or affiliate relationships to the Franchisee Web Page or GC Franchising, LLC Web Site, nor any advertising on or in any way connected to or referencing the Franchisee Web Page or GC Franchising, LLC Web Site except as set forth in Section 5.2 above. Franchisee may not redirect any Web Site, uniform resource location or other internet address or location to the Franchisee Web Page or GC Franchising, LLC Web Site.

5.4. **No Sales Except as Authorized by GC Franchising, LLC.** Franchisee may not sell any Product or merchandise of any kind on the internet, including in connection with the Franchisee Web Page or GC Franchising, LLC Web Site, except as may be specifically permitted by GC Franchising, LLC.

6. **Terms of Use for Franchisee Web Page.** GC Franchising, LLC may require Franchisee to require authorized users with access to the Franchisee Web Page to agree to terms and conditions of use in connection with the Franchisee Web Page. These terms and conditions of use may be provided by GC Franchising, LLC and may, among other things: (a) disclaim any and all express or implied warranties by GC Franchising, LLC in connection with the Franchisee Web Page; (b) notify the user that the Franchisee Web Page is provided "as is" without any warranties of any kind; (c) disclaim any and all liability by GC Franchising, LLC for consequential, direct, indirect, special, exemplary or punitive damages whatsoever incurred in connection with the use of the Franchisee Web Page; and (d) require the user to consent to the use of electronic signatures and electronic records in conducting any transaction on or through the Franchisee Web Page. The terms and conditions of use will be between Franchisee and the authorized users of the Franchisee Web Page. GC Franchising, LLC will not be a party to such terms and conditions of use. Franchisee will be responsible for enforcing the terms and conditions of use. These terms and conditions of use may be modified by GC Franchising, LLC from time to time.

7. Intellectual Property: Proprietary Rights: Privacy Notices.

7.1. **Trademarks and Domain Names.** The term "Trademarks" as used in this Agreement refers to all words, symbols, designs, trade names, service marks or combinations thereof used to identify GC Franchising, LLC, the Geese Chasers Program, and GC Franchising, LLC's Services and/or Products and Services. Franchisee shall use the Trademarks only in the manner approved in writing by GC Franchising, LLC, and in conformance with, this Agreement, Franchisee's Franchisee Agreement, the Operations Manual, the GC Franchising, LLC Terms and Conditions of Use, the GC Franchising, LLC Privacy Policy, other written agreements between GC Franchising, LLC and Franchisee, other written policies and otherwise set forth in writing by GC Franchising, LLC from time to time. Franchisee may not use the GC Franchising, LLC Trademarks, in whole or in part, as part of any internet address, email address or any other electronic address. Franchisee also may not register or attempt to register any of the Trademarks, in whole or in part, with any domain name registrar(s) in the U. S. or elsewhere. Title to and ownership of the Trademarks shall remain with GC Franchising, LLC. Franchisee shall not take any action that is inconsistent with GC Franchising, LLC's ownership of the Trademarks, and any benefits accruing from use of the Trademarks shall inure to the benefit of GC Franchising, LLC. GC Franchising, LLC will retain ownership of all domain names, including the domain name of Franchisee's Franchisee Web Page, during and after the term of Franchisee's Franchisee Agreement.

7.2. **Franchisee Content.** To the extent Franchisee provides GC Franchising, LLC with any content, information or other material to be into the Franchisee Web Page, Franchisee warrants and represents that Franchisee will not provide GC Franchising, LLC, or use in conjunction with the Franchisee Web Page or any content, information or other materials on the Franchisee Web Page, any, content, information or other materials that infringe or violate any intellectual property rights of any third party, or any rights of publicity or privacy. In addition, Franchisee agrees that such content or content posted to the Franchisee Web Page by others, including users, will not contain any material which is objectionable to GC

Franchising, LLC in its sole discretion, including, without limitation, content which is potentially defamatory, disparaging, profane, vulgar, obscene or pornographic, contains confidential information or trade secrets, or which casts GC Franchising, LLC or any other party, including competitors or other GC Franchising, LLC Franchisees, in a negative light. Franchisee acknowledges and agrees that Franchisee does not have any right under this Agreement to post content on the Franchisee Web Page or to maintain any content on the Franchisee Web Page and that GC Franchising, LLC has an absolute right to edit, modify or delete any content of any kind on the Franchisee Web Page. In addition, Franchisee is required to remove any content or request that such content be removed upon discovery of same.

7.3. Privacy and Other Notices. Franchisee may be required to use privacy and other notices in connection with Franchisee's Franchisee Web Page. These notices may be provided by GC Franchising, LLC and may, among other things, state that all customer information is owned by Geese Chasers and disclose the manner in which information will be used by both GC Franchising, LLC and Franchisee. These notices may be modified from time to time by GC Franchising, LLC.

7.4. Rights Regarding Data. All rights in and to any information or data relating to the GC Franchising, LLC Web Site and the Franchisee Web Page, including the log of "hits" by visitors, use tracking, the web pages they visited, and customer information (including any personal or business data they voluntarily supply), will be owned solely by GC Franchising, LLC. Franchisee agrees to keep all such information confidential and secure, in accordance with the Geese Chasers Program or as GC Franchising, LLC may require from time to time and consistent with the standards set forth on the GC Franchising, LLC Web Site, including the privacy policy set forth therein, as may be revised from time to time by GC Franchising, LLC in its sole discretion.

8. Compliance with GC franchising, LLC Policies and Applicable Laws.

8.1. Compliance with GC Franchising, LLC Policies. Franchisee agrees to and shall comply with all then-current GC Franchising, LLC policies relating to the use of the Franchisee Web Page, including, without limitation, any legal or other notices, including any, terms and conditions of use of the Franchisee Web Page, the GC Franchising, LLC Privacy Policy and other written policies set forth in this Agreement, the GC Franchising, LLC Web Site, Franchisee's Franchise Agreement, the GC Franchising, LLC Operations Manual, and any other written agreements between GC Franchising, LLC and Franchisee and otherwise.

8.2. Compliance with Applicable Laws. Franchisee shall comply with all applicable laws, statutes, ordinances and/or regulations applicable to Franchisee's business and the use of the Franchisee Web Page, including any relating to sales or other taxes.

9. Disclaimer by GC Franchising, LLC. GC FRANCHISING, LLC DISCLAIMS ALL WARRANTIES, GUARANTEES, AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON INFRINGEMENT. GC FRANCHISING, LLC DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE OR COMPLETELY SECURE, OR THAT ERRORS OR DEFECTS WILL BE CORRECTED.

10. Limitation on Liability. IN NO EVENT SHALL GC FRANCHISING, LLC HAVE ANY LIABILITY TO FRANCHISEE OR TO ANY THIRD PARTY FOR CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT, EVEN IF GC FRANCHISING, LLC OR ANY OF ITS AFFILIATED COMPANIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL, AGGREGATE LIABILITY OF GC FRANCHISING, LLC ARISING FROM OR RELATED TO THIS AGREEMENT, FOR ANY REASON, SHALL BE LIMITED TO

FRANCHISEE'S DIRECT DAMAGES NOT TO EXCEED THE FEES ACTUALLY PAID TO GC FRANCHISING, LLC UNDER THIS AGREEMENT, OR \$100, WHICHEVER IS HIGHER. THE PARTIES AGREE THAT GC FRANCHISING, LLC WILL BE LIABLE FOR DIRECT DAMAGES ONLY IF IT FAILS TO EXERCISE ORDINARY CARE, AND THAT IT SHALL BE DEEMED TO HAVE EXERCISED ORDINARY CARE IF ITS ACTION OR FAILURE TO ACT IS IN CONFORMITY WITH COMMERCIALLY REASONABLE PRACTICES IN THE INDUSTRY.

THE FOREGOING LIMITATIONS APPLY TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING WITHOUT LIMITATION TO BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATIONS, AND OTHER TORTS. EACH OF THE PARTIES ACKNOWLEDGES THAT IT UNDERSTANDS THE LEGAL AND ECONOMIC RAMIFICATIONS OF THE FOREGOING LIMITATIONS, AND THAT THE FOREGOING LIMITATIONS FORM AN ESSENTIAL PART OF THE AGREEMENT OF THE PARTIES.

11. Default or Breach. GC Franchising, LLC may, in its sole discretion, a) discontinue or delete Franchisee's Franchisee Web Page, b) discontinue Franchisee's use of a Premium Web Page, c) display only minimal information on Franchisee's Franchisee Web Page or d) terminate this Agreement if Franchisee (i) does not adhere to GC Franchising, LLC's rules and policies relating to Franchisee's Franchisee Web Page and the GC Franchising, LLC Web Site as set forth in this Agreement, Franchisee's Franchise Agreement, the GC Franchising, LLC Operations Manual, GC Franchising, LLC terms and conditions of use, privacy policy, or any other written agreements between GC Franchising, LLC and Franchisee and any other writing or (ii) if Franchisee is in default or breach under this Agreement.

12. Term and Termination.

12.1. Term of Agreement. This Agreement shall commence on the date first set forth above and shall continue during the term of Franchisee's Franchise Agreement, unless terminated as set forth below.

12.2. Termination. This Agreement shall terminate upon the earlier to occur of any one or more of the following:

- (i) upon 30 days written notice of termination by Franchisee to GC Franchising,
- (ii) expiration or termination of Franchisee's Franchise Agreement;
- (iii) at such time as GC Franchising, LLC may discontinue the GC Franchising, LLC Web Site or the Franchisee web pages, in each case as GC Franchising, LLC may determine in its sole discretion; and/or
- (iv) in GC Franchising, LLC's sole discretion in the event of any default or breach by Franchisee under this Agreement.

13. General.

13.1. Dispute Resolution.

A. Provisional Remedies. Each party shall have the right to seek from an appropriate court provisional remedies including, but not limited to, temporary restraining orders, preliminary injunctions or replevin orders before. Any such action shall be brought by GC Franchising, LLC or Franchisee in the state of New Jersey. The parties consent to the exercise of personal jurisdiction over them by courts located there and to the propriety of venue in such courts for the purpose of carrying out this provision; they waive any objections that they would

otherwise have to the same; and they waive the right to have any such action decided by a jury.

13.2. Entire Agreement: Assignment. This Agreement, together with Franchisee's Franchise Agreement and any other written policies or agreements referred to herein, constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. No amendment or modification of this Agreement shall be binding unless in writing and duly executed by both parties. This Agreement and all rights and obligations hereunder may be assigned by GC Franchising, LLC without notice or consent.

13.3. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of New Jersey.

13.4. Severability. If any provision contained in this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such provision will be severed herefrom and such invalidity or unenforceability will not affect any other provision of this Agreement, the balance of which will remain in and have its intended full force and effect; *provided, however*, if and to the extent such invalid or unenforceable provision may be modified so as to be valid and enforceable as a matter of law, such provision will be deemed to have been modified so as to be valid and enforceable to the maximum extent permitted by law.

13.5. Waiver. A waiver of any breach of this Agreement shall not constitute a waiver of any other breach or covenant of this Agreement, current or future. A waiver shall not be effective unless made in writing.

13.6. Counterparts. This Agreement may be signed in counterparts and, when so signed, will constitute a single Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

FRANCHISEE:

GC FRANCHISING, LLC:

By:

By:

Printed Name:

Printed Name:

Title:

Title:

Date:

Date:

Address:

APPENDIX F.3

ACKNOWLEDGEMENT REGARDING TERRITORY

I hereby acknowledge that I have completed my due diligence to my satisfaction regarding the Territory attached to the Standard Franchise Agreement which I am about to sign. I have received the assistance I requested from GC Franchising, LLC ("GC Franchising, LLC"). I further acknowledge that to the extent I requested, I was shown the location of my Territory, and I had the opportunity to identify potential customers in said Territory and all of my questions regarding the Territory have been answered to my satisfaction. I am satisfied with the potential customers in my Territory.

I hereby confirm that I have been advised that if any statement in this Acknowledgement Regarding Territory ("Acknowledgement") is not correct I should not sign this Acknowledgement.

FRANCHISEE:

Full Name

Date: _____

APPENDIX F.4.A Release (Expansion)

_____("Franchisee") has requested that GC Franchising, LLC ("GC Franchising, LLC") grant Franchisee the right to add an additional franchise to an existing franchise under the GC Franchising, LLC expansion program.

In consideration of GC Franchising, LLC granting Franchisee such expansion rights and other good and valuable consideration, the receipt and sufficiency of which, is hereby acknowledged, Franchisee and if Franchisee is a corporation or limited liability company, its individual shareholders or members (collectively the Franchisee and individual shareholders and members, if applicable, are referred to as "Releasing Party") does hereby make this Release as follows:

1. Releasing Party (for Releasing Party and any person in privity with or claiming through, on behalf of or in the right of Releasing Party, including but limited to spouses and other family members, heirs, executors, representatives, successors and assigns) Fully and Unconditionally RELEASES and DISCHARGES GC Franchising, LLC and its affiliates (and their respective past and current officers, directors, shareholders, employees, agents, spouses, heirs, executors, successors and assigns) from and against any and all claims, allegations, causes of action, obligations, losses, damages or liabilities of every kind (collectively "Claims"), relating to or arising out of any action, omission or representation or other basis of liability, tort or contract or under any federal, state or local laws, rules, ordinances or regulations including, but not limited to, claims arising under any agreement or understanding between the Franchisee and GC Franchising, LLC or any of its affiliates or Franchisee's operation of his GC Franchising, LLC Franchise from the beginning of time to the date of this Release. Nothing contained herein shall release any Claim, the release of which is prohibited by applicable law.
2. Releasing Party acknowledges that Releasing Party is aware that Releasing Party may hereafter discover facts in addition to or different from those that Releasing Party now knows or believes to be true with respect to the subject matter of this Release, but that Releasing Party intends to and does hereby, fully release and discharge all Claims referenced in this Release without regard to the subsequent discovery or existence of different or additional facts.

Releasing Party has entered into this Release in favor of GC Franchising, LLC as of _____, 20____, freely and voluntarily, without duress and coercion, and having read and understood each provision set out above.

FRANCHISEE:

Full Name

Witness

APPENDIX F.4.B

Release (Renewal)

_____("Franchisee") has notified GC Franchising, LLC ("GC Franchising, LLC") that Franchisee is exercising Franchisee's option to renew under the conditions specified in Section 3 of the Franchise Agreement (the "Franchise Agreement") dated _____, between Franchisee and GC Franchising, LLC.

In accordance with the conditions of Section 3 of the Franchise Agreement, in consideration of GC Franchising, LLC granting Franchisee such renewal and other good and valuable consideration, the receipt and sufficiency of which, is hereby acknowledged, Franchisee and if Franchisee is a corporation or limited liability Company, its individual shareholders or members (collectively the Franchisee and individual shareholders and members, if applicable, are referred to as "Releasing Party") does hereby make this Release as follows:

1. Releasing Party (for Releasing Party and any person in privity with or claiming through, on behalf of or in the right of Releasing Party, including but limited to spouses and other family members, heirs, executors, representatives, successors and assigns) Fully and Unconditionally RELEASES and DISCHARGES GC Franchising, LLC and its affiliates (and their respective past and current officers, directors, shareholders, employees, agents, spouses, heirs, executors, successors and assigns) from and against any and all claims, allegations, causes of action, obligations, losses, damages or liabilities of every kind (collectively "Claims"), relating to or arising out of any action, omission or representation or other basis of liability, tort or contract or under any federal, state or local laws, rules, ordinances or regulations including, but not limited to, claims arising under the Franchise Agreement or any other agreement or understanding between the Franchisee and GC Franchising, LLC or any of its affiliates or Franchisee's operation of his Franchise pursuant to the Franchise Agreement from the beginning of time to the date of this Release. Nothing contained herein shall release any Claim, the release of which is prohibited by applicable law.
2. Releasing Party acknowledges that he is aware that he may hereafter discover facts in addition to or different from those that he now knows or believes to be true with respect to the subject matter of this Release, but that he intends to and does hereby, fully release and discharge all claims referenced in this Release without regard to the subsequent discovery or existence of different or additional facts.

Releasing Party has entered into this Release in favor of GC Franchising, LLC as of _____, 20_____, freely and voluntarily, without duress and coercion, and having read and understood each provision set out above.

FRANCHISEE:

Full Name

Witness

APPENDIX F.4.C

GC FRANCHISING, LLC CONSENT TO TRANSFER AGREEMENT

This Consent to Transfer Agreement, made and effective the latter of the dates signed below, is between GC Franchising, LLC ("GC Franchising, LLC"); and _____, a _____ resident ("Buyer") _____ an individual ("Seller");

WHEREAS, GC Franchising, LLC and Seller are parties to the GC Franchising, LLC Standard Franchise Agreement, dated _____ (the "Franchise Agreement"); WHEREAS, Seller wishes to transfer to Buyer certain franchise business assets and terminate the relationship created by the Franchise Agreement;

WHEREAS, Buyer wishes to purchase certain assets of the Seller's franchise business and enter into a new Standard Franchise Agreement with GC Franchising, LLC;

WHEREAS, pursuant to the provisions of the Franchise Agreement, such transfer is subject to the consent of GC Franchising, LLC's right of first refusal on the same terms; and,

WHEREAS, GC Franchising, LLC is willing to consent to the transfer and waive its Right of First Refusal to purchase the assets being transferred subject to the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties to this agreement agree as follows:

1. Representations.

A. Seller represents to GC Franchising, LLC that it owns all right, title, and interest in and to the assets being transferred to Buyer and that the purchase price paid by the Buyer for the assets being acquired from the Seller and the terms regarding payment are identical to the purchase price and terms contained in the right of first refusal previously extended to GC Franchising, LLC by Seller.

B. Buyer represents to GC Franchising, LLC that it has inspected the assets being transferred by Seller and agrees to employ those assets only in conjunction with the operation of a GC Franchising, LLC franchise pursuant to a new Standard Franchise Agreement.

C. Seller and Buyer represent and warrant to GC Franchising, LLC that they each have the authority to execute this Agreement.

2. Consent. GC Franchising, LLC consents to the transfer by Seller to Buyer of all right, title, and interest in and to the inventory, equipment, customer receivables, and goodwill being transferred to the Buyer, and waives its Right of First Refusal under the terms of the Franchise Agreement, if:

A. Seller is not in default under the Franchise Agreement or any other agreement with Geese Chasers, LLC or any of its affiliates or divisions;

B. Seller has paid in full, as of the date of transfer, all ascertained or liquidated debts of Seller to GC Franchising, LLC, and is current on all contractual obligations relating to the franchise;

C. Buyer executes the current form of Standard Franchise Agreement upon the date of transfer, and grants to GC Franchising, LLC a security interest to the same extent as the Seller has done so in any of the agreements or other documents ancillary to the Franchise Agreement; and Buyer agrees to execute all documents requested by GC Franchising, LLC to memorialize and/or perfect the security interest;

D. On the date of transfer, Buyer pays GC Franchising, LLC a transfer fee of \$5,000.00; Buyer will satisfactorily complete GC Franchising, LLC's initial training program required for all new franchisees; and

E. Seller agrees to continue complying with the confidentiality provisions of the Franchise Agreement, notwithstanding its termination under this Agreement.

3. Termination of the Franchise Agreement. Seller and GC Franchising, LLC mutually agree that the Franchise Agreement shall be terminated and shall have no further force and effect as of the time that all conditions of this Agreement have been met by the parties.

If the Franchise Agreement contains provisions regarding Seller's activities after termination of the franchise, such provisions shall continue in full force and effect after the execution of this Agreement notwithstanding any other provision hereof. Such promises and obligations may relate, among other things, to any one or more of the following matters: the confidentiality of GC Franchising, LLC's trade secrets; the return of GC Franchising, LLC's manuals and other materials as well as all software licensed to Seller; the discontinuance of Seller's use of and removal of GC Franchising, LLC trademarks; the termination of the franchise or use of GC Franchising, LLC's trade secrets or other information relating to the franchise; and limitations on the Seller's right to compete with GC Franchising, LLC.

4. Indemnification and Warranties. Seller and Buyer and their successors, assigns, subsidiaries, divisions and agents, shall indemnify and hold harmless GC Franchising, LLC and any of its subsidiaries, successors, assigns, officers, directors, employees and agents, and each of them, against:

A. Any and all liabilities, losses, damages, deficiencies, claims, costs, or expenses of any nature resulting, directly or indirectly, from:

1. Any misrepresentations or breach of warranty or covenant on the part of Seller or Buyer under this Agreement or otherwise;

2. The nonfulfillment of any conditions under this Agreement or otherwise; and

3. The transfer of the Franchise Agreement and the assets of the Franchise Business.

B. Any and all actions, suits (third party or otherwise), proceedings, investigations, demands, assessments, judgments, costs and expenses incident to the foregoing, including but not limited to, reasonable legal and accounting fees.

5. General Release by Seller. PLEASE READ CAREFULLY. THIS AGREEMENT CONTAINS A RELEASE OF KNOWN AND UNKNOWN CLAIMS. Seller (for Seller and any person in privity with or claiming through, on behalf of, or in the right of Seller, including but not limited to, spouses and other family, representatives, successors and assigns) RELEASES and FULLY DISCHARGES GC Franchising, LLC (itself and its affiliates, and all of their respective past and current parent companies, subsidiaries, affiliates, agents, employees, officers, directors, partners, principals, members, shareholders, representatives, attorneys, insurers, reinsurers, estates, executors, administrators, heirs, successors and assigns, if any, and any persons acting by or through, under or in concert with them, from and against any and all claims, allegations, causes of action, obligations, losses, damages or liabilities of every kind, relating to or arising out of any action, omission or representation or other basis of liability in tort or contract or under any state or federal law or regulation, that Seller may have against GC Franchising, LLC, whether known or unknown, whether currently existing or hereafter asserted, including, but not limited to: (A) claims arising under all

applicable Franchise acts, Federal Trade Commission regulations, Deceptive Trade Practices acts, Unfair Business Practices acts, Little FTC acts, Business Opportunity Acts, Consumer Protection acts and/or Seller Assisted Marketing Plan acts; (B) claims arising under all applicable employment laws, including, but not limited to: the Age Discrimination in Employment Act, the Employee Retirement Income Security Act, any Fair Employment Laws, and all applicable regulations thereunder; (C) claims related to the entry into, performance (or failure to perform) under, or termination of the franchise, the Franchise Agreement, any employment relationship, or any other agreement or understanding between the parties prior to the date of this Agreement; (D) claims related to any vehicles used in the franchise business and the financing or leasing of said vehicles; and/or (E) claims related to any financing obtained in connection with the franchise. Neither party admits any liability or violation of any duty, statute or regulation by entering into this Agreement.

Notwithstanding anything above to the contrary, this Agreement will not impair, release or extinguish the representations, warranties and agreements made or affirmed (including the reaffirmation of certain provisions of the Franchise Agreement) in this Agreement.

6. Waiver of Rights. Seller hereby expressly waives and relinquishes, to the fullest extent permitted by law, the provisions, rights and benefits of any statute or law of the jurisdiction in which Seller resides at the time of signing this Agreement and any and all provisions, rights and benefits of any similar statute or law of any other jurisdiction. Seller does hereby further acknowledge that Seller is aware that Seller may hereafter discover facts in addition to or different from those which Seller now knows or believes to be true with respect to the subject matter of this Agreement, but Seller intends to, and does hereby, fully, finally and forever settle, release and discharge all Claims referenced in this Agreement without regard to the subsequent discovery or existence of different or additional facts.

7. Transfer. This Agreement is not transferable by Seller or Buyer.

8. Dispute Resolution.

A. Severability. In the event any provision in this paragraph 8, other than the prohibition against consolidation, joinder and class action, is determined to be legally invalid or unenforceable under the law applicable in a particular case, then it is the intention of the parties to this Agreement that such provision be deemed inoperative and stricken from this Agreement, and that the remainder of this paragraph 8., to the extent not legally invalid or unenforceable under applicable law, be enforced as written and as if the invalid or unenforceable provision or provisions had not been included in this paragraph 8. If the prohibition against consolidation, joinder and class action is determined to be legally invalid or unenforceable in a particular case, then it is the intent of the parties that the case shall proceed only in any federal court of competent jurisdiction, or in the event there is no jurisdiction in a federal court, then in that situation only, the case shall proceed in a state court of competent jurisdiction.

B. Provisional Remedies. Each party shall have the right to seek from an appropriate court provisional remedies including, but not limited to, temporary restraining orders, preliminary injunctions or replevin. Any such action shall be brought by GC Franchising, LLC or Seller in the state of Pennsylvania. The parties consent to the exercise of personal jurisdiction over them by courts located there and to the propriety of venue in such courts for the purpose of carrying out this provision; they waive any objections that they would otherwise have to the same; and they waive the right to have any such action decided by a jury.

9. Joint and Several Liability. If Seller or Buyer consists of more than one individual or entity, their liability under this Agreement shall be deemed to be joint and several.

10. Severability and Substitution. In the event any provision of this Agreement is determined by a court of competent jurisdiction to be legally invalid or unenforceable under the law applicable in a particular case, then it is the intention of the parties to this Agreement that such provision be

deemed inoperative and stricken from this Agreement, and that this remainder of this Agreement, to the extent not legally invalid or unenforceable under applicable law, be enforced as written and as if the invalid or unenforceable provision had not been included in this Agreement.

11. Integrated Agreement. This Agreement represents the entire understanding between the parties and supersedes any previous understanding relating to the subject of this Agreement. This Agreement may be modified only by a writing signed by all parties.

12. Waiver. A waiver by any party to this Agreement shall not be considered as a waiver of any subsequent default or breach of the same or other provisions of this Agreement. The failure by any party to this Agreement to object to or to take affirmative action with respect to, any conduct of the other which is in violation of this Agreement shall not be construed as a waiver thereof, or of any future breach or subsequent wrongful conduct.

13. Execution in Counterparts. This Agreement will be considered enforceable even if separate copies are executed, so long as both parties receive an executed copy from the other party.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates shown, intending to be legally bound.

SELLER:	BUYER:
By: _____	By: _____
Printed Name: _____	Printed Name: _____
Date: _____	Date: _____

GC FRANCHISING, LLC:

By: _____

Printed Name: _____

Title: _____

Date: _____

APPENDIX G – List of State Administrators

California	Michigan	Rhode Island
California Commissioner of Corporations One Sansome Street Suite 600 San Francisco, CA	Michigan Attorney General Consumer Protection Division Attention: Franchise Section 525 W. Ottawa Street G. Mennen Williams Building, 1 st Floor Lansing, MI 48933	Rhode Island Department of Business Regulation Division of Securities 1511 Pontiac Avenue Cranston, RI 02920-4407
Hawaii	Minnesota	South Dakota
Department of Commerce and Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant St., Room 203 Honolulu, HI 96813	Commissioner of Commerce Minnesota Department of Commerce Registration Division 85 7 th Place East, Suite 500 St. Paul, MN 55101-2198	Director of Division of Securities Department of Revenue and Regulation 445 East Capitol Avenue Pierre, SD 57501-3185
Illinois	Nebraska	Texas
Office of the Attorney General Franchise Division 500 South Second Street Springfield, IL 62706	Department of Banking and Finance 1230 O Street Lincoln, NE 68508	Statutory Document Section Secretary of State P.O. Box 12887 Austin, TX 78711
Indiana	New York	Utah
Indiana Securities Division Secretary of State 302 West Washington Street Room E-111 Indianapolis, IN 46204	NYS Department of Law Investor Protection Bureau 28 Liberty St. 21 st Floor New York, NY 10005 (212) 416-8285	Department of Commerce Division of Consumer Protection 160 E. Three Hundred South SM Box 146704 Salt Lake City, UT 84114-6704
Iowa	North Carolina	Virginia
Director of Regulated Industries Unit Iowa Securities Bureau 340 Maple Street Des Moines, IA 50319-0066	Department of the Secretary of State 2 South Salisbury Street Raleigh, NC 27601-2903	State Corporation Commission Director, Division of Securities and Retail Franchising 1300 East Main Street Tyler Building, 9 th Floor
Maine	North Dakota	Washington
Department of Professional & Financial Regulation Banking Bureau, Securities Division 76 Northern Avenue Gardiner, ME 04345	North Dakota Securities Commissioner 600 East Boulevard 5 th Floor Bismarck, ND 58505-0510	Director of the Department of Financial Institutions Securities Division P.O. Box 9033 Olympia, WA 98507-9033

Maryland	Oregon	Wisconsin
Office of the Attorney General Division of Securities 200 St. Paul Place 20 th Floor Baltimore, MD 21202-2020	Department of Consumer and Business Services Division of Finance and Corporate Securities Labor and Industries Building 350 Winter Street NE, Rm. 410 Salem, OR 97310	Commissioner of Securities and Franchise Registration P.O. Box 1768 Madison, WI 53701

APPENDIX H

List of Agents for Service of Process for GC Franchising, LLC

NEW JERSEY:	ROBERT YOUNG	4 Milton Drive, Medford, New Jersey 08055
NEW YORK:	Secretary of State	99 Washington Avenue Albany, NY 12231
ILLINOIS:	Illinois Attorney General	500 South Second Street Springfield, IL 62706
INDIANA:	Secretary of State	200 W. Washington St. Room 200 Indianapolis, IN 46204
VIRGINIA:	Clerk of the State Corporation Commission	1300 E. Main St. First Floor, Richmond, VA 23219

APPENDIX I

CLAIMS REPRESENTATIONS FORM

1. Were any oral, written, or visual claims, warranties or representations made which contradicted the Disclosure Document?

☐ Yes ☐ No

(If none, Franchisee shall write, "NONE.")

2. Except for the information provided in the Disclosure Document, no oral, written, or visual claims, warranties or representations, that stated earnings, income, sales, revenues, expenses, costs or profit levels were made to me by a GC Franchising, LLC manager, except:

(If none, Franchisee shall write, "NONE.")

FRANCHISEE:

(Franchisee's Signature)

(Typed Name)

(Date)

APPENDIX J

LIST OF EFFECTIVE DATES

Except as indicated below, the Effective Date of this Disclosure Document in your state is April 30, 2024..

<u>State</u>	<u>Effective Date</u>
New York	Pending
Indiana	Pending
Virginia	Pending
Illinois	Pending

RECEIPT

This disclosure document summarizes provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If GC 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.

If GC 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 state agency listed on Appendix G to this disclosure document.

_____ is a Regional Manager whose address is _____ and whose telephone number is _____.

Issuance Date: April 24,, 2024

I have received a disclosure document with the issuance date of April 24, 2024 that includes the following Exhibits:

- A. Trademarks
- B. Patents
- C. Franchisees as of December 31, 2023;
- D. Franchisees Who Had a franchise Terminated, Canceled, Not Renewed or Otherwise Voluntarily or Involuntarily Ceased to do Business Under the Franchise Agreement in the Twelve-Month Period Ended December 31, 2023 (Appendix D);
- E. Audited Consolidated Financial Statements of GC Franchising, LLC as of December 31, 2023
- F. Standard Franchise Agreement Owner's Guaranty of Franchisee's Obligations (Appendix F.1.B); Addendum to the GC Franchising, LLC Standard Franchise Agreement (Renewal Franchise) (Appendix F.1.C); Addendum to the Geese Chasers Standard Franchise Agreement (Transfer Franchise) (Appendix F.1.D); Addendum to the GC Franchising, LLC Standard Franchise Agreement; Addendum to the GC Franchising, LLC Standard Franchise Agreement for Additional Franchise (Expansion Franchise) (Appendix F.1.E); Addendum to the GC Franchising, LLC Standard Franchise Agreement (Veteran's Discount) (Appendix F.1.F); Addendum to the GC Franchising, LLC Standard Franchise Agreement; Franchisee Web Site Participation Agreement (Appendix F.2); Acknowledgement Regarding Territory (F.3); Release (Expansion) (Appendix F.4.A); Release (Renewal) (Appendix F.4.B); Consent to Transfer Agreement (Appendix F.4.C);
- G. List of State Administrators
- H. List of Agents for Service of Process
- I. Claims Representation Form
- J. List of Effective Dates

Date

Prospective Franchisee

Printed Name

Address

RECEIPT

This disclosure document summarizes provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If GC 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.

If GC 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 state agency listed on Appendix G to this disclosure document.

_____ is a Regional Manager whose address is _____ and whose telephone number is _____.

Issuance Date: April 24, 2024

I have received a disclosure document with the issuance date of April 24, 2024 that includes the following Exhibits:

- A. Trademarks
- B. Patents
- C. Franchisees as of December 31, 2023;
- D. Franchisees Who Had a franchise Terminated, Canceled, Not Renewed or Otherwise Voluntarily or Involuntarily Ceased to do Business Under the Franchise Agreement in the Twelve-Month Period Ended December 31, 2023 (Appendix D);
- E. Audited Consolidated Financial Statements of GC Franchising, LLC as of December 31, 2023
- F. Standard Franchise Agreement Owner's Guaranty of Franchisee's Obligations (Appendix F.1.B); Addendum to the GC Franchising, LLC Standard Franchise Agreement (Renewal Franchise) (Appendix F.1.C); Addendum to the Geese Chasers Standard Franchise Agreement (Transfer Franchise) (Appendix F.1.D); Addendum to the GC Franchising, LLC Standard Franchise Agreement; Addendum to the GC Franchising, LLC Standard Franchise Agreement for Additional Franchise (Expansion Franchise) (Appendix F.1.E); Addendum to the GC Franchising, LLC Standard Franchise Agreement (Veteran's Discount) (Appendix F.1.F); Addendum to the GC Franchising, LLC Standard Franchise Agreement; Franchisee Web Site Participation Agreement (Appendix F.2); Acknowledgement Regarding Territory (F.3); Release (Expansion) (Appendix F.4.A); Release (Renewal) (Appendix F.4.B); Consent to Transfer Agreement (Appendix F.4.C);
- G. List of State Administrators
- H. List of Agents for Service of Process
- I. Claims Representation Form
- J. List of Effective Dates

Date

Prospective Franchisee

Printed Name

Address