FRANCHISE DISCLOSURE DOCUMENT

RENEW MEDIC FRANCHISING, LLC
A Delaware Limited Liability Company
57 Germantown Ct., Suite 201
Cordova, TN 38018
844-326-5292
franchisesales@tcbfranchising.com
renewmedic.com

We grant franchises for a Renew Medic™ specialty mitigation, restoration, transformation, re-sale, and manufacturing business.

The total investment necessary to begin operation of a traditional Renew Medic™ franchise is $383,411 to $842,150, this includes $100,000 that must be paid to us or one of our affiliates. The total investment necessary to begin operation of a small-market Renew Medic™ franchise is $358,411 to $817,150, this includes $75,000 that must be paid to us or one of our affiliates.

The total investment necessary to begin operation of two to five Franchised Businesses pursuant to a Multi-Unit Territory Addendum to the Franchise Agreement is $463,411 to $1,202,150, this includes $175,000 to $400,000 that must be paid to us or one of our affiliates.

This disclosure document summarizes certain provisions of your Franchise Agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive this disclosure document at least 14 calendar-days before you sign a binding agreement with, or make any payment to, us or any of our affiliates 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 the Franchise Sales office at 57 Germantown Court, Suite 201, Memphis, Tennessee 38018 or at 844-326-5292.

The terms of your Franchise Agreement will govern your franchise relationship. Don't rely on the disclosure document alone to understand your Franchise Agreement. Read all of your Franchise Agreement carefully. Show your Franchise Agreement and this disclosure document to an advisor, like a lawyer or 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 (FTC). You can contact the FTC at 1.877.FTC.HELP or by writing to the FTC at 600 Pennsylvania Avenue, N.W., Washington, D.C. 20580. You can also visit the FTC's home page at www.ftc.gov for additional information. Call your state agency or visit your public library for other sources of information on franchising.

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

The issuance date of this disclosure document is May 14, 2026.

How to Use This Franchise Disclosure Document

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

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

What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

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

Special Risks to Consider About *This* Franchise

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

1. **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in Tennessee. 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 Tennessee than in your own state.

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

3. **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.

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

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.

THIS MICHIGAN NOTICE APPLIES ONLY TO FRANCHISEES WHO ARE RESIDENTS OF MICHIGAN OR LOCATE THEIR FRANCHISES IN MICHIGAN.

NOTICE REQUIRED BY STATE OF 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.

(a) A prohibition of the right of a franchisee to join an association of franchisees.

(b) A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided in this act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.

(c) A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful 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.

(d) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the 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.

(e) A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.

(f) A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.

(g) A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:

(i) The failure of the proposed transferee to meet the franchisor's then current reasonable qualifications or standards.

(ii) The fact that the proposed transferee is a competitor of the franchisor or subfranchisor.

(iii) The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.

(iv) The failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the franchise agreement existing at the time of the proposed transfer.

(h) A provision that requires the franchisee to resell to the franchisor items that are not uniquely identified with the franchisor. This subdivision does not prohibit a provision that grants to a franchisor a right of first refusal to purchase the assets of a franchisee 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 franchisee 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 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, 670 Law Building, 525 West Ottawa Street, Lansing, Michigan 48913, (517) 335-7567.

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Item 1: The Franchisor, and Any Parents, Predecessors, and Affiliates

To simplify the language in this disclosure document, "**we**," "**us**," "**our**," or "**Franchisor**" means Renew Medic Franchising, LLC, the franchisor. "**You**," "**your**," or "**Franchisee**" means the person or entity purchasing a franchise. If you are a corporation, partnership, limited liability company or other entity, "you" includes your owners.

The Franchisor

We are a Delaware limited liability company formed in December 2023. Our principal business address is 57 Germantown Ct., Suite 201, Cordova, Tennessee 38018. We do business under the name Renew Medic®. Our agent for service of process in your state is listed in Exhibit E.

Our business is limited to franchising specialty mitigation, restoration, transformation, re-sale, and manufacturing businesses that perform residential and commercial cabinet repair, restoration, renewal, transformation re-sale, and manufacturing services under the Renew Medic trademarks throughout the United States. We have offered Renew Medic® franchises since April 18, 2024. We do not operate businesses of the type being franchised. We do not offer franchises in or engage in any other line of business, nor have we done so prior to the date of this disclosure document.

Parents, Predecessors and Affiliates

We have no predecessors. We are a direct subsidiary of TCB Services Holdings, LLC ("**TCB Services**"), a Delaware limited liability company with a principal address at 3060 Peachtree Road, NW, Suite 360, Atlanta, Georgia 30305. TCB Services provides management and support services to us and our franchisees.

We are an indirect subsidiary of TCB Services HoldCo, LLC ("**HoldCo**" or "**Guarantor**"), a Delaware limited liability company. On March 31, 2023, HoldCo, an affiliate of Eagle Merchant Partners ("**EMP**"), an Atlanta-based private equity investment firm with its principal place of business at 3060 Peachtree Road, NW, Suite 360, Atlanta, GA 30305, acquired control of TCB Services through intermediate holding companies, including TCB Services Intermediate, LLC. Guarantor guarantees the performance of our obligations under our franchise agreements.

We do not operate any of the Franchised Businesses, however, we have certain affiliates that do own and operate Franchised Businesses. We consider these affiliate-operated locations "Company" locations and disclose them in Item 20.

Affiliates Under the Control of Holdco

Our affiliates under the control of Holdco that currently offer other franchises include:

TCB AmeriSpec, LLC ("**AmeriSpec**"), a Delaware limited liability company, franchises home and commercial inspection businesses under the AmeriSpec® mark. The principal address for AmeriSpec is 57 Germantown Ct., Suite 201, Cordova, Tennessee 38018. AmeriSpec and its predecessors began offering franchises in 1988. As of December 31, 2025, AmeriSpec had 90 franchised businesses in the United States.

TCB Furniture Medic, LLC ("**Furniture Medic**"), a Delaware limited liability company, franchises furniture, cabinet and wood restoration, repair, fabrication, and refinishing businesses under the Furniture Medic® mark. The principal address for Furniture Medic is 57 Germantown Ct., Suite 201, Cordova, Tennessee 38018. Furniture Medic and its predecessors began offering franchises in 1992. As of December 31, 2025, Furniture Medic had 88 franchised businesses in the United States. In certain instances, Furniture Medic franchisees may refer or subcontract these services to our franchisees, although they are not obligated to do so. Likewise, you may refer or subcontract the Franchised Services (as defined below) to franchisees of Furniture Medic, although you are not obligated to do so.

TCB Services Ltd. ("**TCB Canada**") offers AmeriSpec® and Furniture Medic® franchise businesses serving residential and commercial customers in Canada. The principal address for TCB Canada is 7181 Woodbine Avenue 238, Markham, ON, Canada. As of December 31, 2025, there were approximately 86 franchises in Canada under the AmeriSpec® trade names and trademarks, and 6 franchises in Canada under the Furniture Medic® trade names and trademarks, throughout Canada.

TCB Group Holdings Limited ("**TCB UK**") offers AmeriSpec® and Furniture Medic® franchise businesses serving residential and commercial customers in Great Britain. The principal address for TCB UK is 10 Temple Back, Redcliffe, Bristol BS1 6FL, United Kingdom. As of December 31, 2025, there were no franchises in Great Britain that operate using the AmeriSpec® and Furniture Medic® trade names and trademarks.

AmeriSpec, Furniture Medic, TCB Canada, and TCB UK have never offered franchises in any line of business (except as provided above), have never conducted a business of the type you will operate, and do not provide products or services to our franchisees.

Other Affiliated Franchise Programs

Through control with private equity funds managed by EMP, we are affiliated with the following franchise programs ("**Affiliated Programs**"). None of these Affiliated Programs operate a franchise using the AmeriSpec®, Furniture Medic®, or Renew Medic® trade names and trademarks.

Code Ninjas, LLC ("**Code Ninjas**") a Texas limited liability company franchises learning centers that provide child-focused educational programs focused on computer programming skills under the Code Ninjas® trademark. Code Ninjas' principal place of business is 3500 Parkway Lane, Suite 400, Peachtree Corners, Georgia 30092. Code Ninjas began offering its franchises in November 2016. As of December 31, 2025, Code Ninjas had approximately 245 franchised outlets operating in the United States, and 346 franchised outlets operating internationally. Other than as described above, Code Ninjas has not offered franchises in any other line of business.

Enviro-Master International Franchise, LLC ("**Enviro-Master**") a North Carolina limited liability company franchises businesses that provide restroom hygiene, drain line management, window cleaning, power washing, paper, and chemical products and services to commercial customers under the Enviro-Master Services® trademarks. Enviro-Master's principal place of business is 5200 77 Center Drive Suite 500, Charlotte, North Carolina 28217. Enviro-Master has been franchising since January 2014. As of December 31, 2025, there were approximately 158 Enviro-Master franchised businesses operating in the United States and 2 outlets operating internationally. Other than as described above, Enviro-Master has not offered franchises in any other line of business.

Samco, LLC ("**SCM**") franchises businesses that provide concrete repairs and improvements to existing homes under the Sam The Concrete Man® trademark. SCM's principal business address is 6912 South Quentin Street, Suite 10, Centennial, Colorado 80112. SCM began offering its franchises in September 2013. As of December 31, 2025, there were approximately 113 SCM franchises in the United States.

None of the affiliated franchisors, including the Affiliated Programs, have offered franchises in any line of business (except as provided above), have conducted a business of the type you will operate, or are obligated to provide products or services to you (however, you may purchase products or services from these franchisors if you choose to do so).

Except as described above, we have no other parents, predecessors or affiliates that must be included in this Item.

The Franchise Offering

We offer franchises for a specialty mitigation, restoration, transformation, re-sale, and manufacturing business, that

operate under the Marks (as defined below) and using the System (as defined below) (the "**Franchised Business**"). Franchised Businesses perform residential and commercial cabinet repair, re-sale, restoration, renewal, transformation, renovation, and manufacturing services. Franchisees may also engage in new cabinet manufacturing services; provide commercial services for cabinet repair, restoration, and renewal services; and provide residential wood repair, restoration and cabinet transformation services as outlined in the Franchise Agreement and Operations Manual (the "**Franchised Services**"). These Franchised Services are primarily marketed to homeowners, business owners, insurance companies and others whose responsibilities include residential and commercial cabinetry.

If we grant you the right to operate a Franchised Business, you will sign a franchise agreement (the "**Franchise Agreement**") which gives you the right to use (i) our trade name, trademarks, service marks, insignias, and logos that we specify from time to time, including the Renew Medic® mark and other marks (the "**Marks**") and (ii) business methods, practices, and know-how (the "**System**") in a non-exclusive territory designated in your Franchise Agreement (the "**Territory**"). The form of Franchise Agreement is attached to this Disclosure Document as Exhibit A.

We currently offer two types of Franchised Businesses: (1) a traditional franchise that has a designated Territory that encompasses at least approximately 250,000 single family homes or a population in excess of 1,000,000 people at the time the Territory is determined (a "**Traditional Franchise**") and (2) a small-market franchise that has a designated Territory that encompasses between approximately 125,000 to 250,000 single family homes or a population in excess of 500,000 people at the time the Territory is determined (a "**Small-Market Franchise**"). The Small-Market Franchise is the same as our Traditional Franchise, except, the initial franchise fee is lower, the Territory is smaller, the minimum royalty requirements are lower and the minimum brand fund contributions are lower. There may also be some differences in other fee requirements and required personnel. If you purchase a Small-Market Franchise, you will sign our current Franchise Agreement as well as an Addendum to the Franchise Agreement—Small-Market Franchise ("**Small-Market Franchise Addendum**") in the form attached hereto as Exhibit C. The information in this Franchise Disclosure Document relating to the Franchised Business applies to both our Traditional Franchise and our Small-Market Franchise, unless otherwise noted.

We may, in our sole discretion, offer you the opportunity to purchase multiple Franchised Businesses that are Traditional Franchises pursuant to a Multi-Unit Territory Addendum ("**MUTA**") (the current form of which is attached as Exhibit D to this disclosure document). Currently, there is no maximum number of Franchised Businesses that may be signed in conjunction with a MUTA. If you sign a MUTA, you will simultaneously sign all of the Franchise Agreements granted with the MUTA. If you do not sign a MUTA, you will have no right to develop or operate a Franchised Business in more than one Territory unless you sign additional Franchise Agreements. If you sign a MUTA and two or more of the Territories of your Franchised Businesses are contiguous, then there may be efficiencies of cost, since some fees are only charged once. There may be other differences between purchasing a single Franchised Business or multiple Franchised Businesses pursuant to a MUTA, which are described within this disclosure document.

Our System, including our guidelines, standards and specifications, are included in our confidential operations manuals (the "**Operations Manual**"), which is available on our intranet site (our "**Intranet**"). All elements and characteristics of the System may be changed, improved, and further developed by us. You will be provided an initial training program in marketing, sales, advertising, operational procedures, and financial administration. You must operate your Franchised Business out of a brick and mortar location that has both a designated warehouse space for service equipment and products and a designated office space for meetings and performance of other office functions (an "**Office**"). As the owner of the Franchised Business, you will operate service vehicle(s), painted bright white, that display the Renew Medic® logo, your phone number, and the URL address of your website (each, a "**Service Vehicle**").

We or our affiliates have entered into agreements with customers who have needs related to wood, furniture and cabinet restoration, repair, refinishing, manufacturing, and transformation services (the "**National Accounts**

Program"). Through this National Accounts Program, these customers request services from us and we then allocate these assignments and service requests to our franchisees in our sole discretion. You have no right to receive assignments or service requests from the National Accounts Program. We do not guarantee or represent that you will receive any assignments or service requests through this program. Assignment flow varies widely depending on many factors including territory, capacity, standing with us as the franchisor, customer requests, services needed and other criteria. Some territories may receive no assignments. All assignments are owned by us and assigned solely at our discretion.

Some of our National Accounts Program customers require you to participate in our Medic Restoration Network ("**MRN**"), which is a program that is operated by our affiliate, Medic Restoration Network, LLC, a Delaware limited liability company ("**MRN Administrator**"). The principal address for the MRN Administrator is the same as ours. The MRN Administrator negotiates, facilitates, and manages relationships with customers for assignments on cabinets and household contents damaged during a water, fire or other household or commercial disaster event, and other related services. The MRN Administrator has never operated a business of the type you will operate, and does not offer franchises in this line of business or any other line of business. Under the MRN, MRN Administrator provides to customers a network of approved participating Franchised Businesses that have met the MRN standards as set forth in the MRN Agreement, the current form of which is attached to the Franchise Agreement as Exhibit B, as may be revised from time to time as published on our Intranet. You will enter into the MRN Agreement at the same time you sign the Franchise Agreement. This agreement allows franchises to receive assignments from MRN Administrator or our approved customers. Some customers which utilize the MRN may have individual performance guidelines which the MRN franchise must agree to meet in order to be eligible for their assignment referrals. If we determine you are qualified, you must participate in the MRN.

Before you are approved by us to participate in the MRN, you must demonstrate to us that you meet certain standards and performance requirements concerning cabinet restoration and furniture and contents restoration. We will evaluate your Franchised Business and determine, in our sole discretion, if you meet the MRN standards and requirements. Both Renew Medic franchisees and Furniture Medic franchisees are allowed to participate in the MRN. If a Renew Medic franchisee and a Furniture Medic franchisee are in the same territory and are both approved to participate in the MRN, then the MRN Administrator will determine how the assignment will be distributed between the two franchisees.

MRN assignments are distributed to franchisees based on several criteria and in the sole discretion of the MRN Administrator. If you participate in the MRN, there is no guarantee that you will receive any assignments through the MRN. Assignment flow in the MRN varies widely depending on the territory. Some territories may receive no assignments. You have no right to receive assignments from the MRN. You have the option of declining an assignment from MRN, but you must refer the assignment back to the MRN Administrator.

Competition

As a franchisee, generally you will compete with national and regional companies and their franchisees, as well as independent individuals, partnerships, and companies of varying sizes and scopes, that offer cabinet repair and refinishing, as well as furniture repair and refinishing, and other similar services to residential and commercial customers, whether directly or through third parties such as insurance carriers and mitigation companies. The market for such businesses is mature.

Industry Specific Regulations

You should be knowledgeable about OSHA (Occupational Safety and Hazardous Administration) and the EPA (Environmental Protection Act) federal regulations as well as state and local environmental and occupational safety and hazardous regulations which are applicable to your Franchised Business. Some laws reference guidelines developed by NESHAP (National Emissions Standards for Hazardous Air Pollutants) and NIOSH (National Institute for Occupational Safety and Health) which may be applicable to your Franchised Business.

Local contractor laws may require Renew Medic franchises to obtain special licenses. In the State of California, a C-6 Cabinet and Millwork license is required to work on permanent wood fixtures. There may be a similar requirement in your state. Because services are often performed in the home, your local agencies may require additional licensing. You will be responsible for contacting your local and state government agencies regarding restrictions and the proper licensing of the operation of the Franchised Business.

In addition to statutes and regulations specific to the industry for your Franchised Business, you must comply with all federal, state, and local data privacy and security laws which may apply to your Franchised Business. Federal, state, and local laws regulate the requirements for protection and use of customer data, including personal and payment related information. As a part of your Franchised Business, you may collect information related to your consumers on our behalf. While we own all the data that you collect, you must ensure that all of your collection and retention methods comply with such laws. We have made no independent investigation into such requirements, and it is entirely your responsibility to ensure your own compliance with these laws.

Item 2: Business Experience

CEO and President: Chris Gammill

Mr. Gammill has been the Chief Executive Officer and President for AmeriSpec and Furniture Medic since March 2023, and he has served as Chief Executive Officer for Renew Medic since its formation in December 2023. Mr. Gammill has also been the President for Renew Medic since February 2024. He served as Brand Leader for AmeriSpec and Furniture Medic from March 2018 to March 2023. Mr. Gammill serves in his present capacities in Memphis, Tennessee.

Chief Development Officer: Mike Pearce

Mr. Pearce has been the Chief Development Officer of AmeriSpec and Furniture Medic since June 2023 in Memphis, Tennessee, and he has served in the same role for Renew Medic since its formation in December 2023. From June 2020 to August 2024, he served as the CEO and an owner of Sovereign Water LLC, an ASP – America's Swimming Pool Company franchise in Memphis, Tennessee. From June 2019 to December 2022, he served as the Chief Development Officer of Authority Brands in Columbia, Maryland.

Chief Financial Officer: Whit Orians

Mr. Orians has been the Chief Financial Officer for Amerispec, Furniture Medic and Renew Medic since September 2024 in Memphis, Tennessee. Previously, he had been the VP of Finance for Amerispec, Furniture Medic and Renew Medic from August 2023 to August 2024. Previously, he had been the Director of Finance – Operations at TruGreen from October 2022 to August 2023 in Memphis, Tennessee. While at TruGreen, he also held the roles of Sr. Manager Finance – Operations from November 2021 to October 2022, and Field Finance and Operations Business Partner from June 2019 to November 2021, both in Memphis, Tennessee.

Brand Leader: Mitch Dodd

Mr. Dodd has been Brand Leader for Renew Medic since September 2024 in Memphis, Tennessee. Mr. Dodd previously had been the Director of Business Development for Renew Medic from December 2023 to September 2024, and he served in the same role for AmeriSpec and Furniture Medic from March 2023 to September 2024 in Memphis, Tennessee. Previously he had been the National Business Development Manager at AmeriSpec and Furniture Medic since April 2022 in Memphis, Tennessee. Prior to that, he held the position of Client Support Manager for AmeriSpec and Furniture Medic from June 2019 to April 2022 in Memphis, Tennessee. Mr. Dodd has held various other administrative roles at AmeriSpec and Furniture Medic since 2018 in Memphis, Tennessee.

Technical Training Manager: Gina Moss

Ms. Moss has been the Technical Training Manager for Furniture Medic since 2012, and she has served in the same role for Renew Medic since its formation in December 2023 in Memphis, Tennessee.

Item 3: Litigation

No litigation is required to be disclosed in this Item.

Item 4: Bankruptcy

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

Item 5: Initial Fees

Initial Franchise Fee

The initial franchise fee for a single Franchised Business is $100,000 for a Traditional Franchise and the initial franchise fee for a single Franchised Business is $75,000 for a Small-Market Franchise (as applicable, the "**Initial Franchise Fee**"). We treat each franchise purchased as a single Franchised Business with its own Franchise Agreement.

If you choose to sign a MUTA for more than one Traditional Franchise, then the Initial Franchise Fees for the second and each subsequent Franchised Business will be $75,000. If you choose to sign a MUTA for more than one Small-Market Franchise, then the Initial Franchise Fees for the second and each subsequent Franchised Business will be $56,250. If you choose to sign a MUTA for a Traditional Franchise and Small-Market Franchise together, then the Initial Franchise Fee for the Traditional Franchise will be $100,000, and the Initial Franchise Fees for the second and each subsequent Small-Market Franchise or Traditional Franchise will be $56,250 or $75,000, respectively.

At any given time, we may offer discounts on the Initial Franchise Fee and/or incentives of cash, equipment, materials, supplies or related items as an inducement to prospective franchisees. The availability of each incentive may be subject to a time limit.

We currently offer a discount of 10% off the Initial Franchise Fee for your first Franchised Business if you, or the majority of the shareholders, members, or partners of the franchisee entity, were honorably discharged from the U.S. Army, Navy, Air Force, Marine Corps, Space Force or Coast Guard. This discount is also offered through the International Franchise Association's VetFran Program in which we participate.

The Initial Franchise Fee covers the Initial Training Fee for the first three people that are approved by RM to attend Initial Training. As detailed further in Items 6 and 11, we do charge an Initial Training Fee of $1,000 per week for each additional person that we approve to attend Initial Training.

The Initial Franchise Fee is payable in full upon the execution of the Franchise Agreement(s) and MUTA. The Initial Franchise Fees are deemed fully earned by us once paid and we will not refund you any part of the Initial Franchise Fees, including if you fail to develop any of the Franchised Businesses or if any Franchise Agreement(s) subject to the MUTA are terminated. Except as described above, all fees are uniformly imposed.

Item 6: Other Fees

OTHER FEES

Name of Fee [(1)]	Amount	Due Date	Remarks
Royalty Fee – Traditional Franchise	The greater of (i) 7% of Gross Sales per month or (ii) the applicable monthly Minimum Royalty fee described in the Franchise Agreement, except that the monthly Minimum Royalty fee does not apply to new franchisees for the first 12 months after opening the Franchised Business.	Payment Due Date	See Note 2 for the definition of Gross Sales. See Notes 3 and 7 for an explanation of the Royalties for a Traditional Franchise. The 12-month waiver of the monthly Minimum Royalty fee does not apply to transfers or renewals.
Royalty Fee – Small-Market Franchise	The greater of (i) 7% of Gross Sales per month or (ii) the applicable monthly Minimum Royalty fee described in the Small-Market Addendum to the Franchise Agreement, except that the monthly Minimum Royalty fee does not apply to new franchisees for the first 12 months after opening the Franchised Business.	Payment Due Date	See Notes 4 and 7 for an explanation of the Royalties for a Small-Market Franchise. The 12-month waiver of the monthly Minimum Royalty fee does not apply to transfers or renewals.
National Brand Fund Contribution – Traditional Franchise	The greater of (i) 2% of Gross Sales per month or (ii) the applicable monthly Minimum NBF Contribution fee described in the Franchise Agreement, except that the monthly Minimum NBF Contribution fee does not apply to new franchisees for the	Payment Due Date	This fee will be contributed to the National Brand Fund. The 12-month waiver of the monthly Minimum NBF Contribution fee does not apply to transfers or renewals. See Note 5 for an explanation of the National Brand Fund Contribution for a Traditional Franchise.

Name of Fee [(1)]	Amount	Due Date	Remarks
	first 12 months after opening the Franchised Business.		
National Brand Fund Contribution – Small-Market Franchise[5]	The greater of (i) 2% of Gross Sales per month or (ii) the applicable monthly Minimum NBF Contribution fee described in the Small-Market Addendum to the Franchise Agreement, except that the monthly Minimum NBF Contribution fee does not apply to new franchisees for the first 12 months after opening the Franchised Business.	Payment Due Date	This fee will be contributed to the National Brand Fund. The 12-month waiver of the monthly Minimum NBF Contribution fee does not apply to transfers or renewals. See Note 6 for an explanation of the National Brand Fund Contribution for a Small-Market Franchise.
Local Advertising Spend	2% of Gross Sales per quarter	As incurred	Payable to approved suppliers. We must approve all local advertising before its use. We reserve the right to require you to pay this money to us and we will conduct local advertising on your behalf. We may require our franchisees to form regional advertising cooperatives in their local markets. We require you to spend 2% of Gross Sales per quarter on local advertising.
Renewal Fee	$5,000 per Franchise Agreement.	Upon renewal	Payable upon renewal of the Franchise Agreement.
Technology Fee	$1,652 per month	Payment Due Date	This fee will be used to cover our costs and administration associated with the DASH Enterprise, DASH BI Reporting, DASH Engage, DASH Timesheets, DASH Dispatch, DASH Administer, Xactimate, Claims Workspace, up to 10 Microsoft Office licenses per Office location, and other current or new technology and systems. You will only be charged the Technology Fee per Office location. We may increase this fee at any time, provided, however, that such increase will never be more than (1) the amount equal to any increase in our actual costs to provide the products and services

Name of Fee [1]	Amount	Due Date	Remarks
			associated with this fee since the last time we established or increased this fee, plus (2) 20% of the total cost to provide the products and services associated with this fee.
Initial Training Fee	No fee is charged for the first three people who attend Initial Training ($2,000 per person after the first three).	Due when you register for Initial Training	We do not currently charge an Initial Training Fee for the first three people that we approve to attend Initial Training, but we do charge an Initial Training Fee of $1,000 per person, per week (the Initial Training lasts for a total of two weeks) after the first three people. When attending Initial Training, you will have to pay any travel, lodging, meals, and other daily living expenses if you attend session in Memphis or for a trainer if the trainer travels to your location. Virtual training options may be available at our discretion.
Additional Training Fee	$50 - $1,000 per person	Due when you register for additional training	Payable if you or your trainees attend additional training programs outside of the Initial Training. Additional training fees are based on our then-current rate per day. When attending additional training, you will have to pay any travel, lodging, meals, and other daily living expenses if you attend session in Memphis or for the trainer's daily living expenses, including travel, lodging and meals, if the trainer travels to your location. Virtual training options may be available at our discretion.
Transfer Fee	$10,000, except (i) $5,000 if the transfer is to an owner's adult child who is at least 18 years of age and (ii) no fee if the transfer is to a spouse of an existing owner.	Before completing the transfer.	You or the transferee must pay our then-current Transfer Fee when you or your owners assign or transfer any ownership of the Franchise Agreement, your entity, or the Franchised Business to one or more individuals or entities, in one transaction or a series of transactions. All transfers must be approved by us in advance. Additionally, if you want to transfer any ownership of the Franchise Agreement or the Franchised Business to an entity that you control for the convenience of ownership, then we will not charge a Transfer Fee if this transfer happens within one year of you signing the Franchise Agreement. After the first anniversary of the effective date of the

Name of Fee [1]	Amount	Due Date	Remarks
			Franchise Agreement, we will charge you our then-current processing fee for a transfer. The Transfer Fee may be subject to applicable state law.
Lead Fee	$15,000, plus the Consultant Referral Fee if applicable	At closing	Payable if we refer a qualified lead to an existing franchise owner and such lead purchases all or a portion of the franchise owner's business within 18 months of our referral of such lead. If a qualified lead is referred through a franchise consultant, broker or other third-party referral source provided by us to you, you must also pay us (or, at our direction, the applicable third-party), a Consultant Referral Fee. See Note 8.
Audit Expenses	Cost of audit, including travel, lodging, and wage expense and reasonable legal and accounting costs	On demand	Payable only if we exercise our audit rights under the Franchise Agreement, and either (1) you do not cooperate with the audit or (2) the audit shows greater than 2% variance from reported Gross Sales information. In addition to the cost of the audit and associated expenses, all underpaid or unpaid fees plus interest must be paid.
Late Fee	$50.00 due per delinquent fee report	On demand	Payable if your fee report is postmarked after it is due.
Interest on Overdue Payments	1.5% per month on unpaid balances or, if less, the maximum allowable by law	On demand	Payable if you fail to timely pay any amounts owed to us.
Change Fee	$200 per Franchise Agreement.	Before completing a change to the Franchise Agreement.	Payable if adding, deleting, or changing owner's name (other than an owner's spouse); changing business entity name; changing DBA (doing business as) name; or changing business structure. No charge to change DBA name or business structure with Franchisee as new owner of entity during first year of initial term.
Convention Fee	Typically, $1,000 to $2,000 per person	When registered	Payable when you register to attend the annual convention. You are required to attend the annual convention. You will owe the Convention Fee regardless of your attendance. Franchisees with multiple Territories need only pay the Convention Fee per person that attends the convention. You are responsible for travel and living expenses. This fee may

Name of Fee [1]	Amount	Due Date	Remarks
			increase from time to time in order for us to recoup any additional costs in providing the annual convention, but in no event will this fee exceed $4,000 per person.
Insurance	Our actual cost of premiums	Upon demand	Payable if you fail to maintain or provide evidence of the required insurance coverage, and we exercise our right to obtain coverage on your behalf.
Liquidated Damages for Early Termination	An amount equal to the average Royalty Fees owed per month over the 12-month period preceding the date of termination multiplied by the lesser of: (i) 24; or (ii) the number of months remaining in the term of the Franchise Agreement	As incurred	You are required to pay us liquidated damages if we terminate your Franchise Agreement prior to the expiration of the term.
FEES FOR MRN PROGRAM ONLY:			
MRN Administration Fee	Currently, $75 per revenue-producing assignment	Charged the 2nd month after receiving the assignment, due by 20th of that same month	Payable for each revenue-producing assignment that is run through the then-current software or website used for MRN jobs and program. We may increase this fee at any time, provided, however, that such increase will never be more than (1) the amount equal to any increase in our actual costs to provide the products and services associated with this fee since the last time we established or increased this fee, plus (2) 20% of the total cost to provide the products and services associated with this fee.
MRN Late fee	$100	As incurred	If you fail to pay an MRN Administration fee by the due date, you will be charged a $100 late fee for each month it is not paid.

Notes:

1. Unless otherwise stated, all fees are uniformly imposed by, payable to or collected by, us, and are nonrefundable; however, we reserve the right to decrease or increase any of the fees for circumstances we believe warrant a decrease or increase, including but not limited to any increases described above and increases for an underlying increase in costs we incur either directly or through the use of approved vendors. If you purchase more than one Franchised Business pursuant to a MUTA, the fees indicated in the chart above are the fees charged and/or incurred for each Franchised Business, unless otherwise

indicated in the chart. You must participate in our current electronic funds transfer and reporting program(s). For monthly fees, such as the Royalties, Technology Fee and NBF Contribution (the "**Monthly Fees**"), the fee must be reported by the 10th day of the month and paid electronically by the date specified by us following the month in which Gross Sales are made (currently, the 20th day of the month) (the "**Payment Due Date**"). If you have not reported Gross Sales for any reporting period, we will be authorized to debit your bank account (the "**Account**") in an amount equal to the greater of the non-reported payment (if we can reasonably estimate or determine the owed amount) or one hundred twenty percent (120%) of the Monthly Fees transferred from such Account for the last reporting period for which a report of Gross Sales was provided to us. If at any time we determine that you have underreported Gross Sales or underpaid any fees due to us under the Franchise Agreement, we will be authorized to immediately initiate a debit to the Account in the appropriate amount, including interest as provided for in this Agreement. An overpayment will be credited to the Account through a credit effective as of the first reporting date after we and you determine that such credit is due.

2. "**Gross Sales**" means all charges that are billed to your customer (including any National Accounts Program or MRN customers) and/or revenues that are received or earned by you, your affiliates, your owners, any related parties (including your officers and family members), and/or your subcontractors: (i) by, at, or in connection with the Renew Medic franchise or the use of any of the Marks; (ii) relating to the kinds of goods or services available now or in the future through the Renew Medic franchise and/or distributed in association with the Marks or the System; (iii) relating to the operation of any similar businesses that offers, is otherwise involved in, or deals with goods and services similar to those offered by Renew Medic franchises; (iv) with respect to any co-branding activities (including goods or services provided under, or in conjunction with, a mark other than the Marks); and/or (v) with respect to any other revenues of any kind received from third parties related to the operation of the Renew Medic franchise, including any revenue received from us or our affiliates (such as revenue we or our affiliates collect directly from customers that is related to work performed by you) or from vendors (such as rebates or referral fees). The term "Gross Sales" does not include any federal, state, municipal or other sales, value added or retailer's excise taxes you actually collect and remit to the appropriate taxing authority. Gross Sales may be reduced by any approved deductions in accordance with the royalty remittance policy described in the Franchise Agreement. Unless otherwise specified in the Operations Manual or by us in writing, Gross Sales includes all revenue at the time billed and must be reported monthly on an accrual basis in the month the work was billed to the customer, regardless of when and if such revenue is collected by you. Unless otherwise specified in the Operations Manual, any expenses related to goods or services provided to you or your customers by any parties related to you (acting as a subcontractor, vendor or otherwise) are not deductible as adjustments from Gross Sales.

3. **Royalty – Traditional Franchise**: Once you open the Franchised Business, you will pay us the greater of (i) the Royalty Fee equal to 7% of Gross Sales per month, or (ii) the monthly "**Minimum Royalty**" due under the Franchise Agreement. At the end of each month during the term of the Franchise Agreement, if applicable, we will invoice you for the difference between the monthly Minimum Royalty and the Royalty Fee that you actually paid that month. For a Traditional Franchise, the current monthly Minimum Royalty for the initial 10-year term of the Franchise Agreement is as follows:

Year of Operation	Minimum Monthly Royalties
1	None
2	$2,600
3	$3,000
4	$3,700
5	$5,500
6	$5,665
7	$5,835

8	$6,010
9	$6,190
10	$6,375

4. **Royalty – Small-Market Franchise**: Once you open the Franchised Business, you will pay us the greater of (i) the Royalty Fee equal to 7% of Gross Sales per month, or (ii) the monthly Minimum Royalty due under the Small-Market Addendum to the Franchise Agreement. At the end of each month during the term of the Franchise Agreement, if applicable, we will invoice you for the difference between the monthly Minimum Royalty and the Royalty Fee that you actually paid that month. For a Small-Market Franchise, the current monthly Minimum Royalty for the initial 10-year term of the Franchise Agreement is as follows:

Year of Operation	Minimum Monthly Royalties
1	None
2	$1,350
3	$1,750
4	$2,200
5	$3,300
6	$3,400
7	$3,500
8	$3,605
9	$3,713
10	$3,825

5. **National Brand Fund Contribution – Traditional Franchise**: Once you open the Franchised Business, you will pay us the greater of (i) the National Brand Fund Contribution equal to 2% of Gross Sales per month, or (ii) the monthly "**Minimum NBF Contribution**" due under the Franchise Agreement. At the end of each month during the term of the Franchise Agreement, if applicable, we will invoice you for the difference between the monthly Minimum NBF Contribution and the monthly National Brand Fund Contribution that you actually paid that month. For a Traditional Franchise, the current monthly Minimum NBF Contribution for the initial 10-year term of the Franchise Agreement is as follows:

Year of Operation	Minimum NBF Contribution
1	None
2	$742.86
3	$857.14
4	$1,057.14
5	$1,571.43
6	$1,618.57
7	$1,667.14
8	$1,717.14
9	$1,768.57
10	$1,821.43

6. **National Brand Fund Contribution – Small-Market Franchise**: Once you open the Franchised Business, you will pay us the greater of (i) the National Brand Fund Contribution equal to 2% of Gross Sales per month, or (ii) the monthly Minimum NBF Contribution due under the Small-Market Addendum to the Franchise Agreement. At the end of each month during the term of the Franchise Agreement, if applicable, we will invoice you for the difference between the monthly Minimum NBF Contribution and the monthly National Brand Fund Contribution that you actually paid that month. For a Small-Market Franchise, the current monthly Minimum NBF Contribution for the initial 10-year term of the Franchise

Agreement is as follows:

Year of Operation	Minimum NBF Contribution
1	None
2	$385.71
3	$500.00
4	$628.57
5	$942.86
6	$971.43
7	$1,000.00
8	$1,030.00
9	$1,060.86
10	$1,092.86

7. Royalties are generally understood to be the fees the franchisee pays to use something that someone else created (i.e. the Franchised Business idea and trademarks and branding). Franchisees use our ideas, trademarks and branding to create sales, and a percentage of the Gross Sales is paid to us as a royalty fee in exchange for permission to use our proprietary trademarks and processes.

8. A qualified lead is defined as someone who has passed our screening process, our national background check, credit check, and at a minimum a phone interview of the prospect. We are not responsible for locating leads and do not represent that we will do so. The Lead Fee also covers our advertising and marketing costs and administrative costs of such information sharing and gathering. The Lead Fee is not a Transfer Fee. If the qualified lead is referred to you through a franchise consultant, broker, or other third-party referral source provided by or through us, you must also pay us (or, at our direction, the applicable consultant) an additional referral fee that varies by deal, but ranges from $10,000 to $100,000 or up to 10% of the sales price (the "**Consultant Referral Fee**"). You are responsible for payment of the Consultant Referral Fee regardless of whether the fee is payable directly to us or to the consultant, and regardless of whether such consultant has a separate agreement with us. This fee is in addition to the Lead Fee described above. We are not obligated to refer leads to you or to engage any consultant on your behalf, and we do not guarantee that any referral will result in a completed sale.

Item 7: Estimated Initial Investment

YOUR ESTIMATED INITIAL INVESTMENT: A SINGLE TRADITIONAL FRANCHISE

Type of Expenditure	Amount (Note 1)		Method of Payment	When Due	To Whom Payment Is To Be Made
	Low	High			
Initial Franchise Fee	$100,000	$100,000	Lump Sum	When you sign the Franchise Agreement	Us
Training-Related Expenses (Note 2)	$1,100	$4,200	As arranged	As incurred	Hotels, restaurants, transportation providers
Initial Supplies, Products, and Equipment (Note 3)	$90,000	$250,000	As incurred	As incurred	Third-party vendors
Computer, Tablet and Smart Phone (Note 4)	$1,500	$3,500	As arranged	Before coming to training	Third-party vendor
Software (Note 5)	$6,676	$8,000	As arranged	As incurred	Us and Third-party

Type of Expenditure	Amount (Note 1)		Method of Payment	When Due	To Whom Payment Is To Be Made
	Low	High			
					vendors
Internet Connection (Note 6)	$135	$450	As arranged	Monthly	Third-party vendor
Insurance (Note 7)	$8,000	$20,000	As arranged	As incurred	Approved insurance carrier
Service Vehicles (Note 8)	$2,000	$13,500	As arranged	According to purchase option	Vendor of your choice
Service Vehicles Detail Package (Note 9)	$1,500	$2,500	Lump sum	As incurred	Approved vendor
Real Estate and Improvements (Note 10)	$50,000	$150,000	As incurred	Upon Signing Lease, then Monthly	Landlord
Real Estate Consultation Services (Note 11)	$17,500	$25,000	Lump sum	As incurred	Third-party vendors
Initial Marketing (Note 12)	$5,000	$15,000	As incurred	As incurred	Approved vendors
Additional Funds – pre-opening and the first 9 months of operations (Note 13)	$100,000	$250,000	Lump Sum	As incurred	Suppliers, third-party vendors, employees, local government agencies, utilities, us, telephone company and other suppliers
TOTAL (Note 14)	$383,411	$842,150			

YOUR ESTIMATED INITIAL INVESTMENT: A SINGLE SMALL-MARKET FRANCHISE

Type of Expenditure	Amount (Note 1)		Method of Payment	When Due	To Whom Payment Is To Be Made
	Low	High			
Initial Franchise Fee	$75,000	$75,000	Lump Sum	When you sign the Franchise Agreement	Us
Training-Related Expenses (Note 2)	$1,100	$4,200	As arranged	As incurred	Hotels, restaurants, transportation providers
Initial Supplies, Products, and Equipment (Note 3)	$90,000	$250,000	As incurred	As incurred	Third-party vendors
Computer, Tablet and Smart Phone (Note 4)	$1,500	$3,500	As arranged	Before coming to training	Third-party vendor
Software (Note 5)	$6,676	$8,000	As arranged	As incurred	Us and Third-party vendors
Internet Connection (Note 6)	$135	$450	As arranged	Monthly	Third-party vendor
Insurance (Note 7)	$8,000	$20,000	As arranged	As incurred	Approved insurance carrier

Type of Expenditure	Amount (Note 1)		Method of Payment	When Due	To Whom Payment Is To Be Made
	Low	High			
Service Vehicles (Note 8)	$2,000	$13,500	As arranged	According to purchase option	Vendor of your choice
Service Vehicles Detail Package (Note 9)	$1,500	$2,500	Lump sum	As incurred	Approved vendor
Real Estate and Improvements (Note 10)	$50,000	$150,000	As incurred	Upon Signing Lease + Monthly	Landlord
Real Estate Consultation Services (Note 11)	$17,500	$25,000	Lump sum	As incurred	Third-party vendors
Initial Marketing (Note 12)	$5,000	$15,000	As incurred	As incurred	Approved vendors
Additional Funds – pre-opening and the first 9 months of operations (Note 13)	$100,000	$250,000	Lump Sum	As incurred	Suppliers, third-party vendors, employees, local government agencies, utilities, us, telephone company and other suppliers
TOTAL (Note 14)	$358,411	$817,150			

YOUR ESTIMATED INITIAL INVESTMENT:
MULTIPLE TRADITIONAL FRANCHISED BUSINESSES UNDER A MUTA

Type of Expenditure	Amount (Note 1)		Method of Payment	When Due	To Whom Payment Is To Be Made
	Low (Two)	High (Five)			
Initial Franchise Fee	$175,000	$400,000	Lump Sum	When you sign the Franchise Agreements	Us
Training-Related Expenses (Note 2)	$1,100	$4,200	As arranged	As incurred	Hotels, restaurants, transportation providers
Initial Supplies, Products, and Equipment (Note 3)	$90,000	$250,000	As incurred	As incurred	Third-party vendors
Computer, Tablet and Smart Phone (Note 4)	$1,500	$3,500	As arranged	Before coming to training	Third-party vendor
Software (Note 5)	$6,676	$8,000	As arranged	As incurred	Us and Third-party vendors
Internet Connection (Note 6)	$135	$450	As arranged	Monthly	Third-party vendor
Insurance (Note 7)	$8,000	$20,000	As arranged	As incurred	Approved insurance carrier
Service Vehicles	$2,000	$13,500	As arranged	According	Vendor of your

Type of Expenditure	Amount (Note 1)		Method of Payment	When Due	To Whom Payment Is To Be Made
	Low (Two)	High (Five)			
(Note 8)				to purchase option	choice
Service Vehicles Detail Package (Note 9)	$1,500	$2,500	Lump sum	As incurred	Approved vendor
Real Estate and Improvements (Note 10)	$50,000	$150,000	As incurred	Upon Signing Lease + Monthly	Landlord
Real Estate Consultation Services (Note 11)	$17,500	$25,000	Lump sum	As incurred	Third-party vendors
Initial Marketing (Note 12)	$10,000	$75,000	As incurred	As incurred	Approved vendors
Additional Funds – pre-opening and the first 9 months of operations (Note 13)	$100,000	$250,000	Lump Sum	As incurred	Suppliers, third-party vendors, employees, local government agencies, utilities, us, telephone company and other suppliers
TOTAL (Note 14)	$463,411	$1,202,150			

Notes:

1. General. None of these fees or payments are refundable unless otherwise noted below. Neither we nor our affiliates finance any part of the initial investment. The first table describes the initial investment and costs for purchasing one Traditional Franchise. The second table describes the initial investment and costs for purchasing one Small-Market Franchise. The third table describes the initial investment and costs for purchasing two to five Traditional Franchises that have contiguous Territories, under a MUTA.

2. Training-Related Expenses. This estimate is for the cost for one person to attend our Initial Training, which is described in detail in Item 11. The Initial Franchise Fee covers the cost of Initial Training for three people that are approved by RM, as well as some meals. You are responsible for the travel and living expenses, wages, and other expenses incurred by you and any other trainees during the programs. Your actual cost will depend on your point of origin, method of travel, class of accommodations, and dining choices.

3. Initial Supplies, Products and Equipment. You must purchase the initial supplies, products and equipment you will need to open your Franchised Business from approved suppliers. The list of required supplies, products and equipment necessary to open your Franchised Business is included in the Operations Manual, but includes categories such as Edgebander, Dust Collection System, Table Saw, etc. This estimate assumes the purchase of all supplies, products and equipment, and does not include an estimate for leasing. If you sign a MUTA for Franchise Agreements that cover contiguous Territories, then you only need to purchase such initial supplies, products and equipment for your first Franchised Business.

4. Computer, Tablet and Smart Phone. You will need a recent version laptop computer, as well as a tablet and smart phone, with the greatest amount of memory available for such tablet and phone and with a camera for use in your Franchised Business and to serve National Account and MRN customers. You must bring this device with you to Initial Training and it must be operational. If you sign a MUTA for Franchise Agreements that cover contiguous Territories, then you only need to purchase a computer, tablet and smart phone for your first Franchised Business.

5. Software. The software estimate is for the DASH Platform software system which includes an initial setup fee and three months of monthly fees for DASH Enterprise, DASH Timesheets, DASH Engage, DASH BI Reporting, DASH Dispatch, DASH Administer, Xactimate, Claims Workspace, Microsoft Office licenses, our approved estimating software, and Quickbooks online which constitute the required software licenses. The fees and required software may change from time to time. The monthly Technology Fee paid to franchisor covers the monthly cost of DASH Enterprise, DASH Timesheets, DASH Engage, DASH BI Reporting, Claims Workspace, DASH Dispatch, DASH Administer, Xactimate, and up to 10 Microsoft Office licenses per Office location. If you sign a MUTA for Franchise Agreements that cover contiguous Territories, then you only need to purchase software licenses for each Office you maintain.

6. Internet Connection. You must obtain a high-speed Internet connection from a third-party vendor. The estimate is for the first month of services.

7. Insurance. This estimate includes the first 3 months of the costs of commercial vehicle and commercial general liability insurance for one cargo van and no more than seven employees. The required insurance policies are discussed in Item 8. Your personal history, your previous experience, or the state where you live may vary the amount of premiums. If you sign a MUTA for Franchise Agreements that cover contiguous Territories, then you only need to purchase the insurance requirements discussed above.

8. Service Vehicle. You must purchase or lease a Service Vehicle. All Service Vehicles must be bright white with the required Renew Medic logos and markings, including your phone number and the URL address to your website. We do not require approval of any specific vendor for the purchase or lease of a Service Vehicle, but we reserve the right to reject a Service Vehicle in our sole discretion. The Service Vehicle price quoted is a down payment, exclusive of tax, tags, title and extra options. The down payment will vary based on the model you choose and your credit. If you choose to lease a Service Vehicle, your costs may be different than the price quoted. We estimate that the monthly cost to lease a Service Vehicle is $800 to $1,500, but may vary depending on your location. You may use a used Service Vehicle, but no Service Vehicle in use may be older than 7 years. If you sign a MUTA for Franchise Agreements that cover contiguous Territories and you have one Office location, then you can utilize the same Service Vehicle for those Territories. If you have contiguous Territories but more than one Office location, you must have separate Service Vehicles for each Office location. If you have non-contiguous Territories, then you must have separate Service Vehicles for each Territory.

9. Service Vehicle Detail Package. The Service Vehicle detail package must be purchased directly from our approved vendor. Currently, the package costs between $1,500 to $2,500, including the decal installation, plus shipping and handling. The price of the Service Vehicle detail package and installation will vary depending on the size of the Service Vehicle.

10. Real Estate and Improvements. We require you to buy or lease space for your Franchised Business. You may not operate your Franchised Business from your home. Your Franchised Business Office location must be within your Territory. The figures shown here are for initial deposit (three months' rent) and three months' rent for 6,000 square feet of industrial flex space ranging from $6 per square foot to $30 per square foot in rental cost. The estimate does not include the cost of buying an Office location for your Franchised Business. Rental costs in your area may vary from these.

11. Real Estate Consultation Services. We recommend that you use real estate consultation services to assist with site selection, leasing, real estate, facility design, architecture, engineering, construction, renovation, coordinating contractors, bidding, tenant improvements, and other related services.

12. Initial Marketing Expenses. You will incur marketing costs to promote the opening of your Franchised Business. At a minimum, we require that you spend at least $5,000 on your opening campaign, however,

we expect your opening campaign will exceed $5,000. The high end of the initial marketing expense is an estimate of the cost of initial marketing you will incur in the first 90 days of operations of your Franchised Business. These figures include estimates for marketing collateral, digital advertising and other typical marketing costs. This estimate does not include ongoing National Brand Fund Contributions.

13. Additional Funds – Pre-Opening and First 9 Months of Operation. This estimates the additional funds you may need to cover additional expenses you will incur before your Franchised Business opens and in its first 9 months of operation. These expenses may include, without limitation, rent, telephone, Internet, and utility bills, ongoing vehicle payments, attorneys' fees, ongoing software license fees, vehicle license fees, licenses and permits, bank charges and deposits, prepaid expenses, taxes, payroll, supplies and materials, additional advertising and marketing expenses, miscellaneous supplies and equipment, and other miscellaneous items. The estimate assumes you will have an average of seven employees during your first year of operation, and therefore includes the payroll costs, including wages, benefits and payroll taxes for such employees. The estimate does not include any salary or living expenses for you. You may incur other categories of expenses or expenses in excess of this estimate. We have based these figures on our affiliates' experience franchising Franchised Businesses.

14. Total Initial Investment. Your actual investment and expenditures and initial cash outlay may vary from the amounts shown depending on the choices you make, your local market, and the size of your Territory. If you choose to purchase additional equipment, products, supplies, and vehicles, your expenses may be higher.

Item 8: Restrictions on Sources of Products and Services

Standards and Specifications

You must purchase the products, equipment, and supplies that you use in your Franchised Business from us, vendors that we approve, or vendors that meet our specifications. Our specifications include standards for customer satisfaction and performance. Our specifications are subject to change, are general in nature, and are designed to assure that you meet our standards of customer satisfaction. We impose these restrictions to safeguard the integrity of the System and the Marks. Specifications and standards are not issued to either franchisees or suppliers.

Approved Suppliers

You are required to purchase or lease at least one Service Vehicle to operate your Franchised Business and because all sales calls must be made in a Service Vehicle, as your business grows, you may need more than one Service Vehicle. Each Service Vehicle must be painted bright white, display the Marks in a manner that we prescribe, and display your phone number and the URL address for your website. We do not require approval of any specific vendor for the purchase or lease of a Service Vehicle, but we reserve the right to reject a Service Vehicle in our sole discretion. The Service Vehicle decals must be purchased from our approved vendor, but you may use a vendor of your choosing to apply them. We may have additional specifications for your Service Vehicle in our Operations Manual, and all specifications for the Service Vehicle are subject to change.

In addition to your required purchase or lease of your Service Vehicle, there may be other required purchases from designated or approved suppliers. You must purchase or lease equipment, products, supplies and services from the supplier(s) we designate, including but not limited to apparel and promotional items to be used in your Franchised Business. Neither we nor our affiliates currently supply any equipment, products, supplies or services to you. If we or our affiliates become an approved supplier in the future, we may charge a reasonable mark-up on equipment, products, supplies and services that you are required to purchase from us. All equipment, products, supplies and services that you purchase must meet our minimum standards and specifications and be from suppliers that we approve.

You are required to use the DASH Platform (which includes DASH Enterprise, DASH Timesheets, DASH Engage, DASH BI Reporting, DASH Dispatch, and DASH Administer), Xactimate, Claims Workspace, our approved estimating software, Quickbooks Online, and Microsoft Office, as well as any other software applications or programs that we require or designate in the Operations Manual from time to time. You must install and maintain this software on any computers, tablets and cell phones that are used in connection to your Franchised Business. The DASH Platform is a job management system where you will manage all of your jobs and customers, manage timesheets, collect documentation and perform other related administrative functions for your Franchise Business.

Insurance.

You must, at your expense, procure and maintain insurance policies with the coverage, types, and amounts that we specify in the Operations Manual, on our Intranet, or otherwise in writing. You cannot begin offering services to the public unless you are adequately insured. Our present insurance requirements are:

1. Workers' compensation and occupational disease insurance with $500,000 employer liability limit as well as such other insurance as may be required by any applicable statute or rule;
2. Commercial general liability insurance, including product liability coverage, with minimum limits of $2,000,000 per occurrence;
3. Business automobile liability coverage for both owned and non-owned vehicles, with minimum limits of $1,000,000 bodily injury and property damage;
4. Crime/employee theft (not a bond) with a $25,000 limit;
5. Pollution liability with a $1,000,000 limit;
6. An umbrella policy with a $1,000,000 limit if your Franchised Business has between $0 to $3 million in Gross Sales and a $2,000,000 limit if your Franchised Business has $3 million or more in Gross Sales;
7. Such additional coverage and higher policy limits as may reasonably be specified for all franchisees from time to time by us; and
8. All other insurance required by applicable state or federal law.

You are also strongly encouraged to have property coverage for damage to customer property caused by your work or in your care, custody, and control with no exclusion for property of others, which can be provided through General Liability or Property Coverage.

All insurance policies procured and maintained by you must (i) be written by an insurance company satisfactory to us, (ii) name us, our affiliates, and our officers, directors, employees, agents, and partners, as an additional insured (except Workers' compensation policy), (iii) contain endorsements by the insurance companies waiving all rights of subrogation against us for workers' compensation insurance, commercial general liability insurance, and business automobile liability insurance, and (iv) stipulate that we will receive copies of all notices of cancellation, non- renewal or coverage reduction or elimination at least 30 days prior to such event.

If you fail or refuse to maintain any required insurance coverage required or fail to furnish satisfactory evidence of coverage, we may, at our option and in addition to any other rights and remedies we have hereunder, obtain such insurance coverage on your behalf, and any costs of premiums incurred by us in connection therewith shall be paid by you on demand.

Officer Interests.

None of our officers have any ownership in our approved suppliers.

Approval Process.

If you would like to use a supply or equipment source that we have not approved, you must first submit to us

information including product specifications, product components, product performance history, product samples, and any other relevant information. We will evaluate the proposed product considering the technical, wear, and performance properties of the item. We may also consider other factors including design, appearance, product reliability, durability, the manufacturer's warranties, quality control methods and financial ability to stand behind its products. We do not publish our criteria for approving items or suppliers. Our review is generally completed in three weeks, but we have up to 60 days to advise you in writing of our decision. If we do not advise you of our decision within the 60-day period, then your request will be deemed rejected. If an alternative supplier is approved, you may use the approved alternative supplier unless or until our approval is revoked. Approval of alternative suppliers may be revoked if we determine, in our sole discretion, that they no longer satisfy the specifications set forth in the Operations Manual, as it may periodically be updated.

Revenue Earned from Required Purchases.

We currently do not, but reserve the right to, derive revenue from your purchases from us, our affiliates, or our approved vendors.

Percentage Subject to Specifications.

The purchase or lease of required products and services from our approved suppliers will represent approximately 50% to 75% of your overall purchases in establishing a Franchised Business and approximately 30% to 60% of your overall purchases in operating a Franchised Business.

Purchasing or Distribution Cooperatives.

As of the Issuance Date of this Disclosure Document, we do not have any purchasing or distribution cooperatives.

Purchase Arrangements.

As of the Issuance Date of this Disclosure Document, we have not negotiated any purchase arrangements with suppliers for your benefit, but we may do so in the future. We currently do not, but reserve the right to, receive rebates from vendors and suppliers.

Material Benefits or Incentives.

We do not provide any material benefits or incentives to you for your purchases of certain products or services or your use of certain suppliers.

Item 9: Franchisee's Obligations

FRANCHISEE'S OBLIGATIONS

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

Obligation	Section in Franchise Agreement ("FA); Small-Market Franchise Addendum ("SMA"); MUTA	Disclosure Document Item
a. Site Selection and acquisition/lease	Article I of FA	Items 5, 11, 12
b. Pre-opening purchases/leases	Articles III.A; III.B; V.B, V.C, V.N, V.O of FA	Items 5, 7, 8

Obligation	Section in Franchise Agreement ("FA); Small-Market Franchise Addendum ("SMA"); MUTA	Disclosure Document Item
c. Site development and other pre-opening requirements.	Articles V.N; V.O of FA	Items 7, 8, 12
d. Initial and ongoing training	Articles III.B, IV.B; IV.C; V.P of FA	Items 5, 7, 11
e. Opening	Articles IV.A; IV.B; V.B; V.O; Telephone Listing Authorization Agreement; Guarantee of Corporate Obligations of FA	Item 11
f. Fees	Articles III; V.C; V.H; V.P; V.Q; IX.B.10 of FA; Section C, D and E of SMA; Sections 1 and 2 of MUTA	Items 5, 6, 7, 10
g. Compliance with standards and policies/operating manual	Articles II.B; V; VI; VIII of FA	Items 8, 11, 12
h. Trademarks and proprietary information	Articles I.A; V.G; V.I; VI; X.B; XI.A. of FA	Items 13, 14
i. Restrictions on product/services offered	Articles I; V.A; V.B; V.C; V.H, V.J; V.K of FA	Items 8, 16
j. Warranty and customer service requirements	Articles V.D; V.J; V.L of FA	None
k. Territorial development and sales quotas	None	Item 12
l. Ongoing product/service purchases	Articles III.G; III.K; V.A; V.J; V.M; of FA	Item 8
m. Maintenance, appearance and remodeling requirements	Articles V.A; V.N of FA	Item 13
n. Insurance	Article V.M of FA	Items 7, 8
o. Advertising	Article III.D; III.E; III.J of FA	Items 6, 11, 12
p. Indemnification	Article XIV of FA	None
q. Owner's participation/ management/staffing	Articles V.D; V.Q; XII of FA	Item 15
r. Records and reports	Article VIII of FA	Item 6
s. Inspections and audits	Articles V.H; VIII.D of FA	Item 6
t. Transfer	Article IX of FA; Section 4 of MUTA	Items 6, 17
u. Renewal	Article II.B. of FA	Item 17
v. Post-termination obligations	Article XI of FA	Item 17
w. Non-competition covenants	Article XIII of FA	Item 17
x. Dispute resolution	Article XV of FA	Item 17
y. Other (Guaranty)	Article VII.A. and Attachment to Franchise Agreement	Item 15

Item 10: Financing

Neither we nor our affiliates offer direct or indirect financing. Neither we nor our affiliates guarantee your note, lease, or obligation.

We have relationships with certain banks and third-party lenders in different regions and may be able to refer you to a preferred source of financing for Initial Franchise Fees and franchise growth initiatives, but we do not have any arrangements with such lenders and do not receive any benefits from such lenders if you obtain financing from them.

Item 11: Franchisor's Assistance, Advertising, Computer Systems, and Training

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

Pre-Opening Assistance.

Before you open your Franchised Business, we will:

1. Territory. Grant you a non-exclusive license to a Territory and approve an Office location within the Territory. (Franchise Agreement, Article I.A, I.B, and IV.A.1)

2. Approved Suppliers. Provide designated sources from which to purchase your initial equipment and supplies for your Franchised Business. (Franchise Agreement, Article IV.A.2)

3. Initial Training. Make available to you our Initial Training as described below in this Item. (Franchise Agreement, IV.B)

4. Marketing Materials. Make available marketing materials, including marketing literature, brochures, and other media proofs and direct sales aids to assist you in your Franchised Business. (Franchise Agreement, Article IV.B.1)

5. Intranet. Give you access to our Intranet, which contains our Operations Manual and both mandatory and suggested specification, standards and procedures. Access to our Intranet is password-protected and must be limited to you and your employees only. (Franchise Agreement, Article IV.A.5 and V.I.).

6. Service Vehicle Detail Package. Make available the Service Vehicle detail package of logos for use on your Service Vehicles. (Franchise Agreement, Article IV.A.3).

Ongoing Assistance. During the operation of your Franchised Business, we will:

1. Approved Suppliers. Provide supplies and equipment to operate the Franchised Business or designate approved suppliers from which you may purchase supplies and equipment to operate the Franchised Business. Review any suppliers or products you propose to use in your Franchised Business and provide you with our decision within 60 days of our receipt of your request. (Franchise Agreement, Article IV.G.)

2. Marketing Materials. Update and modify, as we deem necessary, marketing literature, brochures, and other media proofs and direct sales aids to assist you in your Franchised Business. We will also review any marketing materials that you propose. (Franchise Agreement, Article IV.F)

3. Operations Manual. Periodically update the Intranet and our Operations Manual. (Franchise Agreement, Article IV.B.1)

4. Additional Training. In our sole discretion, provide additional training to replacement managers and additional training regarding new Franchised Services. (Franchise Agreement, Article IV.C.)

5. National Accounts Program. Manage the National Accounts Program, including receiving customer referrals from National Accounts Program customers and allocating referrals to franchisees. (Franchise Agreement, Article IV.D)

6. MRN. We will evaluate you and determine whether your Franchised Business may participate in the MRN. If you are approved to participate in the MRN, our affiliate, the MRN Administrator may, but is not required to, distribute assignments from MRN customers to you. (Franchise Agreement, Article IV.E)

7. National Brand Fund. Manage the National Brand Fund and oversee spending, advertising, promotion and marketing programs. (Franchise Agreement, Article IV.I)

8. Website. We will maintain the website for the Renew Medic System, which will include your Franchised Business' location and telephone number. (Franchise Agreement, Article IV.H)

We do not control, and do not have the right to control, decisions regarding the persons you hire, discipline, or terminate as employees or agents. However, we may take any legal action necessary to enforce our rights under the Franchise Agreement. We also require that you perform background checks and drug testing as allowed by law. These policies will not constitute our representation of approval or disapproval of any prospective employees. In all cases you will remain solely responsible for decisions regarding hiring and maintaining your employees, including determinations of whether the prospective employee meets your hiring and performance standards or is suitable for the employment position.

Time to Open

You must successfully complete our Initial Training, secure your Office location, and begin operating your Franchised Business within eight months from signing the Franchise Agreement. We estimate that you will begin operating the Franchised Business within 90 to 240 days of signing your Franchise Agreement. Factors that may contribute to the period of time between signing the Franchise Agreement and operating the Franchised Business include your ability to obtain a lease for an Office location, any financing required, or delays in procuring and installing the necessary equipment to start operating your Franchised Business. (Franchise Agreement, Article V.O.)

If you sign a MUTA, unless otherwise approved by us in writing, your opening deadline will be the same for each Franchise Agreement you sign pursuant to the MUTA.

Operations Manual

Our Intranet contains the Operations Manual with a total of 51 pages of specifications, standards, and procedures. Exhibit H to this Disclosure Document lists the Tables of Contents of the Operations Manual. Access to our Intranet is password-protected and must be limited to you and your employees only. We may modify the information contained in our Intranet, including the contents of the Operations Manual, from time to time, but the modification will not significantly or materially alter your status and rights under the Franchise Agreement. However, you will be required to conduct the Franchised Business in accordance with any modifications to the Operations Manual. (Franchise Agreement, Article IV.A.4 and V.I)

Site Selection

Your Franchised Business must operate from one Office location within the Territory. If you have multiple contiguous Territories, you will only need one Office location unless additional Office locations are deemed

necessary by us. If you have multiple Territories that are non-contiguous, you must have one Office location in each non-contiguous Territory. We do not assist you in finding an Office location or negotiate the purchase or lease for you. Generally, we do not own the premises and do not lease it to you. Your Office must be subject to a lease with your landlord, for which you must obtain our prior approval. You will be solely responsible for negotiation of the terms of your lease and performance under the lease. Our acceptance of the lease is solely based on the site and lease satisfying our minimum site selection criteria. Our acceptance will be based upon many factors, including the then-current viability of the proposed location and demographics, number of single-family households, traffic patterns, size of the premises, lease terms, competition, and similar factors.

Your Office location must: (i) be within the Territory, (ii) contain a designated warehouse for operation of the equipment used in the Franchised Services and allow for operation of the Franchised Business for any crews, teams, sales forces and vehicles that may be coming and going from this location, and (iii) contain a designated office space for meetings and performance of other office functions. Your Office should contain a minimum of 6,000 square feet of combined warehouse and office space, 5,500 of which is industrial warehouse space. You may not locate your Office in your home. Offices are required to be open Monday through Friday 8 a.m. to 5 p.m.

We do not conform your Office location to local ordinances and building codes or obtain any required permits. We do not construct, remodel, or decorate your Office location; however, we provide standards for use of the Marks, which includes signage guidelines. Your Office location must meet our criteria as set forth in the Operations Manual, including without limitation, criteria for location and appearance. We do not provide for necessary office equipment, signs, fixtures, and office supplies.

You may not open a retail service location nor expand operations to more than one Office location within the Territory without our prior written consent. If you wish to relocate to another Office location, you must obtain our written consent, which will not be unreasonably denied, prior to relocating.

If you do not present any Office sites that are acceptable to us and therefore fail to deliver a signed lease agreement or evidence that a location has been purchased for the Franchised Business within eight months of signing your Franchise Agreement, then you will be in default under your Franchise Agreement. A failure to cure a default under your Franchise Agreement may result in the termination of your Franchise Agreement.

Advertising

National Brand Fund. We will maintain and administer the National Brand Fund (the "**NBF**"). You will contribute the National Brand Fund Contribution, which is the greater of the monthly Minimum NBF Contribution (as described in the Franchise Agreement, for a Traditional Franchise or as described in the Small-Market Addendum to Franchise Agreement, for a Small-Market Franchise) or 2% of your monthly Gross Sales, to the NBF (except the Minimum NBF Contribution does not apply for the first 12 months after you open your Franchised Business). All company-owned stores will contribute the same National Brand Fund Contribution as other franchisees. Any amounts in the NBF that are not spent in any fiscal year will be kept in the NBF for use in future years. Upon written request, we will provide a written statement of the financial condition of the NBF, certified by one of our executive officers. We are not obligated to audit the NBF. We may advance funds to the National Brand Fund and recover such advances from future contributions.

We will determine and budget the specific use of the NBF as we deem necessary. The NBF may be spent by us, at our sole discretion, for (i) national, regional or local media or other marketing techniques or programs designed to advertise and promote the Franchised Services and/or the Marks to consumers, (ii) market research and development, (iii) monitoring and managing social media, (iv) test or target marketing, (v) the conducting of surveys, (vi) creative and production costs, (vii) employee salaries directly or indirectly related to advertising and marketing, (viii) repayment to us or our affiliates for reasonable accounting, administrative and legal expenses associated with the NBF, or (ix) on other expenses related to enhancing and promoting the general recognition of the System and the Marks. None of the NBF is spent on advertising the sale of franchise licenses.

The NBF is administered by the Franchisor's accounting and marketing departments. We do not have a franchisee advertising council. We are not obligated to ensure that any individual franchisee (including you) benefits directly, on a pro rata basis or at all, from the placement, if any, of such advertising in its local market.

In 2025, we collected $401,433.20 in the National Brand Fund and spent $410,959.06. Funds were expended in the following approximate proportions: administration expense (72%); trade shows (11%); brand design and assets (11%); other expenses (3%); professional fees (2%); and continuing education (1%).

Local Marketing. You must not use any advertising or promotional materials unless we approve them. If you want to use advertising materials that you develop in accordance with our brand standards, you must submit them to us for approval prior to use. We will respond within five business days with our decision as to whether the materials are approved. If we do not respond within five business days, such materials will be deemed rejected. (Franchise Agreement, Articles III.K and IV.F).

We do not currently have any local or regional advertising cooperatives, but we reserve the right to initiate them in the future (Franchise Agreement, Article III.J.). If we do implement an advertising cooperative, any contribution toward the cooperative shall not exceed the local marketing requirement and shall be credited to local marketing requirement.

Our Marketing. Other than our obligation to administer the NBF, we are not required to conduct any advertising anywhere, including in your Territory. However, we will make available marketing materials including marketing literature, brochures, and other media proofs and direct sales aids to assist you in your Franchised Business. These materials are our property. We will update and modify information as needed. (Franchise Agreement, Article IV.B.1). We may maintain listings that we own and for which we have primary ownership, including Google listings, which you will make use of during the term of your Franchise Agreement.

If you have an advertising and/or marketing concept that you would like us to create and the concept will be useful for the entire franchise network, then we will review it and determine within five business days if it would be advantageous to develop the concept for use by the entire franchise network. If we do not respond within five business days, such materials will be deemed rejected.

Computer Requirements

You must install and use a computer in the operation of your Franchised Business. We currently require you to purchase and use a computer and supporting systems as required by us that meet our minimum specifications, as we may specify from time to time in the Operations Manual.

You must use a laptop computer, tablet and smart phone for servicing National Account and MRN customers. The cost of such equipment ranges from $1,500 to $3,500. In addition, some National Accounts may require the use of an estimating software for uploading claims for services you provide to the accounts. If you accept work from these accounts, you will be required to use the required software.

You are required to maintain computer systems, equipment and software upgrades as outlined in the Operations Manual, which may be revised from time to time. Currently, we require you to use Cotality's DASH Platform as a job management system where you will manage all of your jobs and timesheets, collect documentation, and perform other related administrative functions for your Franchised Business. You must install and maintain this software on any computers, tablets and cell phones that are used in connection to your Franchised Business. We may require a different job management system vendor in the future. The Technology Fee of $1,652 per month covers the monthly cost of DASH Enterprise, DASH Timesheets, DASH Engage, DASH BI Reporting, DASH Dispatch, DASH Administer, Claims Workspace, Xactimate, and up to 10 Microsoft Office licenses per Office location. We estimate that for the fiscal year 2026, your annual costs incurred for any optional or required

maintenance updating, upgrading, or support contracts for the computer systems, including software, will be $100 to $1,000.

We have independent access to the information that will be generated or stored in any computer system in your business and there are no contractual limits imposed on our access to such data. We do have a right to audit the records of your business. Some of the records which are reviewed in an audit are in the software on your computer system, and we do have a right to examine those records.

Training

Initial Training. Our initial training consists of (i) a pre-training program that can be completed at your home online in approximately 30 hours (the "**Pre-Training Program**") and (ii) a two-week training program that is typically held five times per year at our training center in Memphis, Tennessee ("**Initial Training**"), but may be held virtually when travel or in-person meetings are restricted. You are encouraged to attend Initial Training as quickly as possible after you have completed your Pre-Training Program, which includes the submission of certain forms and materials to us. If fewer than four people are signed up for your scheduled training, we reserve the right to delay training until the next available session of four or more attendees but within six months of the purchase of your Franchised Business.

We provide Initial Training for three people that are approved by us as part of your Initial Franchise Fee. The three attendees of Initial Training that are covered by your Initial Franchise Fee must be you, your owner(s) (if you are an entity), and/or your Manager(s) (including General Managers, Business Development Managers, Production Managers, and Project Managers). We must approve each individual prior to attending Initial Training. You must pay an additional training fee of $1,000 per person per week (with Initial Training lasting for two weeks) for each additional trainee that is approved by us to attend our in-person training. Prior to attending Initial Training, any trainees must have a medical respirator exam fitting and bring the respirator to training. You must complete our Initial Training to our satisfaction or re-attend the Initial Training within six months at your own expense.

We will provide our training programs to any replacement officer or manager at a cost to be determined from time to time by us.

Our current training program is as follows:

TRAINING PROGRAM

Subject	Hours of Training	Location
***Pre-Training*:**		
Review materials on business services, set up, marketing, sales, developing a business plan, job management system, accounting and operations.	30	Online, on-demand at your own location
Franchise Initial Training:		
Technical training on cabinet repairs, removals, installation, finishing, materials, safety, construction method, assembly, and equipment.	30	Franchisor's Training Center, Memphis, TN or at location of our choosing or led virtually by one of our instructors
Business training on accounting, hiring, sales, marketing, documentation, systems, and operations.	30	
TOTAL	90	

The total hours for Initial Training will vary based on the number of people in each session. Initial Training is conducted in a classroom environment, in a "hands-on" laboratory environment in our Training Center in Memphis, Tennessee, but some or all of it may be held virtually and led by one or more of our instructors. Each

technical subject includes hands-on guided application and practice time. Our Operations Manual is provided as instructional material.

Our Initial Training classes are conducted by Gina Moss, our Manager of Technical Training, and by Mitch Dodd, our Brand Leader. Ms. Moss has been on our or our affiliates' staff since January 2012. She has over 25 years of experience, including twenty years with her own business specializing in color and finish repair restoration for wood cabinetry, furniture and kitchen cabinet refacing. Mr. Dodd has been on our or our affiliates' staff since 2018, and he has over 8 years of experience in the industry. Additional members of our team may participate in portions of Initial Training.

Additional Training. We will, in our sole discretion, make available additional training in cabinet restoration techniques and business operations for Franchised Businesses. If you request such training in writing, we will provide it at mutually agreeable times. Otherwise, such training will be at a location and time designated by us or by other reasonable medium.

We may require you and your agents who provide Franchised Services to complete certain additional training programs. All franchisees providing Franchised Services must attend our national convention and successfully complete a training course for each authorized Franchised Service at least once per calendar year. We may charge a reasonable fee for all additional training to offset our costs.

If we host an annual convention, you are required to attend the annual convention. If you do not attend the annual convention, you must still pay the convention fee.

If you participate in our MRN, you must be approved by us and the MRN Administrator and may require additional training.

Travel and Living Expenses. You are responsible for paying the travel, living expenses, and wages of you and your trainees during any training programs or conventions, including, without limitation, Initial Training and Post-Training.

Item 12: Territory

We will designate the Territory within which you will perform Franchised Services. We will determine the Territory in our sole discretion based on population, number of single-family households, household income, geographic boundary, and market potential. We use the current United States Census Bureau figures (or other source we decide to use) when considering population estimates. For a Traditional Franchise, we anticipate that your Territory will have at least approximately 250,000 single-family households or a population in excess of 1,000,000 people at the time your Territory is determined. For a Small-Market Franchise, we anticipate that your Territory will have between approximately 125,000 to 250,000 single-family households or a population in excess of 500,000 people at the time your Territory is determined. Your Territory will be listed as Exhibit A to your Franchise Agreement.

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

You may market to and solicit customers only within your Territory. Our business is a referral business; therefore, you may also perform Franchised Services for a customer outside your Territory only if an insurance carrier, adjuster, other referral source (including us) and/or a customer initiates the request. You are prohibited from using any channels of distribution (*e.g.*, the internet, catalog sales, telemarketing, or other direct marketing) to market or solicit to referral sources or customers outside of your Territory.

We expect that you will participate in the National Accounts Program. You may accept business from a National

Accounts assignment that we provide to you even if it comes from outside your Territory. We reserve the right to determine the appropriateness of any allocation of any prospective assignments. You are required to honor our obligations to any such National Account customer. There may be a modification or reduction of your rights to your Territory because the National Accounts Program and the MRN Program allows us or our affiliates to award assignments from the program at our sole discretion. We do not pay any compensation for assignments within your Territory.

Your territorial rights are based solely on compliance with the Franchise Agreement and the Operations Manual, as may be updated from time to time. If you fail to comply with any of your obligations under the Franchise Agreement or the standards and specifications in the Operations Manual, we may reduce the size of your Territory or revoke your right to any protections from sales of other franchisees in your Territory either temporarily or permanently during the term of your Franchise Agreement. There are no sales quotas, but you will be subject to the Minimum NBF Contribution and the Minimum Royalty. You must not abandon the Franchised Business and must continue to operate it in accordance with the Franchise Agreement.

You must operate or conduct your Franchised Business from only one location within your Territory, unless otherwise approved in writing. You may operate as many crews, teams, sales forces and Service Vehicles as you want, but all phones must be located at and answered from this one location. You may relocate your Franchised Business only with our prior written approval. Our approval will be based upon many factors, including the then-current viability of the proposed location and demographics, number of single-family households, traffic patterns, size of the premises, lease terms, competition, and similar factors. This approval should not be construed as an assurance or guaranty that the new site will be successful or profitable. If we approve the relocation of your Franchised Business, the new location must be within your Territory.

There is nothing in the Franchise Agreement that gives you a right of first refusal or any other right to buy additional Franchised Businesses in any area.

You may operate and market your Franchised Business within the Territory, subject to certain rights reserved to us (as set forth below) and provided you timely pay the Minimum NBF Contribution and the Minimum Royalty. We reserve the right:

(a) for our affiliate, the MRN Administrator, to distribute a customer assignment (through any channel of distribution) that originates in your Territory to another franchisee outside of your Territory, without any obligation to compensate you for distributing such assignment from your Territory to another franchisee outside of your Territory;

(b) to offer and sell, and grant rights to other franchise owners to offer and sell, any products or services that you do not or will not offer in the Territory whether identified by the Marks or other trademarks or service marks, through any distribution channels we deem best, without any obligation to compensate you for selling such products or services in your Territory; and

(c) to purchase or otherwise acquire the assets or controlling ownership of one or more businesses identical or similar to your Franchised Business (and/or franchise, license, and/or similar agreements for these businesses), some or all of which might be located within the Territory, without any obligation to compensate you for any business lost to new franchises in your Territory as a result of the consummation of such transaction.

If your Franchised Business participates in the MRN, then you may receive assignments from the MRN Administrator or our approved customers. The MRN Administrator will provide assignments to you to be performed within your Territory or outside of your Territory. Some customers which utilize the MRN may have individual performance guidelines which you must agree to meet in order to be eligible for their referrals. You do not have any exclusive right to receive assignments for jobs to be performed in your Territory. The MRN Administrator has the absolute right to designate and distribute assignments or not distribute assignments, in its sole discretion, including distributing an assignment that comes from within your Territory to another franchisee.

The MRN Administrator will evaluate your Franchised Business and if it determines, in its sole discretion, that you meet the MRN standards and requirements, then you may, but are not guaranteed to be, given the assignment. It is possible that you may receive no assignments under this program or under any of our National Accounts programs. You must pay a MRN Administration Fee on all revenue producing assignments including inspections.

Further, if you are not MRN approved you will not qualify to receive consideration for MRN job assignments for Franchised Services to be provided within your Territory.

Our affiliate, Furniture Medic, franchises furniture and wood restoration, repair, fabrication, and refinishing businesses under the Furniture Medic® mark. Furniture Medic may grant franchise licenses to one or more Furniture Medic franchisees within your Territory. There are significant differences between the licenses offered to Furniture Medic franchisees and Renew Medic franchisees, including core services to be provided, office and equipment build out and requirements, target customers, target referral sources, and others. Furniture Medic franchisees perform a broad range of restoration services, while Renew Medic franchisees focus on cabinet restoration repair, transformation, and manufacturing. There are some restoration services that both a Furniture Medic franchisee and a Renew Medic franchisee can perform, and therefore any Furniture Medic franchisee(s) within your Territory will be directly competing with you for these jobs. We do not currently own or operate any Furniture Medic franchises. We maintain the Renew Medic corporate location and training center at the same location that Furniture Medic maintains its training center.

If a customer in your Territory requests a service you cannot or will not offer, then we reserve the right to provide that service through another franchisee or affiliate, including Furniture Medic franchisees. Any jobs already scheduled and assigned to another Franchised Business (or us) in your Territory as of the commencement of business of your Franchised Business, will remain with that Franchised Business (or us). If, at any point, you and a Furniture Medic franchisee disagree about your territorial rights, you must cooperate with the other franchisee, Furniture Medic, and us to resolve that dispute. We will give due consideration to all input from all parties, but we retain the ultimate decision-making authority for such matters.

Except as described in Item 1 and this Item 12, we do not operate or franchise, or currently plan to operate or franchise, any business under a different trademark that sells or will sell goods or services similar to those that our franchisees sell. However, our affiliates, including the Affiliated Programs described in Item 1 and this Item 12 and other portfolio companies that currently are or in the future may be owned by private equity funds managed by Eagle Merchant Partners, may operate and/or franchise businesses that sell similar goods or services to those that our franchisees sell.

Item 1 describes our current Affiliated Programs that offer franchises, their principal business addresses, the goods and services they sell, whether their businesses are franchised and/or company-owned, and their trademarks. All of these other brands (with limited exceptions) maintain offices and training facilities that are physically separate from the offices and training facilities of our franchise network. Most of the Affiliated Programs are not direct competitors of our franchise network given the products or services they sell, although some are, as described in Item 1 and this Item 12. All of the businesses that our affiliates and their franchisees operate may solicit and accept orders from customers near your business, including within your Territory. Except as described above concerning Furniture Medic franchisees, we do not expect any conflicts between our franchisees and our affiliates' franchisees regarding territory, customers and support, and we have no obligation to resolve any perceived conflicts that might arise.

Item 13: Trademarks

If we grant you a franchise, we will grant you the right to operate such franchise under the Marks that we specify in your Franchise Agreement or otherwise in writing from time to time. We may add to, change, or remove Marks from time to time.

The following principal trademarks are included in the Marks and are registered on the Principal Register of the

United States Patent and Trademark Office (the "**USPTO**").

Mark	Registration No.	Date of Registration
	8,053,087	December 2, 2025
RENEW MEDIC	8,053,086	December 2, 2025

All required affidavits have been filed for the registered trademarks. We intend to renew the registrations and file all appropriate affidavits for the Marks at the times required by law.

TCB Services, our parent, owns the Marks and licenses the right to us to use the Marks and to sublicense the Marks to franchisees throughout the United States under a license agreement. The agreement is for a perpetual term. The agreement may be terminated only if we materially breach the agreement and do not cure the breach within 30 days, or if we cease to be an affiliate of TCB Services. If terminated, the right to use the Marks under the franchise agreements then in effect will continue until the expiration or termination of such franchise agreements. There are no other agreements currently in effect which significantly limit our right to use or license franchisees to use the Marks.

There is currently no litigation involving our Marks or any effective determinations by the U.S. Patent and Trademark Office or any state. There are no pending infringement, opposition, or cancellation proceedings involving our Marks.

The Franchise Agreement grants you the license to do business under the Marks in your Territory only and outside your Territory as outlined in Item 12 and the Franchise Agreement. You must follow all rules stated in the Franchise Agreement and our Operations Manual regarding the use of our Marks. You may only use the Marks when operating your Franchised Business. You may only use the Marks that we license you to use. You cannot sell any service in your Franchised Business that is not under the Marks.

If you learn of any infringement of the Marks or if any challenge to your use of any Marks is made, you must notify us immediately and you must assist us in prosecution or defense of a legal action. We are not obligated to, but may take whatever action we deem appropriate for infringement on any of our Marks. We are not obligated in the Franchise Agreement (or otherwise) to protect your rights in the Marks, nor are we obligated to indemnify you for losses associated with any infringement of, or challenge to, our rights in the Marks.

We reserve all rights to control any administrative proceedings or litigation involving a Mark licensed by us.

If we modify any of our Marks, you must make the same modification at your own cost. If we stop using any of our Marks, you must also stop using that Mark.

We are unaware of any infringing uses of the Marks that could materially affect your use of the Marks in your business.

Item 14: Patents, Copyrights and Proprietary Information

There are no patents material to the purchase of the Franchised Business, and we do not have any pending patent applications material to the Franchised Business. We or our affiliates claim proprietary rights in the information on our Intranet and in our Operations Manual, advertising and promotional materials, forms and related materials

that we or our affiliates produce, although these materials may not have been registered with the Copyright Office of the Library of Congress. The materials are proprietary and confidential and are considered our or our affiliates' property. You may use them only as long as you are a franchisee, and only as provided in the Franchise Agreement.

There are currently no effective determinations of the Copyright Office of the Library of Congress or any court regarding any of our copyrighted materials. There are no agreements in effect that significantly limit our right to use or license the copyrighted materials. We are not aware of any infringing uses of these materials that could materially affect your use of these materials. We are not required by any agreement to protect or defend our or our affiliates' copyrights.

We will be disclosing to you certain information we believe to be confidential or proprietary information and trade secrets. This will include information contained in our Operations Manual, and in materials separately provided to you. You may use these materials, in the manner we approve, in the operation of your business during the term of the Franchise Agreement. However, you may not use these materials in any other way for your own benefit, or communicate or disclose them to, or use them for the benefit of any other person or entity. These materials include any trade secrets, knowledge or know-how, confidential information, advertising, marketing, designs, plans, or methods of operation. This includes information about our sources of supply, and our recommendations on pricing. You may disclose this information to your employees, but only to the extent necessary to operate your business, and then only while the Franchise Agreement is in effect. You are responsible for restricting your employees from improperly using or disclosing our confidential information.

Item 15: Obligation To Participate in the Actual Operation of the Franchise Business

You must devote your full time, energy and best efforts to the management and operation of the Franchised Business, except as otherwise approved in writing by us.

If we allow you not to personally supervise the business, you must employ a manager who will be responsible for direct, on-premises supervision of the business (a "**Manager**"). The Manager must have successfully completed the Initial Training but need not have an ownership interest if you are a corporation, partnership, or limited liability company. You are responsible for restricting your Manager(s) from improperly using or disclosing our confidential information. At our option, before the Manager is engaged, you must submit to us the proposed candidate's identity and qualifications, and we may accept or reject such candidate based on our commercially reasonable assessment of his/her management experience, qualifications and ability to maintain our standards and specifications, including the terms of the Operations Manual. We will not unreasonably withhold our acceptance if the Manager meets our minimum qualifications and completes the Initial Training. At all times, you must ensure that the Franchised Business is under the direct supervision of someone who has successfully completed training.

If the Manager fails to ensure that the Franchised Business satisfies the terms of the Franchise Agreement (including any Small-Market Franchise Addendum) and complies with our standards and specifications, including the terms of the Operations Manual, then we may require you to hire a new Manager. You, or the Manager (as applicable) are solely responsible for hiring any personnel of the Franchised Business and determining the terms and conditions of their employment. You (or your Manager) must hire and properly train all personnel.

If you are a corporation, partnership, or limited liability company, we will require all shareholders, partners, or members that own 10% or more of your ownership equity, to sign the Guaranty of Franchisee's Obligations attached to the Franchise Agreement. Each shareholder, partner, or member that owns any equity in you, will be required to sign the Item 23 Receipt attached to this Disclosure Document prior to signing a Franchise Agreement. Your spouse, if you are an individual, or the spouses of your shareholders, partners, or members if you are a business entity, are not required to sign a Guaranty if the spouse has no ownership interest in the Franchised Business. However, your spouse, if you are an individual, or the spouses of your shareholders, partners, or members, if you are a business entity, will be required to sign a Spouse Acknowledgement in the form attached to the Guaranty, by which the spouse acknowledges that we are relying on all assets of you and any guarantor,

including jointly owned marital property, in accepting your or the guarantor's obligations. Your spouse, if you are an individual, or the spouses of your shareholders, partners, or members, if you are a business entity, must also agree to be bound by the non-competition and non-disclosure restrictions, dispute resolution provisions, and governing law provisions contained in the Franchise Agreement.

Item 16: Restrictions On What the Franchisee May Sell

You must offer and provide the Franchised Services we require. We have the right to change the Franchised Services without limitation. These Franchised Services include residential and commercial cabinet repair, restoration, renewal, transformation, re-sale and manufacturing services. We must approve in writing any additional service you may want to offer. If you purchase supplies, products or equipment for use in your Franchised Business from anyone other than us, each must be approved by us. You must operate your Franchised Business in strict conformity with the methods, standards, and specifications we may require in the Operations Manual or in writing.

Further, the MRN Administrator has the right to put limitations on MRN assignments that it may develop for our MRN approved franchisees. The MRN Administrator makes assignments in its sole discretion and it is possible that you may receive no assignments even if you participate in our MRN and National Accounts programs. Procedures, policies and other terms and conditions regarding the MRN are published from time to time on our Intranet.

You must participate in the National Accounts Program and the MRN if it is possible to do so in your Territory. However, some National Accounts and MRN customers or partners, for whatever reason, may decide they do not want to do business with you. If that happens, then, if we determine in our sole discretion to provide for the services through another provider, then we or our affiliate or any other franchisee designated by us may provide services for that National Account or MRN customer in your Territory. In addition, we or our affiliates or any other franchisee designated by us, may perform services for any National Account or MRN customer located in your Territory for whom you have declined to provide services for any reason. Neither we, nor our affiliates or any of our franchisees, will be liable or obligated to pay you any compensation for doing so and neither we, nor our affiliates or any of our franchisees, will be considered in breach of any provision of your Franchise Agreement or any other agreement between the parties. You must release us, the MRN Administrator and such other franchisees from any liability or obligation to you for providing services to such National Accounts or MRN customer.

We have the right to add additional services that you may be required to offer. You must successfully complete training to our satisfaction for any additional products and services. There are no limits on our right to add additional services, and you may incur additional costs to offer these expanded services and products. See Items 8, 9, and 12 for further details.

Item 17: Renewal, Termination, Transfer and Dispute Resolution

THE FRANCHISE RELATIONSHIP

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

Provisions	Article in Franchise Agreement; Small-Market Franchise Addendum	Summary
a. Length of Franchise Term	II.A.	Term is 10 years from effective date of the Franchise Agreement.
b. Renewal or extension of the term	II.B.	If you meet the conditions in Row C., you may enter into a renewal term for an additional, consecutive 10-year term.

Provisions	Article in Franchise Agreement; Small-Market Franchise Addendum	Summary
c. Requirements for you to renew or extend	II.B.	In order to enter into a renewal term, you must satisfy, in our sole discretion, the following conditions: you must (i) deliver to us written notice 6 to 12 months before the expiration of your Franchise Agreement of your intent to renew your Franchise Agreement; (ii) execute the then-current form of Franchise Agreement, which may contain commitments which differ materially from the terms of than your original Franchise Agreement, including an increased Royalty Fee; (iii) execute, along with your affiliates and the owners of each, a general release in our favor; (iv) not have received 4 or more written notices of a material breach of your Franchise Agreement from us during the term of the Franchise Agreement (whether or not the breaches were corrected within the prescribed cure period after receipt); (v) satisfy all monetary obligations then due and owing by you; (vi) agree, in writing, to operate the Franchised Business in accordance with our then-current standards and specifications; and (vii) pay us a renewal fee of $5,000. If you have not signed the new Franchise Agreement and general release at the end of the term, we may, in our sole discretion, extend your franchise on a month-to-month basis, but, if you have not signed such agreements after 60 days, your Royalty Fee will be increased by 2.5% of gross sales.
d. Termination by franchisee	Not applicable	Franchisee may not terminate this Agreement unless allowed under the law.
e. Termination by franchisor without cause	Not applicable	Not applicable
f. Termination by franchisor with cause	X.A and X.B	We can terminate if you have defaulted on your Franchise Agreement or any other agreement between you and us or our affiliates or if you have become the subject of bankruptcy or insolvency proceedings among other things.
g. "Cause" defined – curable defaults	X.C.	You have 30 days to cure: Nonpayment of fees; failure to submit or accurately report Gross Sales, annual Gross Sales in an amount less than 2 % or submit any other reports; failure to obtain and maintain a business license; failure to abide by or perform any of the terms of your lease; failure to abide by or perform any of the terms of the Franchise Agreement; marketing or sales solicitation outside your Territory; material misrepresentations, maintaining false books or

Provisions	Article in Franchise Agreement; Small-Market Franchise Addendum	Summary
		records, submitting false reports; use of unapproved products; failure to complete training in a manner satisfactory to us; unauthorized sale or transfer of license; non-compliance with insurance requirements; default of any provision of the Franchise Agreement, or any other agreement between you, your owner, or your affiliates and us or our affiliates or any other agreement related to the Franchised Business ("Related Agreement").
h. "Cause" defined – non- curable defaults	X.A and X.B.	Non-curable defaults: Insolvency; bankruptcy; abandonment, i.e. 10 consecutive days without providing services, no business phone, no service vehicle; conviction/no contest plea to a felony; 4 or more default notices; unethical business practices; disclosure or misuse of trade secrets or confidential information; any Related Agreement is terminated due to a default by you, your owners, or your affiliates; failure or refusal to sign renewal agreement; material misrepresentation or omission in acquiring the Franchised Business; violating a third-party non-compete by entering into the Franchise Agreement; unauthorized or misuse of the Marks; failure to timely open the Franchised Business; unauthorized relocation; unauthorized transfer or assignment of the Franchised Business; revocation or impairment of our right to effect EFT due to your actor notice; unauthorized representation on behalf of us; knowingly maintaining false books or records; refusing to allow us to audit you; or defaulting under your lease; or 2 or more suspensions from the MRN or National Accounts Program in any 12 month period.
i. Franchisee's obligations on termination / non-renewal	XI.A.	Obligations include: stop using the Marks; release phone numbers to us; within 10 days ship everything with the Marks back to us; de-stripe or de-identify van and send photos; pay outstanding fees; return all marketing materials, Operations Manual, etc.; pay the minimum fee for the remainder of the contract term; cease using social media platforms and assign logins to us.
j. Assignment of contract by franchisor	IX.H.	No restrictions on our right to assign.

Provisions	Article in Franchise Agreement; Small-Market Franchise Addendum	Summary
k. "Transfer" by franchisee – defined	IX.A; IX.B; IX.C; and IX.D.	Includes assignment, sale or other transfer by you of: any interest in the Franchise Agreement; any of the ownership of franchise; the business; sale of capital stock or partnership interest in the business; merger; issuing additional stock; sale of common stock; transfer resulting from divorce or other legal action; transfer as result of death; sale of assets of business.
l. Franchisor approval of transfer by franchisee	IX.A and IX.B.	We must approve any transfer of any interest in the Franchise Agreement or the Franchised Business. You must comply with the terms of the transfer policy. Any assignment or transfer without our prior written consent shall be null and void and shall constitute a material breach of the Franchise Agreement.
m. Conditions for franchisor approval of transfer	IX.B.	New owner must: have business experience and financial ability to assume license; assume license obligations; complete training; have service vehicle; and sign the then-current Franchise Agreement. You must: obtain our written consent prior to any assignment or transfer; be current in all fees and not in default of license; pay applicable transfer fee; sign release in favor of us; sign non-compete in favor of new owner; agree that new owner's installment payments to us are subordinate to new owner's payments to you; replace any missing equipment, supplies or other assets transferred to new owner at your sole expense; fulfill all obligations of the then-current transfer policy; and provide for continuous operations of Franchised Business during transition to new owner.
n. Franchisor's right of first refusal to acquire franchisee's business	XVI.I.	You must offer to sell your Franchised Business to us in writing for a specific price before selling it to anyone else. We may decline or accept within 60 days of receipt of your offer. Should we decline, you can sell to a third party, but not at a lower price or on more favorable terms than offered to us. If Franchised Business is not sold within six months from the date offered to us, then you must re-offer to sell to us prior to a sale to a third party.
o. Franchisor's option to purchase franchisee's business	XVI.I.	We do not have the option to buy your Franchised Business.
p. Death or disability of franchisee	IX.D.	Your executor can assign your Franchise Agreement, but we must approve the new owner and the Franchise Agreement must be assigned

Provisions	Article in Franchise Agreement; Small-Market Franchise Addendum	Summary
		within six months of the date of death or permanent disability.
q. Non-competition covenants during the term of the franchise	XIII.A and Nondisclosure and Noncompetition Agreement	You, your principals, partners, and their spouses cannot be involved in a business that competes with Franchised Businesses (subject to state law).
r. Non-competition covenants after the franchise is terminated or expires	XIII.B and Nondisclosure and Noncompetition Agreement	You, your principals, partners, and their spouses cannot be involved in a business that competes with Franchised Businesses in the lesser of adjacent counties of the Territory or 75 miles from the outside border of the Territory for two years (subject to state law).
s. Modification of the license	XVI.H.	We may adopt and use new or modified Marks, copyrighted materials, products, equipment or techniques without liability to you and you agree to comply with the modifications even if such modifications.
t. Integration/merger clause	XVI.J.	Only the terms of the Franchise Agreement and other related written agreements are binding (subject to state law). Any representations or promises outside of the Disclosure Document and Franchise Agreement many not be enforceable. Notwithstanding the foregoing, nothing in the franchise agreement or any related agreement is intended to disclaim the representations made in the Franchise Disclosure Document.
u. Dispute resolution by arbitration or mediation	XV.	All disputes must be resolved by arbitration except those set forth in Article XV.B, and where prohibited by your state's law (subject to state law).
v. Choice of forum	XV	Subject to applicable state law, all claims must be arbitrated or litigated in the city in which our principal place of business is located.
w. Choice of law	XV.J	Subject to applicable state laws, Georgia law applies.

Item 18: Public Figures

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

Item 19: Financial Performance Representations

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

In 2024, eight Furniture Medic franchisees converted their franchises to Renew Medic franchises, all of which are Traditional Franchises. Four of these eight Furniture Medic franchisees transferred their businesses to our corporate affiliates prior to the Renew Medic conversion. These eight franchisees had developed their Furniture Medic businesses, and particularly their specialty restoration and insurance business, to a level where their business no longer resembled a Furniture Medic business. Specifically, Furniture Medic businesses are smaller operations where furniture repair work can be performed on site at customer locations as well as in small shops, including home offices or garages. By contrast, the eight Renew Medic franchisees that were converted from Furniture Medic franchisees operate their businesses in large, industrial-size warehouses that contain a minimum of 5,000 - 7,500 square feet of warehouse and office space. Likewise, where Furniture Medic franchisees provide services that restore furniture, wood, and fabric for customers directly and through insurance carriers, the Renew Medic business is limited to cabinet and wood repair and provides services mostly through insurance carriers.

In 2024, there were eight Renew Medic franchisees, all of which had converted their businesses from Furniture Medic franchised businesses in 2024. This includes four conversion franchises that are now operated by our corporate affiliates. All of these previous Furniture Medic businesses opened before 2024. Table 1A below shows the Gross Revenue these franchisees generated in the calendar year 2024, both before and after their conversion. While the Gross Revenue included in Table 1A below includes pre-conversion revenue in 2024, the pre-conversion revenue only includes Gross Revenue derived from services that the Renew Medic business offers.

The information presented in Tables 1, 2 and 3 below is based on historical results and is not a forecast of future potential performance. For purposes of this Item 19, the term "Gross Revenue" means the total of sales invoices or other items billed to the franchisee's customer (including any National Accounts or MRN customers), less any bad debts, credits, sales tax or other restatement of revenue allowed to the customer.

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TABLE 1A: 2024 & 2025 Gross Revenue All Locations Open >12 Months				
Market	**Conversion Date**	**2025**	**2024**	**% Change**
Corporate Locations				
Memphis - 1 Territory	3/1/2024	$1,206,454	$554,276	118%
Chicago - 5 Territories	7/1/2024	$1,855,018	$1,702,250	9%
Phoenix - 5 Territories	10/1/2024	$2,673,005	$3,061,449	-13%
San Francisco*- 5 Territories	10/24/2024	$2,976,597	$3,560,459	16%
Sacramento* - 3 Territories	10/24/2024	$1,144,120		
Franchise Locations				
Denver - 5 Territories	8/7/2024	$6,347,651	$5,366,283	18%
Houston - 1 Territory	9/12/2024	$1,053,027	$1,041,925	1%
Las Vegas - 2 Territories	8/8/2024	$685,467	$487,906	40%
Detroit - 2 Territories	9/11/2024	$762,767	$649,016	18%

*Note: The San Francisco and Sacramento locations previously ran as a single market. In January 2025 they were separated into two distinct corporate locations.

TABLE 1B: 2025 Gross Revenue for Locations Opened After January 1, 2025		
Franchise Locations	**Open Date**	**2025 Revenue**
Charlotte - 2 Territories	May 2025	$220,721
Atlanta - 5 Territories	July 2025	$565,069
Nashville - 2 - Territories	December 2025	$4,008

Notes to Table 1:

1. As of December 31, 2025, there were 19 corporate locations open, of which 19 were open for more than 12 months and are included in Table 1A. As of December 31, 2025 there were 26 franchised locations open, of which 10 were open for more than 12 months and are included in Table 1A.
2. The Gross Revenue listed in Table 1 comes from sales reports the franchisees provided to their franchisor, which formed the basis for their calculation of royalties. We have not audited the franchisees' sales reports.

Table 2 below shows the following data for all corporate and franchised locations that were open for more than 12 months as of December 31, 2025: (i) total number of jobs, (ii) average ticket price, (iii) highest ticket price, (iv) lowest ticket price and (v) median ticket price.

TABLE 2: 2025 Job and Ticket Data for Cabinet Restoration*					
	Number of Jobs	**Average Job Size**	**Maximum**	**Minimum**	**Median**
Corporate Locations - 19 Territories	2241	$4,357.14	$71,004.00	$150.00	$1,571.20
Franchise Locations - 10 Territories	1277	$4,183.13	$73,980.00	$2.00	$1,208.10

*This only represents cabinet restoration jobs where the job was won and the ticket is not null.

Notes to Table 2:

1. Tickets include jobs for providing estimates only (where franchisees may not have ultimately performed the estimated work), jobs for doing emergency cabinet removal only (where franchisees may not have performed the repair work), and jobs where all of the needed work was completed.
2. The data in Table 2 comes from our operating systems in use by these franchisees in 2025. We have not audited this data. Of the 26 franchised locations and the 19 corporate locations that were in operation as of December 31, 2025, 10 franchised locations and all 19 corporate locations were open for more than 12 months as of December 31, 2025 and are included in Table 2.

Table 3 provides the total 2025 revenue and expenses from the Renew Medic franchisee who operates in the Denver, Colorado Territory. Table 3 shows all of the Denver Franchisee's revenue and expenses. The data in Table 3 comes from the Denver Franchisee's profit and loss statement, which was prepared by the Denver Franchisee and provided to us. We have not audited this data. We are not providing expenses for the other Renew Medic franchisees because we do not have reliable profit and loss statements from those franchisees for the entire 2025 calendar year. And we do not provide expense breakdowns for our company-owned locations because the corporate location operations model and business practices are currently different from those of our franchised locations. Our company-owned locations have different expense models, staffing structures, and/or marketing strategies compared to franchised locations. Therefore, the expense breakdowns of our company-owned locations may not be indicative of the financial performance that a franchisee can expect.

TABLE 3: 2025 Revenue & Expense Information from Denver Franchisee	
Total Income	$6,347,651
Contractors/Production Labor	$2,068,388
Job Supplies	$464,304
Advertising/Promotion	$49,215
Rent	$243,425
Royalties/Brand Fund/MRN Fees	$558,623
Management/Clerical Payroll	$530,914
Insurance	$278,756
Auto/Fuel	$144,597
Repair & Maintenance	$161,224
Professional Services	$32,565
Utilities	$79,068
Other Expenses	$286,691
EBITDA	$1,449,880

Notes for Table 3:

1. "EBITDA" in Table 3 does not include any owners' compensation.

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

Characteristics of the franchisees presented in this Item 19 may differ substantially from your Franchised Business

depending on your previous business or management experience, competition in your area, and length of time that the presented franchisees have operated compared to your Franchised Business. The sales, profits and earnings of an individual franchisee may vary greatly depending on these and a wide variety of other factors, including the location of the Franchised Business, population, demographics in your market area, economic and market conditions, labor, and product costs, etc.

We have written substantiation in our possession to support the information appearing in this financial performance representation. Written substantiation will be made available to you on reasonable request. We recommend that you make your own independent investigation to determine whether or not the franchise may be profitable and consult with an attorney and other advisors prior to executing the franchise agreement. We suggest that you develop and review with your own professional advisors a pro forma cash flow statement, balance sheet and statement of operations, and that you make your own financial projections regarding sales, costs, customer base, and business development for your own outlet before you sign any agreement with us.

Other than the preceding financial performance representation, we do not make any financial performance representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to our management by contacting our team at franchisesales@tcbfranchising.com or by using our mailing address at 57 Germantown Ct., Suite 201, Cordova, TN 38018 or by telephone at 844-326-5292, the Federal Trade Commission, and the appropriate state regulatory agencies.

Item 20: Outlets and Franchisee Information

An outlet as used in these Item 20 Tables is defined as a franchise territory.

Table No. 1
Systemwide Outlet Summary for Years 2023 to 2025*

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	**2023**	0	0	0
	2024	0	10	+10
	2025	10	26	+16
Company-Owned	**2023**	0	0	0
	2024	0	19	+19
	2025	19	19	0
Total Outlets	**2023**	0	0	0
	2024	0	29	+29
	2025	29	45	+16

*We previously reported company-owned and franchise "outlets" on a location basis (*i.e.*, each franchisee's location, regardless of territory count, was counted as one outlet). Beginning with this 2026 Franchise Disclosure Document, we report "outlets" based on franchises sold (*i.e.*, each territory granted under a Franchise Agreement is counted as one outlet). As a result of this change in reporting methodology, the outlet counts for 2024 presented in this Item 20 may differ from those presented in our 2025 Franchise Disclosure Document, and such figures are not directly comparable.

Table No. 2
Transfer of Franchised Outlets for Years 2023 to 2025

State	Year	Number of Transfers
All states	**2023**	0
	2024	0
	2025	0

Table No. 3
Status of Franchised Outlets for Years 2023 to 2025*

State	Year	Outlets at the Start of the Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at the End of the Year
Colorado	**2023**	0	0	0	0	0	0	0
	2024	0	5	0	0	0	0	5
	2025	5	0	0	0	0	0	5
Georgia	**2023**	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	5	0	0	0	0	5
Michigan	**2023**	0	0	0	0	0	0	0
	2024	0	2	0	0	0	0	2
	2025	2	2	0	0	0	0	4
Nevada	**2023**	0	0	0	0	0	0	0
	2024	0	2	0	0	0	0	2
	2025	2	0	0	0	0	0	2
North Carolina	**2023**	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	2	0	0	0	0	2
Tennessee	**2023**	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	2	0	0	0	0	2
Texas	**2023**	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
	2025	1	5	0	0	0	0	6
Totals	**2023**	0	0	0	0	0	0	0
	2024	0	10	0	0	0	0	10
	2025	10	16	0	0	0	0	26

*We previously reported company-owned and franchise "outlets" on a location basis (*i.e.*, each franchisee's location, regardless of territory count, was counted as one outlet). Beginning with this 2026 Franchise Disclosure Document, we report "outlets" based on franchises sold (*i.e.*, each territory granted under a Franchise Agreement is counted as one outlet). As a result of this change in reporting methodology, the outlet counts for 2024 presented in this Item 20 may differ from those presented in our 2025 Franchise Disclosure Document, and such figures are not directly comparable.

Table No. 4
Status of Company-Owned Outlets for Years 2023 to 2025*

State	Year	Outlets at the Start of the Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets sold to Franchisee	Outlets at the End of the Year
Arizona	**2023**	0	0	0	0	0	0
	2024	0	5	0	0	0	5
	2025	5	0	0	0	0	5
California	**2023**	0	0	0	0	0	0
	2024	0	8	0	0	0	8
	2025	8	0	0	0	0	8
Tennessee	**2023**	0	0	0	0	0	0
	2024	0	1	0	0	0	1
	2025	1	0	0	0	0	1
Illinois	**2023**	0	0	0	0	0	0
	2024	0	5	0	0	0	5
	2025	5	0	0	0	0	5
Totals	**2023**	0	0	0	0	0	0
	2024	0	19	0	0	0	19
	2025	19	0	0	0	0	19

* We previously reported company-owned and franchise "outlets" on a location basis (*i.e.*, each franchisee's location, regardless of territory count, was counted as one outlet). Beginning with this 2026 Franchise Disclosure Document, we report "outlets" based on franchises sold (*i.e.*, each territory granted under a Franchise Agreement is counted as one outlet). As a result of this change in reporting methodology, the outlet counts for 2024 presented in this Item 20 may differ from those presented in our 2025 Franchise Disclosure Document, and such figures are not directly comparable.

Table No. 5
Projected Openings As of December 31, 2025
For Fiscal Year Ending on December 31, 2026

State	Franchise Agreement Signed but Outlet Not Open	Projected New Franchised Outlets In The Next Fiscal Year	Projected New Company-Owned Outlets in Next Fiscal Year
California	0	4	0
Connecticut	0	3	0
Florida	3	8	0
Idaho	0	1	0
Illinois	1	2	0
Kansas	0	2	0
Kentucky	1	1	0
Maine	0	1	0
Massachusetts	0	2	0
Michigan	2	2	0
Minnesota	3	0	0
Missouri	2	1	0
New Hampshire	0	1	0
New Jersey	0	3	0

New Mexico	0	1	0
New York	0	3	0
North Carolina	3	4	0
Ohio	2	5	0
Pennsylvania	0	5	0
Rhode Island	0	1	0
South Carolina	0	3	0
Texas	0	5	0
Utah	2	0	0
Virginia	0	4	0
Washington	3	0	0
Total	22	62	0

Exhibit F contains the names, addresses and telephone numbers of all Renew Medic franchisees that were open as of December 31, 2025. Exhibit F also contains the same for every franchisee who has had a franchise terminated, cancelled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during the most recent fiscal year or has not communicated with us or our affiliates within 10 weeks of the issuance date of this Disclosure Document. Please note, if you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

We are not offering any existing franchised outlets to prospective franchisees, including those that are still being operated by current franchisees pending a transfer. In the event that we begin to offer any such outlet, specific information about the outlet will be provided to you in a separate Addendum to this Disclosure Document.

We have not entered into confidentiality clauses with former franchisees during the past three years as a result of a settlement of a dispute.

We have not created, sponsored or endorsed any trademark-specific franchisee organization associated with our franchise system. No independent franchise organization has requested to be included in our disclosure document.

Item 21: Financial Statements

Attached to this Disclosure Document as Exhibit B is the consolidated, audited financial statements of Guarantor for the period from March 31, 2023 to December 31, 2023 and as of December 31, 2025, December 31, 2024 and December 31, 2023. We began offering franchises in April 2024 and therefore cannot yet include three full years of our audited financial statements. Because Guarantor was organized on February 24, 2023 and began operating on March 31, 2023, it does not yet have available, and we cannot yet include, three full years of audited financial statements for Guarantor.

Guarantor has absolutely and unconditionally guaranteed all of our obligations under the terms of any Franchise Agreement or related agreement issued under this Disclosure Document. A copy of that guarantee is included in Exhibit B to this Disclosure Document.

Item 22: Contracts

This Disclosure Document contains the following contracts:

Exhibit A – Franchise Agreement
- Attachment 1 to Franchise Agreement – Personal Guaranty
- Attachment 2 to Franchise Agreement – Spousal Acknowledgement
- Exhibit B to Franchise Agreement – MRN Agreement

Exhibit C – Small-Market Franchise Addendum
Exhibit D – Multi-Unit Territory Addendum
Exhibit G – State Addenda to FDD and Franchise Agreement
Exhibit H – General Release
Exhibit J – Franchisee Questionnaire
Exhibit K – SBA Addendum

Item 23: Receipts

Two copies of an acknowledgement of your receipt of this Disclosure Document are included at the end of this Disclosure Document (Exhibit L). You should keep one copy for your file and sign, date and return the second copy to us.

RENEW MEDIC FRANCHISE AGREEMENT

RENEW MEDIC FRANCHISE AGREEMENT

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Attachment 1 – Personal Guaranty and Agreement

Attachment 2 – Spouse Acknowledgment

Exhibit A-1 – License of Territory

Exhibit A-2 – Telephone Listing Authorization Agreement

RENEW MEDIC FRANCHISE AGREEMENT

THIS RENEW MEDIC FRANCHISE AGREEMENT is signed this _____day of____, 20__, and effective this_____day of_____, 20__by and between

RENEW MEDIC
FRANCHISING, LLC

57 Germantown Court, Suite 201
Cordova, Tennessee 38018 (hereinafter referred to as "**RM**")

AND

_____

doing business as a_____under the name

_____
("d/b/a name")

_____
E-mail Address

(hereinafter "**Franchisee**")

RECITALS:

WHEREAS, RM has developed a system (hereinafter referred to as the "**System**") for the marketing of residential and commercial cabinet repair, restoration, renewal, transformation and manufacturing services (hereinafter referred to as the "**Franchised Services**");

WHEREAS, RM has created substantial goodwill associated with its trade name, trademarks, service marks, insignias, and logos, both as presently existing and as RM may hereafter designate (hereinafter collectively referred to as the "**Marks**");

WHEREAS, Franchisee desires to obtain the right to use the Marks in conjunction with the operation of a specialty mitigation, restoration, transformation re-sale, and manufacturing business in accordance with the System (the "**Franchised Business**") and desires to obtain experience and know-how from RM with respect to the sale of the Franchised Services and the System; and

WHEREAS, Franchisee acknowledges the importance of the Marks and the need to maintain the uniform high standards of quality, appearance and service associated therewith and recognizes the necessity of operating the Franchised Business in accordance with the provisions of this Agreement and all of the standards and specifications of the System.

NOW THEREFORE, the parties hereby agree as follows:

ARTICLE I: GRANT OF RIGHT

A. Grant of License. Subject to the terms and conditions hereof, RM hereby grants to Franchisee and Franchisee undertakes the obligation of, the non-exclusive right (hereinafter referred to as the "**License**") to use the Marks and solely in connection with the Franchised Business, RM's System, as it may be changed, improved and further developed from time to time in conjunction with the sale of Franchised Services in the territory described in the attached as **Exhibit A-1** (hereinafter referred to as the "**Territory**"). The License to perform the Franchised Services under the Marks includes the right to perform: (i) new cabinet manufacturing services, (ii) commercial services for cabinet repair, re-sale, restoration and renewal, (iii) residential wood repair, and (iv) restoration and cabinet transformation services as outlined in this Agreement and the Operations Manual (as defined below). Franchisee expressly acknowledges and agrees that this license relates solely to the License specified herein and does not grant Franchisee any rights not specifically contained in this Agreement. Franchisee understands that other franchisees may be parties to agreements containing more or different rights than contained in this Agreement.

B. Territory. Franchisee must operate the Franchised Business within the Territory at the office location set forth in the introductory portion of this Agreement. The Territory will be determined by RM. In determining the Territory, RM intends for the Territory, at the time the Territory is designated, to encompass approximately 250,000 single family homes or a population in excess of 1,000,000 people. RM has the exclusive right to grant a License for use within the Territory. RM will not grant new licenses for Renew Medic franchise businesses to maintain office locations or market to customers within the Territory, so long as Franchisee meets the performance criteria outlined in this Agreement (including, but not limited to, paying the Minimum NBF Contribution or the Minimum Royalty) and the Operations Manual (as defined below), as may be updated from time to time.

Franchisee acknowledges and agrees that if a customer, RM or its affiliates, or an insurance carrier initiates a request for a RM franchisee located outside of the Territory to perform Franchised Services within Franchisee's Territory, then such franchisee may perform the Franchised Services without any obligation to compensate Franchisee. Franchisee may also perform Franchised Services in the territory of another RM franchisee, so long as such Franchised Services were initiated at the request of a customer, RM or its affiliates, or an insurance carrier. If Franchisee fails to comply with any obligations under this Agreement (including, but not limited to, failing to pay the Minimum NBF Contribution or the Minimum Royalty) or the standards and specifications in the Operations Manual (as defined below), RM may, in its sole discretion, reduce the size of the Territory or revoke Franchisee's right to any protections in the Territory either temporarily or permanently during the term of this Agreement.

The License to operate the Franchised Business within the Territory is subject to the following provisions:

1. Franchisee shall use its own judgment in determining which promotion, marketing and/or advertising methods it desires to utilize in the solicitation of customers in the Territory, subject to Article V, Paragraph D of this Agreement.
2. Franchisee may not market the Franchised Business or solicit an account or business outside of the Territory. Franchisee may perform services for a customer outside of the Territory if a customer, RM or its affiliates, or an insurance carrier initiates the request.

3. RM or its affiliates may acquire businesses that are the same as or similar to the Franchised Business regardless of whether such businesses are located within or outside the Territory.
4. RM or its affiliates may establish and operate, and grant rights to other franchise owners to establish and operate, Franchised Businesses or similar businesses at any locations outside of the Territory and on any terms and conditions RM deems appropriate.
5. RM or its affiliates may offer and sell, and grant rights to other franchise owners to offer and sell, any Franchised Services and/or related products or services identical or similar to those the Franchised Business sells or offers, inside or outside of Franchisee's Territory, whether identified by the Marks or other trademarks or service marks, through any distribution channels RM deems best and without any obligation to compensate Franchisee for selling such products or services in the Territory.
6. RM or its affiliates may purchase or otherwise acquire the assets or controlling ownership of one or more businesses identical or similar to the Franchised Business (and/or franchise, license, and/or similar agreements for these businesses), some or all of which might be located within the Territory.
7. RM and its affiliates may offer and sell, and grant rights to other franchise owners to offer and sell, any products or services that Franchisee does not or will not offer in the Territory whether identified by the Marks or other trademarks or service marks, through any distribution channels RM deems best, without any obligation to compensate Franchisee for selling such products or services in the Territory.
8. RM and its affiliates may be acquired (regardless of the form of transaction) by a business identical or similar to Franchised Businesses.
9. RM and its affiliates may engage in any other business activities not expressly prohibited by this Agreement, anywhere.

Franchisee may only relocate to another office location within the Territory if Franchisee receives RM's prior written approval for any such relocation. RM may grant or withhold approval for a relocation, in its sole discretion. RM may base its approval on many factors, including the then-current viability of the proposed location and demographics, number of single-family households, traffic patterns, size of the premises, lease terms, competition, and similar factors. Any approval by RM of a relocation is not an assurance or guaranty that the new site will be successful or profitable.

C. National Accounts Program. RM has entered into agreements with several customers who have access to consumers wanting wood, furniture and cabinet restoration, repair, refinishing and transformation services (the "**National Accounts Program**"). Through this National Accounts Program, these consumers are referred to RM and RM then allocates these assignments to Renew Medic franchisees, in its sole discretion. If Franchisee participates in the National Accounts Program, Franchisee must adhere to the terms and conditions set out in the National Accounts agreements, including any pricing requirements, when Franchisee supplies Franchised Services for a National Accounts customer, and Franchisee must work for all participating National Accounts. Franchisee has the option of declining an assignment from the National Accounts Program, but Franchisee must refer the assignment back to RM.

Franchisee must participate in the National Accounts Program if RM approves Franchisee to do so. However, some National Accounts Program customers, for whatever reason, may decide they do not

want to do business with Franchisee or refer their consumers to Franchisee to receive Franchised Services. If that happens and RM determines in its sole discretion to provide the Franchised Services through another provider, then RM or its affiliates or any other Renew Medic franchisee designated by RM may provide such Franchised Services for that National Accounts Program customer in Franchisee's Territory. In addition, RM or its affiliates or any other Renew Medic franchisee designated by RM, may perform Franchised Services for any National Accounts Program customer located in Franchisee's Territory for whom Franchisee has declined to provide services for any reason. Neither RM, nor RM's affiliates or any of its franchisees, will be liable or obligated to pay Franchisee any compensation for performing Franchised Services in these circumstances and neither RM, nor its affiliates or any of its franchisees, will be considered in breach of any provision of this Agreement or any other agreement between RM or its affiliates and Franchisee.

Franchisee understands that RM will establish the rules under which Franchisee will participate and be compensated for participation in the National Accounts Program and RM may terminate or modify the National Accounts Program, in its sole discretion. All assignments are owned by RM and assigned solely at RM's discretion. Franchisee acknowledges and agrees that they may not receive and are not entitled to receive assignments and/or jobs from the National Accounts Program and that if they do receive such assignments or jobs: (a) those assignments or jobs may not be distributed equally; (b) the model for distributing those assignments will be designed in RM's sole discretion and may be modified from time to time; (c) National Accounts Program customers may limit the number of participating franchisees in a market and direct work to specific franchisees; and (d) assignment and/or job volume varies greatly across the United States, and that some geographic regions have few or no assignments/jobs.

D. Medic Restoration Network. Some of the National Accounts Program partners require Franchisees to participate in the Medic Restoration Network ("**MRN**"), which is a program that is operated by our affiliate, Medic Restoration Network, LLC, a Delaware limited liability company (the "**MRN Administrator**"). The MRN Administrator negotiates, facilitates, and manages relationships with customers for assignments on cabinets and household contents damaged during a water, fire or other household or commercial disaster event, and other related services, for the benefit of our franchisees. Under the MRN, the MRN Administrator provides to customers a network of approved participating Renew Medic franchisees that have met the MRN standards as set forth in the MRN Agreement, the current form of which is attached hereto as **Exhibit B** (the "**MRN Agreement**"), as may be revised from time to time as published on the Intranet (as defined below). Franchisee must enter into the MRN Agreement at the same time as this Agreement. Some customers which utilize the MRN may have individual performance guidelines which Franchisee must agree to meet in order to be eligible for their assignment referrals.

RM must approve Franchisee to participate in the MRN. If approved by RM to participate, Franchisee must participate in the MRN. To be approved, Franchisee must demonstrate that it meets certain standards and performance requirements concerning cabinet restoration and furniture and contents restoration. RM will evaluate the Franchised Business and determine, in its sole discretion, if Franchisee meets the MRN standards and requirements. MRN assignments are distributed to franchisees based on several criteria and in the MRN Administrator's sole discretion. If Franchisee participates in the MRN, there is no guarantee that Franchisee will receive any assignments through the MRN. Assignment flow in the MRN varies widely depending on the territory. Some territories may receive no assignments. Franchisee has no right to receive assignments from the MRN. Franchisee has the option of declining an assignment from MRN, but it must refer the assignment back to the MRN

Administrator.

If an MRN partner, for whatever reason, decides they do not want to do business with Franchisee, then RM or the MRN Administrator may determine, in their sole discretion, to provide the Franchised Services through another provider (e.g. RM, its affiliates or any other Renew Medic franchisee) in Franchisee's Territory. In addition, RM or its affiliates or any other Renew Medic franchisee designated by RM, may perform Franchised Services for any MRN customer located in Franchisee's Territory for whom Franchisee has declined to provide services for any reason. Neither RM, nor RM's affiliates or any of its franchisees, will be liable or obligated to pay Franchisee any compensation for performing services in these circumstances and neither RM, nor its affiliates or any of its franchisees, will be considered in breach of any provision of this Agreement or any other agreement between RM or its affiliates and Franchisee.

E. Pricing. Franchisee shall be free to set and determine its own pricing structure for Franchised Services sold and rendered under the terms of this Agreement. Franchisee may request suggested pricing from RM but all prices charged shall be solely at the discretion of Franchisee. If a Franchisee chooses to participate in the National Accounts Program then the Franchisee may have to abide by the negotiated pricing of the program.

ARTICLE II: TERM AND RENEWAL

A. Initial Term. Except as otherwise provided in this Agreement, the term of this Agreement and the License granted hereunder shall be for a period of ten (10) years from the effective date hereof ("**Initial Term**").

B. Renewal Term. The parties shall also have the option to renew the License to operate the Franchised Business for an additional consecutive ten (10) year term (the "**Renewal Term**", and together with the Initial Term, the "**Term**"), provided that by the end of the Initial Term of this Agreement, Franchisee meets, in RM's sole discretion, the following conditions:

1. Franchisee must deliver to RM, not less than six (6) months and not more than twelve (12) months prior to the expiration of this Agreement, written notice of Franchisee's intent to renew this Agreement;
2. Franchisee must execute the then-current form of franchise agreement (the "**Renewal Franchise Agreement**"), which shall supersede this Agreement in all respects and terms, and may contain commitments which differ from the terms of this Agreement, including, without limitation, an increased monthly Royalty Fee;
3. Franchisee and its affiliates, and the Owners (as defined below) of each must execute a general release, except for any claims exclusively related to the successor franchisee (where expressly so required by applicable law);
4. Franchisee must not have received four (4) or more written notices, signed by an officer of RM, of a material breach of this Agreement from RM during the Term of this Agreement, whether or not the breaches were corrected within the prescribed cure period after receipt of written notice of the breach;
5. All monetary obligations then due and owing by the Franchisee or its affiliates related to the Franchised Business must be satisfied prior to renewal;

6. Franchisee must agree in writing to operate the Franchised Business in accordance with RM's then-current standards and specifications; and
7. Franchisee must pay RM a renewal fee of $5,000.

C. Non-renewal. If (i) Franchisee delivers to RM, not less than six (6) months and not more than twelve (12) months prior to the expiration of this Agreement, written notice of Franchisee's intent to not renew this Agreement or (ii) RM determines, in its sole discretion, that Franchisee cannot satisfy the renewal conditions, this Agreement shall expire at the end of the then-current term.

D. Temporary Extension. If Franchisee fails to execute the Renewal Franchise Agreement and general release and complete the renewal process by the expiration of the Initial Term and Franchisee intends to continue operating the Franchised Business, then, in RM's sole discretion, the term shall continue on a month-to-month basis; *provided, however*, that RM shall have the right at any time to terminate this Agreement upon its issuance of a written Notice of Termination (the "**Termination Notice**") to Franchisee, which termination shall be effective immediately upon Franchisee's receipt of, or refusal to accept, such Termination Notice (or on the termination date specified in the Termination Notice, if different). If Franchisee fails to fully and completely execute the Renewal Franchise Agreement and general release and complete the renewal process within sixty (60) days of the commencement of a month-to-month holdover, then effective immediately thereafter, the monthly Royalty Fees payable under Article III, Section C shall increase by an amount equal to 2.5% of Gross Sales during each month that Franchisee does not renew until the Agreement is either renewed or terminated. By accepting any increased Royalty Fees, RM does not waive any of its rights and remedies under this Agreement including, without limitation, the right to terminate this Agreement pursuant to its terms and all such rights and remedies shall be cumulative of every other right or remedy.

ARTICLE III: INITIAL AND CONTINUING FEES

A. Initial Franchise Fee. Franchisee shall pay to RM the Initial Franchise Fee of One Hundred Thousand and xx/00 Dollars ($100,000) when it returns a signed version of this Agreement to RM, unless this is a Renewal Franchise Agreement. The Initial Franchise Fee is fully earned and nonrefundable upon execution of this Agreement by RM.

B. Training Fees. RM will train Franchisee's first three trainees that are approved by RM as part of the Initial Franchise Fee. In the event Franchisee requires more than three individuals to attend initial training, then Franchisee agrees to pay the then-current training fee (the "**Training Fee**") per additional trainee(s) upon registration of these additional trainee(s) by Franchisee, which covers the various training materials provided to the additional persons attending training and other expenses for two weeks. Currently, the Training Fee is $1,000 per week, per person. If Franchisee or its trainees attend additional training programs after the initial training, then additional training fees are determined by RM's cost of providing it. All training fees are fully earned and nonrefundable upon registration of the additional trainee(s) by Franchisee. When attending in-person training, Franchisee must pay for any travel, lodging, meals, and other daily living expenses for Franchisee and its trainees, or for a trainer, if a trainer travels to Franchisee's location. Virtual training options may be available at RM's discretion.

C. Royalty Fees.

1. Once Franchisee opens the Franchised Business, Franchisee shall pay RM a continuing

monthly royalty fee (the "**Royalty Fee**") of the larger of (i) seven percent (7%) of Gross Sales or (ii) the then-current minimum royalty (the "**Minimum Royalty**"). Royalty Fees shall be paid by the day of the month specified on the Intranet following the month in which the Gross Sales are made. The monthly Minimum Royalty for the Initial Term of this Agreement is as follows:

Year of Operation	Minimum Monthly Royalties
1	None
2	$2,600
3	$3,000
4	$3,700
5	$5,500
6	$5,665
7	$5,835
8	$6,010
9	$6,190
10	$6,375

2. During the first twelve (12) months after opening the Franchised Business (the "**Grace Period**"), Franchisee shall pay a Royalty Fee based only on actual Gross Sales. This Grace Period shall not apply to transfer, renewal, or amended agreements. Moreover, the Grace Period does not affect or in any way alter Franchisee's obligation to pay all monthly Royalty Fees for services performed by the Franchisee during the Grace Period.

3. "**Gross Sales**" as used in this Agreement, shall be defined as all charges that are billed to the customer (including any National Accounts Program or MRN customers) and/or revenues which are received or earned by Franchisee, its affiliates, owners, any related parties (including officers and family members), and/or subcontractors: (i) by, at, or in connection with the Renew Medic franchise or the use of any of the Marks; (ii) relating to the kinds of goods or services available now or in the future through the Renew Medic franchise and/or distributed in association with the Marks or the System; (iii) relating to the operation of any similar businesses that offers, is otherwise involved in, or deals with goods and services similar to those offered by Renew Medic franchises; (iv) with respect to any co-branding activities (including goods or services provided under, or in conjunction with, a mark other than the Marks); and/or (v) with respect to any other revenues of any kind received from third parties related to the operation of the Renew Medic franchise, including any revenue received from Franchisor or its affiliates (such as revenue Franchisor or its affiliates collected directly from customers that is related to work performed by Franchisee) or from vendors (such as rebates or referral fees). The term "Gross Sales" does not include any federal, state, municipal or other sales, value added or retailer's excise taxes Franchisee actually collects and remits to the appropriate taxing authority. Gross Sales may be reduced by any approved deductions in accordance with the royalty remittance policy described in this Agreement, as such policy is revised from time to time. Unless otherwise specified in the Operations Manual or by Franchisor in writing, Gross Sales includes all revenue at the time billed and must be reported monthly on an accrual basis in the month the work was billed to the customer, regardless of when and if such revenue is collected by Franchisee. Unless otherwise specified in the Operations Manual, any expenses related to goods or services provided to Franchisee or its customers by any parties related to Franchisee (acting as a subcontractor, vendor or otherwise)

are not deductible as adjustments from Gross Sales.

4. Except as prohibited by applicable local, state or federal laws, RM reserves the right to apply any amount RM receives from or on behalf of Franchisee to Royalty Fees and/or supply account amounts then due and owing.

D. National Brand Fund Contribution.

1. Once Franchisee opens the Franchised Business and in addition to other fees and charges provided for herein, Franchisee shall pay to RM a National Brand Fund Contribution ("**NBF Contribution**") of the larger of (i) the then-current "**Minimum NBF Contribution**" or (ii) two percent (2%) of Gross Sales. NBF Contribution payments shall be paid by the day of the month specified on the Intranet following the month in which the Gross Sales are made. The monthly Minimum NBF Contribution for the Initial Term of the Franchise Agreement is as follows:

Year of Operation	Minimum NBF Contribution
1	None
2	$742.86
3	$857.14
4	$1,057.14
5	$1,571.43
6	$1,618.57
7	$1,667.14
8	$1,717.14
9	$1,768.57
10	$1,821.43

2. During the Grace Period, Franchisee shall pay a NBF Contribution based only on actual Gross Sales. This Grace Period shall not apply to transfer, renewal, or amended agreements. Moreover, the Grace Period does not affect or in any way alter Franchisee's obligation to pay all monthly NBF Contributions for services performed by the Franchisee during the Grace Period.

3. RM spends contributions accumulated in the NBF on national, regional and local media and other market techniques or programs designed to communicate the Franchised Services to the public, including advertising support for the National Accounts Program and the MRN, whether or not Franchisee participates in the National Accounts Program or the MRN. In addition, these funds may also be expended by RM, in its discretion, for market research and development, monitoring and/or managing social media relating to the System, testing or target marketing, the conducting of surveys, creative and production costs, employee salaries related to advertising and marketing and sales, reimbursement to RM for reasonable accounting, administrative and legal expenses associated with the NBF, or for other purposes deemed appropriate to enhance and promote the general recognition of the System and Marks.

4. The specific use of the NBF for the purposes set forth herein shall be determined and budgeted by RM as deemed necessary. Franchisee hereby acknowledges and understands that funds in the NBF may be expended in any territory (national, regional or local) without any requirement that expenditures of the NBF be apportioned on the amount of contributions by Franchisee, or by other formula or system.

E. Initial Marketing Expense. In order to promote the opening of Franchisee's Franchised Business, Franchisee must spend, at a minimum, $5,000 on an opening campaign. This is a minimum, and the expectation is that Franchisee will spend more than $5,000 on an opening campaign. This amount is exclusive of any amounts spent as part of the NBF Contribution or the Minimum Local Advertising Spend.

F. Technology Fee. In addition to other fees and charges provided for herein, Franchisee shall pay to RM a monthly technology fee (the "**Technology Fee**") that covers RM's costs associated with current and/or new technology systems that are used in the System. Currently, the Technology Fee is $1,652 per month, but this fee may be increased from time to time by RM upon notice to Franchisee. Technology Fee payments shall be paid by the day of the month specified on the Intranet following the month in which the Gross Sales are made. If Franchisee is purchasing two or more Franchised Businesses simultaneously under a Multi-Unit Territory Addendum and its Territories are contiguous, then Franchisee will only pay the Technology Fee for each Office location it opens.

G. Payment Methods. Franchisee must participate in RM's then-current electronic funds transfer and reporting program(s). Franchisee will report Gross Sales (as defined below) and pay monthly Royalty Fees, Technology Fees and NBF Contributions (together, the "**Monthly Fees**"), due via online reporting, or in any other manner as designated by RM, by the dates specified by RM from time to time on the Intranet or otherwise in writing. If Franchisee fails to have sufficient funds available to pay any Monthly Fees, interest and delinquency fees will be applied to Franchisee's account as outlined below. In addition, Franchisee agrees to pay any expense incurred by RM, including costs and attorneys' fees, for the collection of such Monthly Fees. If Franchisee has not reported Gross Sales for any reporting period, RM will be authorized to debit Franchisee's bank account (the "**Account**") in an amount equal to the greater of the non-reported payment (if RM can reasonably estimate or determine the owed amount) or one hundred twenty percent (120%) of the Monthly Fees transferred from such Account for the last reporting period for which a report of Gross Sales was provided to RM. If at any time RM determines that Franchisee has underreported Gross Sales or underpaid any fees due to RM under this Agreement, RM will be authorized to immediately initiate a debit to the Account in the appropriate amount, including interest as provided for in this Agreement. An overpayment will be credited to the Account through a credit effective as of the first reporting date after RM and the Franchisee determine that such credit is due.

H. Date Due; Interest. All Monthly Fees required by this Article III shall be reported to RM by the day of each month specified by RM and must be paid to RM by the day of each month specified by RM for sales in the previous calendar month. Any payment or report not actually received by RM on or before such date shall be deemed overdue. If any payment owed to RM for any outstanding amount is overdue, Franchisee shall pay RM, in addition to the overdue amount, interest on such amount from the date it was due until paid at the rate of one and one-half percent (1.5%) per month or the maximum rate permitted by law, whichever is less. If any fee report is overdue, the Franchisee shall pay to RM a delinquency fee of $50 per delinquent fee report. Entitlement to such interest and/or the delinquency fee shall be in addition to any other remedies RM may have. The Franchisee understands that RM may, at RM's discretion, assign the payment of such fees and the submission of the monthly reports to a third party.

I. MRN Fees. Franchisee must pay to RM or one or more of its affiliates the then-current MRN administration fee (the "**MRN Administration Fee**") for each revenue-producing assignment that

is run through the then-current software or website used for the MRN. RM or one or more of its affiliates will charge Franchisee on the second month after receiving the assignment, and the MRN Administration Fee will be due by the 20th of such month. Currently, the MRN Administration Fee is $75 per assignment. Franchisor may increase the MRN Administration Fee at any time by the greater of (1) an amount equal to any increase in franchisor's actual costs to provide the products and services associated with the MRN Administration Fee since the last time franchisor established or increased the MRN Administration Fee, or (2) 20% of the then-current MRN Administration Fee, provided, however, that such 20% increase will not be taken more than once in a calendar year. If Franchisee fails to pay the MRN Administration Fee by the due date, it will be charged a $100 late fee for each month it is not paid.

J. Local Advertising Spend; Cooperatives. Franchisee must spend at least 2% of Gross Sales per quarter on local advertising, promotional and marketing activities in the Territory (the "**Minimum Local Advertising Spend**"). All advertising, promotional, and marketing activities conducted by Franchisee in the Territory will be subject to the prior approval of RM. Franchisee will submit to RM all local advertising, promotional, and marketing plans, as required by RM. The Minimum Local Advertising Spend is payable to the applicable marketing vendor; *provided, however*, RM reserves the right to require Franchisee to pay the Minimum Local Advertising Spend to RM, with RM conducting local advertising on Franchisee's behalf. RM may further require Franchisee to form a regional advertising cooperative with other franchisees in Franchisee's local market.

K. Payments by RM on Franchisee's Behalf. Franchisee must pay to RM or one or more of its affiliates, within 15 days after any written request by RM or such affiliate which is accompanied by reasonable documentation, any monies which RM or any of its affiliates have paid (or have become obligated to pay) that Franchisee owed to a third party or that Franchisee was obligated to pay a third party as part of the System.

L. Franchisee May Not Withhold Payments. Franchisee shall not withhold any payments whatsoever due to RM. No endorsement or statement on any check or payment of any sum less than the full sum due to RM shall be construed as an acknowledgment of payment in full or an accord and satisfaction, and RM may accept and cash such check or payment without prejudice to its right to recover the balance due or pursue any other remedy provided herein or by law. RM may apply any payments made by Franchisee against any past due indebtedness of Franchisee as RM may see fit. RM may set off against any sums payable to Franchisee hereunder any unpaid amounts due from Franchisee to RM.

ARTICLE IV: OBLIGATIONS OF RM

RM will provide Franchisee with the assistance described below, either directly or through one or more of its affiliates. All references in this Article IV below to RM are inclusive of RM's affiliates.

A. Pre-Operating
RM will:

1. designate the Territory;
2. designate sources from which to purchase Franchisee's initial equipment and supplies for the Franchised Business;
3. make available to Franchisee the Service Vehicle Detail Package of logos for use on

Franchisee's Service Vehicles;

4. give Franchisee access to RM's confidential Operations Manual; and
5. give Franchisee access to RM's confidential intranet site (the "**Intranet**").

B. Training

RM will provide three people approved by RM with a two-week initial training program (the "**Initial Training**") as part of the Initial Franchise Fee. The three attendees of Initial Training that are covered by the Initial Franchise Fee must be Franchisee, Franchisee's Owner(s), and/or Franchisee's Manager(s) (including General Managers, Business Development Managers, Production Managers, and Project Managers). RM must approve each individual prior to attending Initial Training. Training includes the following:

1. Loaning to Franchisee operations and marketing materials, including access to the Intranet and the Operations Manual for the Term of this Agreement, and sales and training aids, including a home study program, deemed advisable by RM from time to time. RM shall provide, from time to time, updated information and revisions to such materials as new and improved methods, systems, and procedures are adopted.
2. Providing a training program relating to the Franchised Services and the System consisting of a mandatory pre-training program course of study which must be completed before Franchisee may attend the Initial Training in Memphis, Tennessee, or other locations as deemed appropriate by RM. The cost of this training is included in the Initial Franchisee Fee and covers three individuals. Franchisee will be responsible for all travel and living expenses incurred in obtaining training. Additional individuals that are approved by RM may be trained but will be accepted on a "space available" basis, at Franchisee's expense. At the end of this Initial Training, Franchisee owner or the Manager operating the business will be tested. If Franchisee owner or the Manager fails the test, Franchisee owner or the Manager, as applicable, must re-attend Initial Training within six (6) months at his or her own expense.
3. Any further additional training shall be available at the request of Franchisee, in which personnel of RM for the then-current rate per day, plus expenses to include travel, lodging and meals, will train at the sole discretion of RM.

C. On-Going Training

1. RM may, in its sole discretion, make available to Franchisee additional training in cabinet and wood repair and restoration techniques and business operations for the Franchised Business granted to Franchisee after business operations have begun and at mutually agreeable times when requested by Franchisee in writing. Such training will be at a location and time designated by RM or by other reasonable medium.
2. RM may, in its sole discretion, provide periodic training and communications to upgrade the skills of Franchisee, including training at conventions and seminars, at locations to be determined by RM. RM may require Franchisee to attend periodic training sessions. Franchisee shall pay for travel and daily living expenses incurred to attend the training and seminars.
3. RM may host an annual convention for the System. If RM does host a convention, then Franchisee must attend and pay the then-current fee for participation. If RM does host a convention but Franchisee fails to attend, then Franchisee must still pay the then-current fee for participation.

4. RM may charge a reasonable fee for these additional training sessions to offset costs.

D. Management of National Accounts Program.
   1. All referrals from the National Accounts Program shall be allocated to RM, who, in turn, shall allocate such referrals to its franchisees or other vendors at its sole unrestricted discretion.
   2. RM may, at its sole discretion, allocate referrals from the National Accounts Program that originated within Franchisee's Territory to other franchisees or service providers outside of Franchisee's Territory and may allocate referrals from the National Accounts Program to others inside Franchisee's Territory.
   3. RM may, in its sole discretion, enter into National Account Agreements with any National Account at any time.
   4. RM may, in its sole discretion, terminate any National Account Agreement.
   5. RM may remove access to the National Accounts Program if Franchisee is in default under this Agreement.

E. Management of MRN.
   1. RM and/or MRN Administrator will determine, in their sole discretion, whether Franchisee is qualified to participate in the MRN.
   2. All referrals from the MRN shall be allocated to MRN Administrator, who, in turn, shall allocate such referrals to RM's franchisees, other franchisees of MRN Administrator's affiliates' brands, or other vendors, at its sole unrestricted discretion.
   3. MRN Administrator may, at its sole discretion, allocate referrals from the MRN that originated within Franchisee's Territory to other franchisees or service providers outside of Franchisee's Territory and may allocate referrals from the MRN to others inside Franchisee's Territory.
   4. MRN Administrator or RM may, in its sole discretion, enter into MRN Agreements with any insurance carriers at any time.
   5. RM may, in its sole discretion, terminate any MRN Agreement.
   6. RM may remove access to the MRN if Franchisee is in default under this Agreement.

F. Advertising Approval. RM shall review all advertising materials submitted by Franchisee and may approve or deny use of such advertising materials at RM's sole discretion. If Franchisee has an advertising and/or marketing concept that Franchisee would like RM to create and the concept will be useful for the entire franchise network, then RM will review it and will determine if it would be advantageous to develop the concept for use by the entire franchise network. If Franchisee has created an ad or other promotional material that Franchisee plans to distribute to its customers, Franchisee shall submit such material, in accordance with the brand standard guide, to RM's Marketing Brand Manager for review. In each case, the Marketing Brand Manager will endeavor to respond within five (5) business days whether Franchisee's material is approved. All Franchisees are required to use the brand guidelines as a guide for the correct verbiage and the most current logo for the Franchisee's external communication. If Franchisee does not get a response from RM concerning its advertising materials request within five (5) business days, the request will be deemed rejected.

G. Approved Suppliers. RM will sell or lease to Franchisee supplies and equipment needed to operate the Franchised Business or shall provide approved suppliers from which Franchisee may purchase or lease supplies and equipment needed to operate the Franchised Business.

H. Website. RM will maintain the website for the System, which will include Franchisee's location and telephone number.

I. National Brand Fund. RM shall manage the National Brand Fund and oversee advertising, promotion and marketing programs.

J. Violations By Other Franchisees. In connection with RM's duties under this Agreement, the Franchisee understands and agrees that RM shall not be responsible to the Franchisee for violations by another franchisee of RM of any agreement between RM and such other franchisee.

ARTICLE V: FRANCHISEE'S OBLIGATIONS

In consideration of the License granted herein, Franchisee agrees and covenants as follows:

A. Approved Products and Services.

1. The Franchisee shall use or offer for sale in its Franchised Business only those Franchised Services and products that RM deems to be consistent with and beneficial to the System.

2. To safeguard the integrity of the System and Marks, Franchisee shall purchase from RM or from sources approved by RM all supplies which Franchisee proposes to use in the operation of the Franchised Business. As a material part of the consideration for this Agreement, Franchisee agrees that, if a customer does not specify use of or provide for use of a different brand for any service, Franchisee shall use only approved products for such service. To further eliminate public confusion, Franchisee shall not openly advertise approved products by displaying products or by any other means.

3. Franchisee must purchase or lease equipment, products, supplies and services from the supplier(s) RM designates, including but not limited to apparel and promotional items to be used in the Franchised Business. RM or its affiliates may be the exclusive designated supplier of some or all equipment, products, supplies and services. RM reserves the right to charge a reasonable mark-up on equipment, products, supplies and services that Franchisee is required to purchase from RM. All equipment, products, supplies and services that Franchisee purchases must meet RM's minimum standards and specifications and be from suppliers that RM approves, and if RM develops any proprietary products or equipment in the future, Franchisee must purchase these from RM or its designated supplier.

4. If Franchisee wishes to utilize sources of supplies which have not been approved by RM, Franchisee shall first submit to RM documentation concerning the product specifications, product components, product performance history, product samples, and any other relevant factors which Franchisee deems appropriate. RM will then evaluate the usage of the proposed product. Consideration will be given to the technical, wear, and performance properties of any such proposed item. RM shall be free to consider various additional factors to evaluate the suitability of products offered by alternative suppliers. RM may weigh such considerations as

design, appearance, product reliability, durability, the manufacturer's warranties, quality control methods, and financial ability to stand behind its products, and other relevant information which RM deems important to the welfare of the RM franchise network. RM will notify the Franchisee in writing of its decision regarding the proposed product within sixty (60) days of receipt of the request from Franchisee. If RM does not notify Franchisee within sixty (60) days of Franchisee's request, the request will be deemed denied.

5. Franchisee and all employees shall, when making sales presentations or providing the Franchised Services, wear the proper RM image attire, including a RM shirt with logo. Franchisee must purchase all uniforms and attire from RM's designated supplier.

B. Service Vehicle. To begin operating the Franchised Business, Franchisee shall purchase or lease at least one cargo van (or other appropriate vehicle) (a "**Service Vehicle**"), but as the Franchised Business grows, Franchisee may be required by RM, upon notice from RM, to purchase or lease one or more additional service vehicles. The Service Vehicle must be painted bright white, display the Marks in a manner that RM prescribes, and display Franchisee's phone number and the URL address for Franchisee's website. Franchisor does not require approval of any specific vehicle vendor for the purchase or lease of the Service Vehicle, but Franchisor does reserve the right to reject a Service Vehicle in its sole discretion. The Service Vehicle decals must be purchased from RM's approved vendor. RM has additional specifications for Franchisee's Service Vehicle in RM's Operations Manual (e.g. permitted make and models), and all specifications for the Service Vehicle are subject to change. Franchisee must ensure the Service Vehicle is suitable for carrying supplies and equipment to the customer's home or business, shall maintain the Service Vehicle according to the standards established by RM from time to time, and shall make all sales calls using Franchisee's service vehicle. Franchisee may use a used Service Vehicle, but no Service Vehicle in use may be older than seven (7) years. If a Service Vehicle is taken out of service or sold to someone other than another RM franchisee, Franchisee must de-identify the Service Vehicle. If Franchisee is purchasing two or more Franchised Businesses simultaneously under a Multi-Unit Territory Addendum and its Territories are contiguous, then, if approved by Franchisor, Franchisee must only maintain one vehicle.

C. Service Vehicle Detail Package. Franchisee shall purchase and install a logo package ("**Detail Package**") on each service vehicle that Franchisee uses in the Franchised Business. The Detail Package must be purchased from RM's designated supplier and the Detail Package must meet RM's standards and specifications.

D. Performance Responsibility. The Franchisee covenants that during the Term of this Agreement except as otherwise approved in writing by RM, the Franchisee and its officers shall devote their full time, energy and best efforts to the management and operation of the Franchised Business. Unless otherwise specified the term "Franchisee" as used in this Article V shall include, collectively and individually, all shareholders and/or members of the Franchisee, and of any corporation or other entity directly or indirectly controlling the Franchisee, if the Franchisee is a corporation, limited liability company or other similar legal entity, the general partners and any limited partner (including any corporation and the shareholders of a corporation which controls, directly or indirectly, any general or limited partner), if the Franchisee is a partnership.

If RM approves in writing that Franchisee does not have to personally supervise the Franchised Business, Franchisee must employ a manager who will be responsible for direct, on-premises supervision of the business (a "**Manager**"). The Manager must commit its full-time and best efforts to the operation of the Franchised Business. The Manager must have successfully completed the Initial

Training but need not have an ownership interest if Franchisee is a corporation, partnership, or limited liability company. Franchisee is responsible for restricting its Manager(s) from improperly using or disclosing RM's Confidential Information (as defined below). At RM's option, before the Manager is engaged, Franchisee must submit to RM the proposed candidate's identity and qualifications, and RM may accept or reject such candidate based on RM's commercially reasonable assessment of his/her management experience, qualifications and ability to maintain RM's standards and specifications, including the terms of the Operations Manual. RM will not unreasonably withhold its acceptance if the Manager meets RM's minimum qualifications and completes the Initial Training.

If the Manager fails to ensure that the Franchised Business satisfies the terms of this Agreement and complies with RM's standards and specifications, including the terms of the Operations Manual, then RM may require Franchisee to hire a new Manager. Franchisee, or the Manager (as applicable) are solely responsible for hiring any personnel of the Franchised Business and determining the terms and conditions of their employment. Franchisee (or the Manager) must hire and properly train all personnel.

At all times, Franchisee must ensure that Manager or one of Franchisee's representatives that is responsible for the operations of the Franchised Business has completed training to Franchisor's satisfaction.

The Franchisee makes this commitment with the understanding that the application of the Franchisee's best efforts (or that of its Manager) is required for the benefit of the Franchisee as well as the entire RM franchise network. At a minimum:

1. The Franchisee shall use a telephone line dedicated to the operation of the Franchised Business and shall maintain a person or an answering service, or shall forward all business calls to a cellular phone which is answered live at all times during business hours;
2. The Franchisee shall contract with an ISP (Internet Service Provider) for a high-speed internet connection where available;
3. The Franchisee (or its Manager) shall devote a minimum of forty (40) hours per week to the operation of the Franchised Business;
4. The Franchisee shall be responsible for the quality and results of the Franchised Services performed under this Agreement;
5. The Franchisee shall be responsible for the operation of the Franchised Business under the terms and conditions of this Agreement;
6. The Franchisee shall support the national programs instituted by RM to generate service sales including, but not limited to, the promotion of brands owned by RM's affiliates, prompt and courteous response to information, and service requests, and compliance with requirements established by RM to implement and maintain such programs;
7. The Franchisee shall maintain a clean and safe place of business in compliance with all applicable laws, and with the Occupational Safety and Health Act standards. The Franchisee shall conduct its operation of the Franchised Business under this Agreement on sound business principles;
8. The Franchisee will, at its expense, comply with all applicable federal, state, county, city, local and municipal laws, ordinances, rules and regulations ("**Applicable Laws**") pertaining to the operation of the Franchised Business, including all laws relating to employees and all applicable state and federal environmental laws. The Franchisee will, at its expense, be absolutely and exclusively responsible for determining the licenses and permits required by

law for the Franchised Business, for obtaining and qualifying for all such licenses and permits, and for complying with all applicable laws;

9. The Franchisee (or its Manager) shall check, on a daily basis, Franchisee's e-mail mailbox assigned by RM and RM's proprietary websites such as the Intranet for communications from Franchisee. Franchisee shall keep the password issued to Franchisee for access to RM's website confidential at all times; and

10. The Franchisee shall comply with all reasonable requirements of RM to measure Franchisee's customer satisfaction with the services provided by Franchisee under this Agreement, and to participate in all programs of RM designed to review and improve the process of operating the Franchised Business.

E. D/B/A Requirements. Franchisee must operate the Franchised Business solely under a fictitious name selected by Franchisee and approved in advance by RM in its sole discretion (the "**Approved D/B/A**"). RM reserves the right to reject any proposed d/b/a in its sole discretion and to require Franchisee to select an alternative d/b/a that complies with the guidelines set forth herein and as published by RM in the Operations Manual and on the Intranet. Franchisee may not use any other trade name, fictitious name, domain name, social media handle, or other identifier in connection with the Franchised Business without RM's prior written approval.

F. Franchisee E-mail Address. Franchisee's primary office e-mail address and all customer-facing business e-mail addresses must use only the domain designated by RM and must follow the format: [XXX]@RenewMedic.com. For example, if the Approved D/B/A is "Renew Medic by ABC," the permitted office e-mail address would be "ABC@RenewMedic.com". Franchisee may not use any alternative domain name, third-party email service domain (e.g., Gmail, Yahoo, Outlook), geographic variation, or modified brand format in connection with the Franchised Business. All e-mail addresses are subject to RM's control, administration, and formatting requirements, and must be established, maintained, and accessed in accordance with RM's standards.

G. Marks. As to the use of the Marks, the Franchisee agrees as follows:

1. To use only the Renew Medic name with a proper identifier(s) when soliciting or carrying out Franchised Services, to display the required Marks on all vehicles, uniforms and equipment used in carrying out Franchised Services, and to maintain neat and clean uniforms for use of all personnel associated with directly soliciting or carrying out Franchised Services;

2. To adopt and use the licensed Marks as prescribed by RM and in accordance with usage guidelines published by RM from time to time and on the Intranet and in the Operations Manual;

3. To place on all forms and stationery in small but readable letters, a notation that the Franchise is "An independent business licensed to serve you by RENEW MEDIC FRANCHISING, LLC";

4. Not to contest RM's non-exclusive license to Franchisee of the Marks, other trademarks, service marks and logos developed by RM and its affiliates;

5. Not to attempt to register any of the Marks or other trademarks, service marks or logos developed by RM and its affiliates for use in the Franchised Business in any state or with any governmental agency, body or organization;

6. Not to incorporate using in the name of Franchisee (if it is an entity) the Marks or other trademarks, service marks or logos or any derivatives of any such marks developed by RM or its affiliates for use in the Franchised Business, except as permitted in accordance with Franchisee's Approved D/B/A and e-mail address;

7. Not to have displays, advertising, literature, business cards, signs or any other promotional or identifying literature or business name portraying the Marks or trademark or service mark developed by RM or its affiliates for use in the Franchised Business, alone without an immediately adjacent identifier as to product, business name or service. The Franchisee agrees to provide and advertise its services only under the Approved D/B/A listed on page 1 of this agreement, except for identification of the Service Vehicle(s) as set forth on the Intranet, the Operations Manual or as otherwise published by RM. The Franchise Approved D/B/A name shall comply with the guidelines set forth herein and as published by RM in the Operations Manual and on the Intranet;

8. To immediately notify RM of any unauthorized use or legal action involving the Marks or the System and cooperate in RM's prosecution or defense of any such action which shall be at RM's sole discretion. If RM determines that no action to protect the Marks is necessary, then in consultation with RM, Franchisee may take any action Franchisee deems necessary to protect Franchisee's own interest, at Franchisee's own expense;

9. To immediately cease using or immediately modify any of the Marks if so directed by RM. Any expense incurred for such cessation or modification shall be at the expense of Franchisee;

10. That any goodwill associated with the licensed Marks inures exclusively to RM's benefit and that, upon expiration or termination of this Agreement and the License granted in this Agreement, no monetary amount shall be assigned as attributable to any goodwill associated with the Franchisee's use of the Marks;

11. Not to establish a Web site on the Internet using any domain name or an e-mail address containing the words "Renew Medic" or any variation thereof without the prior written approval of RM;

12. That RM shall have the right to review the substance and content of Franchisee's Web page and Franchisee agrees to immediately delete any material which improperly uses RM's trademarks or logos, or contains, in RM's sole discretion, derogatory or inappropriate material; and

13. That RM retains the right to pre-approval of Franchisee's use of linking and framing between Franchisee's Web pages and all other Web sites and to dismantle any frames and links between Franchisee's Web page and any other Web sites within five (5) days, if and as requested by RM.

H. Computer System Requirements.

Hardware. Franchisee must have or obtain a personal computer, which meets RM's standards and specifications, as outlined in the Operations Manual. In addition, Franchisee must acquire a tablet and a smart phone with access to the Internet and e-mail for each employee that provides the Franchised Services, for use on the job (the "**Hand-Held Devices**"). RM will provide Franchisee with specifications for the Hand-Held Devices in the Operations Manual. Franchisee may obtain the hardware from any vendor it chooses, at Franchisee's expense. RM may require Franchisee to update

its hardware from time to time. There are no contractual limits on the cost or frequency of this obligation. If RM requires Franchisee to purchase new hardware systems, such requirement will not relieve Franchisee of its obligation to use and maintain certain software as a condition to receive assignments from the National Accounts Program, MRN assignments, work orders from RM, or for purposes of Monthly Fee reporting and payment. If Franchisee is purchasing two or more Franchised Businesses simultaneously under a Multi-Unit Territory Addendum and its Territories are contiguous, then Franchisee can use the same Hand-Held Devices across all such Territories.

Software. RM will provide Franchisee with specifications for required computer administrative software for Franchisee's personal computer in the Operations Manual (*e.g.*, Office 365, Quickbooks, etc.). Franchisee must update its operating software as RM directs, and there are no contractual limitations on the frequency of this obligation. Franchisee must obtain Internet access, at Franchisee's expense, for business communications. If Franchisee is purchasing two or more Franchised Businesses simultaneously under a Multi-Unit Territory Addendum and its Territories are contiguous, then Franchisee need only purchase such software for the first Franchised Business.

Currently, Franchisee is required to use Cotality's DASH Platform as a job management system where Franchisee will manage all of its jobs and timesheets, collect documentation, and perform other related administrative functions for the Franchised Business. RM may require a different job management system vendor in the future. In addition, some National Accounts Program customers may require the use of an estimating software for uploading claims for services Franchisee provides to the accounts. If Franchisee accepts work from these accounts, it will be required to use the required software. RM will not guarantee, warranty, maintain or support any computer system. RM may require Franchisee to agree to maintenance or support contracts.

RM will have independent access to the information that will be generated or stored in any computer system used in the Franchised Business. RM has a right to audit all of the books and records of the Franchised Business at any time, through any means, and for any reason. The Technology Fee covers RM's costs associated with current and/or new technology systems that are used in the System. RM reserves the right to increase the Technology Fee to account for increased costs RM incurs from time to time for the implementation, procurement, and on-going updates/maintenance to current and/or new technology systems that are used in the System.

I. Intranet

1. In order to protect the reputation and goodwill of RM and to maintain uniform standards of operation under the Marks, the Franchisee shall conduct the Franchised Business in accordance with the guidelines, standards and specifications as set forth in the Operations Manual, published on the Intranet. Franchisee shall receive a confidential password for access to the Intranet and agrees to limit its use to the Franchisee and employees of the Franchisee;
2. Any training or other similar materials on loan from RM shall at all times remain the sole property of RM;
3. RM may, from time to time, revise the contents of the Intranet, and the Franchisee expressly agrees to comply with the new terms and conditions set forth on the Intranet; and
4. RM may remove access to Intranet if Franchise is in default under the Franchise Agreement or has violated the rules to post on the Intranet.

J. Quality Control. Franchisee agrees:

1. To meet all operational standards and quality control standards established by RM in the Operations Manual;
2. To keep updated in training under the standards set forth by RM and to complete additional training as may be required by RM; and
3. To permit RM or its agents, at any reasonable time, to enter the Franchisee's business premises for the purpose of conducting quality assurance tests and other inspections and to remove from the premises samples of any inventory items without payment for such items, in amounts reasonably necessary for testing by RM or an independent certified laboratory to determine whether the samples meet RM's then-current standards and specifications.

K. Customer Survey System. Franchisee will utilize the then-current customer survey system with its customers to measure Franchisee's customer satisfaction with the Franchised Services provided by Franchisee under this Agreement, and to participate in all RM programs designed to review and improve the process of operating the Franchised Business.

L. Corporate Promotion. Franchisee agrees to allow RM to use Franchisee's name or picture of Franchisee at any time during this Agreement for the purpose of any publication, brochure or advertisement. Further, RM shall have the right to distribute and/or publish the Gross Sales for the Franchised Business without compensation or prior consent of Franchisee.

M. Insurance. Franchisee shall, at its expense, procure prior to providing the Franchised Services, and maintain in full force and effect during the Term of this Agreement, insurance policies insuring the Franchisee against any loss, liability, personal injury, death, or property damage or expense whatsoever from theft, vandalism, malicious mischief, and the perils included in the extended coverage endorsement arising or occurring upon or in connection with the Franchised Business. Franchisee will submit a certificate of insurance to RM prior to attending Initial Training, at each annual renewal or change of Franchisee's insurance policy, and at any time upon written request of RM. Franchisee will also provide a copy of the complete policy upon request by RM at any time during or after the Term of this Agreement. Such policies shall be written by an insurance company satisfactory to RM and shall include, at a minimum the following:

1. Workers' compensation and occupational disease insurance with $500,000 employer liability limit as well as such other insurance as may be required by any applicable statute or rule.
2. Commercial general liability insurance, including product liability coverage, with minimum limits of $2,000,000 per occurrence; must include additional insured by schedule plus RM.
3. Business automobile liability coverage for both owned and non-owned vehicles, with minimum limits of $1,000,000 bodily injury and property damage.
4. Crime/Employee Theft (not a bond): Theft of client property with a $25,000 limit.
5. Pollution liability with a $1,000,000 limit;
6. An umbrella policy with a $1,000,000 limit if the franchise has between $0 to $3 million in Gross Sales and a $2,000,000 limit if the franchise has $3 million or more in Gross Sales.
7. Such additional coverage and higher policy limits as may reasonably be specified for all franchisees from time to time by RM.
8. All other insurance required by applicable state or federal law.

Franchisee is strongly encouraged to have property coverage for damage to customer property caused by Franchisee's work or caused under Franchisee's care, custody, or control with no exclusion for property of others. This coverage can be provided through General Liability or Property Coverage. All insurance policies procured and maintained by the Franchisee will: (i) name RM, its parents, partners, affiliates, subsidiaries, successors and assigns and its officers, directors, employees, agents and partners, as an additional insureds (except Workers' compensation policy), (ii) contain endorsements by the insurance companies waiving all rights of subrogation against RM for workers' compensation insurance, commercial general liability insurance and business automobile liability insurance, and (iii) stipulate that RM will receive copies of all notices of cancellation, non- renewal or coverage reduction or elimination at least thirty (30) days prior to the effective date of such cancellation, non-renewal or coverage change.

If Franchisee, at any time, fails or refuses to maintain any insurance coverage required by RM or fails to furnish satisfactory evidence thereof, RM, at its option and in addition to its other rights and remedies hereunder, may obtain such insurance coverage on behalf of the Franchisee, and any costs of premiums incurred by RM in connection therewith shall be paid by the Franchisee on demand.

N. Location. Franchisee agrees to operate or conduct its Franchised Business from a single, brick and mortar location within the Territory, from which it may operate as many crews, teams, sales forces and vehicles as desired. Franchisee's location must have both a designated warehouse space for service equipment and products and a designated office space for meetings and performance of other office functions. The location should contain a minimum of 6,000 square feet of combined warehouse and office space, 5,500 square feet of which must be industrial warehouse space. Franchisee may not operate its Franchised Business from its home. RM does not assist Franchisee in finding an office location or negotiating the purchase or lease for Franchisee. If Franchisee's office is subject to a lease, it requires RM's prior acceptance. Franchisee is solely responsible for negotiation of the terms of any lease and performance under the lease. RM disclaims any responsibility for the suitability of Franchisee's lease. RM's acceptance of the lease is solely based on the site and lease satisfying RM's minimum site selection criteria.

The office location must meet RM's criteria as set forth in the Operations Manual, including without limitation, criteria for location and appearance. RM does not provide for necessary office equipment, signs, fixtures, and office supplies. If Franchisee signs a Multi-Unit Territory Addendum for Franchise Agreements that cover contiguous Territories, Franchisee will only need one office location unless additional office locations are deemed necessary by Franchisor. If Franchisee has multiple Territories that are non-contiguous, Franchisee must have one office location in each non-contiguous Territory.

All personnel operating under the Franchised Business shall be under the direct control and supervision of Franchisee and use Franchisee's business name. Franchisee shall not expand its operations to more than one location within the Territory without the prior express written consent of RM. Any permission to expand operations to more than one location within the Territory will be upon such terms and conditions as are mutually agreeable to both RM and Franchisee. Franchisee shall not open a retail service location without RM's prior written consent.

Franchisor recommends, but does not require, that Franchisee use real estate consultation services to assist with site selection, leasing, real estate, facility design, architecture, engineering, construction, renovation, coordinating contractors, bidding, tenant improvements, and other related real estate

services.

O. Operation Setup. Franchisee agrees that no later than eight (8) months after signing this Agreement, Franchisee will successfully complete Initial Training to RM's satisfaction, secure the Office location, and open the Franchised Business, including the following:

1. A business telephone will be operational, maintained and answered during regular business hours.
2. A listing of the applicable Franchised Business name will be made in the next business telephone directory, printed or on-line.

P. Training and Re-training.

1. Franchisee shall be required to successfully complete the RM pre-training study program (the "**Pre-Training Program**") as well as the two-week Initial Training program provided by RM no later than six (6) months from the date of execution by Franchisee of this Agreement. RM reserves the right to cancel the scheduled Initial Training if less than four (4) people are scheduled to attend until the next scheduled Initial Training, but still within the six (6) month period after the execution by Franchisee of this Agreement. If Franchisee will have a Manager operate the Franchised Business, the Manager must complete Initial Training. Further, RM recommends any partners or agents who render services in the Franchised Business complete the Initial Training program. If the officer or manager so trained is replaced by another officer or manager, then Franchisee agrees to have the replacement officer or manager attend and complete the RM Initial Training, at Franchisee's cost and expense, within three (3) months after replacement. At all times, Franchisee must ensure that the Franchised Business is under the direct supervision of someone who has successfully completed both the Pre-Training and Initial Training programs. Franchisee, as designated by RM, shall attend and complete, to RM's satisfaction, such other training programs as RM may require on the Intranet, in the Operations Manual, or otherwise in writing. All expenses incurred for any training including, without limitation, training fees (if applicable) and the cost of travel, room, board and wages, shall be borne by Franchisee.
2. Franchisee and any of its representatives who render Franchised Services may be required to take additional training. Franchisee and all individuals who render services in the Franchised Business are required to keep updated in training, and shall successfully complete a training course for each authorized Franchised Service at least once every calendar year. The Initial Training will fulfill the training requirement for the calendar year in which this Agreement is dated. In subsequent calendar years, the training must be updated by December 31 of each year. This updated training can be obtained by two (2) methods:
    a. All trainees must attend an authorized training session given at a location selected by RM; or
    b. Franchisee or its employee, shareholder or officer, partner or agent can attend RM's annual convention.

Q. Personnel Management. Franchisee is solely responsible for hiring, training and supervising its employees and independent contractors and must hire sufficient personnel to fully staff its Franchised Business in order to operate in accordance with RM's standards and uphold and represent the System to the highest standards. Franchisee's employees shall be under Franchisee's day-to-day control in implementing and maintaining RM's System standards and specifications in the operation of the Franchised Business. RM does not control the forms of employment agreements, offer letters,

or other similar agreements that Franchisee uses with its employees and is not responsible for Franchisee's labor relations or employment practices. Franchisee has sole responsibility and authority for Franchisee's labor relations and employment practices, including, among other things, employee selection, promotion, termination, hours worked, rates of pay, other benefits, work assigned, discipline, and working conditions. Franchisee shall:

1. properly train its employees;
2. comply with all Applicable Laws regulating its work force;
3. conduct a full background check on all prospective employees, including, without limitation, citizenship and criminal records checks;
4. pay all contributions, taxes, and assessments on payrolls or other charges under all Applicable Laws, including withholding from wages from its employees where required;
5. comply with all Applicable Laws regarding compensation, hours of work or other conditions of employment including, but not limited to, all laws and regulations regarding minimum compensation, overtime pay, Title VII, equal employment opportunities and any other similar requirement; and
6. communicate clearly to its employees in any employment agreements, human resource manuals, written and electronic correspondence, paychecks, and other materials that Franchisee (and only Franchisee) is their employer and that neither RM nor any of its affiliates are their employer.

R. Access Control and Offboarding Obligations. Franchisee is solely responsible for controlling, restricting, and securing access to all Confidential Information (including but not limited to the Operations Manual), proprietary information, System materials, software, technology platforms, customer data, and RM-designated systems (collectively, "**Protected Information**"). Franchisee shall implement and strictly enforce policies and procedures governing employee, contractor, and vendor access to Protected Information. Upon the termination, resignation, suspension, or separation (voluntary or involuntary) of any employee, contractor, manager, owner, vendor, or other person with access to Protected Information ("**Separated Party**"), Franchisee shall:

1. Immediately revoke and disable all physical and electronic access credentials, including passwords, logins, multi-factor authentication credentials, email access, cloud storage access, CRM systems, POS systems, shared drives, and any RM-designated platforms;
2. Retrieve all devices, keys, access cards, documents, storage media, and other materials containing or capable of accessing Protected Information;
3. Provide prompt written notice to RM of the Separated Party solely for purposes of allowing RM to revoke any credentials or other access the Separated Party may have had to Protected Information through RM systems; and
4. Ensure that no Protected Information is copied, retained, downloaded, transferred, disclosed, or used by any Separated Party following separation.

A breach of this Section R (Access Control and Offboarding Obligations) is an event of default under this Agreement.

ARTICLE VI: CONFIDENTIAL INFORMATION; IMPROVEMENTS

A. Confidential Information. Franchisee shall not directly or indirectly, reveal the contents of any information, data, or techniques treated by RM as confidential or that is otherwise concerning the System and/or the Franchised Business, including but not limited to, RM's trade secrets, manuals, Operations Manual, Pre-Training Program, Initial Training program, training manuals, bulletins, franchise operations, promotional plans, newsletters, reports, electronic data, passwords, publications, or any other information, regardless of format and whether written or oral (collectively, the "**Confidential Information**"). Confidential Information does not include information that Franchisee can demonstrate was already known generally to the public at the time when it was disclosed by RM to Franchisee, or which, after the time it was disclosed by RM to Franchisee, validly and legally has become generally known to the public.

B. Confidential Treatment. Franchisee hereby agrees that:

1. Franchisee will not at any time disclose, copy or use any Confidential Information except as specifically authorized in writing by RM;
2. Franchisee's obligation to maintain all Confidential Information as confidential applies both during and after the term of this Franchise Agreement;
3. Franchisee will use Confidential Information only for Franchisee's operations under this Agreement and for no other purpose;
4. Franchisee will disclose Confidential Information only to Franchisee's employees or contractual agents as follows, and not to anyone else:
   a. Franchisee may disclose Confidential Information only to Franchisee's employees and agents who need to know it in order to carry out their jobs. Franchisee may disclose only so much of the Confidential Information as each individual needs to know in order to carry out that individual's job; and
   b. Franchisee will inform Franchisee's employees and agents that the Confidential Information is confidential and that they may not disclose, copy or use it in any unauthorized manner.
5. Franchisee and its representatives with access to Confidential Information are strictly prohibited from inputting, uploading, submitting, transmitting, processing, or otherwise providing any Confidential Information to any artificial intelligence ("**AI**"), machine learning, generative AI, large language model, chatbot, automated analytics tool, or similar technology platform (collectively, "**AI Systems**"), whether public, private, free, paid, enterprise-level, or internally developed, without RM's prior written consent in each instance. Franchisee is responsible for ensuring that all of its employees, contractors, vendors, agents, representatives, or any other persons with access to the Confidential Information strictly comply with this Section and shall implement appropriate policies, training, and safeguards to prevent unauthorized disclosures. A breach of this Section is an event of default under this Agreement.
6. Franchisee agrees to have all of the following persons sign, and submit to RM signed copies of, a form of nondisclosure and non-competition agreement that RM has approved from all of the following persons: (i) Franchisee's Manager and any supervisory or other employees who have received or will receive training from RM, before their employment; (ii) if Franchisee is an entity, all its officers and directors, as well as any of its shareholders, partners, members and owners ("**Owners**"), and the directors and Owners of any entity directly or indirectly controlling Franchisee, concurrent with the signing of this Agreement, or at any time as they assume this status; and (iii) the spouses or spousal equivalent of each Owner. Franchisee agrees to provide

RM copies of all signed nondisclosure and non-competition agreements no later than 10 days following their signing.

C. Improvements. Franchisee acknowledges and agrees that all writings and other original works of authorship, regardless of form, including, but not limited to, proprietary software programs, the Operations Manual, trademarks, copyrightable works, Internet Web pages or any other documents or information pertaining or relating to the Franchised Business or the System produced or authored by Franchisee during the Term of this Agreement shall be deemed by the parties to be works made for hire and the property of RM. RM shall have the absolute right to obtain and hold, in its own name, rights of copyright, trademark and/or other similar protections which may be available in the documents or works. Franchisee hereby agrees to cooperate and execute all documents necessary to perfect such rights in RM. Franchisee acknowledges and agrees that RM shall receive a fully paid-up, perpetual, worldwide license, with an unlimited right to sublicense to any and all inventions, techniques, processes, devices, discoveries, improvement, know-how, writings and other original works of authorship, regardless of form, including, but not limited to, proprietary software programs, trademarks, copyrightable works, internet web pages or any other documents or information pertaining or relating to the Franchised Business or the System produced, conceived of or authored by Franchisee, its agents or employees, during the Term of this Agreement. Franchisee hereby agrees to cooperate and execute all documents necessary to perfect such rights of RM.

ARTICLE VII: OWNERSHIP REQUIREMENTS

A. Corporate Franchisee. Franchisee agrees that its authorization to operate as a corporate entity shall be conditioned on the following requirements:

1. Franchisee's Owners holding at least ten percent (10%) or more of the issued and outstanding shares or membership interests in Franchisee or any other person who directly or indirectly controls Franchisee shall at all times be personally bound by the terms of this Agreement pursuant to a Guaranty in the form attached hereto as Attachment 1.
2. Each certificate representing equity (or electronic share entry) of the Franchisee shall have conspicuously endorsed upon its face (or on the electronic legend) a statement in a form satisfactory to RM that it is held subject to this Agreement, and that any assignment or transfer of the equity certificate (or electronic share entry) is subject to all restrictions imposed upon assignments by this Agreement.
3. Certified copies of the Franchisee's Articles of Incorporation, By-Laws, Operating Agreement, Partnership Agreement, Stockholders' Agreement, or other governing documents, including the resolutions of the Board of Directors or of Members or Managers authorizing entry into this Agreement, shall be promptly furnished to RM.
4. The activities of the corporate entity must be limited exclusively to operation of the Franchised Business and to sale of goods and services authorized by RM. On reasonable request by RM, Franchisee will disclose all activities being conducted by Franchisee through its corporate entity.
5. Franchisee will maintain a current list of all Owners of Franchisee. Franchisee will furnish the list of Owners and copies of any governing documents of the corporate entity to RM promptly on request.

Franchisee's operating agreement or bylaws (or comparable governing documents) will expressly provide in the event of any conflict or inconsistency between their provisions and this Agreement, the terms and conditions of this Agreement will prevail.

B. Equity Ownership. If Franchisee is a corporate entity, then the individuals named in Article XVI, Paragraph S shall remain the owners of not less than fifty-one percent (51%) of the total voting equity ownership of Franchisee during the entire Term of this Agreement, with the effective unencumbered right to vote the equity. The loss or surrender of the ownership or effective unencumbered right to vote the equity, by any means whatever, shall constitute a breach of the terms of this Agreement. Ownership of the corporation, limited liability company, or other entity, by a private equity group, an ESOP trust, or any similarly structured entity, is not permitted without the prior express written permission of RM.

C. Obligation of Franchisee to Provide Plan for Other Businesses Franchisee Desires to Establish. If Franchisee, an Owner of Franchisee, and/or an affiliate of Franchisee wishes to commence the operation of any additional business in addition to the Franchised Business operated under the terms of this Agreement, Franchisee must provide RM with a plan that describes in substantial detail how Franchisee will maintain the operation of the Franchised Business authorized under this Agreement in accordance with its terms, while Franchisee, its Owners, or its affiliates are simultaneously operating the additional business. Before commencing the operation of the additional business, Franchisee must obtain RM's consent of the plan, which approval will not be unreasonably withheld. As conditions to approval of the plan RM may require that, in addition to other reasonable conditions: (i) the additional business be kept completely separate from the Franchised Business authorized under this Agreement (e.g. may not share the same location, building, or address); (ii) the additional business never be sold or transferred to another Renew Medic franchisee; and (iii) RM may require Franchisee and its Owners and affiliates to divest themselves of the additional business if RM determines that the additional business creates a conflict with or is competitive with the Franchised Business authorized under this Agreement as such Franchised Business may be modified over time. Franchisee must also give annual updates to the plan as specified by RM. RM may review the plan at any time after consent to the plan to determine if the Franchisee, its Owners, and/or its affiliates are complying with the plan. RM may require Franchisee to modify the plan at any time. Franchisee's, its Owners', and/or its affiliates' failure to comply with the plan, as determined by RM in its sole discretion, will constitute a breach of this Agreement, entitling RM to exercise any and all remedies authorized under this Agreement, up to and including termination.

ARTICLE VIII: ACCOUNTING AND RECORDS

A. Record Maintenance and Reporting.

1. Franchisee shall record income and expenses, calculate taxes and determine profitability in accordance with Generally Accepted Accounting Principles ("**GAAP**").
2. Franchisee shall submit to RM, on a monthly basis, in conjunction with the submission of monthly payments due to RM, standard reports as may be required by RM including, but not limited to:
    a. Invoices from all Franchised Services performed including National Accounts Program and MRN customer invoices, and invoices for subcontracted work; and
    b. A monthly summary of National Accounts Program customers and MRN customers that have been contracted, or a statement that no National Accounts Program customers or MRN customers have been serviced during the month.
3. Franchisee shall, at its expense, submit to RM, within thirty (30) days after request, a complete income statement and balance sheet or copies of the annual and interim financial statements prepared by the auditors or accountants of Franchisee. Each such financial statement shall be signed by Franchisee attesting that it is true and correct.

4. Franchisee must submit to RM's audit department by June 1st of each year, all federal, state or other business tax returns for the prior year, together with such other information as RM may reasonably require, at Franchisee's expense.
5. Franchisee shall, at its expense, submit to RM, within six (6) months after the end of the calendar year, a complete financial statement for the preceding calendar year, including both a profit and loss statement and a balance sheet certified by an independent public accountant, together with such other information in such form as RM may reasonably require.

B. Customer Information. Franchisee must keep accurate lists of all customers and supplies.

C. Retention of Records.
1. Franchisee agrees to keep all such records available for a period of seven (7) years following the year for which they were kept.
2. Termination of this Agreement shall not alter Franchisee's obligation to retain records for said seven (7) year period.

D. Right To Audit Franchisee's Records.
1. RM or its designated agents shall have the right at all reasonable times to examine, at its expense, the books, records, and tax returns of Franchisee and any other business in which Franchisee or its principal owners have a financial interest. In connection with any such examination, Franchisee will execute IRS Form 4506, or other similar form, authorizing RM to obtain the applicable tax returns of Franchisee, at the request of RM. Franchisee and any personal guarantors, by signing this Agreement, hereby explicitly consent to provide copies of all personal and business tax returns specified above by RM and hereby waive any right to refuse to provide tax returns or any privilege afforded by Applicable Laws.

2. If Franchisee fails to fully cooperate with any reasonable request by RM for an audit or inspection, Franchisee shall reimburse RM for any and all costs and expenses of conducting an audit or inspection including, without limitation, travel, lodging, wage expense and any reasonable accounting and attorneys' fees. RM shall also have the right, at any time, to have an independent audit made at its cost of the books of Franchisee. If an audit or inspection is caused by Franchisee's failure to prepare or forward required reports or if an audit or inspection should reveal that payments have been understated in any report to RM, then the Franchisee shall immediately pay to RM the amount understated and interest from the date such amount was due until paid, at 1.5% per month or the maximum rate permitted by law, whichever is less. If an audit or inspection discloses an understatement of Gross Sales by 2% or more, then Franchisee shall, in addition to payment of any understated amounts, reimburse RM for any and all costs and expenses connected with the audit or inspection including, without limitation travel, lodging, wage expense and reasonable accounting and attorneys' fees. The remedies set forth in this Article shall be in addition to any other remedies RM may have and shall survive termination of this Agreement.

ARTICLE IX: TRANSFERABILITY OF INTEREST

A. Franchisee's Right To Transfer. Franchisee understands and acknowledges that the rights and duties created by this Agreement are personal to Franchisee (or, in the case of a corporate or partnership Franchisee, to the Franchisee's Owner(s)), and that RM has entered into this Agreement with Franchisee in reliance upon individual or collective character, skill, aptitude, attitude, business ability, and financial

capacity of Franchisee. Accordingly, Franchisee shall not sell, assign, transfer, convey, give away, pledge, mortgage or otherwise encumber any interest in this Agreement ("**Transfer**") without the prior written consent of RM. Any purported Transfer, by operation of law or otherwise, without the prior written consent of RM, shall be null and void and shall constitute a material breach of this Agreement. Franchisee's Transfer of 10% interest or more in this Agreement will require an amendment to add such new 10% owner as a personal guarantor. If, as a result of any Transfer to one or more persons or entities, in a single transaction or series of transactions, the original Franchisee's ownership interest (or that of the original Franchisee's Owner(s)) in this Agreement falls below 51%, then Franchisee must sign the then-current form of Franchise Agreement and all of the then-current terms of that agreement will apply thereafter.

B. Approval Procedure. RM may approve or reject a request for a Transfer of the Franchised Business, in its sole discretion. RM also reserves the right to condition its consent to a Transfer on the satisfaction of any or all requirements that RM establishes in its sole discretion, including without limitation, the following:

1. All of Franchisee's accrued monetary obligations to RM and all other outstanding obligations related to the Franchised Business have been satisfied;
2. Franchisee shall have executed a general release, in a form satisfactory to RM, of any and all claims against RM, its affiliates, subsidiaries, parents, partners, their officers, directors, shareholders, agents and employees, in their corporate and individual capacities including, without limitation, claims arising under any Applicable Laws;
3. The transferee does not, and does not intend to, own, operate or be involved in any business that competes directly or indirectly with or is similar to the Franchised Business;
4. The transferee shall demonstrate to RM's satisfaction that it: (i) meets RM's managerial and business standards, possesses a good moral character, business reputation, and credit rating; (ii) has the aptitude and ability to conduct the Franchised Business (as may be evidenced by prior related business experience or otherwise); and (iii) has adequate financial resources and capital to operate the Franchised Business;
5. The transferee shall execute (and/or, upon RM's request, cause all interested parties to execute) the then-current standard Franchise Agreement and such other ancillary agreements as RM may require for transfer of the Franchised Business;
6. At the transferee's expense and upon such other terms and conditions as RM may reasonably require, the transferee (or if the transferee is a business entity, then the transferee's officers or managers) or managerial employees of transferee acceptable to RM must have successfully completed RM's training program then in effect for new franchisees;
7. Transferee agrees to purchase all of the then-required supplies, equipment and products required in RM's then-current Franchise Agreement as well as the Operations Manual if any of those items are not included in the sale of the Franchised Business. The transferee must also have a Service Vehicle equipped with the Detail Package if it is not included in the sale of the Franchised Business;
8. Franchisee must enter into an agreement with RM providing that all obligations of the transferee to make installment payments of the purchase price or interest thereon to Franchisee shall be subordinate to the obligations of the transferee to pay Monthly Fees, and obligations for purchases from RM and approved suppliers authorized to furnish supplies and products to RM franchisees;
9. Franchisee and transferee will be responsible for the transfer of material assets and any missing assets will be replaced at transferee's expense;

10. Franchisee or transferee must pay the then-current transfer fee (the "**Transfer Fee**") charged by RM to its franchisees. Currently, the Transfer Fee is $10,000;
11. Franchisee must make provision for the continued operations of the Franchised Business in the interim period between Transfer of the Franchised Business and the transferee's successful completion of the Transfer;
12. RM must approve the material terms and conditions of such Transfer, including without limitation, that the price and terms of payment are not so burdensome as to affect adversely the continuation of the Franchised Business;
13. All obligations imposed on Franchisee by this Agreement must be assumed by the transferee; and
14. Franchisee and its Owner(s) must agree to remain liable for all of the obligations to RM in connection with the Franchised Business arising before the effective date of the Transfer, and execute any and all instruments that RM reasonably requests to evidence such liability.

C. Transfer to a Spouse or Child. In the event that RM approves a Transfer of a controlling interest in the Franchised Business to Franchisee's spouse, then no Transfer Fee will be assessed by RM. In the event that RM approves a Transfer of a controlling interest in the Franchised Business to Franchisee's adult child who is at least 18 years of age, Franchisee or the transferee will only be required to pay 50% of the then-current Transfer Fee.

D. Transfer Upon Death or Disability. Upon Franchisee's death or permanent disability as defined under the Social Security Act, the executor, administrator, conservator, or other personal representative of such person shall assign Franchisee's interest in the Franchised Business and this Agreement to a third party only upon prior written approval of RM. Such disposition shall be completed within a reasonable time, not to exceed six (6) months from the date of death or permanent disability, and shall be subject to all the terms and conditions applicable to assignments contained in this Article IX, Paragraph B of this Agreement. If the interest is not disposed of within a reasonable time, RM may terminate this Agreement.

E. Transfer to Competitor Prohibited. Franchisee will not Transfer this Agreement, any interest in the Franchisee or the Franchised Business, or any assets or accounts of the Franchisee or the Franchised Business, to any person, partnership, limited liability company, corporation or other entity that owns, operates, franchises, develops, consults with, manages, is involved in, or controls any business that sells products and services that are similar to those offered by RM franchisees to customers that are identified through similar referral sources (a "**Competitor**"). If RM refuses to permit a Transfer based upon this provision, Franchisee's only remedy will be to have a court of competent jurisdiction determine whether the proposed transferee is a competitor of RM.

F. Transfer to Franchisee's Business Entity. Franchisee acknowledges that RM entered into this Agreement in reliance upon and in consideration of the personal qualifications and representations of Franchisee if Franchisee is an individual, or those individuals who will actively and substantially participate in the operations of the Franchised Business if Franchisee is a corporation, limited liability company or a partnership. If, with the consent of RM, the rights of Franchisee hereunder are assigned to a corporation, limited liability company, or other form of business entity, and the individual or individuals executing this Agreement remain the owner(s) of not less that fifty-one percent (51%) of the total voting capital shares thereof with the effective unencumbered right to vote said shares, there will be no processing fee levied if transferred to a corporation, limited liability company, or other form of business entity within one (1) year after the effective date of this Agreement. A processing fee will

be charged if Transfer to such entity occurs after the first anniversary of the effective date of this Agreement. RM's consent to such Transfer to such business entity shall not be unreasonably withheld if:

1. The corporation, limited liability company, or other form of business entity is closely held;
2. The corporation, limited liability company, or other form of business entity conducts only such business as is authorized by this Agreement;
3. The front of each share certificate (or electronic share) clearly indicates that the shares represented by the certificate (or electronic share) are subject to the terms of this Agreement;
4. The bylaws or operating agreement reflects that the shares are so restricted;
5. Each holder of ten percent (10%) or more of the issued and outstanding shares or equity interests in the Franchised Business executes the Guaranty; and
6. The corporation, limited liability company, or other form of business entity and its shareholders or members execute the then-current form of Franchise Agreement and any such other ancillary agreements as RM may require.

Franchisee acknowledges that the purpose of the foregoing restrictions is to protect the RM System, Marks, trade secrets, and operating procedures, as well as RM's reputation and image, for the mutual benefit of RM, Franchisee, and the entire RM franchise network.

Further, the individuals, including all shareholders or members executing this Agreement on behalf of any corporation, limited liability company, or other form of business entity shall be jointly and severally liable for the faithful and timely performance of all covenants of this Agreement. The loss or surrender of said ownership or effective unencumbered right to vote said shares, by any means whatever, shall constitute a breach of the terms of this Agreement. Such transfer to a Franchisee's corporation, limited liability company, or other form of business entity does not preclude subsequent Transfers.

G. Lead Fee. Franchisee may enlist RM to help Franchisee find a potential buyer for the Franchised Business. If RM is enlisted to help, RM will: process telephone calls, leads and documents for Franchisee, and make reasonable efforts to make inquiries into Franchisee's Territory available to Franchisee. If RM refers a lead to Franchisee and the lead purchases all or a portion of the Franchised Business within 18 months of such referral, regardless of the form of acquisition, Franchisee must pay RM a fee of $15,000 for its assistance. If the lead is referred to Franchisee through a franchise consultant, broker, or other third-party referral source provided by or through RM, Franchisee must also pay RM (or, at our direction, the applicable consultant) an additional referral fee that varies by deal, but ranges from $10,000 to $100,000 or up to 10% of the sales price (the "**Consultant Referral Fee**").

H. RM's Right To Transfer. This Agreement and all rights hereunder may be Transferred by RM without Franchisee's consent and, if so, shall be binding upon and inure to the benefit of RM's respective assignee(s).

I. Non-Waiver of Claims. RM's consent to any Transfer shall not constitute a waiver of any claims it may have against Franchisee, nor shall it be deemed a waiver of RM's rights to demand exact compliance with any of the terms of this Agreement by the transferee.

J. Operation of the Franchised Business by RM. If RM reasonably determines that a material default of this Agreement exists or is imminent, then RM (or RM's designee) may (but is not obligated to)

temporarily operate and manage the Franchised Business for Franchisee's account until this Agreement is terminated, the Franchised Business is Transferred with RM's approval, the Franchised Business is purchased by RM, or RM returns the Franchised Business to Franchisee. RM's operation and management will not continue for more than 90 days without Franchisee's consent. RM will account to Franchisee for all net income from the Franchised Business during the period in which RM operates the Franchised Business. RM may collect a temporary management fee equal to 30% of Gross Sales for the period in which RM operates the Franchised Business.

K. Transfer of Assets. The Transfer Fee paid to RM does not include any equipment, products or marketing material provided to the transferee. Further, RM makes no warranty as to the viability of any assets purchased from Franchisee.

L. Survival of Transfer Obligations. The terms of this Article IX shall survive termination or expiration of this Agreement for a period of twenty-four (24) months. The parties agree and acknowledge that such extended obligation is necessary to fulfill the intent of Franchisee and RM and is a material term of this Agreement.

ARTICLE X: DEFAULT, TERMINATION AND OTHER REMEDIES

A. Automatic Termination. Franchisee shall be deemed to be in default under this Agreement and all rights granted to Franchisee hereunder shall terminate automatically without notice to Franchisee upon the occurrence of the following:

1. Franchisee or a guarantor becomes insolvent, makes a general assignment for the benefit of creditors, or is adjudicated bankrupt, unless otherwise restricted by the relevant bankruptcy laws; or
2. A petition in bankruptcy for liquidation, reorganization, or other proceeding is filed by or against Franchisee; a receiver is appointed; a bill in equity or other proceeding for the appointment of a receiver of Franchisee or other custodian for Franchisee's Franchised Business or assets is allowed; or the real or personal property of Franchisee is attached or levied upon by any sheriff, marshal, or constable.

B. Defaults Without the Right to Cure. Upon the occurrence of any of the following events, Franchisee shall be in default under this Agreement and RM may, but shall not be obligated to, exercise any of the default remedies (or combination thereof) provided for in Article X.D, including termination of this Agreement, without providing Franchisee an opportunity to cure:

1. Franchisee voluntarily abandons the Franchised Business, ceases to actively operate the Franchised Business, ceases to provide Franchised Services under the Franchised Business for more than ten (10) consecutive business days, disconnects the Franchised Business telephone; or fails to have a Service Vehicle.
2. Franchisee, its Owner(s), or any of its officers or directors is or has been convicted, pleads guilty, or pleads no contest to a felony or other crime or offense that RM believes is reasonably likely to have an adverse effect on the Marks, the goodwill associated therewith, or RM's interest therein;
3. Franchisee fails on four (4) or more occasions to comply with any provisions of this Agreement or any other RM Franchise Agreement, whether or not such failures to comply are cured after written notice thereof to Franchisee;
4. Franchisee (including its Owner(s), guarantors or agents) engages in activities in an unethical manner which could cause harm to the goodwill associated with the Marks and the System;

5. Franchisee discloses RM's trade secrets or other Confidential Information to persons unauthorized by this Agreement to receive such information or misuses RM's trade secrets or other Confidential Information;
6. Any agreement (a) between Franchisee (or any Owner or affiliate of Franchisee) and RM (or any of its affiliates), including any other software licenses, loan agreements, program participation agreements, franchise agreements, or other agreements or (b) between Franchisee (or any Owner or affiliate of Franchisee) and any other party related to the Franchised Business (including, without limitation, leases, subleases, loan or financing agreements, or vendor agreements) (collectively, "**Related Agreements**") is terminated as a result of a default by Franchisee, its Owner(s), or its affiliates;
7. Franchisee or its Owner(s) have made or make material misrepresentations or omissions in acquiring the Franchised Business;
8. RM discovers that by entering this Agreement, Franchisee violated a non-competition agreement by which it is bound;
9. Franchisee misuses or makes an unauthorized use of any of the Marks;
10. Franchisee fails to open its Franchised Business to the public for business within the time required under this Agreement;
11. Franchisee relocates the Franchised Business without receiving RM's express written permission;
12. Without RM's approval, Franchisee transfers, attempts to transfer or surrenders control of the operation of the Franchised Business or transfers or attempts to transfer, whether directly or indirectly, any of Franchisee's right, title or interest in the Franchised Business, this Agreement or an ownership interest in Franchisee;
13. RM's right to effect EFT pursuant to the terms of this Agreement is revoked or impaired as a result of any act or notice of Franchisee;
14. Franchisee makes a representation or warranty on behalf of RM that RM has not specifically authorized Franchisee to make in writing;
15. Franchisee knowingly maintains false books or records, or submits any false report to RM; without limiting this provision, any understatement of Gross Sales by 2% or more during any period will automatically constitute a materially false statement by Franchisee;
16. Franchisee refuses to allow RM to audit or inspect its location, books and records, upon request by RM;
17. Franchisee is in default or breach of its lease for its location and Franchisee fails to correct the default within the applicable cure period provided under such lease;
18. Franchisee fails to comply with the confidentiality obligations concerning Protected Information under Article V, Section R of this Agreement, and such failure results in the unauthorized disclosure or misuse of the Protected Information; or
19. Franchisee is suspended from the MRN or the National Accounts Program two (2) or more times in any twelve (12) month period.

C. Curable Defaults. Upon the occurrence of any of the following events, Franchisee shall be in default under this Agreement and RM may, but shall not be obligated to, exercise any of the default remedies (or combination thereof) provided for in Article X.D, including termination of this Agreement, provided that RM provides Franchisee with written notice of the default and thirty (30) days to cure:

1. Franchisee fails, refuses, or neglects to pay any amounts due to RM or any of its affiliates, including without limitation the Initial Franchise Fee, Monthly Fees, and amounts owed for purchases made or services provided;
2. Franchisee fails to submit or accurately report Gross Sales or any other report required under

this Agreement;

3. Franchisee fails to obtain a business license and keep it in force;
4. Franchisee fails to deliver a signed lease agreement or evidence that a location has been purchased for the Franchised Business within the time prescribed in this Agreement.
5. Franchisee fails to abide by or perform any provision, standard, specification or requirement set forth in this Agreement or in the Operations Manual;
6. Franchisee fails to open the Franchised Business within the time prescribed in this Agreement;
7. Franchisee (including its Owner(s), guarantors or agents) engages in any solicitation of sales or marketing of the Franchised Business outside the Territory, contrary to this Agreement;
8. Franchisee obtains services or products from suppliers that are not approved by RM;
9. Franchisee or any other person(s) required to complete training fails to complete training in a manner satisfactory to RM;
10. Franchisee fails to comply with the confidentiality obligations concerning Protected Information under Article V, Section R of this Agreement, but such failure does not result in the unauthorized disclosure or misuse of the Protected Information;
11. Franchisee breaches or fails to perform any other obligation or covenant under of this Agreement; or
12. Franchisee (or any owner or affiliate of Franchisee) is in default of any provision of any Related Agreement.

D. Remedies Upon Event of Default. Upon the occurrence of any event of default by Franchisee, and subject to any applicable cure period (if any), RM may in its sole discretion, immediately exercise any or all of the following remedies, in addition to all other rights and remedies available to RM under this Agreement or the law:

1. Terminate this Agreement and any other agreement, including other franchise agreements, that RM and Franchisee have executed, effective immediately or effective upon a future date determined by RM;
2. Reduce the size of Franchisee's Territory;
3. Terminate Franchisee's protected rights in all or part of the Territory for the remainder of the term of this Agreement or such other time period RM determines in its sole discretion;
4. Suspend Franchisee's access to the Intranet provided that Franchisee shall remain responsible for all costs of participation;
5. Suspend Franchisee's access to any advertising or marketing materials or assistance provided for franchisees;
6. Remove Franchisee from the RM website;
7. Remove Franchisee from any advertising materials;
8. Suspend or terminate any fee reductions or other accommodations which RM might have agreed to during the term of this Agreement;
9. Require Franchisee to conduct an annual audit of its financials during the term of this Agreement at Franchisee's sole cost;
10. Require Franchisee, its managers, or other employees of the Franchisee to participate in additional training;
11. Suspend the provision of any operational support that this Agreement otherwise requires RM to provide;
12. Take any action to cure a breach or default on Franchisee's behalf and require Franchisee to reimburse RM for all costs and expenses (including the allocation of any internal costs) for such action, plus a 10% administrative fee;
13. Assume or appoint a third-party to assume the management of the Franchised Business as set

forth this Agreement;

14. Charge Franchisee a non-compliance fee up to $500 for each time Franchisee defaults and $500 per week for each week the event of default remains uncured;
15. Eliminate any remaining renewal rights that Franchisee may have;
16. Reduce the Term; or
17. Reduce, modify, suspend, or otherwise terminate any other of Franchisee's rights under this Agreement while such event of default continues or for such other period of time that RM, in its sole discretion deems appropriate, provided that Franchisee shall remain responsible for all fees and obligations under this Agreement.

E. General Provisions Concerning Default and Default Remedies.

1. Default by Managing Owner. Any action or omission by any manager of Franchisee shall be deemed an action or omission by Franchisee for purposes of determining whether an event of default has occurred pursuant to this Article X.
2. Correction of Breach. For purposes of this Agreement, an alleged breach of this Agreement by the Franchisee will only be deemed to be cured if both RM and the Franchisee agree in writing that the alleged breach has been corrected.
3. Other Remedies. Nothing in this Article X precludes RM from seeking other remedies or damages under state or federal laws, common law, or under this Agreement including, but not limited to, attorneys' fees, damages and equitable relief.
4. Intranet. Upon receipt by Franchisee of a notice of termination from RM all Intranet privileges shall be revoked.
5. Reliance on Defaults. In any arbitration or other proceeding in which the validity of any termination of this Agreement or RM's refusal to enter into a Renewal Agreement is contested, each party may cite to and rely upon all defaults or violations of this Agreement, not only the defaults or violations referenced in any written notice.
6. Notification to Third Parties. Franchisee agrees that RM has the right and authority (but not the obligation) to notify any or all of Franchisee's Owner(s), lenders, landlords, creditors, vendors, or suppliers, if Franchisee commits an event of default or if RM terminates this Agreement.
7. No Constructive Termination and Election of Remedies. Unless RM expressly terminates this Agreement, RM's exercise of any of the foregoing remedies will not constitute an actual or constructive termination of this Agreement nor will it be RM's sole and exclusive remedy for Franchisee's default or failure to comply with this Agreement.
8. Ongoing Payment of Fees. During any period of suspended services or benefits, Franchisee must continue to pay all fees and other amounts due under, and otherwise comply with, this Agreement and all related agreements. If RM restores any of Franchisee's rights, Franchisee will not be entitled to any compensation for any fees, expenses, or losses Franchisee might have incurred due to RM's exercise of any of its rights provided in Article X, Paragraph D above. Likewise, under no circumstances will any fees or other amounts paid to RM be refunded in the event that RM exercises any of its default remedies.
9. No Waiver. RM's exercise of any of its default remedies in Article X, Paragraph D above, does not preclude RM from later or simultaneously exercising additional default remedies, including termination of this Agreement without giving Franchisee any additional cure period. RM's exercise of its rights under Article X, Paragraph D above will not be a waiver by RM of any breach of this Agreement.
10. Liquidated Damages for Early Termination. If RM terminates this Agreement prior to the expiration of the term, Franchisee shall pay RM liquidated damages in an amount equal to the average Royalty Fees owed by Franchisee (even if not paid) per month over the 12-month period preceding the date of termination (or, if the Franchised Business was not operating throughout

such 12-month period, then the average Royalty Fees earned per month for the period in which the Franchised Business was operating), multiplied by the lesser of: (i) 24; or (ii) the number of months remaining in the term of the Franchise Agreement. Franchisee acknowledges and understands that the liquidated damages are not a penalty, but rather a reasonable pre-estimate of the damages suffered by RM due to Franchisee's failure to continue operating the Franchised Business for the remainder of the term of this Franchise Agreement. This liquidated damages provision will not limit RM's rights to injunctive relief relating to any violations of this Agreement, nor limit any other damages available to RM arising out of such violations, including without limitation brand damage.

ARTICLE XI: RIGHTS AND DUTIES OF PARTIES UPON TRANSFER EXPIRATION, TERMINATION

A. Franchisee's Obligations. Upon transfer, expiration or termination of this Agreement and the License granted hereunder for any reason, and regardless of any dispute which may exist between the parties, Franchisee shall:

1. Immediately cease using and thereafter abstain from using all Marks, as well as all signs, structures, vehicles, and forms of advertising indicative of RM or the Franchised Business or products thereof, and make or cause to be made such changes in signs, buildings, vehicles and structures as RM shall reasonably direct to effectively distinguish them from their former appearance and from any other aspect of the Franchised Business;

2. Relinquish all interest in and rights to use all telephone numbers, all listings, e-mail addresses, website URLs, and all social media accounts whether or not bearing the Marks (collectively "**listings and accounts**") used by Franchisee in any manner related to the operation of, or applicable to, the Franchised Business. Transfer to or vest in RM, and RM shall thereupon have the full and exclusive right to use such listings and accounts or to authorize the use thereof by another franchisee of RM. Franchisee hereby appoints RM as its attorney in fact to direct the telephone company and all listing agencies to transfer such listings and accounts to RM or as it may in writing direct. Any amounts owed by Franchisee on account of such listings and accounts shall be paid immediately by Franchisee. Further, Franchisee will execute a telephone supersedure form which can be submitted to the telephone company upon the termination of this Agreement, in the form attached hereto as **Exhibit A-2**, to effectuate the assignment of the telephone number(s) and listing(s). If Franchisee shall fail or omit to take such actions or cause them to be taken, then RM shall have the right but not the obligation to enter upon the Franchised Business premises without being deemed guilty of trespass or any other tort, and shall have the right to make such changes or cause them to be made at the expense of Franchisee, which expense Franchisee shall pay on demand. This right includes authority to communicate directly with the companies which furnish telephone lines service or directory publishing (printed and electronic) to enforce this provision. Franchisee agrees to reimburse RM for all costs, expenses and legal fees incurred by RM to require Franchisee to cease using such Marks, telephone numbers, signs, stationery, advertising, or other means of identification;

3. Within ten (10) days, ship (or if applicable and approved by RM, destroy and/or delete) all printed forms, advertising pieces and manuals bearing the Marks, (all of which are acknowledged to be RM's property) as well as all supplies, chemicals and equipment and

photographic proof of service vehicle de-striping of all automotive logo markings, freight prepaid, in good condition, to an address designated by RM;

4. Within ten (10) days, ship (or if applicable and approved by RM, destroy and/or delete) all van logo markings, printed forms, advertising pieces and manuals bearing RM Marks, supplies and equipment (all of which are acknowledged to be RM's property), freight prepaid, in good condition, to an address designated by RM;

5. Within fifteen (15) days, pay to RM, as directed, such Initial Franchise Fee, Monthly Fees, amounts owed for purchases by Franchisee, liquidated damages, interest and fees due on any of the foregoing, and all other amounts which are then due and unpaid;

6. Franchisee shall immediately turn over to RM (or if applicable and approved by RM, destroy and/or delete) all manuals, records, files, instructions, computer software and any and all other materials relating to the operation of the Franchised Business in the Franchisee's possession, except for the Franchisee's copy of this Agreement, any correspondence between the parties, and any other documents which the Franchisee reasonably needs for compliance with any provision of law;

7. Franchisee must immediately cease operating all social media pages within its control associated with, or previously associated at any time with, the Franchised Business, including but not limited to, Facebook, Instagram, YouTube, TikTok and X (Twitter). Franchisee must also immediately cease operating all online business directory listings within its control associated with, or previously associated with, the Franchised Business, including but not limited to, Yelp, Nextdoor, LinkedIn, Google, YP (Yellow Pages), and Angi. Franchisee must promptly provide RM with all login credentials or other information necessary for RM to assume exclusive control over each social media and business directory account, page, or listing. To the extent that Franchisee is aware of or becomes aware of any social media or business directory account, page, or listing associated with the Franchised Business that is not within its control, it must promptly notify RM thereof in writing.

   Notwithstanding the foregoing, RM may in its exclusive discretion demand that Franchisee delete, deactivate, or otherwise modify each social media or business directory account or listing at any time. Franchisee must comply with RM's demand immediately on receipt.

   Franchisee agrees that all consumer or other published reviews of the Franchised Business and/or any goods or services provided by the Franchised Business, are the exclusive property of RM. Franchisee's right to use these reviews in any manner terminates with the expiration or termination of this Agreement. Franchisee is prohibited from advertising, promoting, quoting, or otherwise referring to the reviews in connection with any business or offer to conduct business on expiration or termination of this Agreement.

   Franchisee agrees that any violation of this Article XI.A constitutes trademark infringement, service mark infringement, unfair competition, false advertising, and/or deceptive trade practices under federal, state, and common law, that this violation encroaches on the goodwill associated with RM's brand, and that violation is likely to cause confusion among reasonably prudent consumers.

ARTICLE XII. RELATIONSHIP OF PARTIES

It is expressly understood and agreed by and between RM and Franchisee that Franchisee will, at all times, act as and shall be an independent contractor. Franchisee agrees that it will not, at any time, directly or indirectly, hold itself out as an agent or employee of RM or make any commitment or incur any liability on behalf of RM without RM's expressed written consent. Nothing in this Agreement is intended to create a joint employer relationship between the parties, it being expressly understood that any personnel policies or procedures, forms, guidance or other employment related materials or information offered by RM is provided solely for Franchisee's convenience. Franchisee's use of such information is completely optional and should not be construed as an intent or right to control Franchisee's operations, personnel decisions or relationship with its employees. RM and Franchisee acknowledge and agree that RM neither sets nor controls labor or employment matters for Franchisee and that Franchisee, and not RM, is solely responsible for setting the terms and conditions of employment for the Franchisee's employees, including but not limited to, training, wages, benefits, promotions, hirings and firings, vacations, safety, work schedules, and specific tasks. Franchisee is expressly advised to consult its own independent counsel for labor and employment advice.

ARTICLE XIII. COVENANTS

A. In-Term Restrictive Covenants. Franchisee and its Owner(s) each specifically acknowledge that each of them will receive access to valuable specialized training and Confidential Information, and that such specialized training and Confidential Information provide a competitive advantage to the System. During the term of this Franchise Agreement, neither Franchisee nor any of its Owner(s) may, directly or indirectly, for themselves or through, on behalf of, or in conjunction with, any other person or entity:

1. Divert or attempt to divert any customer of the Renew Medic franchise brand (including the Franchised Business) to any other business or to perform any other act injurious or prejudicial to the goodwill associated with the Marks or the System;

2. Solicit other franchisees, or use available lists of franchisees, for any commercial purpose other than purposes directly related to the operation of the Franchised Business;

3. Have any ownership interest in, or be engaged or employed by, any Competitor; or

4. Authorize, assist, or induce another to develop, open or operate a Competitor.

B. Post-Term Restrictive Covenants. Franchisee and its Owner(s) covenant that, with respect to Franchisee, for a continuous uninterrupted period commencing upon the expiration, termination, or Transfer of this Agreement for any reason or, with respect to each of the Owner(s), commencing on the earlier of: (i) the expiration or termination of this Agreement for any reason; or (ii) the time such person ceases to be an Owner of the Franchised Business (collectively, the "**Triggering Event**"), and continuing for two years thereafter (in each case, the "**Restrictive Period**"), neither Franchisee nor any of its Owner(s) may, directly or indirectly, for themselves or through, on behalf of or in conjunction with any other person or entity:

1. Divert or attempt to divert any customer of the Renew Medic brand to any other business or to perform any other act injurious or prejudicial to the goodwill associated with the Marks or the System;

2. Solicit other franchisees, or use available lists of franchisees, for any commercial purpose;

3. Have any ownership interest in, manage, supervise the activities of, train the employees of, control the activities of, advise, or franchise, either directly or indirectly, any Competitor which is located within the Territory, a 5-mile radius outside the Territory or a 5-mile radius from the location of any Renew Medic franchise office in existence or under development at the time of the Triggering Events; or

4. Authorize, assist, or induce another to develop, open or operate a Competitor which is located within the Territory, a 5-mile radius outside the Territory or a 5-mile radius from the location of any Renew Medic franchise office in existence or under development at the time of the Triggering Event.

In the event that RM initiates a legal proceeding against Franchisee or its Owners during the Restrictive Period to enforce any of the post-term restrictive covenants, then the Restrictive Period will be extended to two years from the date Franchisee or its Owners comply with such post-term restrictive covenant.

C. Directives. In the event of any dispute related to this Article XIII Franchisee and its Owner(s) direct any third party construing this Article XIII, including without limitation any court, mediator, master, or other party acting as trier or fact or law:

1. To conclusively presume that the restrictions set forth in this Article XIII are reasonable and necessary in order to protect (i) RM's legitimate business interests, including without limitation the interests of RM's other franchisees; (ii) the confidentiality of RM's Confidential Information; (iii) the integrity of the System; (iv) RM's investment in the System; (v) the investment of RM's other franchisees in their franchised businesses; and (vi) the goodwill associated with the System;

2. To conclusively presume that the restrictions set forth in this Article XIII will not unduly burden Franchisee or its Owner(s)' ability to earn a livelihood;

3. To construe this Article XIII under the laws governing distribution contracts between commercial entities in an arms-length transaction, and not under laws governing employment contracts; and

4. To conclusively presume that any violation of the terms of this Article XIII (i) was accompanied by the misappropriation and inevitable disclosure of Confidential Information; and (ii) constitutes a deceptive and unfair trade practice and unfair competition.

D. Interpretation. Franchisee and its Owner(s) agree that each of the foregoing covenants is independent of any other covenant or provision of this Agreement. If all or any portion of the covenants in this Article XIII are held to be unenforceable or unreasonable by any court, then the parties intend that the court modify such restriction to extent reasonably necessary to protect RM's legitimate business interests. RM and its Owner(s) agree that the existence of any claim RM or its Owner(s) may have against RM will not constitute a defense to the enforcement of the covenants of this Article XIII. Franchisee agrees to pay all damages, costs, and expenses (including reasonable attorney's fees) RM may incur in enforcement of

this Article XIII. If a person fails to comply with the covenants in this Article XIII, then the restrictive period will be extended for each day of noncompliance. RM has the right to reduce the scope of any restrictive covenant set forth in this Article XIII at any time, by giving notice to Franchisee.

E. Publicly Held Corporations. Sections A and B of this Article XIII will not apply to the ownership by Franchisee or its Owner(s) of less than a 10% interest in the outstanding equity securities of any publicly-held corporation.

F. Execution of Covenants by Spouse and Management. If RM requests, Franchisee will obtain the execution of covenants similar to those set forth herein regarding confidentiality, non-competition and non-solicitation, from Franchisee's or each Owner's spouse or spousal equivalent, and including covenants applicable upon the termination of a person's relationship with Franchisee, from Franchisee's officers, directors, managers, and other personnel RM specifies.

ARTICLE XIV: INDEMNIFICATION

Franchisee acknowledges that Franchisee is solely responsible for all loss, damage or other claims arising out of the Franchised Business and the conduct of Franchisee's affairs and shall hold RM, the MRN Administrator, and their present and future officers, directors, employees, agents, shareholders, parents, affiliates, subsidiaries and representatives (the "**Related Parties**") harmless from all costs, expenses, legal fees and liabilities with respect to all claims from any loss or damage arising either directly or indirectly therefrom.

FRANCHISEE AND THE GUARANTORS, BY SIGNING THIS AGREEMENT, AGREE TO INDEMNIFY AND AGREE TO DEFEND AND HOLD HARMLESS RM, THE MRN ADMINISTRATOR AND ITS RELATED PARTIES AGAINST ALL LOSSES, CLAIMS, DAMAGES, PENALTIES, JUDGMENTS, LIABILITIES AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ALL EXPENSES OF LITIGATION OR PREPARATION FOR LITIGATION WHETHER OR NOT RM OR THE MRN ADMINISTRATOR IS A PARTY TO THE LITIGATION) THAT RM, THE MRN ADMINISTRATOR OR ANY OF THEIR RELATED PARTIES MAY PAY OR INCUR ARISING OUT OF OR RELATING TO THIS AGREEMENT OR TO THE OPERATION OF THE FRANCHISED BUSINESS EVEN IF CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE (WHETHER SOLE, JOINT OR CONCURRENT), GROSS NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL FAULT OF RM, THE MRN ADMINISTRATOR OR THEIR RELATED PARTIES.

Franchisee agrees to give RM, the MRN Administrator and the Related Parties written notice of any action, suit, proceeding, claim, demand, inquiry or investigation that could be the basis for a claim for indemnification by any of RM, the MRN Administrator or the Related Parties within 3 days of Franchisee's actual or constructive knowledge of it. RM, the MRN Administrator and the Related Parties shall have the right, in their sole discretion to: (i) retain counsel of their own choosing to represent them with respect to any claim; and (ii) control the response thereto and the defense thereof, including the right to enter into settlements or take any other remedial, corrective, or other actions. Franchisee agrees to give its full cooperation to RM, the MRN Administrator and the Related Parties in assisting such parties with the defense of any such claim, and to reimburse such parties for all of their costs and expenses in defending any such claim, including court costs and reasonable attorneys' fees, within 10 days of the date of each invoice delivered by RM, MRN Administrator or the Related Parties to Franchisee enumerating such costs, expenses and attorneys' fees.

This indemnity continues in full force and effect after and notwithstanding this Agreement's expiration or termination. RM, MRN Administrator and the Related Parties need not seek recovery from any insurer or other third party, or otherwise mitigate its or their losses and expenses, in order to maintain and recover from third parties fully a claim against Franchisee under this subsection. Franchisee agrees that a failure to pursue a recovery or mitigate a loss will not reduce or alter the amounts that such party may recover from Franchisee under this subsection. If Franchisee, RM, MRN Administrator or any Related Party undertakes the defense and/or settlement, such action will in no way diminish Franchisee's obligation to indemnify RM, MRN Administrator and the Related Parties and to hold them harmless.

ARTICLE XV: DISPUTE RESOLUTION

A. Alternative Dispute Resolution Procedure. Except as otherwise provided in Section B(1) of this Article (Excepted Disputes), any claim, dispute, suit, action, controversy, or proceeding of any type whatsoever between (i) Franchisee, its affiliates, or its Owner(s), and/or Franchisee's or its affiliates' owners' officers, directors, and employees (the "**Franchisee Related Parties**") and (ii) RM, its affiliates, and/or its or its affiliates' officers, directors, owners, and employees (the "**RM Related Parties**") relating to (a) this Agreement, (b) the relationship of any of the RM Related Parties with any of the Franchisee Related Parties, or (c) the Franchised Business, including disputes related to compliance with franchise, labor, or employment laws (collectively, (a) through (c), the "**Covered Disputes**") must be resolved in accordance with the alternative dispute resolution procedures described in this Section A. The Franchisee Related Parties and any RM Related Parties shall all be considered third-party beneficiaries of this Agreement and shall be included in the term "parties" or "party" in this Article XV.

1. Informal Negotiation. To initiate the dispute resolution process, the party alleging a Covered Dispute must provide the other party with written notice setting forth the alleged Covered Dispute in detail and requesting a meeting (the "**Dispute Notice**"). Each Covered Dispute must be discussed in a face-to-face meeting or, upon agreement of the parties, in a video or telephone conference call held within thirty (30) days after such Dispute Notice is provided to the other party. Unless otherwise agreed by the parties, the party initiating the process must wait at least thirty (30) days after the Dispute Notice has been delivered to the other party before submitting the dispute to mediation.

2. Mediation. If the Covered Dispute is not resolved informally as provided in Section A(1) (Informal Negotiation), the party alleging the Covered Dispute must submit the Covered Dispute for non-binding mediation. All parties must attend and participate in the mediation. The mediation shall be governed by the rules of the American Arbitration Association (the "**AAA**") before one mediator selected by the parties, and if the parties cannot agree upon the mediator, then a mediator selected by the AAA. It is the intent of the parties that mediation shall be held not later than thirty (30) days after a written request for mediation shall have been served on the other parties. The mediation shall be held in the metropolitan area of RM's then-current principal place of business (currently, Memphis, Tennessee) and shall not last more than one day, unless the parties agree otherwise. The parties will split equally the cost of any mediation. Any party may be represented by counsel and may, with permission of the mediator, bring persons appropriate to the proceeding.

3. Arbitration. If the parties do not resolve the Covered Dispute after the conclusion of the mediation, such Covered Dispute must be subject to and resolved exclusively by binding

arbitration. **This means that all Covered Disputes that either party would otherwise have the legal right to sue for in court shall be subject to final and binding arbitration under the arbitration provisions set forth in this Article XV, Section A(3) and not decided by a court or a jury.** If there are any ambiguities in the terms or conditions of this Article XV, it is the parties' intent that all ambiguities be resolved in favor of arbitration. For the purposes of this Article XV, Section A(3), Covered Disputes will not include disputes that an applicable federal statute provides cannot be arbitrated or cannot be subject to a pre-dispute agreement to arbitrate.

(a) Arbitration Procedure. Either party may commence arbitration by sending written demand for arbitration to the other party. The arbitration proceeding shall be conducted by one arbitrator and, except as otherwise provided in this Article XV, shall be conducted in accordance with the then-current Commercial Arbitration Rules of the AAA. All arbitration proceedings will be held at the offices of the AAA or other suitable offices that RM selects in the metropolitan area in which its principal place of business is then located (currently, Memphis, Tennessee). The arbitrator shall have no authority to select a different hearing locale. All matters relating to arbitration will be governed by the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.).

(b) Scope. The arbitrator (and not a court) shall decide all issues in any Covered Dispute, including issues regarding the non-availability of class arbitration, timeliness, arbitration procedures, statute of limitations, and all other issues regarding the application, interpretation, enforceability, coverage, and implementation of this Section A(3), including whether the parties have entered into this Agreement. In accordance with Article XV, Section E (Mutual Waiver of Class or Collective Actions), the arbitrator shall have no authority to consider or resolve any claim or issue in a Covered Dispute on any basis other than on an individual basis and may not consolidate or join one or more Covered Disputes pertaining to Franchisee or another Franchisee Related Party with any other dispute(s).

(c) Relief. The arbitrator shall have the power and authority to award any remedy or relief available under Applicable Laws, including money damages (with interest on unpaid amounts from the date due), specific performance, injunctive relief, and attorneys' fees and costs (in accordance with Article XVI, Section D (Costs of Enforcement)), except the arbitrator may not (a) declare any Mark generic or otherwise invalid or (b) award any special, consequential, exemplary, or punitive damages against either party, except as expressly provided in Section D (Mutual Waiver of Punitive Damages).

(d) Binding Decision. The decision and award of the arbitrator will be final, conclusive, and binding on all parties regarding any claims, counterclaims, issues, or accountings presented or pled to the arbitrator, and judgment on the award, including any partial, temporary or interim award, may be entered in any court of competent jurisdiction (and such proceeding shall not itself be deemed a Covered Dispute).

(e) Confidentiality. All evidence, testimony, records, documents and information disclosed in any arbitration hearing between the parties will be secret and confidential in all respects. Neither party will disclose any evidence, testimony,

records, documents or information from any arbitration hearing to any other person or entity except as required or expressly permitted by Applicable Laws.

B. Exceptions to Alternative Dispute Resolution.

1. Excepted Disputes. Unless RM consents in writing otherwise, the following Covered Disputes will not be subject to or resolved through the informal negotiation, non-binding mediation, or binding arbitration procedures specified in Section A (Alternative Dispute Resolution Procedure) and will instead be resolved through litigation in accordance with the terms hereof: (a) disputes relating to Franchisee's use of the Marks (including Lanham Act or common law claims); (b) disputes that otherwise relate to the ownership or validity of any of RM's intellectual property or the enforcement of RM's intellectual property rights; (c) disputes that involve protection of RM's Confidential Information; (d) disputes related to the enforcement of the non-competition provisions in Article XIII; and (e) disputes related to the payment of sums that any of the Franchisee Related Parties owes to any of the Franchisor Related Parties (collectively, "**Excepted Disputes**").

2. Injunctive Relief. Notwithstanding the parties' agreement to resolve Covered Disputes through the informal negotiation, non-binding mediation, and binding arbitration procedures specified in Article XV, Section A (Alternative Dispute Resolution Procedure), either party will have the right to seek temporary restraining orders and temporary or preliminary injunctive relief from a court of competent jurisdiction to obtain interim relief when deemed necessary by such court to preserve the status quo or prevent irreparable injury pending resolution of the actual Covered Dispute that would otherwise be subject to arbitration; provided, however, that such party must contemporaneously submit the Covered Dispute for arbitration on the merits as provided in Paragraph A(3) (Arbitration). In addition to any other relief available at law or equity, RM will have the right to obtain restraining orders or temporary or permanent injunctions to, among other things: (a) enforce the provisions of this Agreement related to the use or protection of the Marks, RM's confidential information, other components of the System, or other intellectual property of any of the RM Related Parties; (b) enforce the covenants in Article XIII (Covenants); (c) enforce the obligations of any Franchisee Related Party on termination or expiration of this Agreement; and (d) prohibit any act or omission by any Franchisee Related Party that is a violation of Applicable Laws or that threatens to harm the Marks, the System, or the business of other franchisees or the RM Related Parties. Franchisee agrees that the RM Related Parties will not be required to prove actual damages or post a bond in excess of $1,000 or other security in seeking or obtaining injunctive relief (both preliminary and permanent) and/or specific performance with respect to this Agreement.

3. Forum for Litigation. Any litigation related to an Excepted Dispute will be filed exclusively in the state court or United States District Court for the district in which RM has its principal place of business at the time of filing. The parties waive all objections of personal jurisdiction and venue for the purpose of carrying out this provision. Notwithstanding the foregoing, RM may enforce this Agreement in the courts of the state or states in which Franchisee is domiciled or the Franchised Business is operated.

C. **MUTUAL WAIVER OF JURY TRIAL. THE PARTIES EACH KNOWINGLY, VOLUNTARILY, AND IRREVOCABLY WAIVE ANY RIGHT TO A TRIAL BY A JURY IN ANY COVERED DISPUTE AND ANY RIGHT TO HAVE A COVERED DISPUTE BE DECIDED BY A COURT OR A JURY.**

D. **MUTUAL WAIVER OF PUNITIVE DAMAGES. EXCEPT FOR (A) CLAIMS RELATED TO THE FRANCHISEE RELATED PARTIES' OBLIGATION TO INDEMNIFY RM AND THE RM INDEMNITIES FOR THIRD-PARTY CLAIMS UNDER ARTICLE XIV (INDEMNIFICATION), (B) CLAIMS RELATED TO ANY OF THE FRANCHISEE RELATED PARTIES' INFRINGEMENT OF ANY OF THE RM RELATED PARTIES' INTELLECTUAL PROPERTY, AND (C) CLAIMS RELATED TO ANY FRANCHISEE RELATED PARTIES' BREACH OF ITS OBLIGATIONS UNDER ARTICLE VI (CONFIDENTIALITY AND IMPROVEMENTS BY THE FRANCHISEE), NEITHER PARTY WILL BE ENTITLED TO RECOVER SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES UNDER THIS AGREEMENT.**

E. **MUTUAL WAIVER OF CLASS OR COLLECTIVE ACTIONS. RM AND FRANCHISEE EACH WAIVE ANY RIGHT TO BRING ANY CLAIMS ON A CLASS-WIDE OR GROUP, REPRESENTATIVE, CONSOLIDATED, JOINT, OR COLLECTIVE BASIS. EACH PARTY MUST BRING ANY CLAIMS AGAINST THE OTHER PARTY ON AN INDIVIDUAL BASIS AND MAY NOT JOIN ANY CLAIM IT MAY HAVE WITH CLAIMS OF ANY OTHER PERSON OR ENTITY OR OTHERWISE PARTICIPATE IN A CLASS OR COLLECTIVE ACTION AGAINST THE OTHER PARTY.**

F. **TWO-YEAR LIMITATION ON CLAIMS. ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR COVERED DISPUTES WILL BE BARRED UNLESS AN ARBITRATION OR JUDICIAL PROCEEDING IS COMMENCED IN THE PROPER FORUM WITHIN TWO YEARS FROM THE DATE ON WHICH THE VIOLATION, ACT, OMISSION, OR CONDUCT GIVING RISE TO THE CLAIM OCCURS, REGARDLESS OF WHEN THE PARTY ASSERTING THE CLAIM KNEW OR SHOULD HAVE KNOWN OF THE FACTS GIVING RISE TO THE CLAIM**, except for claims (which may be brought by any RM Related Party against any Franchisee Related Party at any time): (a) relating to third-party claims or suits brought against any RM Related Party as a result of the operation of the Franchised Business; (b) relating to the enforcement of any intellectual property rights of any RM Related Party; (c) relating to Franchisee's non-payment or underpayment of amounts owed to a RM Related Party; (d) concerning the obligations of any Franchisee Related Party under Article VI (Confidentiality and Improvements by the Franchisee) or Article XIII (Covenants) of this Agreement; (e) related to the non-compliance of any Franchisee Related Parties with any post-termination obligations under this Agreement; and (f) regarding an assignment of this Agreement or any ownership interest therein.

G. No Collateral Estoppel. No arbitration finding, conclusion or award may be used to collaterally estop either party from raising any like or similar issue or defense in any subsequent arbitration, litigation, court hearing or other proceeding involving third parties, including other franchisees.

H. Remedies Not Exclusive. No right or remedy that the parties have under this Agreement is exclusive of any other right or remedy under this Agreement or under Applicable Laws. Each and every such remedy will be in addition to, and not in limitation of or substitution for, every other remedy available at law or in equity or by statute or otherwise.

I. No Recourse. Franchisee acknowledges and agrees that except as provided under an express statutory liability for such conduct, none of RM's past, present or future directors, officers, employees, incorporators, members, partners, stockholders, subsidiaries, affiliates, controlling

parties, entities under common control, ownership or management, vendors, service providers, agents, attorneys or representatives will have any liability for (i) any of RM's obligations or liabilities relating to or arising from this Agreement, (ii) any claim against RM based on, in respect of, or by reason of, the relationship between Franchisee and RM, or (iii) any claim against RM based on any of RM's alleged unlawful act or omission. For the avoidance of doubt, this provision constitutes an express waiver of any claims based on a theory of vicarious liability, unless such vicarious claims are authorized by a guarantee of performance or statutory obligation. It is not meant to bar any direct contractual, statutory, or common law claim that would otherwise exist.

J. Governing Law. Except to the extent governed by the United States Trademark Act (the Lanham Act) or the Federal Arbitration Act, this Agreement and all disputes directly or indirectly related to or arising from this Agreement shall be governed, interpreted, and construed under the laws of the State of Georgia, which laws shall prevail in the event of any conflict of law, without regard to the application of any Georgia conflict-of-law rules.

K. Survival. This Article XV will survive termination, expiration, and/or rescission of this Agreement.

ARTICLE XVI: MISCELLANEOUS

A. Construction. In this Agreement, the neuter pronoun "it" and the masculine pronouns "he" or "his" have been used to refer to the Franchisee. Where appropriate, this terminology is considered to also include both masculine and feminine genders.

B. Severability. If any provision of this Agreement is found invalid, both parties agree that all other provisions shall remain in full force and effect.

C. Effect of Waivers. No failure of RM to exercise any power reserved to it by this Agreement, or to insist on strict compliance by Franchisee with any obligation or condition hereunder and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of RM's right to demand exact compliance with any terms herein. A waiver by RM of any particular default by Franchisee shall not affect or impair RM's rights with respect to any default of the same, similar or different nature, nor shall any delay, forbearance or omission of RM to exercise any power or right arising out of any breach or default by Franchisee of any of the terms, provisions or covenants hereof affect or impair RM's rights hereunder or the right to declare any subsequent breach or default and to terminate this Agreement prior to the expiration of its term. Subsequent acceptance by RM of any payments due to it hereunder shall not be deemed to be a waiver by RM of any terms, covenants or conditions of this Agreement.

D. Costs of Enforcement. If either party to this Agreement (an "**Initiating Party**") brings any action under or in connection with this Agreement (whether an arbitration or court action) and does not prevail in such action, it shall pay, as part of any judgment or arbitrator's decision rendered against it, the attorneys' fees, arbitration filing fees, court costs, travel and living expenses, witness and deposition fees, costs of investigation and other costs related to the action (collectively "**Litigation Costs**") incurred by the other (prevailing) party in such action. If an Initiating Party does prevail in any such action, and the amount of its recovery or award exceeds the last settlement offer made by the Initiating Party to the other (non-prevailing) party, then the other (non-prevailing) party shall also pay, as part of any judgment or arbitration's decision rendered against it, the Litigation Costs incurred by the

prevailing Initiating Party.

E. Notices. Any notice required or permitted to be given hereunder shall be in writing and may be given by personal service or by forwarding a copy thereof by U.S. Certified Service mail or Federal Express or similar carrier and in the case of U.S. Certified Service mail or such carrier, shall be fully prepaid, in a sealed envelope, addressed to RM or the Franchisee, at the address that appears on page 1 of this Agreement. The addresses hereby given for the service of notice may be changed at any time by any party through written notice given to the other as herein provided.

F. Successors. This Agreement shall bind and inure to the benefit of the successors and assignees of RM and to the heirs, administrators and executors and permitted successors and assignees of Franchisee.

G. Independent Covenants. If any provision of this Agreement is found invalid, both parties agree that all other provisions shall remain in full force and effect.

H. Modifications. The Franchisee recognizes and agrees that from time to time RM may reasonably change the System presently identified with the Marks under any conditions and to any extent which RM in its sole and absolute discretion may deem advisable to meet the demands of the industry, to protect its Marks, to improve the quality of the System, or for other valid business purpose. Accordingly, RM may adopt and use new or modified Marks, copyrighted materials, products, equipment or techniques, without liability to Franchisee and Franchisee agrees to comply with such modifications. In the event of a contract change, modification of an obligation, extension of time to pay or perform any other obligation, Franchisee and each owner and/or affiliate of Franchisee shall execute a general release.

I. Right of First Refusal. Franchisee may not Transfer any interest in the Franchised Business without first offering it to RM in writing at a stated dollar price exclusive of broker fees and upon stated terms which RM may accept in writing at any time within sixty (60) days from the receipt of the written offer by the Franchisee. If RM declines or not accept the offer within the said time period the Franchisee may thereafter sell or dispose of the Franchised Business to a third party, but not at a lower price or on more favorable terms than had been offered to RM, and subject to the prior written consent of RM, as provided in Article IX of this Agreement. If the Franchised Business is not then sold by the Franchisee within six (6) months from the date it is offered to RM, then the Franchisee must re-offer to sell to RM prior to the sale to any third party.

J. Entire Agreement. This Agreement and attachments hereto contain the entire understanding of the parties hereto and it is acknowledged by both parties that, except as expressly provided in this Agreement, there are no representations, warranties or other agreements expressed or implied in any way relating to the provisions hereof. Nothing in this Agreement or in any related agreement is intended to disclaim the representations contained in the Renew Medic Franchise Disclosure Document. This Agreement when fully executed shall supersede all prior and existing agreements between the parties having to do with the subject matter of this Agreement. In the event of a breach of this Agreement, the prevailing party shall be entitled to reasonable fees, costs and expenses incurred in enforcing the provisions of this Agreement or securing damages for its breach, including, but not limited to, reasonable attorneys' fees and court costs.

K. Financing. RM does not represent that the Franchisee will qualify for Service Vehicle or any other type of financing. RM does not warrant that the Franchisee or its customers will qualify under standards set

by credit granting financial institutions. RM does not represent that any supplier will grant a line of credit to the Franchisee or the Franchisee's customers. Any failure of the Franchisee or its customers to secure such financing or financing arrangements shall not subject this Agreement to rescission or subject RM to any costs, refunds, or penalties. The Franchisee acknowledges that decisions of credit-granting firms are beyond the control of the parties to this Agreement and holds RM harmless for the results of such decisions.

L. Headings. Headings of sections or order of specific articles are deemed by the parties to be merely descriptive in nature and not intended to limit or preclude information contained therein.

M. Binding Agreement. Franchisee and its signatories to this Agreement agree to abide by all terms and conditions contained herein as individuals as well as officers or principals if incorporated.

N. Receipt of Franchise Disclosure Document. By signing this Agreement, Franchisee certifies that it has received and reviewed the Franchise Disclosure Document and its exhibits and this Agreement fourteen (14) calendar days, or ten (10) business days as may be required by Franchisee's state, prior to signing this Agreement or prior to paying any monies.

O. Significant Dates: Franchisee hereby certifies that the following information and dates are true and correct and the undersigned understands that RM is relying on these statements in consideration of entering into this Agreement:

(1)_____ The date on which Franchisee received a Franchise Disclosure Document with all exhibits. (Must be same date as date entered on Receipt Page)

(2)_____ The date of the Franchisee's first personal meeting with a Marketing Representative to discuss the possible purchase of this Franchise. (Does not apply to renewal)

(3)_____ Name of all individuals involved in Sales Process

_____

(Does not apply to renewal)

(4)_____ The date the Franchisee received a completed copy (except for signatures) of this Agreement that was later signed.

(5) _____ The date on which the Franchisee signed this Agreement.

(6) _____ The date on which the Franchisee delivered any deposit, down payment, purchase price or other payment in the form of cash, check, or other consideration.

P. Representations by Franchisee in Certain States. The following representations must be completed by, and will only apply to, all franchisees and Franchised Businesses, except those that are subject to the

state franchise disclosure laws in California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, or Wisconsin:

1. No oral, written, or visual claim or representation which contradicted the Franchise Disclosure Document was made to Franchisee except:

_____

(if none, Franchisee shall write "none").

2. No oral, written, or visual claim or representation which stated or suggested any sales, income or profit levels was made to the Franchisee except:

_____

(if none, the Franchisee shall write "none").

3. No oral, written, or visual claim or representation which stated or suggested any sales, income or profit levels was made to Franchisee except Item 19 of the Franchise Disclosure Document and:

_____

(if none, Franchisee shall write "none")

4. No oral, written, or visual claim or representation which stated or suggested any sales, income or profit levels except those made in Item 19 of the Franchise Disclosure Document were relied upon by Franchisee in signing the Agreement except:

_____

(if none, Franchisee shall write "none")

Q. Acknowledgements in Certain States. The following acknowledgements apply to all franchisees and Franchised Businesses, except those that are subject to the state franchise disclosure laws in California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, or Wisconsin:

5. Independent Investigation. Franchisee has received, read and understands this Agreement and the attachments hereto; RM has fully and adequately explained the provisions hereof to Franchisee's satisfaction; and Franchisee has been accorded sufficient time and opportunity (as may be required by state and federal law) to consider this Agreement and to consult with advisors of Franchisee's own choosing concerning the potential benefits and risks of entering into this Agreement.

6. No Financial Performance Representations. RM expressly disclaims, and Franchisee acknowledges that it has not received, any warranty, promise, or guarantee, express or implied, as to the potential volume, profits, or success of the business venture contemplated by this Agreement.

7. Acknowledgement of Risks. Franchisee acknowledges and agrees that the success of the Franchised Business contemplated to be undertaken by the Franchisee depends to a large extent upon the ability of the Franchisee or its principal(s) as independent business person(s) and upon

For all applicable franchisees: Franchisee has read this Paragraph Q, understands it and agrees with it. **Your Initials:_____/_____/**

the Franchisee's efforts, skill, business background and sales. Franchisee acknowledges and agrees that the Franchised Business may be impacted by many risks, including those outside RM's or RM's control such as economic, political or social disruption.

R. No Waiver or Disclaimer of Reliance in Certain States. The following provision applies only to franchisees and Franchised Businesses that are subject to the state franchise disclosure laws in California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, or Wisconsin:

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

S. Officers, Shareholders or Partners of Franchisee. If Franchisee is a Corporation, Partnership or Limited Liability Company, set forth below is a list of all officers, shareholders, partners or members of Franchise, their respective holdings and spouses. If Franchisee is a sole proprietor, list name of spouse below.

Name	Percentage (Total must =100%)	Office Held
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

[Signature Page on Following Page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day, year and place first above written.

RM (FRANCHISOR)
RENEW MEDIC FRANCHISING, LLC

WITNESS:

By: _____

By:_____

Title:_____

ATTEST:

FRANCHISEE

By_____
Secretary (if corporation)

By: _____
Signature of owner; partner; duly authorized officer, indicating office held; or member

SEAL (if corporation)

By: _____
(If partnership, other partner signs here) (If corporation, duly authorized officer) (If LLC, duly authorized member)

By: _____
(If third partner, the third partner signs here) (If LLC, duly authorized member)

Attachment 1

PERSONAL GUARANTY AND AGREEMENT
TO BE BOUND PERSONALLY BY THE TERMS AND CONDITIONS
OF THE FRANCHISE AGREEMENT

In consideration of the execution of the Franchise Agreement by RM, and for other good and valuable consideration, Franchisee, and if the Franchisee is an entity, each owner of a ten percent (10%) or greater beneficial interest in Franchisee, in their individual capacities do, jointly and severally hereby guaranty and agree to be personally bound for the payment of all amounts and the performance of the covenants, terms and conditions of the Franchise Agreement, to be paid, kept and performed by Franchisee as though the undersigned and each of them executed an agreement containing the identical terms and conditions of the Franchise Agreement.

In addition to the other Franchise Agreement provisions, each of the undersigned agree to be personally bound to the confidentiality provisions and covenants of the Franchise Agreement.

In addition, if Franchisee fails to comply with or defaults on any other terms and conditions of the Franchise Agreement, then the undersigned, and any successors or assigns to this agreement, do hereby, individually, jointly and severally, promise and agree to comply with the terms and conditions of the Franchise Agreement for and on behalf of Franchisee.

Notwithstanding anything in this Guaranty to the contrary, the undersigned, if Franchisee is in full compliance with this Agreement and all other agreements between the Franchisee and RM and its affiliates, shall have no personal liability for any indemnity obligation under the Franchise Agreement if and for so long as Franchisee obtains and maintains in full force and effect the insurance policies in coverages and amounts, and with the additional insureds, all as required under Article V, Paragraph K.

Each of the undersigned hereby submits to personal jurisdiction exclusively in the state and federal courts located in the metropolitan area of RM's then-current principal place of business (currently, Memphis, Tennessee) with respect to any litigation, action or proceeding pertaining to this Personal Guaranty or the Franchise Agreement and agrees that all such proceedings will and must be venued in such state. Each of the undersigned consents to and agrees that they are subject to and will abide by the dispute resolution provisions contained in the Franchise Agreement.

PERSONAL GUARANTORS

_____, individually
Signature

Print Name _____

Home Address _____

_____

_____,
individually Signature

Print Name _____

Home Address _____

_____

_____, individually
Signature

Print Name _____

Home Address _____

_____

_____,
individually Signature

Print Name _____

Home Address _____

_____

Attachment 2

SPOUSE ACKNOWLEDGMENT

My name is _____.

I am the spouse of _____.

I am aware that:

- my spouse is investing in a Renew Medic franchise;
- in connection with the franchise, my spouse is signing a Franchise Agreement, personal guarantee, and/or other documents that involve financial obligations to Renew Medic Franchising, LLC and its affiliates (the "**Franchise Documents**"); and
- Renew Medic Franchising, LLC and its affiliates are relying on all assets of my spouse, including jointly owned marital property, in accepting my spouse's obligations under the Franchise Documents.

I understand the financial obligations undertaken by my spouse in connection with the franchise, and that the Franchise Documents are being signed for the benefit of, and will be binding on, my marital community.

I understand that this Spouse Acknowledgment does not subject my separate, non-marital property to my spouse's financial obligations under the Franchise Documents.

I understand that my spouse is bound personally by the following provisions of the Franchise Agreement, and I agree to be bound by them as well: (i) the confidentiality provision in Article VI of the Franchise Agreement; (ii) the covenants in Article XIII of the Franchise Agreement; and (iii) the governing law and dispute resolution provisions in Article XV of the Franchise Agreement.

_____, individually
Signature

Print Name _____

Home Address _____

_____

EXHIBIT A-1

LICENSE OF TERRITORY

EXHIBIT A-2

TELEPHONE LISTING AUTHORIZATION AGREEMENT

THIS AGREEMENT, entered into between RENEW MEDIC FRANCHISING, LLC (hereinafter referred to as "RM"), and _____, (hereinafter referred to as "Franchisee").

WITNESSETH

WHEREAS, RM is the franchisor of the Renew Medic System and RM's parent or its affiliate is the owner of the "Renew Medic" trademark; and

WHEREAS, RM and Franchisee have entered into a Franchise Agreement (the "Franchise Agreement") pursuant to which Franchisee is granted the limited right to use the trademark and related commercial symbols in Franchisee's business telephone directory listings; and

WHEREAS, Franchisee is authorized to continue using the Renew Medic commercial symbols until such time as the Franchise Agreement is terminated or expires.

NOW, THEREFORE, the parties hereby agree as follows:

1. Franchisee is authorized to obtain separate telephone service, and/or participate in a central telephone service for Franchisee's Renew Medic franchised business. Such service shall not be used in conjunction with any other business or residential telephone service.

2. Franchisee is authorized and agrees to secure white pages and directory assistance listings only in the Franchisee's approved doing business as (d/b/a) name ("Renew Medic by ……") as listed in the Franchise Agreement. No other names may be used in conjunction with the Renew Medic trademark and no additional listings may be used with the telephone number assigned unless approved in writing in advance by RM.

3. All telephone listings, display advertising, layout, and copy shall be approved in advance in writing by RM, and Franchisee agrees that the telephone company shall not accept placements of any such copy unless written approval by RM is attached.

4. Franchisee shall be responsible for the payment of all monthly service charges, directory listings and Yellow Page advertising or reasonable share of central numbers and associated listings and advertising.

5. Franchisee agrees that such telephone number(s), namely,_____, and listings and advertisements shall be considered to be the sole property of RM. Upon termination of the Franchise Agreement for whatever reason, Franchisee agrees that Franchisee shall immediately cease all use of such telephone number(s) and listings and advertisements and that all such telephone number(s), listings and advertisements shall become the sole property of RM, at its option, subject to RM's obligation to pay all fees due therefore becoming due and payable after the date of cessation of use.

6. Franchisee, by this Agreement, hereby releases and forever discharges RM and its successors or assigns and the telephone company from liability of any kind or character which results or may result directly or indirectly from RM's exercise of its rights hereunder or from the telephone company's cooperation with RM in effecting the terms of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this day of____, 20 .

FRANCHISOR
RENEW MEDIC FRANCHISING, LLC

By:_____
Its: _____

FRANCHISEE

Name_____
Title : _____

EXHIBIT B

MRN AGREEMENT

(See attached)

RENEW MEDIC
MEDIC RESTORATION NETWORK AGREEMENT

Background Information:

A. This Medic Restoration Network Agreement (this "**Agreement**") is entered into as of the date indicated below by and between the Franchise Owner indicated below (the "**Franchisee**") and Medic Restoration Network, LLC ("**MRN**").

B. Renew Medic Franchising, LLC, as the franchisor of the Renew Medic brand (the "**Franchisor**") and the Franchisee, entered into a Franchise Agreement dated _____, 20__ (the "**Franchise Agreement**"), whereby the Franchisee has been granted the right to carry on a Franchised Business in the Renew Medic™ franchise system (the "**System**").

C. The Medic Restoration Network is a program (the "**MRN Program**") managed by MRN with the purpose of coordinating the provision of requested services by franchisees in the System to insurance carriers and their end consumers and other similar customers (the "**Customer**" and "**Customers**").

Agreement:

Now, therefore, MRN, Franchisor and Franchisee agree as follows:

A. Interpretation. All capitalized terms not otherwise defined herein shall have the same meaning as under the Franchise Agreement.

B. Franchisee Acknowledgements. Franchisee acknowledges and agrees to the following:

1. MRN has sole discretion over the management, oversight and operations of the MRN Program;
2. MRN has sole discretion to approve Franchisee for eligibility for the MRN Program;
3. Franchisee has no right to any assignments from the MRN Program and may never receive any assignments even if they are deemed eligible for the MRN Program;
4. MRN has no obligation to provide MRN Program assignments to Franchisee;
5. In addition to the terms of this Agreement, Franchisor may impose other, additional terms and conditions that apply to the MRN Program and to Franchisee in the Franchisor's Operations Manual;
6. On the effective date of this Agreement, the MRN Administration Fee is $75 for any revenue generating assignment from the MRN Program. Notwithstanding the foregoing, MRN Administration Fee may, from time to time, be increased by the Franchisor or MRN upon notice to the Franchisee;
7. Any MRN Program assignment that generates any revenue at all will be assessed a MRN Administration Fee of $75 (*e.g.*, even if the MRN Program assignment generated revenue of $1.00, the MRN Administration Fee would still be assessed). MRN will assess MRN Administration Fees regardless of whether or not the Franchisee has collected or received payment for their services from the Customer or MRN. MRN Administration Fees apply

to assignments that end in inspections, estimates, repairs, restoration, removal, re-installation, cleaning, consultation, and any other revenue generating Franchised Services;

8. Payments for services performed by Franchisee as part of the MRN Program may be paid to and collected by MRN, who will then disburse funds to the Franchisee;

9. On the effective date of this Agreement, Late Fees are $100 and are assessed each month a MRN Administration Fee is not paid by the due date. Notwithstanding the foregoing, Late Fees may, from time to time, be increased by the Franchisor or MRN upon notice to the Franchisee;

10. All MRN Administration Fees and Late Fees will be automatically drafted from the Franchisee's bank account by MRN on their due date;

11. Franchisee will uphold the standards, requirements, terms and conditions outlined in this Agreement and the Operations Manual;

12. Franchisee will comply with the terms of the Franchise Agreement in full;

13. MRN or Franchisor may, at any time, terminate Franchisee from the MRN Program;

14. MRN may discontinue the MRN Program for any reason, at any time;

15. MRN reserves the right to set off any amounts owing to MRN from any payments owed by MRN to Franchisee on account of any services provided to a Customer under the MRN program;

16. MRN may assign this Agreement to any of its affiliates or any third party, without obtaining the prior consent of Franchisee; and

17. MRN may, in its sole discretion, engage other franchisees or third-parties to service a Customer in Franchisee's Designated Territory, or may service such accounts itself or through an affiliate, without liability or compensation to Franchisee.

C. Franchisee Prerequisites. In order to become qualified, and remain qualified during the term of the Franchise Agreement (and any renewals thereto), to participate in the MRN Program, Franchisee must, at a minimum, meet the following requirements:

1. Franchisee has a current, signed Franchise Agreement with the Franchisor;

2. Franchisee is in compliance with the terms of the Franchise Agreement, including but not limited to, consistently reporting their sales to Franchisor on time, paying royalties, paying National Brand Fund contributions, and performing the Franchised Services in accordance with the terms and conditions of the Franchise Agreement and the Operations Manual;

3. Franchisee does not have any outstanding invoices past due to Franchisor, MRN, or their affiliates;

4. Franchisee, by signing this Agreement, agrees to enroll in EFT (electronic funds transfer), pay all MRN Administration Fees and Late Fees through EFT, and receive all payments related to MRN Program services from MRN via EFT before Franchisee is approved;

5. Franchisee, by signing this Agreement, agrees to attend or has already attended MRN Program technical training, operations training, sales training and marketing training provided by MRN or the Franchisor, as applicable;

6. Franchisee, by signing this Agreement, represents and warrants to MRN and the Franchisor that it carries and complies with, and will at all times carry and comply with, the Insurance Requirements in the Franchise Agreement. Franchisee has provided a certificate of insurance with proof of the Insurance Requirements to MRN prior to the date hereof;

7. Franchisee, by signing this Agreement, represents and warrants to MRN and the Franchisor that it has in place, and will at all times have in place, appropriate, reasonable and at least industry standard disaster recovery measures designed to prevent any interruptions in providing Franchised Services for Customers, and that it has established disaster contingency plans governing how its business will survive after an incident;

8. As required by the Franchise Agreement, Franchisee and its employees will drive one or more Service Vehicles to a Customer's home or business when performing Franchised Services for Customers through the MRN Program.

9. Franchisee and its employees have appropriate Renew Medic brand-identified uniforms, which must be worn to the Customer's home or business;

10. Franchisee will perform annual, national background checks on all owners of the Franchisee, any Manager of the Franchised Business, and on any employee who in their day-to-day job function comes in contact with and provides services for Customers (the "**Background Screening**"). In order for MRN to comply with the requirements of its insurance partners, no employee with a felony conviction can work on any MRN Program-related job sites. The Background Screening must include a review of the following, in the sequence shown and covering the past ten (10) years or the longest period for which records exist in such state/county (the "**Look-Back Period**"), to achieve acceptable results:

    i. Ten-Year County Criminal Background Check: Must include felony/misdemeanor county criminal record searches in the county in which the candidate currently resides, as well as all counties in which the candidate has lived, worked, or attended school, during the last five years. Must include all names the candidate has used.

    ii. Ten-Year Federal Criminal Background Check: Conducted by Federal District based on the candidate's residence history, work history, and school locations. Must include all names the candidate has used.

    iii. Education Verification: Verifies the type of diploma of the highest degree and dates of attendance/graduation.

    iv. Social Security Trace: Address and name search generated using SSN.

    v. Government Watch List: Multiple government databases associated with global terrorism, narcotics, trafficking, and those barred from contracting with government agencies including office of Financial Activity Control Compliance.

vi. National Sex Offender: Identifies individuals associated with sex related crimes.

vii. Professional License Verification: Verifies professional or technical licensing (license number, issue date, expiration date, and current status).

viii. Drug Screen: Complete a 5 panel pre-employment drug screening on all candidates before beginning an assignment.

b. Franchisee, by signing this Agreement, represents and warrants to MRN and Franchisor that it has completed the Background Screening and that each candidate passed the Background Screening (or if a candidate did not pass the Background Screening, Franchisee did not employ such candidate). For any new employees, Franchisee acknowledges and agrees that the Background Screening must be performed on, and passed by, each new candidate before hiring;

11. Franchisee agrees to verify the employment history for all employees for the past five (5) years or the three (3) most recent employers;

12. Franchisee will be Environmental Protection Agency ("**EPA**") Renovation, Repair, and Painting (RRP) lead certified within 6 months of signing this Agreement. The Franchisee agrees to maintain at all times during the term of this Agreement a current certification with the EPA for renovations involving lead-based paint and fully comply with the EPA's Lead Renovation, Repair and Painting Rule ("**LRRP Rule**"), 40CFR 745, Subpart E promulgated under the Toxic Substances Control Act ("**TSCA**"), 15 U.S.C. 2682 and 2686 and to provide a copy of such certification annually to MRN and Franchisor. Additionally, at all times during the term of this Agreement, at least one employee of Franchisee must be certified as a Certified Renovator (as defined in the LRRP Rule) and shall be responsible for training other Franchisee employees and for supervising work practices involving lead-based paint including, but not limited to, removal, clean-up and waste disposal. All removal, clean-up and waste disposal procedures involving lead-based paint must fully comply with the TSCA and the LRRP Rule. Additionally, the Certified Renovator shall maintain complete project files for the services provided to each customer for three (3) years following completion of the project in compliance with the TSCA and the LRRP Rules applicable to record-keeping. At a minimum, such project files shall include verifications of owner/occupant receipt of the Renovator Rights pamphlet or documentation of all attempts to inform, documentation of work practices, Certified Renovator certifications, and proof of training of Franchisee employees by the Certified Renovator;

a. Detailed RRP lead certification information can be found at http://www.epa.gov/lead/renovation- repair-and-painting-program

b. A list of available classes can be found at https://www.greenedu.com

13. Franchisee will have at least one employee or vendor dedicated to providing live phone and email answering between normal business hours from 8 AM – 5 PM local time on Monday through Friday;

14. Franchisee must be capable of performing and providing the following services up to or exceeding the standards of MRN and Franchisor. MRN and Franchisor have the sole discretion to determine if the capabilities of the Franchisee meet their standards. It is possible for Franchisee to only be eligible and approved to perform one service and not the other. For example, Franchisee has capabilities to perform cabinet restoration but NOT furniture restoration; franchisee could still be eligible to be on the program and only receive assignments related to cabinet restoration but not furniture restoration. Unless Franchisee is also a franchisee of Furniture Medic, Franchisee's Franchise Agreement may not permit them to perform furniture restoration.

    a. Cabinet restoration, which includes:

        i. Inspections of affected cabinetry
        ii. Estimating of cabinetry restoration
        iii. Emergency Cabinet Removal (ECR)
        iv. Safe bracing of countertops
        v. Countertop detach and reset
        vi. Custom manufacturing of cabinetry
        vii. Custom color matching
        viii. Painting and staining
        ix. Custom finishing and refinishing
        x. Cleaning and touch up of cabinetry
        xi. Stripping and sanding
        xii. Cabinet assembly
        xiii. Custom installation and re-installation of cabinetry
        xiv. Cabinetry precision repairs
        xv. Cabinetry storage
        xvi. Pick up and delivery

    b. Furniture restoration, which includes:

        i. Inspections of affected furniture
        ii. Estimating restoration of furniture
        iii. Custom color matching
        iv. Custom finishing and refinishing
        v. Precision repairs
        vi. Structural repairs
        vii. Upholstery cleaning

viii. Hard furniture cleaning

ix. Leather cleaning

x. Furniture touch up

xi. Furniture storage

xii. Pick up and delivery

15. Franchisee must have at least one person from their Franchised Business register for and attend the annual convention hosted by the Franchisor every year;

16. Franchisee agrees to provide the appropriate Franchisor-approved Renew Medic-branded marketing material to every Customer;

17. Franchisee must comply with all of the terms and conditions concerning marketing efforts in the Franchise Agreement;

18. Franchisee is required to have an Office that complies with the terms and conditions in the Franchise Agreement and the Operations Manual;

19. Franchisee is required to utilize one version of Cotality's DASH job management system. Costs may vary based on pricing changes from Cotality and MRN;

    a. One option is the lighter SSP version with expected costs of $125-250 per month.

    b. The other option is the full ASP version with expected costs of $700 per month to $1,200 per month with possible start up fees of $2,500. Renew Medic Franchisees are required to utilize this version for their entire business.

20. Franchisee is required to have at least one (1) of Verisk's Xactimate standard license used exclusively for their business. This Xactimate license cannot be shared and used by other businesses or entities or ventures the Franchisee may own or participate in or be shared by other Franchisees or businesses. Expected cost is $200 per license per month but can vary based on Verisk's and MRN pricing;

21. Franchisee is required to have access to Cotality's Claims Workspace and Mobile Claims system. Cotality may charge fees directly to the Franchisee for use of this system, none of which is collected by MRN;

22. Franchisee is required to use Quickbooks Online for accounting and finance purposes and provide financial statements to MRN on a monthly basis;

23. Franchisee is required to have all necessary licenses required by law to perform the Franchised Services in their Designated Territory. It is the sole responsibility of the Franchisee to determine what licensing is required by law in the location where they operate their Franchised Business and anywhere they may provide Franchised Services;

24. Franchisee understands that where legally possible the Franchisee must provide a three (3) year warranty period for any restoration services they provide to any Customer as part of the MRN Program;

25. Franchisee understands that Customers reserve the right to remove or suspend them from their specific program for any reason. MRN may advocate for any Franchisee that has been removed, but it is the sole decision of the Customer to either remove or suspend a Franchisee from their program. The period of suspension can range at the discretion of the Customer;

26. Franchisee understands it is Franchisee's sole responsibility to resolve all customer complaints with the Customer. If Franchisee is unable to resolve the issue, Franchisee will be responsible to pay for correcting the problem(s). MRN's only role is to facilitate the communication and accountability between the two parties involved in the complaint;

27. Franchisee understands and agrees that if MRN or Franchisor compensates, reimburses or otherwise incurs expense to address concerns or claims of a Customer for actions by the Franchisee, the Franchisee will be responsible for reimbursing MRN or Franchisor for all such costs. MRN or Franchisor will provide written notice (email being sufficient) to Franchisee of the amount and the reason the costs were incurred and Franchisee understands and agrees that the reimbursement amount will be automatically deducted from Franchisee's bank account via EFT.

D. Terms of the MRN Program. If Franchisee is approved by MRN and the Franchisor to participate in the MRN Program, then Franchisee will be subject to and agrees to comply with, all of the terms of the MRN Program below:

1. Franchisee agrees to pay all MRN Administration Fees by their due date. MRN Administration Fees are invoiced at the beginning of the second month following the month after they received the MRN assignment. Example: Franchisee receives an MRN assignment from MRN on February 10th, 2024. That assignment generates revenue greater than $0.00. At the beginning of April 2024, MRN will issue a $75 invoice for that MRN Administration Fee which will then be due on April 20th, 2024. MRN will automatically deduct that MRN Administration Fee from the Franchisee's bank account via EFT on April 20th, 2024.
2. Franchisee will provide weekly updates to Customer and MRN on all open assignments in the correct systems.
3. Franchisee will provide all communication, documents, photos, and notes for assignments in the correct systems.
4. Franchisee agrees to follow all program guidelines and Service Level Agreements ("**SLA**" or "**SLAs**") for each individual Customer by following and completing all of the necessary tasks in the correct systems.
5. Franchisee will not advise or discuss insurance coverage issues under any applicable insurance policies with the Customer. Franchisee will refer any such inquiries to the applicable representative at the insurance carrier associated with the project for such Customer.
6. Franchisee will notify MRN immediately if they receive a payment that does not belong to them.

7. Franchisee will ensure they are not claiming payments for MRN for jobs that were completed by another Franchisee or jobs that should not have been paid by the Customer.
8. Franchisee will be proactive in notifying MRN in writing via email any request to be turned off of the MRN Program temporarily. Reasons to include: at maximum capacity, illness or on vacation.
9. Franchisee understands that to be reactivated, after being turned off for any reason, they must notify MRN in writing, via email, requesting to be turned back on.
10. Franchisee will be open for business and answering phone calls, emails, and texts in a timely manner from 8:00 AM to 5:00 PM local time on Monday through Friday of each week.
11. Franchisee must provide repair and replacement cost opinion values on inspection reports except for specific Customers as indicated in the program guidelines.
12. Franchisee will respond within 24 hours to MRN or the Franchisor when request is made for information, documentation, or status updates. Failure to do so may result in removal from the MRN Program.
13. Franchisee will use the standardized documents provided by MRN or the Franchisor including but not limited to inspection reports, estimates, work authorizations, certificates of satisfaction, and invoices.
14. Franchisee will participate in customer service results survey and net promoter score (NPS) program.
15. Franchisee will manage all MRN assignments in the correct systems.
16. Franchisee will not reject an MRN assignment from and then produce the job locally for the company outside of the MRN Program.
17. Franchisee will not transfer any assignments or jobs that they have received from MRN to any other Franchisee or any other company. If Franchisee is unable to perform the job, contact MRN for re-assignment immediately.
18. All Franchisee invoices for completed MRN Program services should be paid by the Customer to MRN. It is suggested that the Franchisee includes payment information to the Customer when sending a copy of the invoice.
19. Franchisee and all of their employees and vendors who provide service to Customers must adhere to the MRN Program Code of Conduct included in this Agreement. Certain Customers may have their own separate Code of Conduct which Franchisees must adhere to. It is the Franchisee's sole responsibility to ensure any Code of Conduct specific to certain Customers is also followed by them and their employees.

E. MRN Code of Conduct

This Code of Conduct must be adhered to by Franchisee, the Franchisee's owners, any Manager of the Franchised Business, the Franchisee's employees and the Franchisee's representatives. References to "you" or "your" are references to Franchisee or Franchisee's owners, representatives, Manager(s) and their employees. Your professionalism and quality work is your best salesman.

Naturally, as representatives of the Medic Restoration Network, your actions should always be unquestionably proper. You agree to:

1. Maintain a neat and professional appearance (identification, personnel and equipment).
2. Have no criminal convictions.
3. Exhibit a professional demeanor.
4. Be prompt and timely deliver the Franchised Services in accordance with commitments made to the Customer(s).
5. Be prepared for the job. Have all required equipment and information when entering a Customer's home or business.
6. Be a licensed, insured, courteous and safe driver.
7. Offer identification when meeting the Customer(s).
8. Do not offer gifts or gratuities to any Customers that would be in violation of laws or regulations or guidelines of specific Customers.
9. Conduct and discuss claim assignment related information only with the appropriate adjuster or carrier representatives.
10. Do not discuss policy information/coverage with the Customer, unless authorized by an adjuster or carrier representative.
11. Do not disclose any Customer information to any third parties.
12. Do not speak poorly of your team, the Franchisor, or other Customers to anyone.
13. Do not provide advice on areas outside your expertise.
14. Always restore and clean your work area.
15. Do not suggest contractors.
16. Do not discuss deductibles with the policy holder.
17. Do not use the Customer's restroom.
18. Do not use the Customer's phone or computer.
19. Respect the Customer's privacy and home or business.
20. Never use anything belonging to the Customer without obtaining permission from the Customer first.
21. Use cell phones allowed for work related tasks only.
22. Do not eat in a Customer's home or business.
23. Do not enter premises unless an adult is present or you have authorization.
24. Use professional language. Never curse or use profane language on a job site or when in the presence of Customers.
25. Do your best to accommodate Customer's timeframe.

26. Restrict use of Customer's premises to work area.
27. Explain process and timeframes to the Customer upfront and update them as required.
28. Maintain only professional relationships and conduct with the Customer, Customer's family members and other employees.
29. Comply with all laws, rules and regulations applicable to the Franchised Services.
30. Do not consume or use any nicotine, tobacco, vapes, alcohol, illegal drugs, or other similar products while in the presence of Customers or in the Customer's home or business.
31. Clean up the work area when leaving.
32. Always ensure the property is left safe and secure.
33. Maintain and leave a safe working environment.
34. Do not play any music or the radio in the work area or in the Customer's home or business.
35. Do not remove or move any Customer's property unless authorized.
36. Permit only work-related personnel into the work area.
37. Limit photos and videos to those that are work-related.

FDD EXHIBIT B

FINANCIAL STATEMENTS AND GUARANTY

(See Attached)

Form E – Guarantee of Performance

GUARANTEE OF PERFORMANCE

For value received, TCB Services HoldCo, LLC, a Delaware limited liability company (the "Guarantor"), located at 3060 Peachtree Road, NW, Suite 201, Atlanta, Georgia 30305- absolutely and unconditionally guarantees to assume the duties and obligations of Renew Medic Franchising, LLC, located at 57 Germantown Court, Suite 201, Cordova, Tennessee 38018 (the "Franchisor"), under its franchise registration in each state where the franchise is registered, and under its Franchise Agreement identified in its Renew Medic Franchise Disclosure Document, as it may be amended, and as that Franchise Agreement may be entered into with franchisees and amended, modified or extended from time to time. This guarantee continues until all such obligations of the Franchisor under its franchise registrations and the Franchise Agreement are satisfied or until the liability of Franchisor to its franchisees under the Franchise Agreement has been completely discharged, whichever first occurs. The Guarantor is not discharged from liability if a claim by a franchisee against the Franchisor remains outstanding. Notice of acceptance is waived. The Guarantor does not waive receipt of notice of default on the part of the Franchisor. This guarantee is binding on the Guarantor and its successors and assigns.

Signed at MEMPHIS, TENNESSEE, on May 14, 2026
[Insert City Above] [Insert State Above]

Guarantor:

TCB Services HoldCo, LLC

By: _____
Name: Christopher Gammill
Title: President and Chief Executive Officer

TCB Services HoldCo, LLC and Subsidiaries

Independent Auditor's Report and Consolidated Financial Statements

December 31, 2025 and 2024

TCB Services HoldCo, LLC and Subsidiaries
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December 31, 2025 and 2024

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Independent Auditor's Report

Board of Managers
TCB Services HoldCo, LLC and Subsidiaries
Memphis, Tennessee

Opinion

We have audited the consolidated financial statements of TCB Services HoldCo, LLC and Subsidiaries (the "Company"), which comprise the consolidated balance sheets as of December 31, 2025 and 2024, and the related consolidated statements of comprehensive loss, changes in members' equity, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2025 and 2024, and the results of its operations 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 (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Consolidated Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated 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 consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern within one year after the date that the consolidated financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Consolidated Financial Statements

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

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated 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 consolidated financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Forvis Mazars, LLP

Birmingham, Alabama
April 27, 2026

TCB Services HoldCo, LLC and Subsidiaries
Consolidated Balance Sheets
December 31, 2025 and 2024

	2025	2024
ASSETS		
Current Assets		
Cash	$ 1,287,592	$ 1,736,027
Accounts receivable, net	1,671,330	1,744,530
Other receivables	288,379	485,856
Contract costs	1,084,517	-
Prepaid expenses and other current assets	315,383	337,782
Total Current Assets	4,647,201	4,304,195
Property and equipment, net	916,082	1,105,077
Right-of-use assets - operating	2,040,814	1,556,153
Goodwill, net	12,077,412	13,591,343
Intangible assets, net	10,950,105	11,920,040
Deferred tax assets	126,091	94,570
Notes receivable	22,521	149,239
Total Assets	$ 30,780,226	$ 32,720,617
LIABILITIES AND MEMBERS' EQUITY		
Current Liabilities		
Accounts payable	$ 956,170	$ 1,188,298
Accrued expenses and other payables	422,383	736,452
Deferred revenue	1,565,696	484,468
Current portion of notes payable	778,571	821,429
Current portion of convertible notes payable	1,326,799	-
Line of credit	500,000	500,000
Current portion of operating lease liabilities	647,737	493,454
Total Current Liabilities	6,197,356	4,224,101
Noncurrent Liabilities		
Notes payable, net of current portion and deferred financing fees	5,987,811	6,664,418
Convertible notes payable, net of current portion	1,290,863	-
Operating lease liabilities, net of current portion	1,471,714	1,086,655
Total Liabilities	14,947,744	11,975,174
Members' Equity	15,832,482	20,745,443
Total Liabilities and Members' Equity	$ 30,780,226	$ 32,720,617

TCB Services HoldCo, LLC and Subsidiaries
Consolidated Statements of Comprehensive Loss
Years Ended December 31, 2025 and 2024

	2025	2024
Net Revenues	$ 15,950,701	$ 9,237,267
Operating Expenses		
Subcontractor costs	511,338	1,208,476
Salaries and wages	5,433,866	4,172,708
Depreciation and amortization	2,835,440	2,361,412
General and administrative	5,914,725	4,707,220
Company owned locations operating costs	5,987,887	2,118,173
Transaction costs	-	467,000
	20,683,256	15,034,989
Loss from Operations	(4,732,555)	(5,797,722)
Other Expense (Income)		
Interest expense	1,047,695	347,731
Other income	(117,304)	(24,210)
Loss Before Income Taxes	(5,662,946)	(6,121,243)
Income tax benefit	27,468	137,167
Net Loss	(5,635,478)	(5,984,076)
Other Comprehensive Income		
Unrealized foreign currency translation gain (loss)	114,057	(199,120)
Comprehensive Loss	$ (5,521,421)	$ (6,183,196)

TCB Services HoldCo, LLC and Subsidiaries
Consolidated Statement of Members' Equity
Years Ended December 31, 2025 and 2024

	Class A Units	Class B Units	Accumulated Deficit	Accumulated Other Comprehensive Income (Loss)	Total
Balance, December 31, 2023	$ 29,200,000	$ 51,165	$ (3,176,320)	$ 7,688	$ 26,082,533
					-
Members' contribution	750,000	-	-	-	750,000
Share-based compensation	-	96,094	-	-	96,094
Unrealized foreign currency translation loss	-	-	-	(199,120)	(199,120)
Net loss	-	-	(5,984,064)	-	(5,984,064)
Balance, December 31, 2024	29,950,000	147,259	(9,160,384)	(191,432)	20,745,443
Members' contribution	500,000	-	-	-	500,000
Share-based compensation	-	108,460	-	-	108,460
Unrealized foreign currency translation gain	-	-	-	114,057	114,057
Net loss	-	-	(5,635,478)	-	(5,635,478)
Balance, December 31, 2025	$ 30,450,000	$ 255,719	$ (14,795,862)	$ (77,375)	$ 15,832,482

TCB Services HoldCo, LLC and Subsidiaries
Consolidated Statements of Cash Flows
Years Ended December 31, 2025 and 2024

	2025	2024
Operating Activities		
Net loss	$ (5,635,478)	$ (5,984,064)
Adjustments to reconcile net loss to net cash used in operating activities		
Depreciation and amortization	2,835,440	2,361,412
Provision for credit losses	190,453	356,794
Share-based compensation	108,460	96,094
Provision for deferred taxes	(31,521)	(94,570)
Deferred financing costs amortization	63,957	22,347
Paid-in-kind interest	198,527	30,232
Non-cash operating lease expense	716,906	430,924
Changes in assets and liabilities		
Accounts receivable	(117,253)	156,840
Prepaid expenses and other current assets	22,399	(125,439)
Contract costs	(1,084,517)	-
Other receivables	197,477	-
Accounts payable	(232,131)	336,952
Accrued expenses and other payables	(314,069)	(19,372)
Deferred revenue	1,081,228	51,577
Operating lease liabilities	(662,225)	(406,968)
Net Cash Used in Operating Activities	(2,662,347)	(2,787,241)
Investing Activities		
Acquisitions	-	(3,098,429)
Purchases of property and equipment	(66,670)	(470,883)
Capitalized software development costs	-	(24,225)
Payments received on notes receivable	126,719	119,485
Net Cash Provided (Used) in Investing Activities	60,049	(3,474,052)
Financing Activities		
Borrowings on notes payable	-	5,250,000
Borrowings on convertible notes payable	2,500,000	-
Payments on notes payable	(864,286)	-
Proceeds on revolving line of credit, net	-	500,000
Financing costs	-	(316,732)
Members' contributions	500,000	750,000
Net Cash Provided by Financing Activities	2,135,714	6,183,268
Net Decrease in Cash	(466,584)	(78,025)
Effect of foreign currency exchange rate changes	18,149	(47,810)
Cash, Beginning of Period	1,736,027	1,861,862
Cash, End of Period	$ 1,287,592	$ 1,736,027

Note 1. Organization and Nature of Business

TCB Services Holdco, LLC and Subsidiaries ("HoldCo") was formed on February 24, 2023 under the laws of the state of Delaware as a limited liability company, for the purpose of acquiring the membership interests of TCB Services Holdings, LLC, TCB Services LTD., and TCB Group Holdings Ltd. under the terms of the purchase agreement dated March 31, 2023 (the “Transaction”). On March 31, 2023, the members of Holdco executed the Amended and Restated Limited Liability Company Agreement and capitalized HoldCo. HoldCo through its subsidiaries (collectively, the "Company") is a franchisor of furniture repair and home inspection companies.

Note 2. Summary of Significant Accounting Policies

Basis of Presentation

The consolidated financial statements of the Company have been prepared in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP") on the accrual basis of accounting. The accompanying consolidated financial statements include the accounts of the Company. All significant intercompany balances and transactions have been eliminated in consolidation. The accompanying consolidated financial statements are presented for the years ended December 31, 2025 and 2024

Use of Estimates

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenues and expenses during the reporting period. Significant estimates made by management in connection with the preparation of the accompanying consolidated financial statements include the fair value of long-lived assets, allowance for credit losses, goodwill and intangible asset considerations, useful lives of long-lived assets and intangible assets, and assumptions utilized in determination of equity incentive. Actual results could differ from those estimates.

Cash

The Company maintains cash depository accounts, which, at times, may exceed federally insured limits. This risk is mitigated by maintaining all deposits in high quality financial institutions. The Company has not experienced any losses in such accounts.

Accounts Receivable

The Company records accounts receivable at their estimated net realizable value. Management monitors accounts receivable for delinquency and provides for probably uncollectible amounts through a charge to earnings and a credit to the valuation allowance based on its assessment of the current status of individual accounts, any known trends or uncertainties related to customer billing and account collectability, current economic conditions, and reasonable supportable economic forecasts. Balances that remain outstanding after the Company has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable. Management has determined that an allowance for credit losses of approximately $268,000 and $366,000 was necessary as of December 31, 2025 and 2024, respectively. The opening balance of accounts receivable, net totaled approximately $1,629,000 as of January 1, 2024.

Contract Costs

The Company capitalizes incremental costs incurred to obtain new customer contract, which primarily consist of brokerage commissions paid to third parties upon successful signing of new franchise and area development agreements. Capitalized contracts are amortized over 6 months which is consistent with the transfer of the customer services to which the asset relates, primarily the initial franchise fees revenue. The Company had approximately $1,085,000 of deferred contract costs as of December 31, 2025. Amortization of contract costs was approximately $653,000 during the year ended December 31, 2025.

Notes Receivable

Notes receivable are carried at face value less an allowance for credit losses. Management monitors notes receivable for delinquency and provides for estimated losses for specific receivables that are not likely to be collected. When determining the collectability of specific customer accounts, management considers customer credit-worthiness, past transaction history with the customer, current economic and industry trends, changes in customer payment trends, and reasonably supportable economic forecasts. No allowance for credit losses was deemed necessary as of December 31, 2025 and 2024.

Property and Equipment

Property and equipment are remeasured to the estimated fair value for assets acquired from acquisitions, less accumulated depreciation and amortization. Property and equipment acquired in the ordinary course of business are stated at cost at the date of purchase, less accumulated depreciation. Major expenditures and those that substantially increase useful lives are capitalized. Depreciation is determined using the straight-line method over the estimated useful lives of the assets:

Tools machinery and equipment	5 years
Vehicles	5 years
Furniture and fixtures	5 years
Computer equipment	5 years

Leasehold improvements are amortized over the lease term or the estimated useful life of the related asset, whichever is shorter.

Goodwill

The Company applies the provisions of Accounting Standards Codification (“ASC”) Topic 805, *Business Combinations*, to its acquisitions. ASC 805 provides guidance regarding the recognition and measurement of goodwill and other acquired intangible assets and requires separate recognition of intangible assets acquired if the benefit of the asset is obtained through contractual or other legal rights, or if the asset can be sold, transferred, licensed, rented, or exchanged. Goodwill is recognized to the extent that the fair value of consideration paid for the acquisition exceeds the estimated fair value of the net assets acquired, including other identifiable intangible assets.

The Company amortizes goodwill on a straight-line basis over 10 years and tests goodwill for impairment at the entity level. Goodwill is tested for impairment only when a triggering event occurs, or circumstances change that indicate the fair value of the entity may be less than the carrying value. No impairment indicators exist as of December 31, 2025 and 2024.

Intangible Assets

Identifiable intangible assets were acquired in connection with the Transaction, as disclosed in Note 3, and relate to the trade names and franchise relationships. The Company amortizes the trade names on a straight-line basis over 10 years and franchise relationships on a straight-line basis over 15 years. Intangible assets are periodically evaluated as to the recoverability of carrying values. Management determined that no impairment exist as of December 31, 2025 and 2024.

Long-Lived Assets

The Company evaluates the recoverability of long-lived assets, such as property and equipment, when events or circumstances indicate that these assets may not be recoverable. The Company determines the recoverability of such assets by comparing an asset group's respective carrying value to estimates of the sum of the undiscounted future cash flows expected to result from its asset group. No impairment charge was required during the years ended December 31, 2025 and 2024.

Deferred Financing Fees

Deferred financing fees are capitalized and amortized on a straight-line basis, which approximates the effective interest method, over the term of the related debt. Amortization of deferred financing fees is included as a component of interest expense on the consolidated statements of comprehensive loss.

Revenue Recognition

Under Financial Accounting Standards Board ("FASB") Accounting Standards Codification ("ASC") Topic 606, *Revenue from Contracts with Customers*, revenue is recognized when a customer obtains control of promised goods or services and is recognized in an amount that reflects the consideration which the entity expects to receive in exchange for those goods or services. The principles are applied using a five-step model that includes 1) identifying the contract(s) with a customer, 2) identifying the performance obligations in the contract, 3) determining the transaction price, 4) allocating the transaction price to the performance obligations in the contract, and 5) recognizing revenue when (or as) the entity satisfies the performance obligation. ASC 606 also requires disclosure of the nature, amount, timing, and uncertainty of revenue and cash flows arising from contracts with customers.

The Company derives its revenues from national account sales, royalties from franchisees and for services performed by its wholly owned franchisees. Revenues are recognized when control of the promised goods or services is transferred to customers in an amount that reflects the consideration the Company expects to be entitled to receive in exchange for those goods or services. The Company applies the five-step model under FASB ASC Topic 606, *Revenue from Contracts with Customers*, to determine when revenue is earned and recognized.

The Company previously elected the practical expedient available to private companies under ASU 2021-02 *Franchisors-Revenue from Contracts with Customers*, to account for pre-opening activities as one distinct performance obligation. The initial franchise fees are payable based on contract terms prior to the franchise opening. The initial franchise fee is allocated to the preopening activities performance obligation using the cost plus margin approach. These fees are billed in advance and recorded as deferred revenue, then recognized on a straight-line basis over a 6-month period. The opening balance of deferred revenue was approximately $0 as of January 1, 2024. Royalty revenues are recognized over the term of the respective franchise agreement based on the royalties earned each period as the underlying sales occur.

The Company receives a significant portion of its revenue from sales-based royalties, admin fees, advertising fees and other fees charged to franchisees. These fees are determined as a percentage of sales and are recognized in the period earned by the Company.

The Company, as a Franchisor, negotiates contracts with national customers on behalf of the franchisees. In these relationships the company acts as the vendor for the contracted national customers and charges a price per work order to the customer based on the pre-negotiated contract. The Company acts as the principal in its national accounts program and will report revenue on a gross basis in accordance with U.S. GAAP.

The Company receives a significant portion of its revenue from its wholly owned franchisees, which primarily consists of services performed for the franchisees' customers. Revenues and the related costs of revenue are recognized upon completion of services.

Total revenue by revenue stream is as follows:

	2025	2024
Royalty and other related franchisor revenues	$ 5,048,842	5,226,442
National Ad Fund fees	1,046,805	1,082,251
Wholly owned franchisees, service revenue	9,855,054	2,928,574
Total Revenue	$ 15,950,701	$ 9,237,267

General and Administrative Expenses

General and administrative expenses consist of costs associated with administration and support functions related to the Company's existing business as well as growth and development activities. These costs primarily consist of advertising, IT, and professional expenses.

Franchise Agreements

Franchise agreements are available for a territory over a specified period of time. The franchise agreement defines the territory the new franchise is able to serve. New franchisees are required to pay the Company an initial franchise fee plus a monthly royalty fee of 7%, and market and advertising fee of 2% to 3% of the franchisee's monthly gross receipts for the duration of the franchise agreement.

Advertising

Advertising costs are expensed as incurred. Advertising expense was approximately $515,000 and $507,000 for the years ended December 31, 2025 and 2024, respectively. Advertising costs are included in general and administrative expenses in the consolidated statements of comprehensive loss.

Income Taxes

The Company is organized as a limited liability company that is disregarded for federal income tax purposes. The Company owns 100% of the interests in other limited liability companies that are also disregarded for federal income tax purposes.

Separately, the Company operates in Canada through its subsidiary, TCB Services Ltd., which is subject to a royalty tax on foreign entities. The related amounts are included in income tax expense within the consolidated statements of comprehensive loss within income tax expense for the years ended December 31, 2025 and 2024 and a corresponding deferred tax asset and liability of approximately $126,000 and $95,000, respectively is included within deferred tax assets and accrued expenses and other payables on the accompanying consolidated balance sheet as of December 31, 2025 and 2024, respectively.

Fair Value Measurements

Fair value as defined under GAAP is an exit price, representing the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. US GAAP establishes a three-tier fair value hierarchy, which prioritizes the inputs used in measuring fair value. These tiers include:

Level 1 Observable inputs such as quoted prices in active markets.

Level 2 Inputs other than quoted prices in active markets that are either directly or indirectly observable.

Level 3 Unobservable inputs about which little or no market data exists, therefore requiring an entity to develop its own assumptions.

Financial instruments are classified in their entirety based on the lowest level of input that is significant to the fair value measurement. The Company's assessment of the significance of a particular input to the fair value measurement requires judgment and may affect the valuation of fair value financial instruments and their placement within the fair value hierarchy levels.

There were no Class B Units granted during the years ended December 31, 2025 and 2024.

Share-Based Compensation

Certain of the Company's employees are party to a share-based compensation arrangement established by TCB Services Management, LLC, an affiliate of the Company, as approved by the Board of Managers. Management accounts for the awards granted to employees in accordance with ASC 718 *Compensation - Stock Compensation*, which requires compensation cost related to share-based payments, classified as equity awards, to be measured based on the grant date fair value of the award. The Company recognizes compensation cost over the requisite service period. The Company's accounting policy is to recognize forfeitures as they occur.

Leases

The Company accounts for its contracts in accordance with ASC 842, *Leases*, which requires lessees to recognize the assets and liabilities on the consolidated balance sheets for the rights and obligations created by leases with lease terms of more than twelve months, amends various other aspects of accounting for leases by lessees and lessors, and requires enhanced disclosures. The Company determines if an arrangement is a lease or contains a lease at inception. Leases result in the recognition of right of use ("ROU") assets and lease liabilities on the consolidated balance sheets. ROU assets represent the right to use an underlying asset for the lease term, and lease liabilities represent the obligation to make lease payments arising from the lease, measured on a discounted basis. The Company determines lease classification as operating or finance at the lease commencement date.

At lease inception, the lease liability is measured at the present value of the lease payments over the lease term.

The ROU asset equals the lease liability adjusted for any initial direct costs, prepaid or deferred rent, and lease incentives. The lease liability is subsequently measured by increasing the carrying amount to reflect interest on the lease liability and by reducing the carrying amount to reflect lease payments made. The ROU asset is subsequently measured by reducing the carrying amount for amortization.

The Company uses the implicit rate when readily determinable. As most of the leases do not provide an implicit rate, the Company has elected to use the risk-free rate at the commencement date to determine the present value of lease payments.

Foreign Currency Translations

The assets and liabilities of TCB Services Ltd., which are denominated in the local currency, the functional currency, are translated into U.S. dollars using rates of exchange at each balance sheet date. Revenues and expenses are translated at weighted-average rates of exchange in effect during the period earned. Exchange gains and losses on intercompany balances of a long-term nature are recorded as a translation adjustment. The cumulative effect resulting from such translation is reflected as accumulated other comprehensive income.

Note 3. Business Combinations

2024 Acquisitions

During the year ended December 31, 2024, the Company completed the acquisition of 4 of its franchisees located throughout the United States. The aggregate fair value of consideration paid was approximately $5,113,000, consisting of $2,613,000 in cash and $2,500,000 in seller notes (see Note 9), and was financed primarily through proceeds from debt borrowings and cash from operations. The acquisitions were recorded in accordance with Accounting Standards Codification ("ASC") 805, *Business Combinations* and accordingly the consideration paid was allocated to the acquired net assets at their estimated fair values.

The consideration paid in 2024 was allocated to the net assets acquired based upon their estimated fair values at the dates of acquisitions as follows:

Assets acquired	
Accounts receivable	$ 640,604
Prepaid expenses and other current assets	22,171
Property and equipment	689,918
Right-of-use asset - operating	157,862
Total identifiable assets acquired	1,510,555
Liabilities assumed	
Deferred revenue	432,891
Accounts payable	118,707
Accrued liabilities	297,126
Operating lease liability	157,862
Total liabilities assumed	1,006,586
Total identifiable net assets	503,969
Goodwill	4,608,604
Total net assets acquired	$ 5,112,573

The fair value of assets acquired includes receivables with a fair value of $640,604. There are no expected uncollectible receivables.

The excess of the purchase price over the amounts allocated to identifiable assets and liabilities is recorded as goodwill. Goodwill includes, but is not limited to, the value of the customer relationships, workforce in place, expected ability to generate future profits and cash flows in the marketplace, an established going concern, and other unidentifiable intangible assets.

The Company recorded net working capital settlement receivables in the amount of $485,856 in conjunction with the current year acquisitions which is recorded within other receivables on the accompanying consolidated balance sheet. Approximately $76,000 of the estimated net working capital settlement at acquisition date is provisional and based on information available as of the transaction date. The Company believes that information provides a reasonable basis for estimating the net working capital receivable balance. The provisional measurements are subject to change and such changes could be significant.

Transaction related costs of $467,000 were paid and included as operating expenses in the consolidated statements of comprehensive loss for the year ended December 31, 2024.

Note 4. Property and Equipment, net

Property and equipment consisted of the following as of December 31:

	2025	2024
Tools machinery and equipment	$ 482,565	$ 465,160
Vehicles	464,734	464,103
Furniture and fixtures	86,883	79,639
Leasehold improvements	134,120	129,925
Computer equipment	115,018	71,975
	1,283,320	1,210,802
Accumulated depreciation	(367,238)	(105,725)
	$ 916,082	$ 1,105,077

Depreciation expense was approximately $256,000 and $98,000 for the years ended December 31, 2025 and 2024, respectively.

Note 5. Goodwill and Intangible Assets

The changes in the carrying value of goodwill consisted of the following as of December 31:

	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount
Beginning balance, January 1, 2024	$ 11,090,844	$ (832,584)	$ 10,258,260
Goodwill related to acquisitions of businesses	4,608,604	-	4,608,604
Foreign currency translation	(50,848)	-	(50,848)
Amortization	-	(1,224,673)	(1,224,673)
Balance, December 31, 2024	15,648,600	(2,057,257)	13,591,343
Foreign currency translation	30,680	-	30,680
Amortization	-	(1,544,611)	(1,544,611)
Balance, December 31, 2025	$ 15,679,280	$ (3,601,868)	$ 12,077,412

Amortization expense of goodwill was approximately $1,545,000 and $1,225,000 during the years ended December 31, 2025 and 2024, respectively. Future amortization of goodwill is expected to be approximately $1,557,000 per year for the next five years.

Changes to gross carrying amount of goodwill due to translation adjustments were approximately $31,000 and ($51,000) as of December 31, 2025 and 2024, respectively.

Intangible Assets

	2025			
	Useful Life	Gross Value	Accumulated Amortization	Net Value
Tradenames	10 years	$ 3,354,072	$ (922,599)	$ 2,431,473
Franchise Relationships	15 years	10,437,563	(1,918,931)	8,518,632
		$ 13,791,635	$ (2,841,530)	$ 10,950,105

	2024			
	Useful Life	Gross Value	Accumulated Amortization	Net Value
Tradenames	10 years	$ 3,334,135	$ (588,231)	$ 2,745,904
Franchise Relationships	15 years	10,369,555	(1,219,643)	9,149,912
Internal use software	3 years	30,073	(5,849)	24,224
		$ 13,733,763	$ (1,813,723)	$ 11,920,040

Amortization expense of intangible assets was approximately $1,034,000 and $1,039,000 during the years ended December 31, 2025 and 2024, respectively. Future amortization is expected to be approximately $1,028,000 per year for the next five years.

Changes to gross carrying amount of intangible assets due to translation adjustments were approximately $88,000 and ($106,000) as of December 31, 2025 and 2024, respectively.

Note 6. Notes Receivable

Note receivables represents company-offered financing of initial franchise fees and working capital loans to certain franchisees. The related notes are secured with the franchisee's business as pledged collateral. The notes receivable balance as of December 31, 2025 and 2024 of approximately $23,000 and $149,000, respectively, consisted of 5 or 7 year notes, paid monthly, which earns interest of 6.0% to 8.5% or Prime plus 2% per annum, and is classified as a non-current asset on the Company's consolidated balance sheets.

Note 7. Line of Credit

On June 15, 2023, the Company entered into a $500,000 revolving line of credit expiring in August 2026. The line is collateralized by substantially all of the Company's assets. Interest varies with the bank's prime rate, which was 6.74% and 7.38% at December 31, 2025 and 2024, respectively, and is payable monthly.

Note 8. Notes Payable

The Company's notes payable consisted of the following as of December 31:

	2025	2024
Note payable to a financial institution of $5,250,000, monthly interest payments at 12% cash rate and 1.5% paid-in-kind ("PIK"), due upon maturity July 1, 2029.	$ 5,361,098	$ 5,280,232
Note payable of $1,200,000, due in quarterly payments of $42,857, including interest of 6% per annum, maturing November 2031.	985,714	1,200,000
Note payable of $950,000, due in yearly payments of $475,000, maturing October 2026.	475,000	950,000
Note payable of $350,000, due in yearly payments of $175,000, including interest of 3% per annum, maturing July 2026.	175,000	350,000
Total current and long-term notes payable	6,996,812	7,780,232
Current portion	(778,571)	(821,429)
Unamortized deferred financing costs	(230,430)	(294,385)
	$ 5,987,811	$ 6,664,418

Future maturities of notes payable as of December 31, 2025 are as follows:

2026	$ 778,571
2027	171,429
2028	171,429
2029	5,532,526
2030	171,429
Thereafter	171,428
	$ 6,996,812

Note 9. Convertible Notes Payable (Related Party)

During the year ended December 31, 2025, the Company executed convertible notes payable agreements with its members to receive two rounds of funding. The Company received $1,250,000 and $1,250,000 of convertible notes payable proceeds on April 4, 2025 and August 7, 2025, respectively. Under the terms of the agreements, interest accrues at a rate of 8% per annum and is considered PIK and settled at maturity. The Company recorded approximately $118,000 of interest expense related to the convertible notes payable on the consolidated statements of comprehensive loss in the year ended December 31, 2025. The notes mature 18 months after issuance at which time all outstanding principal and interest is due. In the event the Company is unable to repay the notes at maturity date, the notes will automatically convert into units of equity that include a liquidity preference. In the event of conversion, the members holding the notes will receive total equity units in an amount equal to one share for every $100 of total outstanding principal and interest at the conversion date. Additionally as the Company has incurred recurring losses and negative cash flows from operations, the Company has received a commitment from the same related party to provide additional funds through April 30, 2027 to meet liquidity needs not covered by operations.

Note 10. Leases

The Company leases its Company owned location restoration shops under non-cancelable lease agreements.

Lease Term and Discount Rate

	2025	2024
Weighted average lease term - operating leases	2.84 years	3.35 years
Weighted average discount rate - operating leases	4.01%	4.26%

Lease Costs

The following table provides certain information related to the lease costs for operating leases, which are included within company owned locations operating costs in the accompanying consolidated statements of comprehensive loss, during the years ended December 31, 2025 and 2024:

	2025	2024
Operating lease cost	$ 981,916	$ 403,190

Other Information

	2025	2024
Cash paid for amounts included in the measurement of lease liabilities		
Operating cash flows	$ 708,299	$ 300,664
Right-of-use assets obtained in exchange for new operating lease liabilities	$ 1,201,567	$ 1,829,215

Future minimum lease payments and reconciliation to the consolidated balance sheet at December 31, 2025 are as follows:

2026	$ 727,850
2027	645,560
2028	558,396
2029	213,055
2030	121,176
Total undiscounted minimum lease payments	2,266,037
Imputed interest	(146,586)
Present value of future minimum lease payments	$ 2,119,451

Note 11. Members' Equity

The Company is a limited liability company with two classes of units, Class A and Class B. As of December 31, 2025 and 2024, the Company had issued and outstanding 30,049 and 29,669 Class A Units, respectively. Each Class A Unit has one voting right and all distributions will be made pro rata commensurate with each members' ownership interest. Class B Units issued with the equity incentive plan are nonvoting.

Equity Incentive Plan

The Company issued certain time and performance vesting Units pursuant to the TCB Services Management, LLC Equity Incentive Plan (the "Equity Plan"). The Company has accounted for the Units within its consolidated financial statements as the Unit holders are providing services directly related to the Company and its subsidiaries. The aggregate number of units that may be issued or transferred under the Equity Plan is 2,000 Units. Units granted under the plan have been allocated into two groups based on their vesting criteria: time vesting and performance vesting Units.

Time vesting Units are equity classified awards, vest over a 5-year period and will vest 20% on each anniversary date of the date of grant. The Company recognizes compensation expense over a straight-line period of 5 years and has recorded compensation expense of approximately $108,000 and $96,000 for the years ended December 31, 2025 and 2024. This expense is included in Salaries and wages on the statements of comprehensive loss.

Performance vesting Units are equity classified awards, and vest subject to a liquidation event in which a return amount greater than two times is achieved by the equity holders of the Company, provided that the Participant's continuous service has not terminated prior to such vesting date. A liquidation event was not considered probable at the date of issuance or as of December 31, 2025 and 2024, as a result, no compensation expense has been recorded based on this criterion.

No portion of the Units shall vest after the date the Participant's continuous service terminates for any reason, however Units vested prior to termination without cause may be purchased by the Company at fair value within a prescribed time-period. Unvested Units are forfeited in accordance with the Equity Plan upon termination of employment from the Company. The Company accounts for forfeitures in the period they occur resulting in a reversal of all previously recognized compensation expense for awards forfeited. There were no forfeitures of time or performance vesting Units during the periods ended December 31, 2025 and 2024.

Information regarding activity under the Company's Equity Plan is summarized as follows:

	Time Vesting Units		
	Number of Units	Number of Vested Units	Weighted Average Fair Value per Unit at Grant Date
Units outstanding at January 1, 2024	1,000	-	$ 479.68
Granted	-	200	$ -
Exercised	-	-	$ -
Cancelled or Forfeited	-	-	$ -
Units outstanding at December 31, 2024	1,000	200	$ 479.68
Granted	150	200	$ 479.68
Exercised	-	-	$ -
Cancelled or Forfeited	-	-	$ -
Units outstanding at December 31, 2025	1,150	400	$ 479.68

	Performance Vesting Units	
	Number of Units	Weighted Average Fair Value per Unit at Grant Date
Units outstanding at January 1, 2024	-	$ -
Granted	1,000	$ 60.67
Exercised	-	$ -
Cancelled or Forfeited	-	$ -
Units outstanding at December 31, 2024	1,000	$ 60.67
Granted	150	$ 60.67
Exercised	-	$ -
Cancelled or Forfeited	-	$ -
Units outstanding at December 31, 2025	1,150	$ 60.67

The fair value of each unit granted was estimated on the date of grant using the Black-Scholes option pricing model with the following average assumptions. Expected volatility was based on historical volatility for guideline public companies that operate in the Company's industry. The expected term of awards granted represents management's estimate for the number of years until a liquidity event as of the grant date. The risk-free rate for the period of the expected term was based on the U.S. Treasury yield curve in effect at the time of grant. In addition, management considered the distribution priority schedule or "waterfall calculation" in its estimation process is as follows for Units issued.

Black-Scholes option pricing model inputs	
Distribution yield	0.00%
Risk-free interest rate	3.96%
Contractual life in years	5 years
Expected volatility	23%

As of December 31, 2025 and 2024, there was approximately $296,000 and $332,000, respectively, of total unrecognized compensation cost related to non-vested time-based awards granted under the Company's Equity Plan which is expected to be recognized over a weighted average period of approximately 2.68 years.

Note 12. Related Party Transactions

The Company entered into a Management Advisory and Consulting Services Agreement with an affiliate of the Company through common ownership requiring quarterly payments. During the year ended December 31, 2025 and 2024, the Company expensed approximately $130,000 and $184,000 respectively.

During the year ended December 31, 2025, the Company received $120,000 of franchise fees for two Nashville, Tennessee territories partially owned by an affiliate of the Company.

During the year ended December 31, 2024, the Company entered into the Credit Agreement (see Note 8) with a related party financial sponsor. The Company recognized interest expense of approximately $836,000 and $348,000 during the years ended December 31, 2025 and 2024, respectively, relating to the Senior Secured Note. The Company has approximately $55,000 and $47,000 in accrued interest payable for the related Note for the years ended December 31, 2025 and 2024, respectively. In connection with the Credit Agreement, the Company incurred and paid approximately $278,000 of deferred financing fees during the year ended December 31, 2024.

Note 13. Subsequent Events

The Company has evaluated subsequent events through April 27, 2026, the date that the consolidated financial statements were available to be issued.

On April 8, 2026, the Company completed a series of financing transactions pursuant to which it issued Series A and Series B preferred equity units for aggregate consideration of approximately $4.7 million, consisting of cash proceeds and the conversion of existing convertible notes payable including cumulative PIK interest (see note 9). In connection with these transactions, the Company entered into a Second Amended and Restated Limited Liability Company Agreement, which established new classes of preferred equity with liquidation and distribution preferences, redemption provisions, and enhanced investor consent rights.

TCB Services HoldCo, LLC and Subsidiaries

Independent Auditor's Report and Consolidated Financial Statements

December 31, 2024 and 2023

TCB Services HoldCo, LLC and Subsidiaries
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December 31, 2024 and 2023

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Independent Auditor's Report

Board of Managers
TCB Services HoldCo, LLC and Subsidiaries
Memphis, Tennessee

Opinion

We have audited the consolidated financial statements of TCB Services HoldCo, LLC and Subsidiaries (the "Company"), which comprise the consolidated balance sheets as of December 31, 2024 and 2023, and the related consolidated statements of comprehensive loss, changes in members' equity, and cash flows for the year ended December 31, 2024 and period from March 31, 2023 to December 31, 2023, and the related notes to the consolidated financial statements.

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2024 and 2023, and the results of its operations and its cash flows for the year ended December 31, 2024 and period from March 31, 2023 to December 31, 2023 in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

Other-Matter

In our report dated April 29, 2024, we expressed an opinion that the 2023 consolidated financial statements did not fairly present the financial position, results of operations, and cash flows of the Company in accordance with accounting principles generally accepted in the United States of America because of the departure from such principles: the Company previously did not identify and analyze the value of intangible assets acquired separately from goodwill. As described in Note 2, the Company has changed its method of accounting for this item and restated its 2023 consolidated financial statements to conform with accounting principles generally accepted in the United States of America. Accordingly, our present opinion on the restated 2023 consolidated financial statements, as presented herein, is different from that expressed in our previous report.

Responsibilities of Management for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated 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 consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern within one year after the date that the consolidated financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Consolidated Financial Statements

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

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated 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 consolidated financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Forvis Mazars, LLP

Birmingham, Alabama
April 30, 2025

TCB Services HoldCo, LLC and Subsidiaries
Consolidated Balance Sheets
December 31, 2024 and 2023

	2024	2023 As Restated
ASSETS		
Current Assets		
Cash	$ 1,736,027	$ 1,861,862
Accounts receivable, net	1,744,530	1,617,560
Other receivables	485,856	-
Prepaid expenses and other current assets	337,782	190,172
Total Current Assets	4,304,195	3,669,594
Property and equipment, net	1,105,077	42,500
Right-of-use asset - operating	1,556,153	-
Goodwill, net	13,591,343	10,258,260
Intangible assets, net	11,920,040	13,034,791
Deferred tax assets	94,570	-
Notes receivable	149,239	268,724
Total Assets	$ 32,720,617	$ 27,273,869
LIABILITIES AND MEMBERS' EQUITY		
Current Liabilities		
Accounts payable	$ 1,188,298	$ 732,638
Accrued expenses and other payables	736,452	458,698
Deferred revenue	484,468	-
Current portion of notes payable	821,429	-
Line of credit	500,000	-
Current portion of operating lease liabilities	493,454	-
Total Current Liabilities	4,224,101	1,191,336
Noncurrent Liabilities		
Notes payable, net of current portion and deferred financing fees	6,664,418	-
Noncurrent portion of operating leases	1,086,655	-
Total Liabilities	11,975,174	1,191,336
Members' Equity	20,745,443	26,082,533
Total Liabilities and Members' Equity	$ 32,720,617	$ 27,273,869

TCB Services HoldCo, LLC and Subsidiaries
Consolidated Statements of Comprehensive Loss
Year Ended December 31, 2024 and Period from March 31, 2023 to December 31, 2023

	2024	2023 As Restated
Net Revenues	$ 9,237,267	$ 6,168,933
Operating Expenses		
Subcontractor costs	1,208,476	1,614,785
Salaries and wages	4,172,708	2,161,298
Depreciation and amortization	2,361,412	1,615,291
General and administrative	4,707,220	2,611,604
Company owned locations operating costs	2,118,173	-
Transaction costs	467,000	1,293,018
	15,034,989	9,295,996
Loss from Operations	(5,797,722)	(3,127,063)
Other Expense		
Interest expense	347,731	-
Other (income)	(24,222)	(3,900)
Loss Before Income Taxes	(6,121,231)	(3,130,963)
Income tax provision (expense)	137,167	(45,357)
Net Loss	(5,984,064)	(3,176,320)
Other Comprehensive Income		
Unrealized foreign currency translation gain	(199,120)	7,688
Comprehensive Loss	$ (6,183,184)	$ (3,168,632)

TCB Services HoldCo, LLC and Subsidiaries
Consolidated Statement of Members' Equity
Year Ended December 31, 2024 and Period from March 31, 2023 to December 31, 2023

	Class A Units	Class B Units	Accumulated Deficit	Accumulated Other Comprehensive Income (Loss)	Total
Balance, March 31, 2023	$ -	$ -	$ -	$ -	$ -
Members' contribution	29,200,000	-	-	-	29,200,000
Share-based compensation	-	51,165	-	-	51,165
Unrealized foreign currency translation gain	-	-	-	7,688	7,688
Net loss	-	-	(3,176,320)	-	(3,176,320)
Balance, December 31, 2023, As Restated	29,200,000	51,165	(3,176,320)	7,688	26,082,533
Members' contribution	750,000	-	-	-	750,000
Share-based compensation	-	96,094	-	-	96,094
Unrealized foreign currency translation loss	-	-	-	(199,120)	(199,120)
Net loss	-	-	(5,984,064)	-	(5,984,064)
Balance, December 31, 2024	$ 29,950,000	$ 147,259	$ (9,160,384)	$ (191,432)	$ 20,745,443

TCB Services HoldCo, LLC and Subsidiaries
Consolidated Statements of Cash Flows
Year Ended December 31, 2024 and Period from March 31, 2023 to December 31, 2023

	2024	2023 As Restated
Operating Activities		
Net loss	$ (5,984,064)	$ (3,176,320)
Adjustments to reconcile net loss to net cash used in operating activities		
Depreciation and amortization	2,361,412	1,615,291
Provision for credit losses	356,794	4,167
Share-based compensation	96,094	51,165
Deferred financing costs amortization	22,347	-
Paid-in-kind interest	30,232	-
Non-cash operating lease expense	430,924	-
Changes in assets and liabilities		
Accounts receivable	156,840	(973,448)
Prepaid expenses and other current assets	(125,439)	(190,170)
Deferred tax assets	(94,570)	-
Accounts payable	336,952	451,075
Accrued expenses and other payables	(19,372)	402,500
Deferred revenue	51,577	-
Lease liabilities	(406,968)	-
Net Cash Used in Operating Activities	(2,787,241)	(1,815,740)
Investing Activities		
Acquisitions	(3,098,429)	(25,646,102)
Purchases of property and equipment	(470,883)	-
Capitalized software development costs	(24,225)	-
Payments received on notes receivable	119,485	116,016
Net Cash Used in Investing Activities	(3,474,052)	(25,530,086)
Financing Activities		
Borrowings on notes payable	5,250,000	-
Proceeds on revolving line of credit, net	500,000	-
Financing costs	(316,732)	-
Members' contributions	750,000	29,200,000
Net Cash Provided by Financing Activities	6,183,268	29,200,000
Net Increase in Cash	(78,025)	1,854,174
Effect of foreign currency exchange rate changes	(47,810)	7,688
Cash, Beginning of Period	1,861,862	-
Cash, End of Period	$ 1,736,027	$ 1,861,862

Note 1. Organization and Nature of Business

TCB Services Holdco, LLC ("HoldCo") was formed on February 24, 2023 under the laws of the state of Delaware as a limited liability company, for the purpose of acquiring the membership interests of TCB Services Holdings, LLC, TCB Services LTD., and TCB Group Holdings Ltd. under the terms of the purchase agreement dated March 31, 2023 (the “Transaction”). On March 31, 2023, the members of Holdco executed the Amended and Restated Limited Liability Company Agreement and capitalized HoldCo. HoldCo through its subsidiaries (collectively, the "Company") is a franchisor of furniture repair and home inspection companies.

Note 2. Restatement of Prior Years’ Consolidated Financial Statements

In prior year, the Company did not separately identify and value intangible assets in conjunction with business combination accounting on March 31, 2023. During 2024, the Company retroactively recorded the acquired intangible assets as of March 31, 2023.

The following financial statement line items for 2023 were affected by the correction.

	As Restated	As Previously Reported	Effect of Change
Statement of Comprehensive Loss			
Depreciation and Amortization	$ 1,615,291	$ 1,876,768	$ (261,477)
Loss from operations	$ (3,127,063)	$ (3,388,540)	$ 261,477
Loss before income taxes	$ (3,130,963)	$ (3,392,440)	$ 261,477
Net Loss	$ (3,176,320)	$ (3,437,797)	$ 261,477
Comprehensive Loss	$ (3,168,632)	$ (3,430,109)	$ 261,477
Balance Sheet			
Intangible assets, net	$ 13,034,791	$ -	$ 13,034,791
Goodwill, net	$ 10,258,260	$ 23,031,574	$ (12,773,314)
Total assets	$ 27,273,869	$ 27,012,392	$ 261,477
Total Liabilities and Members’ Equity	$ 27,273,869	$ 27,012,392	$ 261,477
Members' Equity	$ 26,082,533	$ 25,821,056	$ 261,477
Statement of Members’ Equity			
Net loss	$ (3,176,320)	$ (3,437,797)	$ 261,477
Accumulated Deficit	$ (3,176,320)	$ (3,437,797)	$ 261,477
Members’ Equity	$ 26,082,533	$ 25,821,056	$ 261,477
Statement of Cash Flows			
Net loss	$ (3,176,320)	$ (3,437,797)	$ 261,477
Depreciation and amortization	$ 1,615,291	$ 1,876,768	$ (261,477)

Note 3. Summary of Significant Accounting Policies

Basis of Presentation

The consolidated financial statements of the Company have been prepared in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP") on the accrual basis of accounting. The accompanying consolidated financial statements include the accounts of the Company. All significant intercompany balances and transactions have been eliminated in consolidation. The accompanying consolidated financial statements are presented for the year ended December 31, 2024 and the period from March 31, 2023 through December 31, 2023 (the “period ended December 31, 2023”).

Use of Estimates

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenues and expenses during the reporting period. Significant estimates made by management in connection with the preparation of the accompanying consolidated financial statements include the fair value of long-lived assets, goodwill and intangible asset considerations, useful lives of long-lived assets and intangible assets, and assumptions utilized in determination of equity incentive. Actual results could differ from those estimates.

Cash

The Company maintains cash depository accounts, which, at times, may exceed federally insured limits. This risk is mitigated by maintaining all deposits in high quality financial institutions. The Company has not experienced any losses in such accounts.

Accounts Receivable

The Company records accounts receivable at their estimated net realizable value. Management monitors accounts receivable for delinquency and provides for probably uncollectible amounts through a charge to earnings and a credit to the valuation allowance based on its assessment of the current status of individual accounts, any known trends or uncertainties related to customer billing and account collectability, current economic conditions, and reasonable supportable economic forecasts. Balances that remain outstanding after the Company has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable. Management has determined that an allowance for credit losses of approximately $366,000 and $11,500 was necessary as of December 31, 2024 and 2023, respectively. The accounts receivable balance was $648,278 as of March 31, 2023.

Notes Receivable

Notes receivable are carried at face value less an allowance for credit losses. Management monitors notes receivable for delinquency and provides for estimated losses for specific receivables that are not likely to be collected. When determining the collectability of specific customer accounts, management considers customer credit-worthiness, past transaction history with the customer, current economic and industry trends, changes in customer payment trends, and reasonably supportable economic forecasts. No allowance for credit losses was deemed necessary as of December 31, 2024 and 2023.

Property and Equipment

Property and equipment are remeasured to the estimated fair value for assets acquired from acquisitions, less accumulated depreciation and amortization. Property and equipment acquired in the ordinary course of business are stated at cost at the date of purchase, less accumulated depreciation. Major expenditures and those that substantially increase useful lives are capitalized. Depreciation is determined using the straight-line method over the estimated useful lives of the assets:

Tools machinery and equipment	5 years
Vehicles	5 years
Furniture and fixtures	5 years
Computer equipment	5 years

Leasehold improvements are amortized over the lease term or the estimated useful life of the related asset, whichever is shorter.

Goodwill

The Company applies the provisions of Accounting Standards Codification ("ASC") Topic 805, *Business Combinations*, to its acquisitions. ASC 805 provides guidance regarding the recognition and measurement of goodwill and other acquired intangible assets and requires separate recognition of intangible assets acquired if the benefit of the asset is obtained through contractual or other legal rights, or if the asset can be sold, transferred, licensed, rented, or exchanged. Goodwill is recognized to the extent that the fair value of consideration paid for the acquisition exceeds the estimated fair value of the net assets acquired, including other identifiable intangible assets.

The Company amortizes goodwill on a straight-line basis over 10 years and tests goodwill for impairment at the entity level. Goodwill is tested for impairment only when a triggering event occurs, or circumstances change that indicate the fair value of the entity may be less than the carrying value. No impairment indicators exist as of December 31, 2024 and 2023.

Intangible Assets

Identifiable intangible assets were acquired in connection with the Transaction, as disclosed in Note 4, and relate to the trade names and franchise relationships. The Company amortizes the trade names on a straight-line basis over 10 years and franchise relationships on a straight-line basis over 15 years. Intangible assets are periodically evaluated as to the recoverability of carrying values. Management determined that no impairment exist as of December 31, 2024 and 2023.

Long-Lived Assets

The Company evaluates the recoverability of long-lived assets, such as property and equipment, when events or circumstances indicate that these assets may not be recoverable. The Company determines the recoverability of such assets by comparing an asset group's respective carrying value to estimates of the sum of the undiscounted future cash flows expected to result from its asset group. No impairment charge was required during the year ended December 31, 2024 and period ended December 31 2023.

Deferred Financing Fees

Deferred financing fees are capitalized and amortized on a straight-line basis, which approximates the effective interest method, over the term of the related debt. During the year ended December 31, 2024 the Company incurred financing fees of approximately $317,000. Amortization of deferred financing fees is included as a component of interest expense on the consolidated statements of comprehensive loss.

Revenue Recognition

The Company derives its revenues from national account sales, royalties from franchisees and for services performed by its wholly owned franchisees. Revenues are recognized when control of the promised goods or services is transferred to customers in an amount that reflects the consideration the Company expects to be entitled to receive in exchange for those goods or services. The Company applies the five-step model under FASB ASC Topic 606, *Revenue from Contracts with Customers*, to determine when revenue is earned and recognized.

The Company has elected the practical expedient available to private companies under ASU 2021-02, *Franchisors - Revenue from Contracts with Customers,* to account for pre-opening activities as one distinct performance obligation for new franchise sales. The initial franchise fees are payable based on contract terms prior to the franchise opening. The transaction price is recognized as revenue on a straight-line basis based on timing of when services are satisfied for pre-opening activities. Franchise renewals and existing franchise sales are recognized as revenue upon execution of the franchise agreement.

The Company receives a significant portion of its revenue from sales-based royalties, admin fees, advertising fees and other fees charged to franchisees. These fees are determined as a percentage of sales and are recognized in the period earned by the Company. The deferred revenue balance as of March 31, 2023 was $0.

The Company, as a Franchisor, negotiates contracts with national customers on behalf of the franchisees. In these relationships the company acts as the vendor for the contracted national customers and charges a price per work order to the customer based on the pre-negotiated contract. The Company acts as the principal in its national accounts program and will report revenue on a gross basis in accordance with U.S. GAAP.

The Company receives a significant portion of its revenue from its wholly owned franchisees, which primarily consists of services performed for the franchisees' customers. Revenues and the related costs of revenue are recognized upon completion of services.

Total revenue by revenue stream is as follows:

	2024	2023
Royalty and other related franchisor revenues	$ 5,226,442	5,155,550
National Ad Fund Fees	1,082,251	1,013,383
Wholly owned franchisees, service revenue	2,928,574	-
Total Revenue	$ 9,237,267	$ 6,168,933

General and Administrative Expenses

General and administrative expenses consist of costs associated with administration and support functions related to the Company's existing business as well as growth and development activities. These costs primarily consist of advertising, IT, and professional expenses.

Franchise Agreements

Franchise agreements are available for a territory over a specified period of time. The franchise agreement defines the territory the new franchise is able to serve. New franchisees are required to pay the Company an initial franchise fee plus a monthly royalty fee of 7%, and market and advertising fee of 2% to 3% of the franchisee's monthly gross receipts for the duration of the franchise agreement.

Advertising

Advertising costs are expensed as incurred. Advertising expense was approximately $525,000 and $615,000 for the year ended December 31, 2024 and the period ended December 31, 2023, respectively. Advertising costs are included in general and administrative expenses in the consolidated statements of comprehensive loss.

Income Taxes

The Company is organized as a limited liability company that is disregarded for federal income tax purposes. The Company owns 100% of the interests in other limited liability companies that are also disregarded for federal income tax purposes.

Separately, the Company through its subsidiary, TCB Services Ltd, operates in Canada, which imposes a royalty tax on foreign entities. The amounts are reported on the consolidated statements of comprehensive loss within income tax expense during the year ended December 31, 2024 and the period ended December 31, 2023 and a corresponding deferred tax asset and liability of approximately $95,000 and $45,000, respectively is included within deferred tax assets and accrued expenses and other payables on the accompanying consolidated balance sheets as of December 31, 2024 and 2023, respectively.

Fair Value Measurements

Fair value as defined under GAAP is an exit price, representing the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. US GAAP establishes a three-tier fair value hierarchy, which prioritizes the inputs used in measuring fair value. These tiers include:

Level 1 Observable inputs such as quoted prices in active markets.

Level 2 Inputs other than quoted prices in active markets that are either directly or indirectly observable.

Level 3 Unobservable inputs about which little or no market data exists, therefore requiring an entity to develop its own assumptions.

Financial instruments are classified in their entirety based on the lowest level of input that is significant to the fair value measurement. The Company's assessment of the significance of a particular input to the fair value measurement requires judgment and may affect the valuation of fair value financial instruments and their placement within the fair value hierarchy levels.

Certain Class B Units were granted during the period ended December 31, 2023. The fair value is determined as of the grant date using significant unobservable inputs (see Note 11) and is categorized as Level 3. There were no Class B Units granted during the year ended December 31, 2024.

Share-Based Compensation

Certain of the Company's employees are party to a share-based compensation arrangement established by TCB Services Management, LLC, an affiliate of the Company, as approved by the Board of Managers. Management accounts for the awards granted to employees in accordance with ASC 718 *Compensation - Stock Compensation*, which requires compensation cost related to share-based payments, classified as equity awards, to be measured based on the grant date fair value of the award. The Company recognizes compensation cost over the requisite service period. The Company's accounting policy is to recognize forfeitures as they occur.

Leases

The Company accounts for its contracts in accordance with ASC 842, *Leases*, which requires lessees to recognize the assets and liabilities on the consolidated balance sheets for the rights and obligations created by leases with lease terms of more than twelve months, amends various other aspects of accounting for leases by lessees and lessors, and requires enhanced disclosures. The Company determines if an arrangement is a lease or contains a lease at inception. Leases result in the recognition of right of use ("ROU") assets and lease liabilities on the consolidated balance sheets. ROU assets represent the right to use an underlying asset for the lease term, and lease liabilities represent the obligation to make lease payments arising from the lease, measured on a discounted basis. The Company determines lease classification as operating or finance at the lease commencement date.

At lease inception, the lease liability is measured at the present value of the lease payments over the lease term.

The ROU asset equals the lease liability adjusted for any initial direct costs, prepaid or deferred rent, and lease incentives. The lease liability is subsequently measured by increasing the carrying amount to reflect interest on the lease liability and by reducing the carrying amount to reflect lease payments made. The ROU asset is subsequently measured by reducing the carrying amount for amortization.

The Company uses the implicit rate when readily determinable. As most of the leases do not provide an implicit rate, the Company has elected to use the risk-free rate at the commencement date to determine the present value of lease payments.

Foreign Currency Translations

The assets and liabilities of TCB Services Ltd., which are denominated in the local currency, the functional currency, are translated into U.S. dollars using rates of exchange at each balance sheet date. Revenues and expenses are translated at weighted-average rates of exchange in effect during the period earned. Exchange gains and losses on intercompany balances of a long-term nature are recorded as a translation adjustment. The cumulative effect resulting from such translation is reflected as accumulated other comprehensive income.

Note 4. Business Combinations

2024 Acquisitions

During the year ended December 31, 2024, the Company completed the acquisition of 4 of its franchisees located throughout the United States. The aggregate fair value of consideration paid was approximately $5,113,000, consisting of $2,613,000 in cash and $2,500,000 in seller notes (see Note 9), and was financed primarily through proceeds from debt borrowings and cash from operations. The acquisitions were recorded in accordance with Accounting Standards Codification ("ASC") 805, *Business Combinations* and accordingly the consideration paid was allocated to the acquired net assets at their estimated fair values.

The consideration paid in 2024 was allocated to the net assets acquired based upon their estimated fair values at the dates of acquisitions as follows:

Assets Acquired		
Accounts receivable	$	640,604
Prepaid expenses and other current assets		22,171
Property and equipment		689,918
Right-of-use asset - operating		157,862
Total identifiable assets acquired		1,510,555

Liabilities Assumed	
Deferred revenue	432,891
Accounts payable	118,707
Accrued liabilities	297,126
Operating lease liability	157,862
Total liabilities assumed	1,006,586
Total identifiable net assets	503,969
Goodwill	4,608,604
Total net assets acquired	$ 5,112,573

The fair value of assets acquired includes receivables with a fair value of $640,604. There are no expected uncollectible receivables.

The excess of the purchase price over the amounts allocated to identifiable assets and liabilities is recorded as goodwill. Goodwill includes, but is not limited to, the value of the customer relationships, workforce in place, expected ability to generate future profits and cash flows in the marketplace, an established going concern, and other unidentifiable intangible assets.

The Company recorded net working capital settlement receivables in the amount of $485,856 in conjunction with the current year acquisitions which is recorded within other receivables on the accompanying consolidated balance sheet. Approximately $76,000 of the estimated net working capital settlement at acquisition date is provisional and based on information available as of the transaction date. The Company believes that information provides a reasonable basis for estimating the net working capital receivable balance. The provisional measurements are subject to change and such changes could be significant.

Transaction related costs of $467,000 were paid and included as operating expenses in the consolidated statements of comprehensive loss for the year ended December 31, 2024.

2023 Transaction, As Restated

As discussed in Note 1, the Company purchased all the membership interests in the Operating Company in conjunction with the Transaction on March 31, 2023. The total purchase price was approximately $25,646,000, which was funded by equity contributions.

The Transaction was recorded in accordance with ASC 805: *Business Combinations*, except for as described in Note 2 related to the separately identifiable intangible assets. Accordingly, the Company has recorded all assets acquired and liabilities assumed at the acquisition date fair values with any excess recognized as goodwill. The purchase price allocation process was complete as of December 31, 2023.

The consideration paid was allocated to the assets acquired and liabilities assumed according to their estimated fair values at the time of acquisition as follows:

Assets Acquired	
Accounts receivable	$ 648,278
Notes receivable	384,740
Property, plant, and equipment	50,000
Intangible assets	13,810,000
Total assets, excluding goodwill	14,893,018

Liabilities Assumed	
Accounts payable and accrued expenses	(281,562)
Other current liabilities	(56,198)
Total liabilities assumed	(337,760)
Total identifiable net assets	14,555,258
Goodwill	11,090,844
Total consideration	$ 25,646,102

The fair value of the assets acquired includes receivables with a fair value of $997,018.

The estimated fair values of significant acquired intangible assets were based on commonly accepted valuation techniques management believes to be appropriate in the circumstances. The Company used the Relief-from-Royalty method to value the trademark and used the Multi-Period Excess Earnings Method to value the franchise relationships. Both methods are a variation of the income approach. The income approach evaluates the present value of the future economic benefits accruing from these assets over their estimated useful life, discounted to the present at a rate of return commensurate with the asset's inherent risk. This approach requires significant judgments, including those related to the projected net cash flows and the weighted average cost of capital ("WACC") used to discount the cash flows. The Company derived the assumptions related to cash flows primarily from its internal budgets and forecasted results of operations. The Company amortizes the trade names over 10 years and franchise relationships over 15 years.

Transaction related costs of $1,293,018 were paid and included as operating expenses in the consolidated statements of comprehensive loss for the period ended December 31, 2023.

Note 5. Property and Equipment, net

Property and equipment consisted of the following as of December 31:

	2024	2023
Tools machinery and equipment	$ 465,160	$ 50,000
Vehicles	464,103	-
Furniture and fixtures	79,639	-
Leasehold improvements	129,925	-
Computer equipment	71,975	-
	1,210,802	50,000
Accumulated depreciation	(105,725)	(7,500)
	$ 1,105,077	$ 42,500

Depreciation expense was approximately $98,000 and $7,500 for the year ended December 31, 2024 and the period ended December 31, 2023, respectively.

Note 6. Goodwill and Intangible Assets, As Restated

The changes in the carrying value of goodwill consisted of the following as of December 31:

	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount
Beginning balance	$ -	$ -	$ -
Goodwill related to acquisitions of businesses	11,090,844	-	11,090,844
Amortization	-	(832,584)	(832,584)
Balance, December 31, 2023	11,090,844	(832,584)	10,258,260
Goodwill related to acquisitions of businesses	4,608,604	-	4,608,604
Amortization	-	(1,224,673)	(1,224,673)
Foreign currency adjustments	(50,849)	-	(50,849)
Balance, December 31, 2024	$ 15,648,599	$ (2,057,257)	$ 13,591,342

Amortization expense of goodwill was approximately $1,225,000 and $833,000 during the year ended December 31, 2024, and period ended December 31, 2023, respectively. Future amortization of goodwill is expected to be approximately $1,570,000 per year for the next five years.

Intangible Assets

	2024			
	Useful Life	Gross Value	Accumulated Amortization	Net Value
Tradenames	10 years	$ 3,334,135	$ (588,231)	$ 2,745,904
Franchise Relationships	15 years	10,369,555	(1,219,643)	9,149,912
Internal use software	3 years	30,073	(5,849)	24,224
		$ 13,733,763	$ (1,813,723)	$ 11,920,040

	2023			
	Useful Life	Gross Value	Accumulated Amortization	Net Value
Tradenames	10 years	$ 3,360,000	$ (252,230)	$ 3,107,770
Franchise Relationships	15 years	10,450,000	(522,979)	9,927,021
		$ 13,810,000	$ (775,209)	$ 13,034,791

Amortization expense of intangible assets was approximately $1,039,000 and $775,000 during the year ended December 31, 2024 and period ended December 31, 2023, respectively. Future amortization is expected to be approximately $1,039,000 per year for the next five years.

Note 7. Notes Receivable

Note receivables represents company-offered financing of initial franchise fees and working capital loans to certain franchisees. The related notes are secured with the franchisee's business as pledged collateral. The notes receivable balance as of December 31, 2024 and 2023 of approximately $149,000 and $269,000, respectively, consisted of 5 or 7 year notes, paid monthly, which earns interest of 6.0% to 8.5% or Prime plus 2% per annum, and is classified as a non-current asset on the Company's consolidated balance sheets.

Note 8. Line of Credit

On June 15, 2023, the Company entered into a $500,000 revolving line of credit expiring in June 2025. The line is collateralized by substantially all of the Company's assets. Interest varies with the bank's prime rate, which was 7.38% and 8.15% at December 31, 2024 and 2023, respectively, and is payable monthly.

Note 9. Notes Payable

The Company's notes payable consisted of the following as of December 31:

	2024	2023
Note payable to a financial institution of $5,250,000, monthly interest payments at 12% cash rate and 1.5% paid-in-kind ("PIK"), due upon maturity July 1, 2029.	$ 5,280,232	$ -
Note payable of $1,200,000, due in quarterly payments of $42,857, including interest of 6% per annum, maturing November 2031.	1,200,000	-
Note payable of $950,000, due in yearly payments of $475,000, maturing October 2026.	950,000	-
Note payable of $350,000, due in yearly payments of $175,000, including interest of 3% per annum, maturing July 2026.	350,000	-
Total current and long-term notes payable	7,780,232	-
Current portion	(821,429)	-
Unamortized deferred financing costs	(294,385)	-
	$ 6,664,418	$ -

Future maturities of notes payable as of December 31, 2024 are as follows:

2025	$ 821,429
2026	821,429
2027	171,429
2028	171,429
2029	5,451,660
Thereafter	342,856
	$ 7,780,232

Note 10. Leases

The Company leases its Company owned location restoration shops under non-cancelable lease agreements.

Lease Term and Discount Rate

Weighted average lease term - operating leases	3.35 years
Weighted average discount rate - operating leases	4.26 %

Lease Costs

The following table provides certain information related to the lease costs for operating leases, which are included within company owned locations operating costs in the accompanying consolidated statements of comprehensive loss, during the year ended December 31, 2024 and period ended December 31, 2023:

	2024	2023
Operating lease cost	$ 403,190	$ -

Other Information

	2024	2023
Cash paid for amounts included in the measurement of lease liabilities		
Operating cash flows	$ 300,664	$ -
Right-of-use assets obtained in exchange for new operating lease liabilities	$ 1,829,215	$ -

Future minimum lease payments and reconciliation to the consolidated balance sheet at December 31, 2024 are as follows:

2025	$ 549,148
2026	416,595
2027	324,393
2028	332,346
2029	84,954
Total undiscounted minimum lease payments	1,707,436
Imputed interest	(127,327)
Present value of future minimum lease payments	$ 1,580,109

Note 11. Members' Equity

The Company is a limited liability company with two classes of units, Class A and Class B. As of December 31, 2024 and 2023, the Company had issued and outstanding 29,669 and 29,200 Class A Units, respectively. Each Class A Unit has one voting right and all distributions will be made pro rata commensurate with each members' ownership interest. Class B Units issued with the equity incentive plan are nonvoting.

Equity Incentive Plan

The Company accounts for stock-based awards in accordance with ASC 718 - *Stock Compensation* ("ASC 718"). ASC 718 requires compensation costs related to share-based payments, including profits interest units ("Units") and other equity awards, to be measured based on the grant date fair value of the award.

The Company issued certain time and performance vesting Units pursuant to the TCB Services Management, LLC Equity Incentive Plan (the "Equity Plan"). The Company has accounted for the Units within its consolidated financial statements as the Unit holders are providing services directly related to the Company and its subsidiaries. The aggregate number of units that may be issued or transferred under the Equity Plan is 2,000 Units. Units granted under the plan have been allocated into two groups based on their vesting criteria: time vesting and performance vesting Units.

Time vesting Units are equity classified awards, vest over a 5-year period and will vest 20% on each anniversary date of the date of grant. The Company recognizes compensation expense over a straight-line period of 5 years and has recorded compensation expense of approximately $96,000 and $51,000 for the year ended December 31, 2024 and period ended December 31, 2023. This expense is included in Salaries and wages on the statements of comprehensive loss.

Performance vesting Units are equity classified awards, and vest subject to a liquidation event in which a return amount greater than two times is achieved by the equity holders of the Company, provided that the Participant's continuous service has not terminated prior to such vesting date. A liquidation event was not considered probable at the date of issuance or as of December 31, 2024 and 2023, as a result, no compensation expense has been recorded based on this criterion.

No portion of the Units shall vest after the date the Participant's continuous service terminates for any reason, however Units vested prior to termination without cause may be purchased by the Company at fair value within a prescribed time-period. Unvested Units are forfeited in accordance with the Equity Plan upon termination of employment from the Company. The Company accounts for forfeitures in the period they occur resulting in a reversal of all previously recognized compensation expense for awards forfeited. There were no forfeitures of time or performance vesting Units during the period ended December 31, 2024 and 2023.

Information regarding activity under the Company's Equity Plan is summarized as follows:

	Time Vesting Units		
	Number of Units	Number of Vested Units	Weighted Average Fair Value per Unit at Grant Date
Units outstanding at March 31, 2023	-	-	$ -
Granted	1,000	-	479.68
Exercised	-	-	-
Cancelled or Forfeited	-	-	-
Units outstanding at December 31, 2023	1,000	-	$ 479.68
Granted	-	-	-
Exercised	-	-	-
Cancelled or Forfeited	-	-	-
Units outstanding at December 31, 2024	1,000	-	$ 479.68

	Performance Vesting Units	
	Number of Units	Weighted Average Fair Value per Unit at Grant Date
Units outstanding at March 31, 2023	-	$ -
Granted	1,000	60.67
Exercised	-	-
Cancelled or Forfeited	-	-
Units outstanding at December 31, 2023	1,000	$ 60.67
Granted	-	-
Exercised	-	-
Cancelled or Forfeited	-	-
Units outstanding at December 31, 2024	1,000	$ 60.67

The fair value of each unit granted was estimated on the date of grant using the Black-Scholes option pricing model with the following average assumptions. Expected volatility was based on historical volatility for guideline public companies that operate in the Company's industry. The expected term of awards granted represents management's estimate for the number of years until a liquidity event as of the grant date. The risk-free rate for the period of the expected term was based on the U.S. Treasury yield curve in effect at the time of grant. In addition, management considered the distribution priority schedule or "waterfall calculation" in its estimation process is as follows for Units issued during the period ended December 31, 2023.

Black-Scholes option pricing model inputs	
Distribution yield	0.00%
Risk-free interest rate	3.96%
Contractual life in years	5 years
Expected volatility	23%

As of December 31, 2024 and 2023, there was approximately $332,000 and $429,000, respectively, of total unrecognized compensation cost related to non-vested time-based awards granted under the Company's Equity Plan which is expected to be recognized over a weighted average period of approximately 3.5 years.

Note 12. Related-Party Transactions

The Company entered into a Management Advisory and Consulting Services Agreement with an affiliate of the Company through common ownership requiring quarterly payments. During the year ended December 31, 2024 and period ended December 31, 2023, the Company expensed approximately $184,000 and $124,000 respectively, and paid approximately $140,000 and $124,000 of management fees, respectively.

In connection with the Acquisition during the period ended December 31, 2023, the Company expensed and paid approximately $281,000 of acquisition related expense to an affiliate of the Company through common ownership. Such fees are included as a component of acquisition costs on the accompanying consolidated statements of comprehensive loss.

As of December 31, 2023 the Company had accounts receivable from a member and officer of the Company of approximately $115,000 and is included as a component of accounts receivable on the accompanying consolidated balance sheet.

As of December 31, 2024, the Company had accounts payable to an affiliate of the Company for approximately $13,000 and is included as a component of accounts payable on the accompanying consolidated balance sheet.

During the year ended December 31, 2024, the Company entered into the Credit Agreement (see Note 9) with a related party financial institution and recognized interest expense of approximately $348,000 relating to the Senior Secured Note. The Company has approximately $47,000 in accrued interest payable for the related Note. In connection with the Credit Agreement, the Company incurred and paid approximately $278,000 of deferred financing fees.

Note 13. Subsequent Events

The Company has evaluated subsequent events through April 30, 2025, the date that the consolidated financial statements were available to be issued.

Subsequent to year end, the Company executed a notes payable agreement with one of its members to receive funding. The Company received $1,250,000 of convertible notes payable proceeds on April 3, 2025. Under the terms of the agreement, interest accrues at a rate of 8% per annum and is considered paid-in-kind (“PIK”) and paid in full at maturity date. The note matures 18 months after issuance at which time all outstanding principal and interest is due. In the event the Company is unable to repay the note at its maturity date, the note will automatically convert into units of equity that include a liquidity preference. In the event of conversion, the member holding the note will receive total equity units in an amount equal to one share for every $100 of total outstanding principal and interest at the conversion date.

ADDENDUM TO FRANCHISE AGREEMENT – SMALL-MARKET ADDENDUM

THIS ADDENDUM is made this __day of ____, 20_and modifies a Franchise Agreement of the same date ("**Franchise Agreement**") entered into by **RENEW MEDIC FRANCHISING, LLC**, a Delaware limited liability company with its principal office at 57 Germantown Ct., Suite 201, Cordova, TN 38018 ("**Franchisor**") and _____ with its principal office at _____ ("**Franchisee**").

A. Introduction. Franchisor offers a variation to its traditional franchise, which is called the "**Small Market Franchise**." The Small Market Franchise is different than the traditional franchise because the Territory will be smaller than a traditional franchise and there are some differences in initial and continuing fees. Franchisee desires to acquire a Small Market Franchise from Franchisor, and Franchisor is willing to sell a Small Market Franchise to Franchisee. The purpose of this Addendum is to modify the Franchise Agreement to reflect the provisions applicable to a Small Market Franchise.

Accordingly, in consideration of the foregoing, the mutual covenants of the parties contained in this Addendum and other valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree to modify the Franchise Agreement as provided in this Addendum.

B. Territory. Article I.B of the Franchise Agreement is modified to change the words "250,000 or more" to "125,000 to 250,000".

C. Initial Franchise Fee. Article III.A of the Franchise Agreement is modified to change the words "One Hundred Thousand and xx/00 Dollars ($100,000)" to "Seventy Five Thousand and xx/00 Dollars ($75,000)".

D. Minimum Royalty. Article III.C of the Franchise Agreement is modified to replace the Minimum Monthly Royalties chart with the following chart:

Year of Operation	Minimum Monthly Royalties
1	None
2	$1,350
3	$1,750
4	$2,200
5	$3,300
6	$3,400
7	$3,500
8	$3,605
9	$3,713
10	$3,825

E. Minimum NBF Contribution. Article III.D of the Franchise Agreement is modified to replace the Minimum NBF Contribution chart with the following chart:

Year of Operation	Minimum NBF Contribution
1	None

2	$385.71
3	$500.00
4	$628.57
5	$942.86
6	$971.43
7	$1,000.00
8	$1,030.00
9	$1,060.86
10	$1,092.86

F. **Legal Effect.** All terms not otherwise defined in this Addendum will have the same meaning as in the Franchise Agreement. Except as modified by this Addendum, the Franchise Agreement will remain in full force and effect and is incorporated into this Addendum by reference.

The parties have signed this Addendum on the date set forth at the beginning of this Addendum.

RENEW MEDIC FRANCHISING, LLC

"Franchisor" "Franchisee"

By: _____ By: _____

Its: _____ Its: _____

MULTI-UNIT TERRITORY ADDENDUM TO FRANCHISE AGREEMENTS

THIS MULTI-UNIT TERRITORY ADDENDUM TO FRANCHISE AGREEMENTS (the "**Addendum**") is made and entered into as of _____, 20__ (the "**Effective Date**") by and between by **RENEW MEDIC FRANCHISING, LLC**, a Delaware limited liability company with its principal office at 57 Germantown Ct., Suite 201, Cordova, TN 38018 ("**Franchisor**", "**we**" or "**us**") and _____ with its principal office at _____ ("**Franchisee**", "**you**" or "**your**").

RECITALS:

WHEREAS, contemporaneously herewith, the parties have entered into the franchise agreements listed in Section 1 of this Addendum (each, a "**Franchise Agreement**", or collectively, the "**Franchise Agreements**"); and

WHEREAS, the parties desire to amend the terms of the Franchise Agreements as set forth in this Addendum.

NOW THEREFORE, in consideration of the foregoing and the mutual promises set forth in the Franchise Agreements and this Addendum, the receipt and sufficiency of which the parties acknowledge, the parties hereby agree as follows:

TERMS AND CONDITIONS:

1. Multi-Unit Territory. The parties agree that Article III, Section A of each of the Franchise Agreements is amended to provide that the initial franchise fee for the second and each subsequent Franchised Business that is subject to the particular Franchise Agreement is $75,000 for a traditional Franchised Business, or $56,250 for a small-market Franchised Business. The total of the initial franchise fees for all Franchised Businesses is due and payable in full on the Effective Date, except as otherwise set forth herein. You expressly acknowledge that all initial franchise fees paid by you to us are non-refundable and fully earned upon receipt by us.

2. First Franchised Business Fees. If your Franchised Businesses cover contiguous Territories, the fees charged or costs incurred, as applicable, as they are described in Item 7 to the Franchise Disclosure Document you received in connection with your Franchise Agreements, are charged (or incurred) only for the first Franchised Business or only for each Office location you operate your Franchised Business out of, as applicable. These fees are in addition to the fees set forth in your Franchise Agreement and are subject to change from time to time in accordance with terms of your Franchise Agreement.

Name of Fee	Remarks
Technology Fee	If your Franchised Businesses cover contiguous Territories, you will only be charged the Technology Fee once per Office location you maintain.
Initial Supplies, Products and Equipment	If your Franchised Businesses cover contiguous Territories, then you only need to purchase such

	initial supplies, products and equipment for your first Franchised Business.
Computer, Tablet and Smart Phone	If your Franchised Businesses cover contiguous Territories, then you only need to purchase a computer, tablet and smart phone for your first Franchised Business.
Software Licenses	If your Franchised Businesses cover contiguous Territories, then you only need to purchase software licenses for each Office you maintain.
Insurance	If your Franchised Businesses cover contiguous Territories and you only maintain one Office, then you only need to purchase the insurance requirements once.
Service Vehicle	If your Franchised Businesses cover contiguous Territories and you have one Office location, then you can utilize the same Service Vehicle for those Territories. If you have contiguous Territories but more than one Office location, you must have separate Service Vehicles for each Office location.

3. **Operation Conditions**. In addition to the other terms and conditions set forth in the Franchise Agreements, your rights to open Franchised Businesses are subject to your meeting the following conditions to our satisfaction:

a. you possess sufficient financial and organizational capacity to develop, open, operate, and manage the additional Franchised Businesses, as determined by us in our reasonable judgment; and

b. you are in full compliance with all requirements at all of your Franchised Businesses, if any, and you are not in default under any of the Franchise Agreements or any other agreement between you (or your affiliate) and us (or our affiliate), if any.

If you do not meet the opening deadline for any Franchised Business(es) as set forth in Article V, Paragraph M of the Franchise Agreement, then you will be in default of the Franchise Agreement(s) for any such Franchised Business(es), and, in addition to any and all other available remedies, we may, upon written notice to you, terminate the applicable Franchise Agreement(s) in accordance with Article X thereof. If we do so, you must comply with all post-termination obligations as set forth in Article XI of the applicable Franchise Agreement(s).

4. **Transfers**. If we approve any transfer by you or your owners (as described in Section 11.1 of the Franchise Agreements) related to a Franchised Business to which this Addendum applies, we may require, as a condition of our approval for such transfer, that any rights granted to you under this Addendum be of no further force or effect, including any rights to develop, open and operate any other Franchised Businesses which have not yet opened for business. Any Franchised Business that has not yet opened for business will not be eligible to request our consent for a transfer, unless the request relates to a related party transfer pursuant to Section 11.2 of the Franchise Agreement.

5. **Affiliated Entities.** With our prior written approval, you may establish affiliated entities to enter into each Franchise Agreement and operate each Franchised Business. Unless we approve otherwise, each equity owner must own an identical voting and equity interest in any affiliated entity as such equity owner owns in you. You must provide us with any information that we reasonably request in connection with any affiliated entity. If you establish one or more affiliated entities pursuant to this Section, you will remain liable for all obligations and actions of such affiliated entities under a Franchise Agreement as though you executed such Franchise Agreement and agree to execute a Guaranty Agreement or other documents as we deem necessary to carry out the intentions of this Section.

6. **Confidentiality**. Franchisee agrees that the terms of this Addendum are Confidential Information under the Franchise Agreements.

7. **Effect of Addendum**. The parties acknowledge that this Addendum is an integral part of, and is incorporated into, each Franchise Agreement as the terms of this Addendum apply to the Franchised Business that is the subject of the particular Franchise Agreement. This Addendum will be attached to, incorporated in, and become a part of, the Franchise Agreements. The terms and conditions stated in this Addendum, to the extent they are inconsistent with the terms and conditions stated in the Franchise Agreements, will prevail over the terms and conditions of the Franchise Agreements. Capitalized terms used but not defined in this Addendum have the meanings set forth in the Franchise Agreements. Except as modified by this Addendum, the Franchise Agreements remain in full force and effect.

8. **Execution**. This Addendum may be executed electronically and in multiple counterparts, all of which together will constitute one and the same agreement. Notwithstanding the foregoing, this Addendum will only become effective upon execution by an authorized representative of Franchisor. Facsimile or electronic signatures will have the same legal effect as original signatures and may be used as evidence of execution.

[Signatures on following page.]

This Addendum is hereby executed by the parties as follows:

FRANCHISOR:

RENEW MEDIC FRANCHISING, LLC

By: _____
Name:
Title:

FRANCHISEE:

_____
[INSERT NAME]

OR

[INSERT ENTITY NAME, IF APPLICABLE]

By: _____
[INSERT NAME, TITLE]

STATE FRANCHISE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS

STATE	STATE ADMINISTRATOR	AGENT FOR SERVICE OF PROCESS
CALIFORNIA	Department of Financial Protection and Innovation 320 West Fourth Street, Suite 750 Los Angeles, California 90013 (213) 576-7500 or (866) 275-2677	Commissioner of Financial Protection and Innovation 320 West 4th Street, Suite 750 Los Angeles, California 90013
HAWAII	Department of Commerce and Consumer Affairs Business Registration Division 335 Merchant Street, Room 203 Honolulu, HI 96813 (808) 586-2744	Commissioner of Securities Business Registration Division 335 Merchant Street, Room 203 Honolulu, HI 96813
ILLINOIS	Franchise Bureau Office of the Attorney General 500 South Second Street Springfield, Illinois 62706 (217) 782-4465	Illinois Attorney General 500 South Second Street Springfield, Illinois 62706
INDIANA	Indiana Securities Division Secretary of State Room E-111 302 West Washington Street Indianapolis, IN 46204 (317) 232-6681	Indiana Secretary of State Room E-111 302 West Washington Street Indianapolis, IN 46204
MARYLAND	Office of the Attorney General Maryland Division of Securities 200 St. Paul Place Baltimore, MD 21202 (410) 576-7042	Maryland Securities Commissioner 200 St. Paul Place Baltimore, MD 21202
MICHIGAN	Michigan Department of Attorney General Consumer Protection Division 525 West Ottawa Street Williams Building, 6th Floor Lansing, MI 48933 (517) 335-7567	Michigan Department of Commerce Corporations and Securities Bureau 525 West Ottawa Street Williams Building, 6th Floor Lansing, MI 48933
MINNESOTA	Minnesota Department of Commerce Securities-Franchise Registration 85 7th Place East Suite 280 St. Paul, MN 55101-2198 (651) 539-1500	Minnesota Commissioner of Commerce 85 7th Place East Suite 280 St. Paul, MN 55101-2198

STATE	STATE ADMINISTRATOR	AGENT FOR SERVICE OF PROCESS
NEW YORK	NYS Department of Law Bureau of Investor Protection and Securities 28 Liberty Street, 21st Floor New York, NY 10005 (212) 416-8236	Secretary of State of New York One Commerce Plaza 99 Washington Avenue Albany, NY 12231
NORTH DAKOTA	North Dakota Insurance & Securities Department 600 East Boulevard Avenue Dept. 401 Bismarck, North Dakota 58505 Phone 701-328-2910	North Dakota Insurance & Securities Department 600 East Boulevard Avenue Dept. 401 Bismarck, North Dakota 58505 Phone 701-328-2910
RHODE ISLAND	Securities Division Department of Business Regulations 1511 Pontiac Avenue Cranston, RI 02920 (401) 462-9585	Director of Business Regulation 1511 Pontiac Avenue Cranston, RI 02920
SOUTH DAKOTA	South Dakota Department of Labor and Regulation Division of Insurance Securities Regulation 124 S. Euclid, Suite 104 Pierre, SD 57501 (605) 773-3563	Director of the Division of Insurance South Dakota Department of Labor and Regulation Division of Insurance 124 S. Euclid, Suite 104 Pierre, SD 57501
VIRGINIA	State Corporation Commission Tyler Building, Ninth Floor 1300 E. Main Street Richmond, VA 23219 (804) 371-9051	Clerk of the State Corporation Commission 1300 East Main Street, 1st Floor Richmond, VA 23219
WASHINGTON	Department of Financial Institutions Securities Division 150 Israel Road SW Tumwater, Washington 98501 (360) 902-8760	Director of Financial Institutions 150 Israel Road SW Tumwater, WA 98501
WISCONSIN	Division of Securities Department of Financial Institutions 201 W Washington Ave Suite 300 Madison, WI 53703 608-266-8557	Division of Securities, Department of Financial Institutions 201 W Washington Ave Suite 300 Madison, WI 53703

FDD EXHIBIT F

CURRENT FRANCHISEES
AS OF DECEMBER 31, 2025*

First Name	Last Name	Address	City	State	Zip	Telephone
Jeff	Dunfee	4727 Clyde Park Ave Sw Ste 5	Wyoming	Michigan	49509	(269) 501-4522
JT	Cape	205 Middlegreen Pl	Holly Springs	North Carolina	27540	(910) 916-0504
Guy	Cunningham	1457 Thomas Mason Place	Ballwin	Missouri	63011	(314) 575-3245
Kenneth	LaGreca	10136 Florence Ridge Dr	Clermont	Florida	34711	(352) 978-8953
Brandon	Gardner	4145 W 8370 S	West Jordan	Utah	84088	(720) 839-8453
Bob	Garland	6764 Cherry Laurel Dr	Liberty Township	Ohio	45044	(513) 435-2492
James	Thompson	15605 58th Place N	Plymouth	Minnesota	55446	(813) 843-5034
Bruno	Zbinden	2911 217th Avenue Court East	Lake Tapps	Wahington	98391	(503) 809-1642

*All franchisees signed a Multi-Unit Territory Addendum.

TERMINATIONS, TRANSFERS, CANCELLATIONS AND NON-RENEWALS
IN THE FISCAL YEAR ENDING DECEMBER 31, 2025

None.

REQUIRED STATE ADDENDA TO FDD
AND FRANCHISE AGREEMENT (WHERE APPLICABLE)

[See attached]

ADDENDUM TO THE DISCLOSURE DOCUMENT
FOR THE STATE OF CALIFORNIA

California Corporations Code, Section 31125 requires the franchisor to give the franchisee a disclosure document, approved by the Department Of Financial Protection and Innovation, prior to a solicitation of a proposed material modification of an existing franchise.

THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE OFFERING CIRCULAR.

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

THESE FRANCHISES HAVE BEEN REGISTERED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF CALIFORNIA. SUCH REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF FINANCIAL PROTECTION AND INNOVATION NOR A FINDING BY THE COMMISSIONER THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

ALL THE OWNERS OF THE FRANCHISE WILL BE REQUIRED TO EXECUTE PERSONAL GUARANTEES. THIS REQUIREMENT PLACES THE MARITAL ASSETS OF THE SPOUSES DOMICILED IN COMMUNITY PROPERTY STATES – ARIZONA, CALIFORNIA, IDAHO, LOUISIANA, NEVADA, NEW MEXICO, TEXAS, WASHINGTON AND WISCONSIN AT RISK IF YOUR FRANCHISE FAILS.

1. The following paragraph is added to the end of Item 3 of the Disclosure Document:

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

2. The following paragraph is added to the end of Item 6 of the Disclosure Document:

   Item 6 is amended to disclose that the maximum rate of interest permitted under California law is 10%.

3. The following paragraphs are added at the end of Item 17 of the Disclosure Document:

   The Franchise Agreement requires franchisee to sign a general release of claims upon renewal or transfer of the Franchise Agreement. California Corporations Code Section 31512 provides that any condition, stipulation or provision purporting to bind any person acquiring a franchise to waive compliance with any provision of that law or any rule or order thereunder is void.

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

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

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

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

The Franchise Agreement requires application of the laws of Georgia. This provision may not be enforceable under California law.

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

The California Department of Financial Protection and Innovation has imposed a surety bond requirement on us due to Franchisor's financial condition. We have posted a surety bond in the State of California, in compliance with such requirements.

ADDENDUM TO THE FRANCHISE AGREEMENT
FOR THE STATE OF CALIFORNIA

This Addendum relates to franchises sold in the state of California and is intended to comply with California statutes and regulations. In consideration of the execution of the Franchise Agreement ("Agreement"), the parties agree to amend the Agreement as follows:

Article V: FRANCHISEE'S OBLIGATIONS, Section A.2., is amended by the addition of the following language at the end of the paragraph:

> "The Franchisee's obligations stated in this Section A.2. shall apply only where the fulfillment of such obligations would inherently call upon the Franchisee to disclose and/or use any portion of the Franchisor's trade secrets or other confidential information. All other provisions of this agreement apply and will be fully enforced to the maximum extent permitted by law whether or not California law applies.

Article X: VIOLATION AND TERMINATION shall be supplemented by the following paragraphs:

> "The Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec. 101 et seq.)."

Article XI: RIGHTS AND DUTIES OF PARTIES UPON EXPIRATION, TERMINATION OR NON-RENEWAL is amended by the addition of the following language that appears therein:

> "Sections 20000 through 20043 of the California Business and Professions Code provide rights to the franchisee concerning termination, transfer, or non-renewal of a franchise. If the Agreement contains a provision that is inconsistent with the law, the law still controls."

> "The Agreement contains a covenant not to compete, which extends beyond the termination of the franchise. This provision may not be enforceable under California law."

Article XV: DISPUTE RESOLUTION is amended by the addition of the following language that appears therein:

> "The Agreement requires binding arbitration. The arbitration will occur in the metropolitan area of the Franchisor's then-current principal place of business. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California."

Article XV.J: GOVERNING LAW, is amended by the addition of the following language to the original language that appears therein:

> "The Agreement requires application of the laws of the State of Georgia. This provision may not be enforceable under California law."

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

The California Department of Financial Protection and Innovation has imposed a surety bond requirement on us due to Franchisor's financial condition. We have posted a surety bond in the State of California, in compliance with such requirements.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed, and delivered this Addendum to the Agreement on the same day and year that the Agreement has been executed.

RENEW MEDIC FRANCHISING, LLC:	**FRANCHISEE:**
	_____
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____

ADDENDUM TO THE DISCLOSURE DOCUMENT
FOR THE STATE OF HAWAII

The following information applies to franchises and Franchisees subject to Hawaii statutes and regulations. Item numbers correspond to those in the main body:

1. Cover Page Risk Factors:

THESE FRANCHISES 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 OF HAWAII OR A FINDING BY THE DIRECTOR 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 WHICH IS SUBJECT TO REGISTRATION WITHOUT FIRST PROVIDING TO THE FRANCHISEE, AT LEAST 7 DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANHCISE OR OTHER AGREEMENT, OR AT LEAST 7 DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION, BY THE FRANCHISEE, WHICHEVER OCCURS FIRST, A COPY OF THIS PUBLIC DISCLOSURE DOCUMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENT RELATING TO THE SALE OF THE FRANCHISE.

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

REGISTERED AGENT IN THE STATE AUTHORIZED TO RECEIVE SERVICE OF PROCESS: COMMISSIONER OF SECURITIES, DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS, BUSINESS REGISTRATION DIVISION, SECURITIES COMPLIANCE BRANCH, 335 MERCHANT STREET, ROOM 203, HONOLULU, HAWAII 96813.

2. Item 1. Item 1 is amended by the addition of the following language to the original language that appears therein:

If you intend to restore, repair or provide rejuvenation services for cabinetry, wood paneling or other similar fixtures, you may be required to obtain a contractor's license. The State of Hawaii has enacted a statute which requires persons providing certain services, the value of which exceeds $1,000, who are defined as contractors, to obtain a license from the state prior to providing such services. This statute is not specifically applicable to persons who restore or rejuvenate furniture or other similar surfaces. Rather, it is generally applicable to all persons who fall within the state's definition of contractor. You may wish to contact an attorney with knowledge of your state's licensing requirements or the appropriate state agency to determine whether you will be required to obtain a license before operating a Renew Medic Franchised Business.

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

ADDENDUM TO DISCLOSURE DOCUMENT
FOR THE STATE OF ILLINOIS

In recognition of the requirements of the Illinois Franchise Disclosure Act of 1987, as amended (the "Act"), this Disclosure Document is amended as follows:

Illinois law governs the agreements between the parties to this franchise.

Section 4 of the Act provides that any provision in a franchise agreement that designates jurisdiction or venue outside the State of Illinois is void. However, a franchise agreement may provide for arbitration outside of Illinois.

Section 41 of the Act provides that any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with the Act or any other law of Illinois is void.

Your rights upon termination and non-renewal of a franchise agreement are set forth in sections 19 and 20 of the Act.

The Illinois Attorney General's Office has imposed a surety bond requirement on us due to Franchisor's financial condition. We have posted a surety bond in the State of Illinois, in compliance with such requirements.

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

ADDENDUM TO FRANCHISE AGREEMENT
FOR THE STATE OF ILLINOIS

This Addendum relates to franchises sold in the state of Illinois and is intended to comply with Illinois statutes and regulations. In consideration of the execution of the Franchise Agreement (the "Agreement"), RENEW MEDIC FRANCHISING, LLC (the "Franchisor") and Franchisee agree to amend the Agreement as follows:

The conditions under which the Franchise Agreement can be terminated and the rights upon nonrenewal may be affected by Illinois Law, 815 ILCS 705/19 and 705/20.

Pursuant to 815 ILCS 705/4, any provision in a franchise agreement that designates jurisdiction or venue in a forum outside of this State is void, provided that a franchise agreement may provide for arbitration in a forum outside of this State. Therefore, Article XVJ. of the Agreement, under the heading "Governing Law," is amended by the substitution of the following language for the original language that appears therein:

> "This Agreement shall be interpreted and construed under the laws of the State of Illinois and any dispute between the parties shall be governed by and determined in accordance with the substantive law of the State of Illinois, which laws shall prevail in the event of any conflict of law a except as provided for in Article XV.A, Arbitration, of this Franchise Agreement."

Article XV.F. of the Agreement, under the heading "Two-Year Limitation on Claims" is deleted and replaced by the following language;

> "Any claim arising under the Illinois Franchise Disclosure Act, in connection with or in relation to this Agreement or its interpretation or enforcement, or alleging non-performance or any breach hereof on the part of RM shall be filed no later than 3 years from the date of its creation, or such claim will be automatically waived and forever barred.

The Illinois Attorney General's Office has imposed a surety bond requirement on Franchisor due to Franchisor's financial condition. Franchisor has posted a surety bond in the State of Illinois, in compliance with such requirements.

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

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed, and delivered this Amendment to the Franchise Agreement on the same day and year that the Franchise Agreement has been executed.

RENEW MEDIC FRANCHISING, LLC:	**FRANCHISEE:**
	_____
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____

ADDENDUM TO FRANCHISE AGREEMENT
FOR THE STATE OF INDIANA

This Addendum relates to franchises sold in the State of Indiana and is intended to comply with Indiana statutes and regulations. In consideration of the execution of the Franchise Agreement (the "Agreement"), RENEW MEDIC FRANCHISING, LLC (the "Franchisor") and Franchisee agree to amend the Agreement as follows:

1. Definitions. Capitalized terms used but not defined in this Addendum have the meanings given in the Agreement. The "Indiana Acts" means the Indiana Franchise Act and the Indiana Deceptive Franchise Practices Act.

2. Certain Provisions Modified. Any provision of the Agreement which would have any of the following effects is hereby modified to the extent required for the Agreement to be in compliance with the Indiana Acts:

(1) Requiring goods, supplies, inventories, or services to be purchased exclusively from the franchisor or sources designated by the franchisor where such goods, supplies, inventories, or services of comparable quality are available from sources other than those designated by the franchisor. However, the publication by the franchisor of a list of approved suppliers of goods, supplies, inventories, or services or the requirement that such goods, supplies, inventories, or services comply with specifications and standards prescribed by the franchisor does not constitute designation of a source nor does a reasonable right of the franchisor to disapprove a supplier constitute a designation. This subdivision does not apply to the principal goods, supplies, inventories, or services manufactured or trademarked by the franchisor.

(2) Allowing the franchisor to establish a franchisor-owned outlet engaged in a substantially identical business to that of the franchisee within the exclusive territory granted the franchisee by the franchise agreement; or, if no exclusive territory is designated, permitting the franchisor to compete unfairly with the franchisee within a reasonable area.

(3) Allowing substantial modification of the franchise agreement by the franchisor without the consent in writing of the franchisee.

(4) Allowing the franchisor to obtain money, goods, services, or any other benefit from any other person with whom the franchisee does business, on account of, or in relation to, the transaction between the franchisee and the other person, other than for compensation for services rendered by the franchisor, unless the benefit is promptly accounted for, and transmitted to the franchisee.

(5) Requiring the franchisee to prospectively assent to a release, assignment, novation, waiver, or estoppel which purports to relieve any person from liability to be imposed by the Indiana Deceptive Franchise Practices Act or requiring any controversy between the franchisee and the franchisor to be referred to any person, if referral would be binding on the franchisee. This subsection (5) does not apply to arbitration before an independent arbitrator.

(6) Allowing for an increase in prices of goods provided by the franchisor which the franchisee had ordered for private retail consumers prior to the franchisee's receipt of an official price increase notification. A sales contract signed by a private retail consumer shall constitute evidence of each order. Price changes applicable to new models of a product at the time of introduction of such new models shall not be considered a price increase. Price increases caused by conformity to a state or federal law, or the revaluation of the United States dollar in the case of foreign-made goods, are not subject to this subsection (6).

(7) Permitting unilateral termination of the franchise if such termination is without good cause or in bad faith. Good cause within the meaning of this subsection (7) includes any material violation of the franchise agreement.

(8) Permitting the franchisor to fail to renew a franchise without good cause or in bad faith. This chapter shall not prohibit a franchise agreement from providing that the agreement is not renewable upon expiration or that the agreement is renewable if the franchisee meets certain conditions specified in the agreement.

(9) Requiring a franchisee to covenant not to compete with the franchisor for a period longer than three years or in an area greater than the exclusive area granted by the franchise agreement or, in absence of such a provision in the agreement, an area of reasonable size, upon termination of or failure to renew the franchise.

(10) Limiting litigation brought for breach of the agreement in any manner whatsoever.

(11) Requiring the franchisee to participate in any (A) advertising campaign or contest; (B) promotional campaign; (C) promotional materials; or (D) display decorations or materials; at an expense to the franchisee that is indeterminate, determined by a third party, or determined by a formula, unless the franchise agreement specifies the maximum percentage of gross monthly sales or the maximum absolute sum that the franchisee may be required to pay.

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

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed, and delivered this Amendment to the Franchise Agreement on the same day and year that the Franchise Agreement has been executed.

RENEW MEDIC FRANCHISING, LLC:	**FRANCHISEE:**
	_____
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____

ADDENDUM TO THE DISCLOSURE DOCUMENT
FOR THE STATE OF MARYLAND

The following information applies to franchises and Franchisees subject to Maryland statutes and regulations. Item numbers correspond to those in the main body:

Item 17, under the heading "Renewal, Termination, Transfer and Dispute Resolution," is amended by the addition of the following language to the original language that appears therein:

> "The Maryland Franchise Registration and Disclosure Law allows a franchisee to bring a lawsuit in Maryland for claims arising under this law. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise."

Item 17, under the heading "Renewal, Termination, Transfer and Dispute Resolution," is amended by the addition of the following language to the original language that appears therein:

> "The general release required as a condition of sale, assignment, or transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law."

And;

> "Any provision in the Franchise Agreement which provides for termination upon bankruptcy of the Franchisee may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101 et seq.)"

The State of Maryland's Securities Division has imposed a surety bond requirement on us due to Franchisor's financial condition. We have posted a surety bond in the State of Maryland, in compliance with such requirements.

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

ADDENDUM TO FRANCHISE AGREEMENT
FOR THE STATE OF MARYLAND

This Addendum relates to franchises sold in the State of Maryland and is intended to comply with Maryland statutes and regulations. In consideration of the execution of the Franchise Agreement (the "Agreement"), RENEW MEDIC FRANCHISING, LLC (the "Franchisor") and Franchisee agree to amend the Agreement as follows:

Article IX of the Agreement, under the heading "Transferability of Interest" is amended by the addition of the following language to the original language that appears therein:

> "The general release required as a condition of assignment, sale or transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law."

Article X of the Agreement, under the heading "Violation and Termination," is amended by the addition of the following language to the original language that appears therein:

> "Any provision in the Franchise Agreement which provides for termination upon bankruptcy of the franchisee may not be enforceable under federal bankruptcy law (11U.S.C. Section 101 et seq.)."

Article XV.F. of the Agreement, under the heading, "Two-Year Limitation on Claims," is amended by the addition of the following language that appears therein:

> "Any claim arising under the Maryland franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise."

Article XV.J of the Agreement, under the heading "Governing Law," is amended by the addition of the following language to the original language that appears therein:

> "The Maryland Franchise Registration and Disclosure Law allows a franchisee to bring a lawsuit in Maryland for claims arising under this Law."

Article XVI of the Agreement, under the heading, "Miscellaneous," is amended by the addition of the following language that appears therein:

> "All representations requiring prospective franchisees to assent to a release, estoppels or waiver of liability are not intended to nor shall they act as a release, estoppels or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law."

The State of Maryland's Securities Division has imposed a surety bond requirement on us due to Franchisor's financial condition. We have posted a surety bond in the State of Maryland, in compliance with such requirements.

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

RENEW MEDIC FRANCHISING, LLC:	**FRANCHISEE:**
	_____
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____

ADDENDUM TO DISCLOSURE DOCUMENT
FOR THE STATE OF MINNESOTA

The following information applies to franchises and Franchisees subject to Minnesota statutes and regulations. Item numbers correspond to those in the main body:

1. Cover Page

Risk Factors:

THESE FRANCHISES HAVE BEEN REGISTERED UNDER THE MINNESOTA FRANCHISE ACT. REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF COMMERCE OF MINNESOTA OR A FINDING BY THE COMMISSIONER THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE MINNESOTA FRANCHISE ACT MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WHICH IS SUBJECT TO REGISTRATION WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, AT LEAST 7 DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST 7 DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION, BY THE FRANCHISEE, WHICHEVER OCCURS FIRST, A COPY OF THIS PUBLIC OFFERING STATEMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE FRANCHISE. THIS PUBLIC OFFERING STATEMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR AN UNDERSTANDING OF ALL RIGHTS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

2. Item 13

Item 13 is amended by the addition of the following language to the original language that appears therein:

With respect to franchises governed by Minnesota law, we will protect the franchisee's rights to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify the franchisee for any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name.

3. Item 17

Item 17 is amended by the addition of the following language to the original language that appears therein:

With respect to franchises governed by Minnesota law, we will comply with Minnesota Stat. Sec. 80C.14, Subds. 3, 4, and 5 which require, except in certain specified cases, (1) that you will be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the franchise agreement, and (2) that consent to the transfer of the franchise will not be unreasonably withheld.

Minn. Stat. Sec. 80C.21 and Minn. Rule 2860.4400J, prohibit franchisor from requiring litigation, to be conducted outside Minnesota. In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce: (1) any of the franchisee's rights as provided for in Minnesota Statutes, Chapter 80C, or (2) franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

Minn. Rule 2860.4400D prohibits a franchisor from requiring a franchisee to assent to a general release.

Minn. Rules 2860.4400J permits a franchisor to seek injunctive relief; however, a franchisee cannot consent to the franchisor obtaining injunctive relief. A Court will determine if a bond is required.

Limitations of Claims section must comply with Minnesota Statutes, Section 80C.17, Subd. 5.

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

4. Financial Condition – Surety Bond

The Minnesota Securities Registration Division has imposed a surety bond requirement on us due to the Franchisor's financial condition. We have posted a surety bond in the State of Minnesota, in compliance with such requirements.

ADDENDUM TO FRANCHISE AGREEMENT
FOR THE STATE OF MINNESOTA

This Addendum relates to franchises sold in the state of Minnesota and is intended to comply with Minnesota statutes and regulations. In consideration of the execution of the Franchise Agreement (the "Agreement"), RENEW MEDIC FRANCHISING, LLC (the "Franchisor") and Franchisee agree to amend the Agreement as follows:

Articles II and X of the Agreement, under the headings, "Term and Renewal" and "Violation and Termination" are amended by the addition of the following language to the original language that appears therein:

> "With respect to franchises governed by Minnesota law, the franchisor will comply with Minn. Stat. Section 80C.14, Subds. 3, 4 and 5 which require, except in certain specified cases, (1) that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the franchise agreement, and (2) that consent to the transfer of the franchise will not be unreasonably withheld."

Article XI.A of the Agreement, under the heading, "Franchisee's Obligations" is amended by the addition of the following language to the original language that appears therein:

> "The franchisor will protect the franchisee's rights to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify the franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name."

Article IX of the Agreement, under the heading, "Transferability of Interest", Section B.2. is hereby deleted pursuant to Minn. Rule 2860.4400D which prohibits a franchisor from requiring a franchisee to assent to a general release.

Article X of the Agreement, under the heading, "Other Remedies," Section F, is amended pursuant to Minn. Rule 2860.4400J, by the addition of the following language to the original language that appears therein:

> "The franchisor may seek injunctive relief; however, franchisee cannot consent to the franchisor obtaining injunctive relief. A Court will determine if a bond is required."

Article XV, under the heading, "Dispute Resolution" is amended by the addition of the following language to the original language that appears therein:

> "Minn. Stat. Sec. 80C.21 and Minn. Rule 2860.4400J, prohibit franchisor from requiring litigation, to be conducted outside Minnesota. In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce (1) any of the franchisee's rights as provided for in Minnesota Statutes, Chapter 80C, or (2) franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction."

Article XV.F. of the Agreement, under the headings, "Two-Year Limitation on Claims" is hereby deleted in its entirety and replaced with the following:

> "The Limitations of Claims must comply with Minnesota Statutes, Section 80C.17, Subd.5."

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

The Minnesota Securities Registration Division has imposed a surety bond requirement on us due to the Franchisor's financial condition. We have posted a surety bond in the State of Minnesota, in compliance with such requirements.

THESE FRANCHISES HAVE BEEN REGISTERED UNDER THE MINNESOTA FRANCHISE ACT. REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF COMMERCE OF MINNESOTA OR A FINDING BY THE COMMISSIONER THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE MINNESOTA FRANCHISE ACT MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WHICH IS SUBJECT TO REGISTRATION WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, AT LEAST 7 DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST 7 DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION, BY THE FRANCHISEE, WHICHEVER OCCURS FIRST, A COPY OF THIS PUBLIC OFFERING STATEMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE FRANCHISE. THIS PUBLIC OFFERING STATEMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR AN UNDERSTANDING OF ALL RIGHTS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed, and delivered this Addendum to the Agreement on the same day and year that the Agreement has been executed.

RENEW MEDIC FRANCHISING, LLC:	**FRANCHISEE:**
	_____
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____

ADDENDUM TO DISCLOSURE DOCUMENT
FOR THE STATE OF NEW YORK

In the State of New York only, this Disclosure Document is amended as follows:

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

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NEW YORK STATE DEPARTMENT OF LAW, BUREAU OF INVESTOR PROTECTION AND SECURITIES, 28 LIBERTY ST. 21ST FLOOR, NEW YORK, NY 10005. 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 Item 4:

Neither the franchisor, its affiliate, its predecessor, officers, or general partner during the 10-year period immediately before the date of the offering circular: (a) filed as debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; (b) obtained a discharge of its debts under the bankruptcy code; or (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within 1 year after that officer or general partner of the franchisor held this position in the company or partnership.

4. The following is added to the end of Item 5:

The initial franchise fee constitutes part of our general operating funds and will be used as such in our discretion.

5. The following is added to the end of the "Summary" sections of Item 17(c), titled "Requirements for you to renew or extend," and Item 17(m), 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.

6. 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.

7. The following is added to the end of the "Summary" section of Item 17(j), titled "Assignment of contract by franchisor":

However, no assignment will be made except to an assignee who in good faith and judgment of the franchisor, is willing and financially able to assume the franchisor's obligations under the Franchise Agreement.

8. 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.

9. The following is added to the end of Item 17: No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

ADDENDUM TO THE FRANCHISE AGREEMENT
FOR THE STATE OF NEW YORK

This Addendum relates to franchises sold in the state of New York and is intended to comply with New York statutes and regulations. In consideration of the execution of the Franchise Agreement (the "Agreement"), RENEW MEDIC FRANCHISING, LLC (the "Franchisor") and Franchisee agree to amend the Agreement as follows:

Article X of the Agreement, under the heading "VIOLATION AND TERMINATION", is amended by the addition of the following language to the original language that appears therein:

> "Franchisee may terminate this agreement on any grounds available by law."

Article IX of the Agreement, under the heading "TRANSFERABILITY OF INTEREST", Section H is amended by the addition of the following language to the original language that appears therein:

> "However, no assignment will be made except to an assignee who, in the good faith and judgment of the Franchisor is willing and able to assume the Franchisor's obligations under the Franchise Agreement."

Article XV.J. of the Agreement, under the heading "Governing Law" is amended by the addition of the following language to the original language that appears therein:

> "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."

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

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed, and delivered this Addendum to the Agreement on the same day and year that the Agreement has been executed.

RENEW MEDIC FRANCHISING, LLC	**FRANCHISEE:**
	_____
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____

ADDENDUM TO THE FRANCHISE AGREEMENT
FOR THE STATE OF NORTH DAKOTA

This Addendum relates to franchises sold in the state of North Dakota and is intended to comply with North Dakota statutes and regulations. In consideration of the execution of the Franchise Agreement (the "Agreement"), RENEW MEDIC FRANCHISING, LLC (the "Franchisor") and Franchisee agree to amend the Agreement as follows:

North Dakota Century Code Section 9-08-06 states "Every contract by which anyone is restrained from exercising a lawful profession, trade, or business of any kind is to that extent void, except: 1) One who sells the goodwill of a business may agree with the buyer to refrain from carrying on a similar business within a specified county, city, or a part of either, so long as the buyer or any person deriving title to the goodwill from him carries on a like business therein, and 2) Partners, upon or in anticipation of a dissolution of the partnership business has been transacted, or within a specified part thereof."

Article II B.3 of the Agreement, under the heading, "Term and Renewal," is amended to read as follows:

> "Any provision of this Agreement requiring the Franchisee to execute a release in a format designated by Renew Medic is hereby made null and void."

Article VIII of the Agreement, under the heading, "Violation and Termination," is amended to read as follows:

> "Any provision of this Agreement requiring you to consent to liquidated damages is hereby made null and void pursuant to Section 51-19-09 of the North Dakota Franchise Investment Law."

Article XII of the Agreement, under the heading "Dispute Resolution" is hereby amended by the addition of the following language:

> "Any provision of the Franchise Agreement which requires the franchisee to consent to waiver of exemplary and punitive damages is hereby by made null and void pursuant to Section 51-19-09 of the North Dakota Franchise Investment Law."

Article XII of the Agreement, under the heading, "Dispute Resolution", is amended to read as follows:

> "Arbitration and mediation proceedings shall be conducted within the State of North Dakota. Any provision of this Agreement requiring the franchisee to agree to a waiver of any statute of limitations is null and void."

Article XIII.K of the Agreement, under the heading, "Entire Agreement", is amended to read as follows:

> "The prevailing party in any enforcement action is entitled to recover all costs and expenses including attorneys' fees."

Article XIII.B.3. of the Agreement, under the heading, "Forum for Litigation" is amended to read as follows:

> "The venue of any litigation arising out of the franchise relationship between you and Renew Medic will be within the State of North Dakota."

Article XIII.C. of the Agreement, under the heading, "Mutual Waiver of Jury Trial" is amended to read as follows:

> "Both franchisor and franchisee will be allowed the option of a jury trial."

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

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed, and delivered this Addendum to the Agreement on the same day and year that the Agreement has been executed.

RENEW MEDIC FRANCHISING, LLC:	**FRANCHISEE:**
	_____
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____

ADDENDUM TO DISCLOSURE DOCUMENT
FOR THE STATE OF RHODE ISLAND

The following information applies to franchises and Franchisees subject to Rhode Island statutes and regulations. Item numbers correspond to those in the main body:

1. Item 1

Item 1 is amended by the addition of the following language to the original language that appears therein:

If you intend to restore, repair or provide rejuvenation services for cabinetry, wood paneling or other similar fixtures, you may be required to obtain a contractor's license. The State of Rhode Island has enacted a statute which requires persons providing certain services, the value of which exceeds $500, who are defined as contractors to obtain a license from the state prior to providing such services. This statute is not specifically applicable to persons who restore or rejuvenate furniture or other similar surfaces. Rather, it is generally applicable to all persons who fall within the statute's definition of contractor. You may wish to contact an attorney with knowledge of your state's licensing requirements or the appropriate state agency to determine whether you will be required to obtain a license before operating a Renew Medic Franchised Business.

2. Item 17

Item 17v and w is amended by the addition of the following language to the original language that appears therein:

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

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

ADDENDUM TO FRANCHISE AGREEMENT
FOR THE STATE OF RHODE ISLAND

This Addendum relates to franchises sold in the state of Rhode Island and is intended to comply with Rhode Island statutes and regulations. In consideration of the execution of the Franchise Agreement (the "Agreement"), RENEW MEDIC FRANCHISING, LLC (the "Franchisor") and Franchisee agree to amend the Agreement as follows:

Article XIII of the Agreement, under the heading "Miscellaneous" Section J: Choice of Law", is amended by the addition of the following language to the original language that appears therein:

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

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

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed, and delivered this Addendum to the Agreement on the same day and year that the Agreement has been executed.

RENEW MEDIC FRANCHISING, LLC:	**FRANCHISEE:**
	_____
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____

ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT
FOR THE STATE OF SOUTH DAKOTA

In the state of South Dakota only, this Disclosure Document is amended as follows:

Item 17 is amended to add the following at the end:

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

The State of South Dakota's Securities Regulation Office has imposed a surety bond requirement on us due to the Franchisor's financial condition. We have posted a surety bond in the State of South Dakota, in compliance with such requirements.

ADDENDUM TO DISCLOSURE DOCUMENT
FOR THE STATE OF VIRGINIA

The following information applies to franchises and Franchisees subject to Virginia statues and regulations. Item numbers correspond to those in the main body.

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.

Under Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to use undue influence to induce a franchisee to surrender any right given to him under the franchise. If any provision of the Franchise Agreement involves the use of undue influence by the franchisor to induce a franchisee to surrender any rights given to the franchisee under the franchise, that provision may not be enforceable.

Article XIII, Section B of the Franchise Agreement shall be enforceable to the extent permitted under the applicable laws of Virginia.

Only the terms of the Franchise Agreement and other related written agreements are binding (subject to applicable state law). Any representations or promises outside of the Disclosure Document and Franchise Agreement may not be enforceable.

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

ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT, FRANCHISE AGREEMENT, AND RELATED AGREEMENTS FOR THE STATE OF WASHINGTON

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

1. **Conflict of Laws**. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, chapter 19.100 RCW will prevail.

2. **Franchisee Bill of Rights**. RCW 19.100.180 may supersede provisions in the franchise agreement or related agreements concerning your relationship with the franchisor, including in the areas of termination and renewal of your franchise. There may also be court decisions that supersede the franchise agreement or related agreements concerning your relationship with the franchisor. Franchise agreement provisions, including those summarized in Item 17 of the Franchise Disclosure Document, are subject to state law.

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

4. **General Release**. A release or waiver of rights in the franchise agreement or related agreements purporting to bind the franchisee to waive compliance with any provision under the Washington Franchise Investment Protection Act or any rules or orders thereunder is void except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2). In addition, any such release or waiver executed in connection with a renewal or transfer of a franchise is likewise void except as provided for in RCW 19.100.220(2).

5. **Statute of Limitations and Waiver of Jury Trial**. Provisions contained in the franchise agreement or related agreements that unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

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

7. **Termination by Franchisee**. The franchisee may terminate the franchise agreement under any grounds permitted under state law.

8. **Certain Buy-Back Provisions**. Provisions in franchise agreements or related agreements that permit the franchisor to repurchase the franchisee's business for any reason during the term of the franchise agreement without the franchisee's consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.

9. **Fair and Reasonable Pricing**. Any provision in the franchise agreement or related agreements that requires the franchisee to purchase or rent any product or service for more than a fair and reasonable price is unlawful under RCW 19.100.180(2)(d).

10. **Waiver of Exemplary & Punitive Damages**. RCW 19.100.190 permits franchisees to seek treble damages under certain circumstances. Accordingly, provisions contained in the franchise agreement or elsewhere requiring franchisees to waive exemplary, punitive, or similar damages are void, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2).

11. **Franchisor's Business Judgement**. Provisions in the franchise agreement or related agreements stating that the franchisor may exercise its discretion on the basis of its reasonable business judgment may be limited or superseded by RCW 19.100.180(1), which requires the parties to deal with each other in good faith.

12. **Indemnification**. Any provision in the franchise agreement or related agreements requiring the franchisee to indemnify, reimburse, defend, or hold harmless the franchisor or other parties is hereby modified such that the franchisee has no obligation to indemnify, reimburse, defend, or hold harmless the franchisor or any other indemnified party for losses or liabilities to the extent that they are caused by the indemnified party's negligence, willful misconduct, strict liability, or fraud.

13. **Attorneys' Fees**. If the franchise agreement or related agreements require a franchisee to reimburse the franchisor for court costs or expenses, including attorneys' fees, such provision applies only if the franchisor is the prevailing party in any judicial or arbitration proceeding.

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

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

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

17. **Prohibitions on Communicating with Regulators**. Any provision in the franchise agreement or related agreements that prohibits the franchisee from communicating with or complaining to regulators is inconsistent with the express instructions in the Franchise Disclosure Document and is unlawful under RCW 19.100.180(2)(h).

18. **Advisory Regarding Franchise Brokers**. Under the Washington Franchise Investment Protection Act, a "franchise broker" is defined as a person that engages in the business of the offer or sale of franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. If a franchisee is working with a franchise broker, franchisees are advised to carefully evaluate any information provided by the franchise broker about a franchise.

[Signatures on Following Page]

The undersigned does hereby acknowledge receipt of this addendum. Dated this__day of_____, 20____

RENEW MEDIC FRANCHISING, LLC:	**FRANCHISEE:**
	_____
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____

ADDENDUM TO DISCLOSURE DOCUMENT
FOR THE STATE OF WISCONSIN

The following information applies to franchises and Franchisees subject to Wisconsin statues and regulations. Item numbers correspond to those in the main body.

1. Item 17

"The Wisconsin Fair Dealership Law supersedes any provision of the applicant's franchise contract or agreement inconsistent with that law."

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

ADDENDUM TO THE FRANCHISE AGREEMENT
FOR THE STATE OF WISCONSIN

This Addendum relates to franchises sold in the state of Wisconsin and is intended to comply with Wisconsin statutes and regulations. In consideration of the execution of the Franchise Agreement (the "Agreement"), RENEW MEDIC FRANCHISNG, LLC (the "Franchisor") and Franchisee agree to amend the Agreement as follows:

Article XIII.J of the Agreement, under the heading "Law," shall be amended by the addition of the following language:

"The Wisconsin Fair Dealership Law supersedes any provisions of the applicant's franchise contract or agreement inconsistent with that law."

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

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed, and delivered this Addendum to the Agreement on the same day and year that the Agreement has been executed.

RENEW MEDIC FRANCHISING, LLC:	**FRANCHISEE:**
	_____
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____

FDD EXHIBIT H

OPERATIONS MANUAL TABLE OF CONTENTS

[See attached.]

FRANCHISE OPERATIONS MANUAL

Renew Medic Franchising, LLC
57 Germantown Court, Suite 201
Cordova, Tennessee 38018
(800) 931-8072
RMsupport@tcbfranchising.com

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GENERAL RELEASE

THIS GENERAL RELEASE ("**Release**") is executed on _____ by:

(i) _____, a [state] [individual or type of entity] with a principal address at _____ (**"Franchisee"**);

(ii) _____, a [state] [individual or type of entity] with a principal address at _____ [and _____, a [state] [individual or type of entity] with a principal address at _____] (**"Owners"**); and, if applicable,

(iii) _____, a [state] [individual or type of entity] with a principal address at _____ (**"Transferee"**).

RECITALS

A. RENEW MEDIC FRANCHISING, LLC (**"Franchisor"**) and Franchisee are parties to the following Franchise Agreements (collectively, the "**Franchise Agreements**"):

Franchise Agreement Number(s)	Date of Agreement

B. Franchisee, Owners, and (if applicable) Transferee are executing this Release as a condition of (check one):

____(i) Franchisor consenting to a transfer of any interest in the Franchise Agreement or Franchisee's business or entity;

____(ii) Franchisor agreeing to enter into a successor Franchise Agreement with Franchisee; or

____(iii) Franchisor agreeing to amend the Franchise Agreement or waive any of its rights under the Franchise Agreement.

If this Release is executed under the conditions set forth in (ii) or (iii) above, all references in this Release to "Transferee" should be ignored.

AGREEMENT

In consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

1. Release by Franchisee, Transferee, and Owners. Franchisee and Transferee (on behalf of themselves and their parents, subsidiaries, and affiliates and their respective past and present officers, directors, shareholders, managers, members, agents, and employees, in their corporate and individual capacities), and Owners (on behalf of themselves and their respective heirs, representatives, successors and assigns) (collectively, the **"Releasors"**) freely and without any influence forever release (i) Franchisor, (ii) Franchisor's past and present officers, directors, shareholders, managers, members, agents, and employees, in their corporate and individual capacities, and (iii) Franchisor's past and present parents, subsidiaries, predecessors, and affiliates and their respective past and present officers, directors, shareholders, managers, members, agents, and employees, in their corporate and individual

capacities (collectively, the **"Released Parties"**), from any and all claims, debts, demands, liabilities, suits, judgments, and causes of action of whatever kind or nature, whether known or unknown, vested or contingent, or suspected or unsuspected (collectively, **"Claims"**), which any Releasor ever owned or held, now owns or holds, or may in the future own or hold arising out of, or relating to, any act, omission, or event occurring on or before the date of this Release, including, without limitation, (a) Claims arising under federal, state, and local laws, rules, and ordinances and (b) Claims arising out of, or relating to, the Franchise Agreement and any other agreements between any Releasor and Franchisor or Franchisor's parents, subsidiaries, or affiliates.

2. Risk of Changed Facts. Franchisee, Transferee, and Owners (on behalf of all Releasors) (a) understand that the facts in respect of which the release in Section 1 is given may turn out to be different from the facts now known or believed by them to be true and (b) hereby accept and assume the risk of the facts turning out to be different and agree that the release in Section 1 shall nevertheless be effective in all respects and not subject to termination or rescission by virtue of any such difference in facts.

3. Covenant Not to Sue. Franchisee, Transferee, and Owners (on behalf of all Releasors) covenant not to initiate, prosecute, encourage, assist, or (except as required by law) participate in any civil, criminal, or administrative proceeding or investigation in any court, agency, or other forum, either affirmatively or by way of cross-claim, defense, or counterclaim, against any person or entity released under Section 1 with respect to any Claim released under Section 1.

4. No Prior Assignment and Competency. Franchisee, Transferee, and Owners (on behalf of all Releasors) represent and warrant that: (a) the Releasors are the sole owners of all Claims and rights released in Section 1 and that the Releasors have not assigned or transferred, or purported to assign or transfer, to any person or entity, any Claim released under Section 1; (b) each Releasor has full and complete power and authority to execute this Release, and that the execution of this Release shall not violate the terms of any contract or agreement between them or any court order; and (c) this Release has been voluntarily and knowingly executed after each of them has had the opportunity to consult with counsel of their own choice.

5. Complete Defense. Franchisee, Transferee, and Owners (on behalf of all Releasors): (a) acknowledge that the release in Section 1 shall be a complete defense to any Claim released under Section 1; and (b) consent to the entry of a temporary or permanent injunction to prevent or end the assertion of any such Claim.

6. Waiver of Statutory Preservation Provisions. Franchisee, Transferee, and Owners (on behalf of all Releasors) each expressly waives any rights or benefits conferred by the provisions of Section 1542 of the California Civil Code, to the extent such provision would be applicable, which provides as follows:

> A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

This waiver extends to any other statute or common law principle of similar effect in any applicable jurisdiction, including without limitation, California and or any other jurisdiction in which the Releasors reside. Franchisee, Transferee, and Owners (on behalf of all Releasors) acknowledge and represent that they have each consulted with legal counsel before executing this release and that they understand its meaning, including the effect of Section 1542 of the California Civil Code, and expressly consent that this release shall be given full force and effect according to each and all of its express terms and provisions, including, without limitation, those relating to the release of unknown and unsuspected claims, demands, and causes of action.

7. Claims Under Washington Franchise Investment Protection Act. This Release shall not apply to any

Claims arising under the Washington Franchise Protection Act, RCW 19.100, and the rules adopted thereunder.

8. Successors and Assigns. This Release will inure to the benefit of and bind the successors, assigns, heirs, and personal representatives of the Released Parties and each Releasor.

9. Counterparts. This Release may be executed in two or more counterparts (including by scanned copy), each of which shall be deemed an original, and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, Franchisee, Transferee, and Owners have executed this Release as of the date shown above.

FRANCHISEE:

By: _____

Print Name: _____

Title: _____

Date: _____

TRANSFEREE:

By: _____

Print Name: _____

Title: _____

Date: _____

OWNER:

_____

Print Name: _____

Date: _____

OWNER:

_____

Print Name: _____

Date: _____

OWNER:

_____

Print Name: _____

Date: _____

FRANCHISEE QUESTIONNAIRE

THIS DOCUMENT WILL NOT BE SIGNED BY YOU, AND WILL NOT APPLY, IF THE OFFER OR SALE OF THE FRANCHISE IS SUBJECT TO THE STATE FRANCHISE REGISTRATION/DISCLOSURE LAWS IN THE STATES OF CALIFORNIA, HAWAII, ILLINOIS, INDIANA, MARYLAND, MICHIGAN, MINNESOTA, NEW YORK, NORTH DAKOTA, RHODE ISLAND, SOUTH DAKOTA, VIRGINIA, WASHINGTON, OR WISCONSIN.

As you know, Renew Medic Franchising, LLC (the "**Franchisor**") and you are preparing to enter into a franchise agreement (the "**Franchise Agreement**") for the establishment and operation of a specialty and mitigation restoration business under the Renew Medic™ mark (the "**Franchised Business**"). The purpose of this Questionnaire is to determine whether any statements or promises were made to you by existing franchisees, employees or authorized representatives of the Franchisor, or by employees or authorized representatives of a broker acting on behalf of the Franchisor ("**Broker**"), that have not been authorized, or that were not disclosed in the Disclosure Document or that may be untrue, inaccurate or misleading. The Franchisor, through the use of this document, desires to ascertain (a) that the undersigned, individually and as a representative of any legal entity established to acquire the franchise rights, fully understands and comprehends that the purchase of a franchise is a business decision, complete with its associated risks, and (b) that you are not relying upon any oral statement, representations, promises or assurances during the negotiations for the purchase of the franchise which have not been authorized by Franchisor.

In the event that you are intending to purchase an existing Franchised Business from an existing Franchisee, you may have received information from the transferring Franchisee, who is not an employee or representative of the Franchisor. Please review each of the following questions and statements carefully and provide honest and complete responses to each.

Are you seeking to enter into the Franchise Agreement in connection with a purchase or transfer of an existing Franchised Business from an existing Franchisee?

Yes___No____

I had my first face-to-face meeting with a Franchisor representative on_____, 20____.

Have you received and personally reviewed the Franchise Agreement, each addendum, and/or related agreement provided to you?

Yes___No____

Do you understand all of the information contained in the Franchise Agreement, each addendum, and/or related agreement provided to you?

Yes___No____

If no, what parts of the Franchise Agreement, any Addendum, and/or related agreement do you not understand? (Attach additional pages, if necessary.)

_____
_____
_____
_____
_____
_____

Have you received and personally reviewed the Franchisor's Disclosure Document that was provided to you?

Yes___No____

Did you sign a receipt for the Disclosure Document indicating the date you received it?

Yes___No____

Do you understand all of the information contained in the Disclosure Document and any state- specific Addendum to the Disclosure Document?

Yes___No____

If No, what parts of the Disclosure Document and/or Addendum do you not understand? (Attach additional pages, if necessary.)

_____
_____
_____
_____
_____
_____

Have you discussed the benefits and risks of establishing and operating a Franchised Business with an attorney, accountant, or other professional advisor?

Yes___No____

If No, do you wish to have more time to do so?

Yes___No____

Do you understand that the success or failure of your Franchised Business will depend in large part upon your skills and abilities, competition from other businesses, interest rates, inflation, labor and supply costs, location, lease terms, your management capabilities and other economic, and business factors?

Yes___No____

Has any employee of a Broker or other person speaking on behalf of the Franchisor made any statement or promise concerning the actual or potential revenues, profits or operating costs of any particular Franchised Business operated by the Franchisor or its franchisees (or of any group of such businesses), that is contrary to or different from the information contained in the Disclosure Document?

Yes___No____

Has any employee of a Broker or other person speaking on behalf of the Franchisor made any statement or promise regarding the amount of money you may earn in operating the franchised business that is contrary to or different from the information contained in the Disclosure Document?

Yes___No____

Has any employee of a Broker or other person speaking on behalf of the Franchisor made any statement or promise concerning the total amount of revenue the Franchised Business will generate, that is contrary to or different from the information contained in the Disclosure Document?

Yes___No____

Has any employee of a Broker or other person speaking on behalf of the Franchisor made any statement or promise regarding the costs you may incur in operating the Franchised Business that is contrary to or different from the information contained in the Disclosure Document?

Yes___No____

Has any employee of a Broker or other person speaking on behalf of the Franchisor made any statement or promise concerning the likelihood of success that you should or might expect to achieve from operating a Franchised Business?

Yes___No____

Has any employee of a Broker or other person speaking on behalf of the Franchisor made any statement, promise or agreement concerning the advertising, marketing, training, support service or assistance that the Franchisor will furnish to you that is contrary to, or different from, the information contained in the Disclosure Document or franchise agreement?

Yes___ No___

Have you entered into any binding agreement with the Franchisor concerning the purchase of this franchise prior to today?

Yes___ No___

Have you paid any money to the Franchisor concerning the purchase of this franchise prior to today?

Have you spoken to any other franchisee(s) of this system before deciding to purchase this franchise? If so, who? _____

If you have answered No to question 9, or Yes to any one of questions 10-17, please provide a full explanation of each answer in the following blank lines. (Attach additional pages, if necessary, and refer to them below.) If you have answered Yes to question 9, and No to each of questions 10-17, please leave the following lines blank.

_____

_____

_____

_____

_____

I signed the Franchise Agreement and Addendum (if any) on _____, 20___, and acknowledge that no Agreement or Addendum is effective until signed and dated by the Franchisor.

Please understand that your responses to these questions are important to us and that we will rely on them. By signing this Questionnaire, you are representing that you have responded truthfully to the above questions. In addition, by signing this Questionnaire, you also acknowledge that:

A. You recognize and understand that business risks, which exist in connection with the purchase of any business, make the success or failure of the franchise subject to many variables, including among other things, your skills and abilities, the hours worked by you, competition, interest rates, the economy, inflation, franchise location, operation costs, lease terms and costs and the marketplace. You hereby acknowledge your awareness of and willingness to undertake these business risks.

B. You agree and state that the decision to enter into this business risk is in no manner predicated upon any oral representation, assurances, warranties, guarantees or promises made by Franchisor or any of its officers, employees or agents (including any franchise broker) as to the likelihood of success of the franchise. Except as contained in the Disclosure Document, you acknowledge that you have not received any information from the Franchisor or any of its officers, employees or agents (including any franchise broker) concerning actual, projected or forecasted franchise sales, profits or earnings. If you believe that you have received any information concerning actual, average, projected or forecasted franchise sales, profits or earnings other than those contained in the Disclosure Document, please describe those in the space provided below or write "None."

_____

_____

_____

C. You further acknowledge that the President of the United States of America has issued Executive Order 13224 (the "**Executive Order**") prohibiting transactions with terrorists and terrorist organizations and that the United States government has adopted, and in the future may adopt, other anti-terrorism measures (the "**Anti-Terrorism Measures**"). The Franchisor therefore requires certain certifications that the parties with whom it deals are not directly involved in terrorism. For that reason, you hereby certify that neither you nor any of your employees, agents or representatives, nor any other person or entity associated with you, is:

(i) a person or entity listed in the Annex to the Executive Order;

(ii) a person or entity otherwise determined by the Executive Order to have committed acts of terrorism or to pose a significant risk of committing acts of terrorism;

(iii) a person or entity who assists, sponsors, or supports terrorists or acts of terrorism; or

(iv) owned or controlled by terrorists or sponsors of terrorism.

You further covenant that neither you nor any of your employees, agents or representatives, nor any other person or entity associated with you, will during the term of the Franchise Agreement become a person or entity described above or otherwise become a target of any Anti-Terrorism Measure.

Acknowledged this _____ day of _____, 20___.

Sign here if you are taking the franchise as an

INDIVIDUAL

_____
Signature
Print Name_____

_____
Signature
Print Name_____

_____
Signature
Print Name_____

_____
Signature
Print Name_____

_____

Sign here if you are taking the franchise as a

CORPORATION, LIMITED LIABILITY INDIVIDUAL COMPANY OR PARTNERSHIP

_____
Print Name of Legal Entity
By:_____
Signature
Print Name_____
Title_____

SBA ADDENDUM TO RENEW MEDIC FRANCHISE AGREEMENT

This SBA Addendum to the Renew Medic Franchise Agreement dated as of the date signed by the last party hereto (the "Effective Date"), between Renew Medic Franchising, LLC, a Delaware limited liability company ("Franchisor"), and _____, a _____ _____ ("Franchisee"), is entered into simultaneously with the execution of the Franchise Agreement.

RECITALS:

A. Franchisor and Franchisee have entered into the Franchise Agreement, pursuant to which Franchisee is authorized to operate the Franchised Business in the Territory.

B. Franchisee has obtained from a lender a loan (the "Loan") in which funding is provided with the assistance of the United States Small Business Administration ("SBA"). SBA requires the execution of this Addendum as a condition for obtaining the SBA assisted financing.

NOW THEREFORE, in consideration of the mutual covenants, agreements and obligations set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the Franchise Agreement as follows:

1. **Acknowledgment**. Franchisor and Franchisee acknowledge that as of the date hereof, the Franchise Agreement is in full force and effect, and Franchisor has sent no notice of default to Franchisee under the Franchise Agreement that remains uncured on the date hereof.

2. **Payment Method**. The following sentence is added to the end of Article III, Section G:

> Other than regularly scheduled payments and payments otherwise authorized in this Agreement, RM does not have the authority to unilaterally share, commingle, or withdraw funds from Franchisee's bank account.

3. **Transfer**. Notwithstanding anything to the contrary contained in Article IX, Sections A through F, RM's consent required for any Transfer of the Franchised Business will not be unreasonably withheld.

4. **Right of First Refusal**. The following sentence is added to the end of Article XVI, Section I of the Franchise Agreement:

> Notwithstanding anything to the contrary contained herein, RM may exercise its right of first refusal with respect to any Transfer of a partial interest in the Franchised Business only if the proposed transferee is not a current owner or family member of a current owner of Franchisee.

5. **Termination.** This Addendum automatically terminates on the earliest to occur of the following: (i) the Loan is paid; or (ii) SBA no longer has any interest in the SBA financing. On termination of this Addendum, the original terms of the Franchise Agreement shall be automatically reinstated.

6. **Terms.** Any capitalized terms that are not defined in this Addendum shall have the meanings given them in the Franchise Agreement.

7. **Effect.** Except as modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

IN WITNESS WHEREOF, the parties have duly executed, sealed, and delivered this SBA Addendum as of the day and year first above written.

FRANCHISOR:	**FRANCHISEE:**
RENEW MEDIC FRANCHISING, LLC	_____
By: _____	By: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

State Effective Dates

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration:

California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

This document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

STATE	EFFECTIVE DATE
California	Pending
Hawaii	Pending
Illinois	Pending
Indiana	Pending
Maryland	Pending
Michigan	Pending
Minnesota	Pending
New York	Pending
North Dakota	Pending
Rhode Island	Pending
South Dakota	Pending
Virginia	Pending
Washington	Pending
Wisconsin	Pending

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

RECEIPT

This disclosure document summarizes certain provisions of the Franchise Agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If RENEW MEDIC 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 or sooner if required by applicable state law.

New York and Iowa require that we give you this disclosure document at the earlier of the first personal meeting or 10 business days (14 days for Iowa) before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Michigan requires that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If RENEW MEDIC 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 and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580, and the appropriate state agency listed in Exhibit E.

The franchise seller(s) for this offering is (are):

( ) Mike Pearce	( ) Christopher Gammill	( ) _____
( ) _____	( ) _____	( ) _____

at RENEW MEDIC FRANCHISING, LLC, 57 Germantown Ct., Cordova, Tennessee 38018, Telephone: 844-326-5292.

Issuance Date: May 14, 2026

See Exhibit E for franchisor's agent for service of process in your state.

I have received a franchise disclosure document dated May 14, 2026 that included the following Exhibits:

A. Franchise Agreement
B. Financial Statements and Guaranty
C. Small-Market Franchise Addendum
D. Multi-Unit Territory Addendum
E. State Franchise Administrators and Agents for Service of Process
F. Franchisee List
G. Required State Addenda (if applicable)
H. Operations Manual Table of Contents
I. General Release
J. Franchisee Questionnaire
K. SBA Addendum
L. State Effective Dates and Receipts

Signature	Print Name	Date
Signature	Print Name	Date

(Please retain this copy for your files)

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( ) _____	( ) _____	( ) _____

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K. SBA Addendum
L. State Effective Dates and Receipts

Signature	Print Name	Date
Signature	Print Name	Date

(Please sign and return this copy to Renew Medic)