



**STORSQUARE FRANCHISE GROUP, LLC**  
**FRANCHISE DISCLOSURE DOCUMENT**

**ISSUANCE DATE: April 21, 2025**

## FRANCHISE DISCLOSURE DOCUMENT



### STORSQUARE FRANCHISE GROUP, LLC

A Georgia Limited Liability Company

4450 Winfred Drive

Marietta, GA 30066

(678) 212-5312

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[www.STORsquare.com](http://www.STORsquare.com)

STORsquare Franchise Group, LLC d/b/a STORsquare (“we”, “us” or the “Franchisor”) offers franchisees (“you” or the “Franchisee”) the opportunity to operate a portable storage container business offering moving services and storage solutions for residential and commercial customers with container drop-off, pick-up, and long-term storage capabilities under the trade name, logos and business system. (each a “Franchised Business”).

The total investment necessary to begin operation of a Franchised Business for one territory is from \$166,025 to \$437,900. This includes \$69,775 to \$163,400 that must be paid to us or our affiliates.

The estimated total investment necessary to operate a Franchised Business in multiple territories depends on the number of territories we grant you the right to operate in. By way of example, the total investment necessary to operate in five (5) territories is from \$380,150 to \$932,900. This includes \$238,900 to \$613,400 that must be paid to us or our affiliate(s).

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

You may wish to receive this Disclosure Document in another format that is more convenient for you. To discuss this availability of disclosures in different formats, please contact Doni Ferreira at 4450 Winfred Drive, Marietta, GA 30066 or (678) 212-5312.

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

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

**Issuance Date: April 21, 2025**

## State Cover Sheet

### **How to Use This Franchise Disclosure Document**

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

QUESTION	WHERE TO FIND INFORMATION
<b>How much can I earn?</b>	Item 19 may give you information about outlet sales, costs, profits, or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Exhibit C.
<b>How much will I need to invest?</b>	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.
<b>Does the franchisor have the financial ability to provide support to my business?</b>	Exhibit A includes financial statements. Please review these statements carefully.
<b>Is the franchise system stable, growing, or shrinking?</b>	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
<b>Will my business be the only STORsquare business in my area?</b>	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
<b>Does the franchisor have a troubled legal history?</b>	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
<b>What's it like to be a STORsquare franchisee?</b>	Exhibit C lists the current and former franchisees. You can contact them to ask about their experiences.
<b>What else should I know?</b>	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this Disclosure Document to better understand this franchise opportunity. See the Table of Contents.

## **What You May Need To Know About Franchising *Generally***

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

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

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

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

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

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

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

### **Some States Require Registration**

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

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

### **Special Risks to Consider about *This Franchise***

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

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

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

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

To simplify the language in this Disclosure Document, the words “we,” “our,” “us,” and “Franchisor” refers to STORsquare Franchise Group, LLC. We are a Georgia limited liability company organized on September 22, 2022, with a principal business address at 4450 Winfred Drive, Marietta, GA 30066. We have offered franchises since March 2023. We do business under our corporate name and under the trade name “STORsquare.” “You,” “your,” and “Franchisee” means the person or entity who buys a franchise, including the individual owners of an entity owned franchise.

**Agents for Service of Process**

Our agents for service of process in the states whose franchise laws require us to name a state agency as our agent for service of process are shown on Exhibit B.

**Parents, Predecessors and Affiliates**

The following affiliates are all Georgia limited liability companies with a principal business address at 4450 Winfred Drive, Marietta, GA, 30066 and each owns and operates the number of STORsquare outlets shown in the table below. We refer to each of these outlets as an “Affiliate Owned Outlet”. The Affiliate-Owned Outlets will not provide any products or services directly to you; however, their facilities may be used to host certain portions of the training we offer to our franchisees. None of the Affiliate-Owned Outlets offer franchises in any other line of business.

<b>Entity</b>	<b>Number of Affiliate-Owned Outlets</b>
<b>STORsquare Charlotte, LLC</b>	1
<b>STORsquare Atlanta Northeast, LLC</b>	1
<b>STORsquare Central Florida, LLC</b>	1
<b>STORsquare Atlanta Northwest, LLC</b>	1

Our affiliate STORsquare IP, LLC, a Delaware limited liability company, with a principal business address of 4450 Winfred Drive, Marietta, GA, 30066, holds and licenses all intellectual property to the franchise system. We refer to this affiliate-owned business as a “Company-Owned Affiliate.”

Other than those listed above, we do not have any other parents, predecessors, or affiliates to disclose in Item 1.

**The Franchise Being Offered**

We grant qualified franchisees the right to open and operate a Franchised Business which offer a portable storage container business offering moving services and storage solutions for residential and commercial customers with container drop-off, pick-up, and long-term storage capabilities. We may develop additional products in the future, and our franchisees may be permitted to offer these products if we permit them to do so. The franchise agreement authorizes you to use the trademarks, service marks, trade names, logos, and symbols we designate (the “Marks”) to provide portable storage container business offering moving services and storage solutions.

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

Our franchisees operate the Franchised Business from a specific street address or site that we have approved for their business premises (the “Site”). Each Franchised Business will require a secure outdoor storage lot located on flat, compacted ground with sufficient drainage and fill material base to support the equipment you will use in the operation of your Franchised Business (each a “Lot”). A Franchised Business is required to have one Lot and may be surrounded by up to four additional, contiguous territories for a total of five (5) territories serviced by a single Lot.

### **The Market and Competition**

The market for self-storage, transportation, and moving services is well developed. You can expect to compete in your market with locally owned businesses as well as national and regional businesses that sell similar products. You will compete with all other businesses that offer self-storage, transportation, and moving services. The market for these services is year-round but may be cyclical in colder climates.

Various factors, such as price, service, convenience, geographical location, local market, and economic conditions may affect your Franchised Business and competition. We recommend that you consult with your own independent business advisors to evaluate these and other factors before deciding to invest in a Franchised Business.

### **Applicable Regulations**

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

You should investigate whether there are any state or local regulations or requirements that may apply in the geographic area in which you intend to conduct business. You should consider both their effect on your

Franchised Business and the cost of compliance. You are responsible for obtaining all licenses and permits which may be required for your Franchised Business. We strongly recommend that before signing the Franchise Agreement, you engage a franchise attorney and other professional advisors to advise you in determining the laws, ordinances and regulations affecting your establishment or operation of a franchise, to assist you in evaluating the financial ramifications of this business decision, and the risks of this business investment.

**ITEM 2**  
**BUSINESS EXPERIENCE**

**Chase Brown – Co-Founder & CEO**

Chase Brown has served as our Co-Founder and CEO since September 2022. Mr. Brown has served as the President of STORsquare Group, LLC, in Marietta, Georgia since September 2016. Mr. Brown has over seven years of experience in the storage and shipping industry.

**Jacob Dean Thomsen – Co-Founder & Chief Operations Officer**

Jacob Dean Thomsen has served as our Co-Founder and Chief Operations Officer since September 2022. Mr. Thomsen has served as our Co-Founder and Chief Operations Officer of STORsquare Group, LLC, in Marietta, Georgia since November 2016. Mr. Thomsen will serve as the primary trainer for the franchise system and has over seven years of experience in the storage and shipping industry.

**Michael Paupeck – President**

Michael Paupeck has served as our President since January 2023. Mr. Paupeck served as the Chief Operating Officer and Partner at Weinberg, Wheeler, Hudgins, Gunn & Dial, LLC located in Atlanta, Georgia from March 2021 until April 2023. Mr. Paupeck served as Attorney and Partner at Weinberg, Wheeler, Hudgins, Gunn and Dial from January 2016 until March 2021.

**Adoniran (Doni) Ferreira – Head of Franchise Development**

Adoniran Ferreira has served as our Head of Franchise Development since April 2025. Mr. Ferreira previously served as the Franchise Development Manager for iTrip Franchise, in Nashville TN, from February 2019 until March 2025.

**ITEM 3**  
**LITIGATION**

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

**ITEM 4**  
**BANKRUPTCY**

No bankruptcy is required to be disclosed in this Item.

**ITEM 5**  
**INITIAL FEES**

**Franchise Fee**

We require a non-refundable initial franchise fee (the “Franchise Fee”) of \$54,900 for the operation of a Franchised Business in a single territory (a “Territory”) consisting of an area with a minimum of 300,000 individuals that your Franchised Business may provide services to. We may allow you to purchase additional population counts to be included in your Territory for a cost of \$0.20 per individual (Additional Territory Fee”) up to a maximum of 350,000 individuals per single territory. You must pay the Franchise Fee and any applicable Additional Territory Fee in a lump sum when you sign the Franchise Agreement. The Franchise Fee and Additional Territory Fee are not refundable under any circumstance. We offer a 10% discount on the Franchise Fee for qualified veterans of the United States Armed Forces.

**Additional Territory Discount**

We may offer you the right to purchase additional contiguous territories in the area surrounding your Territory at the time of the purchase of your initial territory (up to a total of five territories per Lot). If we grant you the right to operate in multiple territories surrounding your Franchised Business, those territories will be listed in your Franchise Agreement and considered a part of your Territory. If you are qualified, and we award you the right to purchase multiple territories, we provide a discount on the Franchise Fee as follows:

Total Number of Territories	Amount of Franchise Fee	Cumulative Franchise Fee
1	\$54,900	\$54,900
2	\$45,000	\$99,900
3	\$40,000	\$139,900
4	\$35,000	\$174,900
5	\$30,000	\$204,900

One Lot is required in your territory, and your Lot may support up to a total of five contiguous territories, or approximately 1,500,000 individuals in a contiguous territory. If the individual count exceeds 1,500,000 or if you are operating additional Franchised Businesses in non-contiguous territories, you must purchase an additional Franchised Business under a separate Franchise Agreement with us. The additional territory discount only applies if the applicable territories are purchased in a contiguous territory simultaneously at the time of initial purchase.

**Initial Square Container Purchase**

In addition to the Franchise Fee, we require you to pay us the non-refundable “Initial Square Container Purchase” of \$100,000, which covers the cost of the minimum initial purchase of 25 Square containers necessary to operate your Franchised Business, which may be financed over a five year period at a rate of \$85 per container per month (for 25 containers) at an estimated interest rate of 8.5% per year (based on reasonable credit).

**Technology Set Up Fee**

You will also be required to pay us a “Technology Set up Fee” of \$8,500 which covers the cost of setting up your technology in our system, prior to opening your Franchised Business.

**Initial Fees**

The Franchise Fee, Technology Set Up Fee, and Initial Square Container Purchase (collectively, “Initial Fees”) will be deemed fully earned upon payment and are not refundable under any circumstances. Except as described above, the Initial Fees are uniform for all franchisees and must be paid in a lump sum upon execution of the Franchise Agreement.

**ITEM 6**  
**OTHER FEES**

Type of Fee <sup>1</sup>	Amount	Due Date	Remarks
Royalty Fee	7.5% of Gross Revenue	Payable weekly beginning in the third week after receiving your containers.	Royalties are currently due weekly, but Franchisor will perform a monthly reconciling for each territory.  The Royalty Fee applies to each Territory in which you operate.
Brand Fund Contribution	2% of Gross Revenue	Payable weekly starting when you open for Franchised Business.	The purpose of the Brand Fund is to support general development and recognition of the STORsquare brand.  We may specify a different Brand Fund Contribution, not to exceed 4% upon written notice to you.
Brand Fund Materials	Our costs	As invoiced	Payable only if we reproduce or customize Brand Fund materials for you.
Local Advertising Expenditure	\$4,500 per month during your first 12 months of operations. After the expiration of the 12-month anniversary of the opening date, we may, at our discretion, lower the expenditure requirement to \$3,000 or such lower amount as we designate.	Monthly	Generally, you will pay vendors, media outlets, etc. directly for local advertising. However, we may require you to pay the funds to us or to an affiliate that will provide local marketing services to you.
Cooperative Advertising	Currently there are no advertising co-ops. If advertising co-ops are established by us, you may be required to contribute as approved by a majority vote of the members of the co-op.	Established by co-op	Not currently assessed. If the Franchisor forms a regional advertising or brand awareness co-op, you must contribute to the co-op. Any amount you must contribute to the co-op will be credited against the required Local Advertising Expenditure.

Type of Fee <sup>1</sup>	Amount	Due Date	Remarks
Grand Opening Advertising Expense <sup>3</sup>	\$10,000 for grand opening advertising and promotion.	Payable as incurred between the one month prior to opening the Franchised Business and the three months after opening the Franchised Business	In connection with the opening of the Franchised Business, you must submit a grand opening plan to us for our approval. We have the right to modify your grand opening plan, in our sole discretion, and may require you to use a public relations firm to assist with your grand opening.
Initial Training Fees	None, for up to 2 trainees unless you request, and we agree, to accept extra trainees.  \$500 per trainee, plus your costs and expenses, including travel and lodging.	Before training session begins	For all training, including initial training, you are responsible for all travel expenses, living expenses, wages, and other expenses incurred by your trainees. See Item 11 under "Training" for further information about our training program.
Training Fees – Optional and Remedial Training	\$500 per trainee, plus your costs and expenses, including travel and lodging.	Before training session begins	We can charge a training fee: (a) if we require remedial training as a result of your failure to comply with our brand standards; (b) for re-training persons who are repeating a training program, or their substitutes; and (c) for training programs that we make optional for franchisees. If we conduct on-site training, you must also pay the travel, meals, and lodging expenses for our trainer(s).
Technology Fee	\$95 per week	Payable weekly starting when you open for business.	The Technology Fee currently includes fees related to your access to and usage of our system, our intranet, any mobile applications we develop, and the System Website. We may add, delete, or otherwise modify the products and services that are included in the Technology Fee. There is no cap on the amount the Technology Fee may be increased.

Type of Fee <sup>1</sup>	Amount	Due Date	Remarks
Technology Setup Fee	\$8,500 per software license for the geographic area in which your Franchised Business operates.	Payable to us before opening your Franchised Business for operation.	<p>This is an initial fee you will pay to us before opening your Franchised Business to cover the cost of setting up your technology in our system.</p> <p>If you operate in multiple territories from one central location, you will not be required to pay more than one Technology Setup Fee.</p>
National and Regional Account Fees <sup>2</sup>	Varies between 5% to 10% of Gross Revenues for the account.	As invoiced	When we handle billing or invoicing on national account clients, we charge this fee to cover our costs for administering the work and billing and invoicing the client. We determine the fee for each job based on the size of the load and our arrangement with the national account.
Ongoing Purchases of Squares, Equipment, and Supplies	Will vary under the circumstances depending on size of your Territory.	Time of purchases	You will regularly purchase packing and moving supplies from us or our preapproved suppliers. <sup>4</sup> Periodically, you may need to replace or increase your inventory of Squares, equipment, trucks, trailers, marketing, and advertising materials, and other items we furnish.
Annual Convention	Currently \$500 for up to 2 attendees	As invoiced	Payable for you and your employees who attend the annual convention that we host. You are responsible for the travel and living expenses of you and your employees. If you do not attend the mandatory seminars, annual convention, you must pay us the applicable registration fee, regardless of the cause for non-attendance, unless you receive our advance written approval for such absence.
Regional Meeting	\$150 per franchise plus your cost of travel, lodging and meals off the meeting premises	As incurred	You will be obligated to send one person to an annual regional meeting.

Type of Fee <sup>1</sup>	Amount	Due Date	Remarks
Transfer fee	\$10,000 plus all brokerage commissions, finder fees and similar charges incurred by us in connection with the transfer of your franchise	On demand, prior to and as a condition of our consent to any proposed transfer	Payable to us as a condition of approval for transfer. No fee for transfer to corporation or entity that you own or control other than our costs to evaluate the proposed transfer.
Reimbursement	Amounts we expend on your behalf to cover payments due from you to third parties plus an administrative charge of 10% of such amounts.	On Demand	You are obligated to reimburse us for any amounts that you owe to third parties and which we pay on your behalf plus an administrative charge of 10% of such amounts payable to us.
Renewal Fee	\$10,000	Payable on execution of new Franchise Agreement, no later than 30 days before expiration of initial ten (10) year term or the first renewal term.	When your agreement term ends, you will have the option to continue the franchise relationship with us, subject to certain conditions.
Management Fee	10% of Gross Revenue during the period in which we manage your Franchised Business; plus, our expenses.	As invoiced	Payable only if: (a) the Principal Executive (see Item 15) dies or is incapacitated, and we elect to manage the Franchised Business pending transfer of his or her interest; or  (b) the Principal Executive is arrested for or formally charged with a serious criminal offense, and we take over operation of the Franchised Business pending final disposition of the charges.
Procurement of Insurance <sup>5</sup>	Cost of insurance plus 10% administration fee.	Upon demand	Payable only if you fail to maintain required insurance coverage and we elect to obtain coverage for you.
Indemnification <sup>6</sup>	Amount of claims	As incurred	You must reimburse us if we incur any damages, losses, or expenses, including reasonable attorneys' fees and other costs, as a result of claims arising from the operation of your Franchised Business.

Type of Fee <sup>1</sup>	Amount	Due Date	Remarks
Audit Costs	All amounts shown to be due, plus the cost of the audit, plus interest and late fees.	Upon demand	Payable only if: (a) you did not submit Gross Revenue statements; (b) you did not keep full books and records; or (c) the total Gross Revenue you reported for any three consecutive months is more than 2% below the audited Gross Revenue.
Late Fee	\$25 per day for each day in which any amounts owed to us are unpaid.	With payment of overdue amount	We can charge a Late Fee to compensate us for our administrative costs incurred in enforcing your obligation to pay us and submit required reports to us.
Interest <sup>7</sup>	18% per annum or the maximum rate permitted by applicable law, whichever is less.	Continues to accrue until paid.	Applies only if you do not pay us on time. We calculate interest from the date the payment was due until paid in full.
Attorneys' Fees	Our costs and expenses	As incurred	You must pay our costs and expenses if we are involved in litigation by or against you.

#### Notes to Item 6:

1. Unless otherwise noted, all fees are non-refundable, payable to us, and uniformly imposed on all franchisees receiving this offering. For all amounts payable to us and our affiliates, you must use the payment method(s) that we designate from time to time. As of the date of this Disclosure Document, we require payment by Automated Clearing House (ACH), or electronic funds transfer, and you must designate an account at a commercial bank of your choice and furnish the bank with authorizations at the time of signing your franchise agreement to permit us to make withdrawals from that account. Except as described in Notes 2 and 3, all fees listed in this chart are applicable to each Territory purchased and the amount of each fee will be due and payable in the manner and at the times described in this table for each Territory independently, and not in the aggregate.
2. *National and Regional Account Fees.* We may manage or provide support services to national and/or regional accounts that require centralized overview and support, and for purposes of responding to requests and referrals for services through our franchise system, managing those relationships, answering calls placed to our toll-free number or a national account on-line access system. In that case, we may charge you a fee between five and ten percent (5%-10%) of Gross Revenues generated by the account. The purpose of this fee is to defray the cost of providing national/regional account management services to the franchise system. We do not plan to charge a fee for simple referrals where we do not directly manage the relationship with the customer, but we reserve the right to do so.
3. *Grand Opening Advertising Expenditure.* We require you to spend \$10,000 on a grand opening marketing plan that we approve. The Grand Opening Advertising Expenditure is charged on a per territory basis, but under our discretion we may lower the spending requirement for franchisees operating multiple territories.
4. We are currently the only Approved Supplier for purchase of Squares you must obtain for use with your Franchised Business. You may obtain third party financing for the purchase of Squares, but we do

not currently offer direct financing or guarantee your obligations under any lease or financing agreement. We make no representations or warranties regarding your ability to enter into a lease or financing agreement, which will depend on factors such as the availability of third-party suppliers and your creditworthiness.

- i. If operating in a single Territory, you must purchase or lease at least 25 Squares prior to opening a Franchised Business and must have at least 40 squares in your inventory by the end of your ninth month of operation. Thereafter, you must purchase or lease the requisite number of Squares for the operation of the Franchised Business pursuant to the following schedule set forth below.

<b>Number of Months after Opening</b>	<b>Minimum Inventory of Squares</b>
9	40
12	60
24	120
36	180
48	240
60	300

- ii. If operating in two Territories, you must purchase or lease at least 40 Squares prior to opening a Franchised Business and must have at least 60 squares in your inventory by the end of your ninth month of operation. Thereafter, you must purchase or lease the requisite number of Squares for the operation of the Franchised Business pursuant to the following schedule set forth below.

<b>Number of Months after Opening</b>	<b>Minimum Inventory of Squares</b>
9	60
12	85
24	160
36	235
48	310
60	385

- iii. If operating in three Territories, you must purchase or lease at least 60 Squares prior to opening a Franchised Business and must have at least 80 squares in your inventory by the end of your ninth month of operation. Thereafter, you must purchase or lease the requisite number of Squares for the operation of the Franchised Business pursuant to the following schedule set forth below.

<b>Number of Months after Opening</b>	<b>Minimum Inventory of Squares</b>

9	80
12	120
24	210
36	280
48	350
60	420

iv. If operating in four Territories you must purchase or lease at least 80 Squares prior to opening a Franchised Business and must have at least 100 squares in your inventory by the end of your ninth month of operation. Thereafter, you must purchase or lease the requisite number of Squares for the operation of the Franchised Business pursuant to the following schedule set forth below.

<b>Number of Months after Opening</b>	<b>Minimum Inventory of Squares</b>
9	100
12	140
24	230
36	320
48	400
60	480

v. If operating in five Territories you must purchase or lease at least 100 Squares prior to opening a Franchised Business and must have at least 120 squares in your inventory by the end of your ninth month of operation. Thereafter, you must purchase or lease the requisite number of Squares for the operation of the Franchised Business pursuant to the following schedule set forth below.

<b>Number of Months after Opening</b>	<b>Minimum Inventory of Squares</b>
9	120
12	160
24	250
36	340
48	440
60	540

You must purchase the required number of squares as set forth in the above table during the first 60 months of operation if occupancy is at or above 85%. If occupancy is below 85%, your obligation to purchase additional squares as per the above table will be suspended and you will immediately increase your Local Advertising Expenditure to \$6,000 per month until such time as your monthly occupancy reaches 85%. Once your occupancy reaches 85%, your obligation to continue purchasing the minimum inventory of squares as required under the above table will resume and you will revert back to spending

the minimum amount you otherwise are required to spend on Local Advertising under your Franchise Agreement.

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

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

7. Interest begins from the due date.

*[Remainder of this page intentionally blank. Item 7 begins on following page.]*

**ITEM 7**  
**YOUR ESTIMATED INITIAL INVESTMENT**

**A. Estimated Initial Investment – One Territory**

Type of Expenditure	Low Amount	High Amount	Method of Payment	When Due	To Whom Payment is to be made
Initial Franchise Fee <sup>1</sup>	\$54,900	\$54,900	Lump sum	Upon execution of Franchise Agreement	Franchisor
Rent (3 months, plus security deposit) <sup>2</sup>	\$12,000	\$16,000	As incurred	Prior to opening	Lessor
Management and Technology System, and Technology Set Up Fee <sup>3</sup>	\$11,500	\$13,000	As arranged	Prior to opening	Franchisor, Suppliers
Initial Square Container Purchase <sup>4</sup>	\$6,375	\$100,000	As arranged	Prior to opening	Franchisor
Square Container Delivery Fee (delivery and offload) <sup>5</sup>	\$15,000	\$22,500	As arranged	Prior to opening	Suppliers
Container Truck & Portable Mover <sup>6</sup>	\$12,500	\$145,000	As arranged	Prior to opening	Suppliers
Signage/Graphics <sup>7</sup>	\$2,000	\$4,000	As arranged	As incurred	Suppliers
Utility Security Deposits <sup>8</sup>	\$0	\$500	Lump sum	Prior to opening	Utility companies
Travel Expense for Initial Training <sup>9</sup>	\$2,000	\$6,000	As incurred	As incurred	Transportation, hotels, restaurants
Opening Inventory and Supplies <sup>10</sup>	\$1,000	\$2,500	As arranged	Prior to opening	Suppliers
Grand Opening Marketing Expense <sup>11</sup>	\$10,000	\$10,000	As incurred	As incurred	Various suppliers and/or franchisor
Insurance Premiums (3 months) <sup>12</sup>	\$6,000	\$8,000	As arranged	Prior to opening	Insurance company
Professional fees <sup>13</sup>	\$2,500	\$5,000	As arranged	As incurred	Professional Advisors
Permits and Licenses <sup>14</sup>	\$250	\$500	As required by federal, state, and local governments	As required by federal, state, and local governments	Federal, state, and local government agencies
Additional Funds (3 months) <sup>15</sup>	\$30,000	\$50,000	As incurred	Weekly payroll, other expenses and purchases	Approved suppliers, employees, etc.
<b>TOTAL<sup>16</sup></b>	<b>\$166,025</b>	<b>\$437,900</b>			

**Notes to Chart 7(A) above:**

1. *Initial Franchise Fee.* Calculation of the Franchise Fee is discussed in detail in Item 5. The Franchise Fee shown is for a single Territory with a population of approximately 300,000 individuals.
2. *Rent (Three Months).* Lots will typically range in size from one to one and one-half acre for a single territory Franchised Business. The rent estimate contemplates three months' rent plus a lease

security deposit of an equal amount and is based on our knowledge of rent expenses in Marietta and Gainesville Georgia, Lakeland, Florida, and Concord, North Carolina. Rent expense for a facility from which to operate your Franchised Business will vary, based on location, square footage, age and condition of the structure, lease arrangements, and other such factors.

3. *Management and Technology System, and Technology Setup Fee.* See Item 8 for information regarding required computer equipment and software. We initially require you to have a computer or laptop with internet access. We do not currently specify specific hardware or an internet supplier, but we may do so in the future. However, you must have the ability to operate Quickbooks and access your point-of-sale and daily operating system. Your devices must be in good repair, with sufficient memory to carry out ordinary business functions, as provided in the Manual. We will not have independent access to your devices, but we reserve the right to require such access in the future to conduct periodic audits of any accounting records contained in such hardware. The fee also includes a one-time Technology Setup Fee which covers the costs to set up your initial point-of-sale and daily operating system, the administrative cost of creating and adding your website and email system (see Item 6).

4. *Initial Square Container Purchase.* These figures represent the estimated cost of the initial 25 Square containers necessary to operate your Franchised Business in a single Territory. The low estimate represents the cost of the Square containers financed over a five-year period at a rate of \$85 per container per month (for 25 containers) at an estimated interest rate of 8.5% per year (based on reasonable credit). The high estimate assumes that you purchase the Square containers outright. The costs listed here do not include any transportation or set up costs. See Item 8 for additional container schedule.

5. *Square Container Delivery Fee (delivery and offload).* This is the estimated cost for the transportation and delivery of the truck, portable mover, and initial 25 Square containers. The estimate may vary depending on the distance the supplier travels in transport, as well as other factors affecting delivery of goods, including gas prices.

6. *Container Truck and Portable Mover.* This is the estimated cost for the required truck and portable mover, necessary to operate the Franchised Business. We currently require a single axle, 26,000-pound GVR (Gross Vehicle Weight Rating) capable vehicle built to our specifications for use in the operation of your Franchised Business. The vehicle also features a specialized, custom bed specifically designed to work in tandem with the portable mover delivery system for on- and off-loading your Square containers. The low estimate represents the cost of the container truck and portable mover financed over a three-month period with a down payment of \$5,000 and a monthly payment of \$2,500 with an annual interest rate of 8.15% per year (based on reasonable credit). The high estimate assumes that you purchase the truck and portable mover outright. The estimate may vary depending on the distance the supplier travels in transport, as well as other factors affecting delivery of goods, including gas prices.

7. *Graphics.* The figures in the chart reflect the estimated range for decals, vehicle wraps, and QR codes for your required truck and containers.

8. *Utility Security Deposits (if applicable).* Utility companies may require you to place a deposit before installing telephone, gas, electricity, and related utility services at the location of your Franchised Business. These deposits may or may not be refundable in accordance with the agreements made with the utility companies.

9. *Travel Expenses to Training.* There is no tuition or fee for initial training for up to two (2) of your representatives. You are, however, responsible for making arrangements and paying the expenses for any persons attending the training program including, without limitation, transportation, lodging, meals and wages. The amount expended will depend, in part, on the distance you must travel and the type of accommodations you choose. The estimate provided contemplates costs associated with the training of two (2) people for our one-week training program in Marietta, Georgia.

10. *Opening Inventory and Supplies.* The opening inventory and supplies required for your Franchised Business includes basic office supplies, business cards, and lawn signs, as well as on-the-job supplies such as safety equipment, hand tarps, and tools necessary for operation. This list is not exclusive and there may be other inventory related purchases you may choose to make to operate your Franchised Business.

11. *Grand Opening Marketing Expense.* We require you to spend \$10,000 for grand opening activities in the one (1) month prior to opening your Franchised Business and the three (3) months after opening your Franchised Business. You will spend the Grand Opening Advertising Expense on SEO/Google Adwords, and other local advertising with our designated supplier.

12. *Insurance.* You must purchase and maintain insurance in the types and amounts described in the Franchise Agreement or Manual. This estimate covers three months' premiums for workers' compensation, commercial liability, property and casualty, business interruption, automobile, and employer liability insurance. Your cost of insurance may vary depending on the insurer, the location of your Franchised Business, your claims history, and other factors. You must provide certificates of insurance evidencing coverage to us on an ongoing basis.

13. *Professional Fees.* This estimates the costs of professional advisors (like an attorney and an accountant) for the initial review and advice consistent with the start-up of a franchised business.

14. *Business Licenses.* This estimates the costs of business licenses for you to begin operations of the Franchised Business. This estimate is based on our experiences with business licenses in Marietta, Georgia, and may vary depending on your state and local requirements.

15. *Additional Funds (3 months).* This category estimates your pre-operational expenses that are not listed in other categories, as well as additional funds necessary for the first three (3) months of your operations including expenses for this such as employee salaries and wages, utilities, payroll taxes (including payroll to cover the grand opening promotional period and the pre-opening training period for your staff), Royalty Fees, legal and accounting fees, additional advertising, health and workers' compensation insurance, bank charges, miscellaneous supplies and equipment, staff recruiting expenses, state tax and license fees, deposits, prepaid expenses, and other miscellaneous items. These figures are estimates and we cannot guarantee that you will not have additional expenses starting the business. Your costs depend on factors such as: how much you follow our methods and procedures; your management skill, experience, and business acumen; local economic conditions; the local market for our concept; the prevailing wage rate; competition; and the sales level reached during this initial period.

16. *Total.* Except as expressly indicated otherwise, these estimates cover your initial cash investment up to the opening of your Franchised Business. They do not provide for your cash needs to cover any financing incurred by you or your other expenses. You should not plan to draw income from the operation during the start-up and development stages of your Franchised Business, the actual duration of which will vary materially from franchisee to franchisee and cannot be predicted by us for your Franchised Business (and which may extend for longer than the three month "initial phase" described in Note 15. You must have additional sums available, whether in cash or through a bank line of credit, or you must have other assets which you may liquidate or against which you may borrow, to cover other expenses and any operating losses you may sustain, whether during your start-up and

development stage, or beyond. The amount of necessary reserves will vary greatly from franchisee to franchisee and will depend upon many factors, including the rate of growth and success of your business, which in turn will depend upon factors such as the demographics and economic conditions in the area in which your Franchised Business is located, the presence of other similar services or other public awareness of our business and trademarks within the general vicinity of your proposed Business, your ability to operate efficiently and in conformance with our recommended methods of doing business and competition. Because the actual amount of reserves will vary from operation to operation and cannot be meaningfully estimated by us, we urge you to retain the services of an experienced accountant or financial advisor to develop a business plan and financial projections for your particular operation.

The ranges and categories listed in the table above are based on our own experience and the experience of our franchisees in operating a Franchised Business. Your expenses may be significantly different depending on the suppliers you use and local costs. Do not rely on this estimate of expenses to predict your future performance because your expenses may differ from the ranges above and you will have additional expenses to third-party suppliers and to us which we have not listed. See Item 8 for additional information concerning your purchases from third-party suppliers.

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

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

*[Remainder of this page intentionally blank. Item 7 continues on following page.]*

**B. Estimated Initial Investment – Multiple Territories Under a Single Franchise Agreement**

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment Is to be Made
Franchise Fee <sup>2</sup>	\$204,900 (5 Territories)	Lump Sum	Upon signing of Franchise Agreement	Franchisor
Initial Investment to Open Franchised Business <sup>3</sup>	\$89,750 - \$260,500	This is the total from Chart 7(A) above minus the Franchise Fee, Initial Square Container Purchase, and Square Container.		
Initial Square Container Purchase (5 Territories). <sup>4</sup>	\$25,500 - \$400,000	See Note 4 below.		
Square Container Delivery Fee (5 Territories). <sup>5</sup>	\$60,000 - \$67,500	See Note 5 below.		
<b>TOTAL<sup>6</sup></b>	<b>\$380,150 to \$932,900</b>	This is the total estimated initial investment to operate a Franchised Business a total of five (5) Territories, as well as the costs to open and commence operating your Franchised Business for the first three months (as described more fully in Chart 7(A) of this Item).		

**Notes to Chart 7(B) above:**

1. *Generally.* All fees and payments are non-refundable, unless otherwise stated or permitted by the payee. This Chart details the estimated initial investment associated with operating a Franchised Businesses, in five (5) Territories. The chart does NOT include estimates for the purchase of additional trucks or containers for any Franchised Business other than the Franchised Business operating in these Territories.
2. *Franchise Fee.* The Franchise Fee is non-refundable. The Franchise Fee is described in greater detail in Item 5 of this Disclosure Document, and the Franchise Fee provided as an example in this Chart 7(B) is for the right to operate a Franchised Business in five (5) Territories.
3. *Estimated Initial Investment to Open Franchised Business.* This figure represents the total estimated initial investment required to open the Franchised Business. The range includes all the items outlined in Chart 7(A) of this Item, except for the Franchise Fee, Initial Square Container Purchase and Square Container Delivery Fee.

4. *Initial Square Container Purchase.* These figures represent the estimated cost of the initial 100 Square containers you must purchase prior to opening a Franchised Business that can operate within five (5) Territories. The low estimate represents the cost of the Square containers financed over a three-month period at a rate of \$85 per container per month (for 100 containers) at an estimated interest rate of 8.5% per year (based on reasonable credit). The high estimate assumes that you purchase the Square containers outright. The costs listed here do not include any transportation or set up costs. See Item 6 for additional container schedule.

5. *Square Container Delivery Fee (delivery and offload).* This is the estimated cost for the transportation and delivery of the truck, portable mover, and 100 initial Square containers required for a Franchised Business operating within five (5) Territories. The estimate may vary depending on the distance the supplier travels in transport, as well as other factors affecting delivery of goods, including gas prices.

6. *Total.* This is the Franchise Fee plus the estimated initial investment to open and commence operating your Franchised Business within five (5) Territories. This range does not include any of the costs you will incur in opening any additional Franchised Businesses that you are granted the right to open and operate.

## **ITEM 8** **RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES**

### **Required and approved purchases and suppliers:**

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

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

We or our affiliates may negotiate purchasing arrangements under which vendors agree to make goods or services available to Franchised Businesses on specific terms. You agree to participate in and abide by the terms of any vendor purchase program we establish. The following specific restrictions on your purchasing are in effect as of the issuance date of this Disclosure Document, but we can impose other restrictions at any time.

### **Items you must purchase from us or affiliates:**

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

*Squares* You must purchase all Square containers from us. The required Initial Square Purchase consists of 25 Squares for a single territory.

*Marketing Materials.* You must purchase all marketing materials from us or our affiliates. This includes all materials used in the Grand Opening Advertising Expense and the Local Advertising Expenditure.

*Technology Set Up Fee.* You will also be required to pay us a “Technology Set up Fee” of \$8,500 which covers the cost of setting up your technology in our system. prior to opening your Franchised Business.

**Items you must purchase from designated or approved third parties:**

*Operating Equipment.* You must purchase your truck, portable movers, and moving supplies from our approved suppliers.

*Management and Technology System.* You must purchase the computer equipment, and software from the suppliers and manufacturers that we designate from time to time. The computer equipment, and software consists of but is not limited to a laptop, headset, printer, scanner, and software from our approved supplier.

*Marketing Materials.* Some marketing materials, including those used in the Grand Opening Expenditure and the Local Advertising Expenditure, will need to be purchased from suppliers that we designate from time to time.

**Items that must meet our specifications:**

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

*Marketing Materials.* All marketing materials, including those used in the Grand Opening Expenditure and the Local Advertising Expenditure, must follow our specifications and will require our approval and approval of the vendor.

*Site.* We must approve of your Site.

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

**Type Minimum Coverage**

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

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

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

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

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

## **Vendor Approval Process:**

If we require you to use an approved vendor for a particular item, but you wish to purchase the item from a source that we have not approved, you may submit a written request for approval of the vendor, unless it is an item for which we have designated a specific vendor. To obtain approval, proposed vendors must demonstrate the ability to meet our standards and must possess adequate quality controls and capacity to supply your needs promptly and reliably. We will provide the relevant standards and specifications to vendors that wish to become approved vendors, provided that the proposed vendor signs a confidentiality agreement; however, we may refuse to disclose product formulations or specifications that we deem to be extremely sensitive. At our request, you must submit samples and other information we require to examine, test, and determine whether the proposed vendor meets our specifications and quality standards. We may also require that the proposed vendor allow our representatives to inspect its facilities. We may charge vendors a license fee to use our trademarks or other proprietary property. We may also charge vendors a rebate or other fee for participation in our purchasing program.

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

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

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

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

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

As noted above in this Item, vendors may make payments to us based on franchisees' use of the vendors. Vendor payments may include participation fees per franchise, rebates based on actual purchases, marketing contributions for joint promotion of the vendor's products with our brand, and/or sponsorship fees for conferences and other events. We will use any restricted funds in the manner agreed with the vendor. Except as limited by applicable law, we have the right to pass through, share or retain all or a portion of any rebates, commissions, discounts, or beneficial pricing that we obtain from vendors. We may use these monies to, among other things, recapture costs related to maintaining the vendor program, negotiating designated vendor arrangements, facilitating orders, and making a profit. As of the last fiscal year ending on December 31, 2024, neither we or our affiliates collected any revenue from franchisee required purchases.

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

We estimate that the proportion of your required purchases and leases from approved suppliers to all purchases and leases in establishing the Franchised Business is 80% to 90%. We estimate that the current proportion of your required purchases and leases from approved suppliers to all purchases and leases in operating the Franchised Business is approximately 80% to 90%, but this amount is subject to change.

There are no purchasing cooperatives or distribution cooperatives in our franchise system as of the date of this disclosure document. We do not provide material benefits to franchisees based on their purchase of particular products or services or use of particular vendors.

*[Remainder of this page intentionally blank. Item 9 begins on following page.]*

**ITEM 9**  
**FRANCHISEE'S OBLIGATIONS**

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

<b>Obligation</b>	<b>Section (§) in Agreement</b>	<b>Disclosure Document Item</b>
a. Site selection and acquisition/lease	FA §1.7	Item 11
b. Pre-opening purchases/leases	FA §7.2	Item 8
c. Site development and other pre-opening requirements	FA §7.4	Items 6, 7, and 11
d. Initial and ongoing training	FA Article 4, §7.4, Article 12	Items 6 and 11
e. Opening	FA §7.3	Item 11
f. Fees	FA Article 5	Items 5 and 6
g. Compliance with standards and policies/ Manual	FA §1.3, Article 7, Article 8	Items 8 and 11
h. Trademarks and proprietary information	FA §6	Items 13 and 14
i. Restrictions on products/ services offered	FA §7.2	Items 8 and 16
j. Warranty and customer service requirements	FA §7.8, §13, §18.3	Item 11
k. Territorial development	FA §2	Item 12
l. Ongoing product/service purchases	FA §7.2	Item 8
m. Maintenance, appearance, and remodeling requirements	FA §7.1, §7.2.1	Item 11
n. Insurance	FA Article 15	Items 6 and 8
o. Advertising	FA §7.6, §7.7, Article 9	Items 6, 8, and 11
p. Indemnification	FA Article 17	Item 6
q. Owner's participation/ management/staffing	FA §4.2.1, §7.4, §7.13	Items 11 and 15
r. Records/reports	FA Article 10	Item 16
s. Inspections/audits	FA §7.9, Article 10	Items 6 and 11
t. Transfer	FA Article 11, Article 12	Item 17
u. Renewal	FA Article 3	Item 17
v. Post-termination obligations	FA Article 11, Article 14	Item 17
w. Non-competition covenants	FA Article 11	Item 17
x. Dispute resolution	FA Article 21	Item 17
y. Other: Guaranty of franchisee obligations	FA §12.7.4, §24.1.8	Item 15

**ITEM 10**  
**FINANCING**

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

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

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

**Pre-Opening Obligations.** We have the following obligations to you before you open your Franchised Business:

1. We will conduct an initial training program as described below. (Franchise Agreement - §4.2.1)
2. We will approve your Site. (Franchise Agreement §1.6.)
3. We will loan to you one copy of the Manuals to use during the term of the franchise agreement. You may not reproduce the Manuals without our prior express written consent. The Manuals contain our standard operational procedures, policies, rules, and regulations with which you must comply, as well as specifications for equipment, signage, inventory and supplies for your Franchised Business. (Franchise Agreement - §4.2.3 and §8)
4. We will assist you in setting up your POS system, website, and email accounts. (Franchise Agreement - §5.8)
5. We will provide you with any specifications that we develop for fixtures, furnishings, equipment, and signage, which may include the names of approved suppliers. However, we do not supply these items directly, nor do we assist with delivery or installation. (Franchise Agreement - §7.2)
6. We will work with you on creating a pre-opening marketing plan for the Franchised Business. (Franchise Agreement - §5.10, §9.1.4, and §9.1.5)
7. We will provide opening support and assistance as we deem appropriate, at the time(s) and in the manner we determine. If you request opening support beyond what we customarily furnish to the Franchised Businesses, and if we agree to furnish the additional support, then we will have the right to impose a fee, plus expenses, for providing the agreed additional support. (Franchise Agreement - §4.2)

**Continuing Obligations.** We have the following obligations to you during the operation of your Franchised Business:

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

1. We will develop and maintain the brand standards (Franchise Agreement - §7.1);
2. We will manage the operation of the franchisee portal, if applicable (Franchise Agreement - §5.9);
3. We will manage the Brand Fund, as described below in this Item, and make available to you any creative materials financed by the Brand Fund. You agree to pay or to reimburse us for any costs to reproduce the materials and/or to customize the materials for your use (Franchise Agreement - §5.2.2, §5.2.3, and §9.1.1);

### **Local Advertising**

We require you to spend \$4,500 per month. in your local and digital marketing targeting your area (the “Local Advertising Expenditure”). After the expiration of the 12-month anniversary of the opening date, we may, in our discretion, lower the expenditure requirement to \$3,000 or such lower amount as we designate. You must obtain our advance written approval prior to using or producing any advertising or marketing materials using any of the Marks, in whole or in part. We will have the final decision on all creative development of advertising and promotional messages. If our written approval is not received within 14 days from the date we received the material, the material is deemed disapproved. We reserve the right to require you to discontinue the use of any advertising or marketing materials.

### **Grand Opening Marketing**

You will be required to create, and present for our approval, a grand opening marketing plan. This grand opening marketing plan requires you to spend \$10,000 (the “Grand Opening Advertising Expense”). The execution of this plan will take place in the one (1) month prior to opening and the three (3) months after opening your Franchised Business. The Grand Opening Advertising Expense is required on a per Territory basis, but under our discretion we may lower the spending requirement for franchisees operating multiple territories.

### **Cooperative Advertising**

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

### **Brand Fund**

We have established and administered a brand awareness fund (the “Brand Fund”) to promote and enhance the image, identity, or patronage of the System. We require you to contribute 2% of Gross Revenue per month to the Brand Fund in addition to the amounts required for local/co-op advertising as noted above (the “Brand Fund Contribution”). We may raise your contribution upon 30 days’ written notice to no more than 4%. The Brand Fund established by us is operated under the following parameters. All franchisees will generally be required to contribute to the Brand Fund at the same rate, and Affiliate-Owned Outlets are not required to contribute to the Brand Fund but do so at this time. The sums you and other franchisees contribute to the Brand Fund are deposited in our general operating account and segregated administratively on our books, but the funds are commingled with our general operating revenues. If we spend less than the total of all Brand Fund Contributions during any fiscal year, we may accumulate such sums for use in later years.

At your request, we will furnish to you within 120 days after the end of each of our fiscal years, an unaudited report certified as correct by one of our officers showing the Brand Fund balance at the beginning of the year, the total amount contributed by franchisees and allocated by us on behalf of our company-owned businesses, and the amount actually spent for the year, and the remaining balance or deficit in the Brand Fund at the end of the fiscal year. In the last fiscal year ending on December 31, 2024, we collected \$1,417.92 in Brand Fund Contributions.

We intend to spend an amount equal to the Brand Fund revenue received or allocated by us for national, regional, or local advertising, public relations, and promotional campaigns, typically in media such as direct mail advertising, newspapers, radio, and cable and local television. A reasonable portion of this sum may also be spent for other items including conducting marketing studies; and the production and purchase of advertising art, commercials, musical jingles, print advertisements, point of sale materials, media advertising, outdoor advertising art, and direct mail pamphlets and literature, and may also be allocated to reimburse us or our affiliates for internal expenses of operating an advertising department and administration of our advertising program. We determine, in our discretion, all matters relating to such advertising, public relations and promotional campaigns, and we are not required to allocate or expend brand fund contributions for the benefit of any particular franchisee or group of franchisees on a pro-rata or proportional basis. Brand Fund contributions will be used to promote the brand inside and outside of your market, including our long-distance moving services into and out of other markets. We are not required to spend any amounts on advertising in your Territory. In our most recent fiscal year, no Brand Fund money was disbursed. No Brand Fund Contributions are used solely for advertising to solicit new franchisees, however, the STORsquare website, public relations activities, community involvement activities, and other activities supported by the Brand Fund may contain information about franchising opportunities.

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

### **Promotional Campaigns**

We may periodically conduct promotional campaigns on a regional basis to promote the franchise system. You must participate in all promotional campaigns which we may establish for the region in which your Franchised Business is located.

### **Time Before Opening**

We estimate that the length of time between signing a Franchise Agreement and opening for Business will be approximately 180 to 270 days. The factors that may affect opening for business include your ability to complete training, your ability to obtain any needed permits or licenses, as well as the time needed to secure any financing. If you do begin operations of the Franchised Business within 270 days after signing the Franchise Agreement, we reserve the right to terminate the Franchise Agreement.

## **Training**

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

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

We will provide an experienced training staff. Our training staff will include Jacob Dean Thomsen who has served as our Co-Founder and Chief Operations Officer since November 2016 and has over 6 years of experience in the portable storage unit industry. Our training program is still being developed but will include classroom and on-the-job training as generally detailed in the table below. Instruction materials include our Manuals, digital training materials, and related workbooks.

*[Remainder of this page intentionally blank. Item 11 continues on following page.]*

## TRAINING PROGRAM

Subject	Virtual/Classroom Training	On-The-Job Training	Location
<b>Establishing the Business</b> <ul style="list-style-type: none"> <li>• Welcoming and Onboarding</li> <li>• Core Values, Vision Statement, KPIs</li> <li>• Business Model</li> <li>• Financial Model</li> </ul>	8	0	Marietta, Georgia, online, or other location we designate
<b>The Business and Background</b> <ul style="list-style-type: none"> <li>• Registration, Licensing, Insurance, Compliance</li> <li>• Understanding the Lease Agreement</li> <li>• HR and Supervisory Tasks</li> </ul>	8	0	Marietta, Georgia, online, or other location we designate
<b>Equipment and Systems</b> <ul style="list-style-type: none"> <li>• Container Delivery System</li> <li>• Fleet Management</li> <li>• Risk Management</li> </ul>	0	24	Marietta, Georgia, online, or other location we designate
<b>Marketing and Sales</b> <ul style="list-style-type: none"> <li>• Marketing Strategy and Tools</li> <li>• Strategic Partners</li> <li>• Sales Strategy and Tools</li> <li>• Sales Process and Quotation</li> </ul>	8	8	Marietta, Georgia, online, or other location we designate
<b>Operations and Management</b> <ul style="list-style-type: none"> <li>• Operating Software Training</li> <li>• Scheduling and Dispatch</li> <li>• Account Management</li> </ul>	16	0	Marietta, Georgia, online, or other location we designate
<b>Execution and Implementation</b> <ul style="list-style-type: none"> <li>• Launch Cadence and Timelines</li> <li>• Best Practices/Lessons Learned</li> <li>• Strategies for Leadership and Execution</li> </ul>	0	8	Marietta, Georgia, online, or other location we designate
<b>TOTALS:</b>	<b>40</b>	<b>40</b>	

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

## Computer Systems

You must obtain, maintain, and use the hardware, software, other equipment, and network connections that we specify periodically in the Manuals necessary to operate our customer relationship management system and other technology systems that we designate (collectively, the “Management and Technology System”). You must use the Management and Technology System to (i) enter and track purchase orders and receipts, attendance, and customer information, (ii) update inventory, (iii) enter and manage your customers’ contact information, (iv) generate sales reports and analysis relating to your Franchised Business, and (iv) provide other services relating to the operation of the Franchised Business. If we require you to use any proprietary software or to purchase any software from a designated vendor, you must execute and pay any fees associated with any software license agreements or any related software maintenance agreements that we or the licensor of the software require. You must replace, upgrade, or update at your expense the Management and Technology System as we may require periodically without limitation. We will establish reasonable deadlines for implementation of any changes to our Management and Technology System requirements.

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

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

We estimate that the Management and Technology System will cost between \$3,000 and \$4,500, which includes the cost of the hardware, software licenses, related equipment, and network connections, including related installation costs. We, or our approved suppliers, will act as vendors or suppliers of some or all of the components of the Management and Technology System. We estimate the annual updating and maintenance costs for the Management and Technology System to be between \$1,000 and \$2,000 annually.

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

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

You, at all times, must give us unrestricted and independent electronic access (including users IDs and passwords, if necessary) to the Management and Technology System for the purposes of obtaining the

information relating to the Franchised Business. You must permit us to download and transfer data via a high-speed internet connection or such other connection that we specify on a real-time basis. There are no contractual limitations on our right to access data stored in the Management and Technology System.

You must dedicate your computer system for use as the Management and Technology System only and use the Management and Technology System in accordance with our policies and operational procedures. Your employees must complete any and all training programs we reasonably require for the proper operation and use of the Management and Technology System. You may not use any other cash registers or computer systems in your Franchised Business.

### **Operations Manuals**

We currently have an Operating Manual. Attached as Exhibit D is a copy of the table of contents of our current Operating Manual, which indicates the number of pages devoted to each topic and the current total number of pages, 150, in the Manual. The Manual is being finalized and may change at any time.

### **Website**

We have established and intend to maintain an internet website that provides information about the franchise System (the “STORsquare Website”). We will include on the STORsquare Website local landing pages containing information about your Business. All information is subject to our approval before posting. We will have sole discretion and control over the STORsquare Website’s design and contents. You consent to the posting of information about your Franchised Business on the STORsquare Website.

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

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

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

**ITEM 12**  
**TERRITORY**

**Franchise Agreement**

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

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

A typical Territory will consist of a population of approximately 300,000 individuals (with a variance that may be granted by Franchisor in its discretion) and will generally be defined using postal zip codes present at the time the Territory is established. Nonetheless, the population of the Territory may vary depending on a number of factors that we determine, including the geographic size of the Territory. You will be able to choose your Territory based on available pre-defined Territories. We will use the most recent population information available in the U.S. Census Data, or other population statistical sources of our choosing to determine populations. Once we have determined your Territory, it will be defined in Appendix A to your Franchise Agreement. We make no representation or guaranty about the accuracy of the data provided by the third-party providers and therefore the actual population may be different than the actual counts at the time of signing the Franchise Agreement.

In our sole discretion, we may allow you to add population to your existing Territory during the term of your Franchise Agreement. If we do so, you will be required to pay our then current additional population fee, currently twenty cents (\$0.20) per person.

We and our affiliates retain all rights not expressly granted to you in the franchise agreement. Among other things, regardless of the proximity to or the effect on your Franchised Business, we and our affiliates can:

- establish, operate, franchise, and license others to operate Businesses under the Marks at any location outside of the Territory;
- operate a Franchised Business under the Marks inside the Territory if: (i) we (or our affiliate) is operating a Franchised Business under the Marks in the Territory as of the date you sign the franchise agreement; or (ii) we have notified you before you signed the franchise agreement that we (or our affiliate) intends to operate a business under the Marks in the Territory;
- use the Marks in other lines of business, anywhere in the world;

- establish and operate, and to grant others the right to establish and operate, similar businesses or any other businesses offering similar or dissimilar products and services through similar or dissimilar channels of distribution, at any locations inside or outside the Territory, under trademarks or service marks other than the Marks;
- develop, manufacture, have manufactured, advertise, market, sell and distribute, at retail or wholesale, and license others to manufacture, sell or distribute, goods or services that are identical or similar to and/or competitive with those provided at your Franchised Business, whether under the Marks or any other name or mark, through dissimilar channels of distribution, including but not limited to through the internet, mobile applications, telemarketing, retail stores, and wholesale clubs, or other distribution outlets (other than Businesses) both inside and outside the Territory;
- establish and operate, and to grant others the right to operate, businesses offering dissimilar products and services both inside and outside the Territory under the Marks; and
- to acquire, be acquired by, or merge with other brands or outlets, even if the concepts or outlets are similar to the business operated under the System, and even if they have locations in the Territory. We will also have the right, in our sole discretion, to convert one or more outlets of the acquired, acquiring or merged brand to a Franchised Business within the Territory.

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

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

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

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

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

### **Rights We Retain**

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

- (a) solicit customers for you as well as advertise and promote sales of Franchised Businesses anywhere, including within the Territory;
- (b) offer and sell (or authorize others to offer and sell) services other than related to the Franchised Business under any names and marks other than the Marks;
- (c) distribute or license the manufacture or distribution of goods and products, regardless of whether or not such products are authorized for offer and sale through the Business, within the Territory, under other trademarks licensed by us or otherwise held by us, or through any means of distribution (e.g., direct mail, retail outlets, internet, other alternate channels of distribution) not otherwise prohibited by the Franchise Agreement;
- (d) establish and operate and grant to others the right to establish and operate, a Franchised Business anywhere outside of the Territory, regardless of proximity to the Territory or to your Franchised Business;
- (e) purchase, merge, acquire (or be acquired by), affiliate with, or engage in any transaction with other businesses (whether competitive or not) having one or more locations, wherever located, including, but not limited to, transactions or arrangements involving competing outlets and/or brand conversions (to or from the STORsquare brand and System);
- (f) engage in any other activity, action or undertaking that we are not expressly prohibited from taking under the Franchise Agreement; and
- (g) develop, operate, and franchise similar or dissimilar systems under trademarks, service marks, and commercial symbols other than the Marks, without offering them to you.

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

We are not required to pay you if we exercise any of the rights specified above. We are not required to grant you any additional Territories, expand your Territory, or allow you to relocate your Territory or your Franchised Business.

### **ITEM 13** **TRADEMARKS**

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

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

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

<b>Mark</b>	<b>U.S. Registration Number</b>	<b>Registration Date</b>
STORsquare	5,330,951	November 7, 2017
	5,342,041	November 21, 2017

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

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

We have the right to control any administrative proceeding or litigation involving a trademark licensed by or to you. If you learn of any claim, suit, or demand against you by a third party for any alleged infringement, unfair competition, or similar matter due to your use of the Marks, in accordance with the

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

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

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

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

If it becomes advisable at any time in our sole discretion for us or you to modify or discontinue use of the Marks or use one or more additional or substitute trade or service marks, you must comply with our directions to modify or discontinue the use of the Marks within the time frame specified by us. We may add to, delete, or modify our Marks. You must accept, use, or cease using, as may be applicable, the Marks,

including modified or additional Marks in accordance with our prescribed procedures, policies, rules, and regulations whether contained in the Manuals, in the Franchise Agreement, or otherwise. You will not be compensated as a result of any discontinuation or modification of the Marks.

## **ITEM 14** **PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION**

**Patents.** We do not own any patents that are material to the franchise.

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

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

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

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

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

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

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

You must designate an individual who will be responsible for the day-to-day operational performance of the Franchised Business and who has the authority to bind Franchisee in all decisions regarding the Franchised Business (the “Principal Executive”). If the Franchisee is an entity, your Principal Executive must own at least a 10% interest in the franchise.

Your Franchised Business must always be under the direct, full-time supervision of a trained manager, which may be you if you are an individual, or may be an individual you select (and we approve) if you are a business entity (a “Key Manager”). Unless we approve your employment of management personnel to operate the Franchised Business, you must actively participate in the actual operation of the Franchised Business and devote as much of your time as is reasonably necessary for its efficient operation. We recommend that you actively participate in the operation and supervision of the Franchised Business. You (if you are an individual) and/or your approved management must attend our training programs. Refer to Item 11 for details. You or your management must complete our initial training program to our sole, subjective satisfaction. We do not require your management to have an equity interest in the Franchised Business.

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

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

**ITEM 16**  
**RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL**

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

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

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

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

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

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

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

**ITEM 17****RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION****THE FRANCHISE RELATIONSHIP**

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

**A. Franchise Agreement**

Provision	Section (§) in Franchise Agreement (FA)	Summary
a. Length of the franchise term	§3.1	The term is 10 years from the date we execute the FA.
b. Renewal or extension of the term	§3.2	If Franchisee is not in default under the FA, and if Franchisee has the right to continue to occupy the Site, Franchisee may renew the FA (a “Renewal”) for two (2) additional terms of ten (10) years each (each a “Renewal Term”).
c. Requirements for you to renew or extend <sup>1</sup>	§3.2	Franchisee shall exercise its option to renew the Initial Term of this Agreement for a Renewal Term by providing written notice thereof to Franchisor not less than six (6) and not more than twelve (12) months prior to the expiration of the Initial Term or the then current Renewal Term; otherwise, the renewal option shall expire automatically (the Initial Term and each Renewal Term is referred to herein as the “Term”). At least thirty (30) days prior to the start of a Renewal Term, Franchisee shall pay to Franchisor a renewal fee in an amount equal to ten thousand dollars (\$10,000). Each Renewal will be in accordance with Franchisor’s then current terms and conditions for granting renewal franchises, which may include: (i) execution of a new and modified franchise agreement with different performance standards, fee structures and/or increased fees; (ii) execution of a general release, in a form satisfactory to Franchisor, of any and all claims against Franchisor, its parent, subsidiaries or affiliates (if applicable) and their officers, directors, attorneys, shareholders and employees; and (iii) a requirement that Franchisee upgrade or refurbish Equipment to conform to Franchisor’s then-current standards.
d. Termination by you	Not Applicable	Subject to state law
e. Termination by us without cause	Not Applicable	Not Applicable
f. Termination by us with cause	§13	As defined in (g.) and (h.) below. In addition, your default under any other agreement that you or an affiliate has with us, or our affiliates, will constitute a default subject to any applicable provisions for notice and cure set forth in the other agreement.

Provision	Section (§) in Franchise Agreement (FA)	Summary
g. "Cause" defined – curable defaults	§13.1.2	<p>If Franchisee fails to pay any financial obligation pursuant to this Agreement (a) within five (5) days of the date on which Franchisor gives notice of such delinquency, (b) immediately upon written notice if such payment has not been made within sixty (60) days after the date on which it is required to be paid, or (c) immediately upon written notice if Franchisee is determined to have under-reported its Gross Revenues during any month by two percent (2%) or more of the actual Gross Revenues during such month on two (2) or more occasions during the Term of this Agreement, whether or not Franchisee subsequently rectifies such deficiency;</p> <p>If Franchisee fails, for a period of fifteen (15) days after notification of non-compliance by an appropriate authority to comply with any law or regulation applicable to the operation of the Franchised Business;</p> <p>If Franchisee fails to perform or breaches any covenant, obligation, term, condition, warranty, or certification herein or fails to operate the Franchised Business as specified by Franchisor in the Manual, fails to pay promptly any undisputed invoices from Franchisor or suppliers, and fails to cure such non-compliance or deficiency within thirty (30) days (or such longer term as granted by Franchisor) after Franchisor's written notice thereof;</p> <p>If Franchisee abandons or ceases to operate all or any part of the Franchised Business conducted under this Agreement for seventy-two (72) hours or longer (except as otherwise provided herein) or defaults under any mortgage, deed of trust or lease with Franchisor or any third party covering the Franchised Business or the Site, fails to cure such abandonment or default and Franchisor or such third party treats such act or omission as a default, and Franchisee fails to cure such default to the satisfaction of Franchisor or such third party within any applicable cure period granted Franchisee by Franchisor or such third party.</p>

Provision	Section (§) in Franchise Agreement (FA)	Summary
h. "Cause" defined – non-curable defaults	§13.1.1	<p>Automatically, without notice or action required by Franchisor, if Franchisee becomes insolvent or makes a general assignment for the benefit of creditors, or, unless otherwise prohibited by law, if a petition in bankruptcy is filed by Franchisee, or such a petition is filed against and consented to by Franchisee or not dismissed within thirty (30) days, or if a bill in equity or other proceeding for the appointment of a receiver of Franchisee or other custodian for Franchisee's business or assets is filed and consented to by Franchisee, or if a receiver or other custodian (permanent or temporary) of Franchisee's assets or property, or any part thereof, is appointed; or if a final judgment in excess of Five Thousand Dollars (\$5,000) against Franchisee relating to the Franchised Business remains unsatisfied or of record for sixty (60) days or longer (unless a bond is filed or other steps are taken to effectively stay enforcement of such judgment in the relevant jurisdiction);</p> <p>If Franchisee fails to commence operation of the Franchised Business as required by Article 7 of the FA;</p> <p>If Franchisee makes, or has made, any materially false statement or report to Franchisor in connection with this Agreement or application therefore;</p> <p>If there is any violation of any transfer and assignment provision contained in Article 12 of the FA;</p> <p>If Franchisee receives from Franchisor three (3) or more notices to cure the same or similar defaults or violations of this Agreement during any twelve (12) month period;</p> <p>If Franchisee or its Operating Principal or Key Manager fails to complete to Franchisor's reasonable satisfaction any of the training required pursuant to Section 7.4 of the FA;</p> <p>If Franchisee violates any covenant of confidentiality or non-disclosure contained in Article 11 of the FA or otherwise discloses, uses, permits the use of, copies, duplicates, records, transmits or otherwise reproduces any manuals, materials, goods, or information created or used by Franchisor and designated for confidential use within the System without Franchisor's prior approval;</p> <p>If Franchisee or any person controlling, controlled by or under common control with Franchisee, or any principal officer or employee of Franchisee or any such person, owning an interest in the Franchised Business is convicted of a felony, or any other crime or offense that is reasonably likely, in the sole opinion of Franchisor, to affect adversely the System, the Marks, or the goodwill associated therewith;</p> <p>If Franchisee or any guarantor(s) hereof default on any other agreement with Franchisor, or any affiliate or parent corporation of Franchisor, and such default is not cured in accordance with the terms of such other agreement;</p> <p>If Franchisee fails to perform or breaches any covenant, obligation, term, condition, warranty or certification in the FA related to the Marks, including misuse of the Marks.</p>

Provision	Section (§) in Franchise Agreement (FA)	Summary
i. Your obligations on termination/non-renewal	§14.1	<p>Cease operating the Franchised Business under the System. Franchisee shall not thereafter, directly, or indirectly, represent to the public that the former franchised business is operated or in any way connected with Franchisor or the System or hold itself out as a present franchisee of Franchisor;</p> <p>Pay all sums owing to Franchisor, including those invoiced to Franchisee after the FA expires or is terminated. Upon termination of this Agreement pursuant to any default by Franchisee, such sums shall include, but not be limited to, actual and consequential damages, costs, and expenses (including reasonable attorneys' fees) incurred by Franchisor as a result of the termination.</p> <p>Return to Franchisor the Operations Manual and all trade secret and other confidential materials, equipment and other property owned by Franchisor, and all copies thereof. Franchisee shall retain no copy or record of any of the foregoing; provided Franchisee may retain its copy of the FA, any correspondence between the parties, and any other document which Franchisee reasonably needs for compliance with any applicable provision of law;</p> <p>Take such action as may be required by Franchisor to transfer and assign to Franchisor or its designee or to disconnect and forward all telephone numbers, e-mail, internet and other electronic references and advertisements, and all trade and similar name registrations and business licenses, and to cancel any interest which Franchisee may have in the same; and</p> <p>Cease to use any methods, procedures or techniques associated with the System; cease to use the Marks and indicia of operation associated with the System, and any marks confusingly similar thereto, and remove all trade dress, physical characteristics, color combinations and other indications of operation under the System. Without limiting the generality of the foregoing, Franchisee agrees that in the event of any termination or expiration of the FA, it will de-identify so as to make it not confusingly similar to Franchisor's standardized and recognizable indicia or colors. If Franchisee fails to make such alterations within fifteen (15) days after termination or expiration of this Agreement, Franchisee agrees that Franchisor or its designated agents may enter upon the Site at any time to make such alterations, at Franchisee's sole risk and expense, without liability for trespass.</p>
j. Assignment of contract by us	§12.1	<p>This Agreement and all rights and duties hereunder may be freely assigned or transferred by Franchisor, in whole or in part, without Franchisee's consent, in its sole discretion, but only to a person or legal entity that agrees to assume Franchisor's obligations hereunder, and shall be binding upon and inure to the benefit of Franchisor's successors and assigns including, without limitation, any entity which acquires all or a portion of the equity of Franchisor or any entity resulting from or participating in a merger, consolidation or reorganization in which Franchisor is involved, and to which Franchisor's rights and duties hereunder (in whole or in part), are assigned or transferred.</p>

Provision	Section (§) in Franchise Agreement (FA)	Summary
k. "Transfer" by you – defined	§12.2	Directly or indirectly sell, assign, transfer, convey, give away, pledge, mortgage or otherwise encumber any interest; (i) in this Agreement or any portion or aspect thereof, (ii) the Franchised Business, or (iii) any equity or voting interest in Franchisee that equals or exceeds twenty percent (20%) of the total equity or voting interests in Franchisee on a fully diluted basis, nor permit the Franchised Business to be operated, managed, directed or controlled, directly or indirectly, by any person other than Franchisee
l. Our approval of transfer by you	§12.2	Transfers require (i) our prior written consent, which will not be unreasonably withheld, and (ii) the satisfaction of certain conditions.
m. Conditions for our approval of transfer	§12.3	<p>The proposed transferee is a person or entity that meets the Franchisor's standards of qualification then applicable with respect to all new applicants for similar Franchisees;</p> <p>The proposed Transfer is on commercially reasonable terms;</p> <p>As of the effective date of the proposed Transfer, all obligations of Franchisee hereunder and under any other agreements between Franchisee and Franchisor are fully satisfied;</p> <p>As of the effective date of the proposed Transfer, all obligations of the proposed transferee to the Franchisor under all other agreements of any kind between the proposed transferee and Franchisor are fully satisfied; and</p> <p>As of the effective date of the proposed Transfer, Franchisor shall have forwarded to Franchisee its approval, granted in its reasonable business judgment, of the proposed Transfer to the proposed transferee, in accordance with the following provisions of Article 12 of the FA.</p>
n. Our right of first refusal to acquire your business	§12.5.2	We can match any offer for your Franchised Business.
o. Our option to purchase your business	§7.2.3 & §12	Upon expiration or termination of the FA, we may purchase your Franchised Business.
p. Your death or disability	§12.6	Same requirements as for transfer in (m.) above

Provision	Section (§) in Franchise Agreement (FA)	Summary
q. Non-competition covenants during the term of the franchise	§11.1	<p>Franchisee agrees: To use its best efforts in operating the Business and in recommending, promoting, and encouraging patronage of all STORsquare businesses; Not to engage, directly or indirectly, as an owner, operator, or in any managerial capacity in any Competing Business (as defined below) at or within a fifty (50)- mile radius of the Site or the protected territory of any other System franchisees in operation.</p> <p>“Competing Business” means any business that offers (or grants franchises or licenses to others to operate a business that offers) portable moving services and storage solutions for residential and commercial customers with container drop-off, pick-up, and long-term storage capabilities that are the same as or similar to those provided by System franchises, or in which Franchisor’s confidential information, trade secrets, methods of operation or any proprietary components could be used to the disadvantage of Franchisor or its other franchisees</p>
r. Non-competition covenants after the franchise is terminated or expires	§11.2	<p>For a period of two (2) years after such termination, expiration, non-renewal, transfer, or assignment, not to engage, directly or indirectly, as an owner, operator, or in any managerial capacity, in any Competing Business whose operating area is within a fifty (50)- mile radius of the Site or the protected territory of any other System franchisees in operation at the time of such termination, expiration, non-renewal, transfer, or assignment.</p>
s. Modification of the agreement	§8 & §18	<p>The Manual is subject to change. Modifications become effective upon delivery of written notice to you unless the notice specifies a longer period. No modification unless by mutual written agreement.</p>
t. Integration/merger clause	§24.1.1	<p>All agreements between the parties are in the Franchise Agreement and its exhibits. Subject to applicable state law, only the terms of the Franchise Agreement are binding. <b>Any representations or promises made outside this disclosure document and franchise agreement may not be enforceable.</b></p>
u. Dispute resolution by arbitration	§21.2	<p>Mandatory mediation and arbitration in Cobb County, Georgia. We may seek injunctive relief without submitting to mandatory mediation or arbitration. Subject to applicable state law.</p>
v. Choice of forum	§21.2	<p>Except for certain claims, all disputes must be arbitrated in Cobb County, Georgia. Subject to applicable state law.</p>
w. Choice of law	§21.1	<p>Georgia law applies. Subject to applicable state law.</p>

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

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

**ITEM 18**  
**PUBLIC FIGURES**

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

*[Remainder of this page intentionally blank. Item 18 begins on following page.]*

**ITEM 19**  
**FINANCIAL PERFORMANCE REPRESENTATIONS**

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

This financial performance representation is based upon the historic operating revenue and certain key performance indicators of our existing franchise outlet, which operates in and around Knoxville, TN (the “Franchise Outlet”). It includes historical financial results from the Franchise Outlet for the 2024 calendar year (the “Measurement Period.”) A franchise outlet’s full operation throughout the Measurement Period is the only criteria that was used to select the financial performance information that is included in Item 19. There were no other franchise outlets operating during the entirety of the Measurement Period. We have a reasonable basis and written substantiation for the financial performance information disclosed in Item 19.

Table 1 of this Item 19 details the Gross Revenue generated by the Franchise Outlet during the Measurement Period, along with (a) the costs and expenses associated with operating the location (collectively, the “Operating Costs”); and (b) the Royalty Fee, Technology Fee and Brand Fund Contribution incurred by the Franchise Outlet during the Measurement Period.

Table 2 of this Item 19 details the average monthly revenue per Square during the Measurement Period.

The explanatory notes included with the following charts are an integral part of this financial performance representation and should be read in their entirety for a full understanding of the information contained in the following charts.

**Some outlets have sold this much. Your individual results may differ. There is no assurance you'll sell as much.**

**Table 1: Statement of Income and Certain Expenses**

<b>STORsquare Knoxville</b>	
<b>Gross Revenue</b>	<b>\$401,285</b>
<b>Expenses</b>	
Advertising/Marketing Expense	\$58,621
Labor Expense	\$51,613
Rent Expense	\$36,000
Repairs & Maintenance Expense	\$1,894
Professional Fees	\$4,184
Insurance Expense	\$21,652
Merchant Account Fees	\$11,925
Office Expenses	\$472
Utilities/Internet Expenses	\$1,539
Vehicle/Fuel Expenses	\$25,400
Miscellaneous/Business Expenses	\$2,179
Supplies/Materials Expenses	\$2,428
<b>Franchise Expenses</b>	
Royalty Fee (7.5%)	\$30,096
Technology Fee (\$95/wk.)	\$4,940
Brand Fund (2%)	\$8,026
<b>Total Expenses</b>	<b>\$260,970</b>
<b>Owner Comp/Draws</b>	
<b>EBITDA</b>	<b>\$88,219</b>
<b>EBITDA adjusted for Owner Comp</b>	<b>\$140,315</b>

**Table 2: Average Monthly Revenue per Square**

<b>Average Monthly Revenue Per Square</b>
\$236.05

Notes to Item 19 Table 1:

1. The figures in the tables above use the historical information provided by the Franchise Outlet. You should be advised that no certified public accountant has audited these figures or expressed his or her opinion concerning their contents or form, nor have we sought to independently verify their accuracy. Written substantiation for the financial performance representation will be made available upon reasonable request.
2. “Gross Revenue” means all revenues derived from providing products and/or services to customers.

Gross Revenue does not include taxes which were collected and paid to applicable governmental authorities or revenue for which there was a valid corresponding refund paid to the customer. This figure represents the Gross Revenue earned by the Franchise Outlet during the Measurement Period.

3. “Total Expenses” means the expenses attributable to the operation of the Franchise Outlet, including supplies, office supplies, merchant fees and banking charges, business licenses & permits, office expenses, marketing expenses, marketing expenses, and other miscellaneous expenses. This sum also includes fees that the Franchise Outlet paid to us during the Measurement Period. These Fees are listed in Item 6 of this document and include (i) Royalty Fees equal to 7.5% of Gross Revenue; (ii) a Technology Fee of \$95 per week during the Measurement Period, and (iii) Brand Fund Contributions equal to 2% of Gross Revenue. To calculate the estimated fees under (i) and (iii), the total Gross Revenue was multiplied by the applicable percentage.
4. “EBITDA” means Gross Revenue minus Total Expenses and Owner Comp/Draws of \$48,096. EBITDA does not include interest paid on debt, taxes, depreciation, or amortization expenses.
5. “EBITDA adjusted for Owner Comp” means Gross Revenue minus Total Expenses. EBITDA does not include interest paid on debt, taxes, depreciation, or amortization expenses.
6. “Average Monthly Revenue per Square” is based on a blended average across all Square sizes calculated by dividing monthly revenue by the number of Squares leased on a monthly basis.

Notes to Item 19 Generally:

The market for self-storage, transportation and moving services is well developed and highly competitive throughout the United States. You will compete with both independent operators of similar businesses, franchisees of other similar businesses, and other STORsquare franchisees. The self-storage, transportation and moving services market is year-round, not seasonal. Additionally, acquiring a site is highly competitive with other businesses for suitable sites. The performance of your Franchised Business will be affected by the region in which you operate, your competitors, and the success you have in marketing and managing your operations.

You should consult other sources for financial information including your financial, business, and legal advisors in connection with the information provided and our franchisees listed in Exhibit C to this Franchise Disclosure Document to obtain additional information necessary for you to develop estimates of the sales, costs, expenses, earnings, and profits.

Written substantiation to support the information appearing in this financial performance representation is available to you upon reasonable request.

**Some outlets have sold this much. Your individual results may differ. There is no assurance you'll sell as much.**

Other than the preceding financial performance representation, we do not make any financial performance representations. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Doni Ferreira at 4450 Winfred Drive, Marietta, GA 30066 or at (678) 212-5312, or email: franchisesales@storsquare.com, the Federal Trade Commission, and the appropriate state regulatory agencies.

**ITEM 20**  
**OUTLETS AND FRANCHISEE INFORMATION**

**TABLE NO. 1**  
**SYSTEMWIDE OUTLET SUMMARY FOR YEARS 2022 TO 2024**

OUTLET TYPE	YEAR	OUTLETS AT THE START OF THE YEAR	OUTLETS AT THE END OF THE YEAR	NET CHANGE
Franchised	2022	0	0	0
	2023	1	0	1
	2024	1	0	0
Company Owned	2022	1	0	1
	2023	1	0	0
	2024	1	4	3
Total Outlets	2022	1	1	0
	2023	2	2	0
	2024	2	5	3

**TABLE NO. 2**  
**TRANSFER OF OUTLETS FROM FRANCHISEES TO NEW OWNERS**  
**(OTHER THAN THE FRANCHISOR) FOR YEARS 2022 TO 2024**

STATE	YEAR	NUMBER OF TRANSFERS
GA	2022	0
	2023	0
	2024	0
Total Outlets	2022	0
	2023	0
	2024	0

**TABLE NO. 3**  
**STATUS OF FRANCHISED OUTLETS**  
**FOR YEARS 2022 TO 2024**

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-renewals	Reacquired by Franchisor	Ceased Operations	Outlets at End of Year
TN	2022	0	0	0	0	0	0	0
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
Total Outlets	2022	0	0	0	0	0	0	0
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1

**TABLE NO.4**  
**STATUS OF COMPANY-OWNED OUTLETS FOR YEARS 2022 TO 2024**

STATE	YEAR	OUTLETS AT START OF YEAR	OUTLETS OPENED	OUTLETS REACQUIRED FROM FRANCHISEES	OUTLETS CLOSED	OUTLETS SOLD TO FRANCHISEES	OUTLETS AT END OF THE YEAR
FL	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0
	2024	0	1	0	0	0	1
GA	2022	1	0	0	0	0	1
	2023	1	0	0	0	0	1
	2024	1	1	0	0	0	2
NC	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0
	2024	0	1	0	0	0	1
Total Outlets	2022	1	0	0	0	0	1
	2023	1	0	0	0	0	1
	2024	1	3	0	0	0	4

**TABLE NO. 5**  
**PROJECTED OPENINGS AS OF DECEMBER 31, 2024**

STATE	FRANCHISE AGREEMENTS SIGNED BUT OUTLET NOT OPENED	PROJECTED NEW FRANCHISED OUTLETS IN NEXT FISCAL YEAR	PROJECTED NEW COMPANY OWNED OUTLETS IN NEXT FISCAL YEAR
GA	0	0	0
TN	0	0	0
FL	0	0	0
NC	0	0	0
<b>TOTAL</b>	<b>0</b>	<b>0</b>	<b>0</b>

Our fiscal year ends on December 31 of each year. We have presented all of the foregoing numbers as of December 31, 2024.

Exhibit C lists the names of all current and former franchisees and the addresses and telephone numbers of their outlets as of December 31, 2024.

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

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

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

**ITEM 21**  
**FINANCIAL STATEMENTS**

Attached as Exhibit A to this Disclosure Document are our audited financial statements for 2022, 2023, and 2024. Our fiscal year ends on December 31.

**ITEM 22**  
**CONTRACTS**

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

<b>Document/Contract</b>	<b>Location in FDD</b>
Franchise Agreement (FA)	Exhibit E
Franchisee Information and Protected Territory	Appendix A to the FA
Personal Guaranty for Owner/Shareholder	Appendix B to the FA
Form of General Release	Exhibit G
Form of Confidentiality and Noncompete Agreement	Exhibit H
State-Specific Addenda	Exhibit I
Lease Rider	Exhibit J
Electronic Funds Transfer Authorization	Exhibit K

**ITEM 23**  
**RECEIPTS**

Attached as the last 2 pages of this Disclosure Document are duplicate Receipts to be signed by you. Keep one for your records and return the other one to us.

**EXHIBIT A**

**FINANCIAL STATEMENTS**

# **STORsquare Franchise Group, LLC**

**(A Georgia Limited Liability Company)**

**Financial Statements with Report of Independent Auditors**  
**December 31, 2024**

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Report of Independent Auditors

To the Members of  
STORsquare Franchise Group, LLC:

*Opinion*

We have audited the accompanying financial statements of STORsquare Franchise Group, LLC (the Company), a Georgia limited liability company, which comprise the balance sheet as of December 31, 2024 and 2023, and the related statement of operations, changes in members' equity and cashflow for the year ended December 31, 2024, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Company as of December 31, 2024 and 2023, and the results of its operations and its cashflows for the year ended December 31, 2024 in accordance with accounting principles generally accepted in the United States of America.

*Basis for Opinion*

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

*Responsibilities of Management for the Financial Statements*

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

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for one year after March 28, 2025.

*Auditors' Responsibilities for the Audit of the Financial Statements*

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

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audits.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.

- Obtain an understanding of internal control relevant to the audits in order to design audit procedures that are appropriate in the circumstance, 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 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 audits, significant audit findings, and certain internal control-related matters that we identified during the audits.

*DA Advisory Group PLLC*

Troy, MI  
March 28, 2025

STORsquare Franchise Group, LLC  
BALANCE SHEETS  
As of December 31, 2024 and 2023

	<u>2024</u>	<u>2023</u>
<b>ASSETS</b>		
Current assets:		
Cash and cash equivalents	\$ 55,172	\$ 55,306
Accounts receivable	4,750	475
Due from related parties	<u>263</u>	<u>263</u>
Total current assets	60,185	56,044
Total assets	<u><u>\$ 60,185</u></u>	<u><u>\$ 56,044</u></u>
<b>LIABILITIES AND MEMBERS' EQUITY</b>		
Current liabilities:		
Accounts payable	\$ 1,117	\$ -
Credit cards	464	-
Due to related parties	<u>6,724</u>	<u>4,466</u>
Total current liabilities	8,305	4,466
Total liabilities	<u><u>8,305</u></u>	<u><u>4,466</u></u>
Members' equity	<u><u>51,880</u></u>	<u><u>51,578</u></u>
Total liabilities and members' equity	<u><u>\$ 60,185</u></u>	<u><u>\$ 56,044</u></u>

see accompanying notes

STORsquare Franchise Group, LLC  
STATEMENT OF OPERATIONS  
For the Year Ended December 31, 2024

	<u>2024</u>
REVENUE	
Royalties income	\$ 29,960
Brand fund income	<u>10,951</u>
Total revenue	40,911
OPERATING EXPENSES	
Operating expenses	<u>40,359</u>
Net Income	<u>\$ 552</u>

see accompanying notes

STORsquare Franchise Group, LLC  
STATEMENT OF CHANGES IN MEMBERS' EQUITY  
For the Year Ended December 31, 2024

	Total Members' Equity
BALANCE, JANUARY 1, 2024	<u><u>\$ 51,578</u></u>
Capital contributions	-
Capital distributions	(250)
Net income	<u>552</u>
BALANCE, December 31, 2024	<u><u>\$ 51,880</u></u>

see accompanying notes

STORsquare Franchise Group, LLC  
 STATEMENT OF CASH FLOWS  
 For the Year Ended December 31, 2024

	<u>2024</u>
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>	
Net income	\$ 552
Change in:	
Accounts receivable	(4,275)
Accounts payable	1,117
Credit cards	464
Due to related parties	<u>2,258</u>
Net cash provided by operating activities	<u>116</u>
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>	
Members capital contributions	-
Members capital distributions	<u>(250)</u>
Net cash use in financing activities	<u>(250)</u>
Net change in cash and cash equivalents	\$ (134)
Cash and cash equivalents at beginning of year	<u>55,306</u>
Cash and cash equivalents at end of year	<u>\$ 55,172</u>
Total cash and cash equivalents	<u>\$ 55,172</u>

see accompanying notes

STORsquare Franchise Group, LLC  
NOTES TO FINANCIAL STATEMENTS  
December 31, 2024 and 2023

**1. Organization**

STORsquare Franchise Group, LLC ("The Company") was organized on January 1, 2023, in the State of Georgia. As a franchisor, the Company is subject to all the laws, rules, and regulations of each state of where there is operational activity.

The principal purpose of the Company is to offer and sell franchisees opportunities in moving and storage industry.

For the years ended December 31, 2024 and 2023, total capital contributions and total capital distributions were \$250 and \$0, respectively.

**2. Summary of significant accounting policies and nature of operations**

**Basis of accounting**

The Company prepares its financial statements on the accrual basis of accounting consistent with accounting principles generally accepted in the United States of America.

**Use of estimates**

The preparation of financial statements in accordance with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results could differ from those estimates.

**Cash and cash equivalents**

Cash and cash equivalents include all cash balances on deposit with financial institutions and highly liquid investments with a maturity of three months or less at the date of acquisition.

The Company maintains its cash in bank deposit accounts which could exceed federally insured limits. As of December 31, 2024, and 2023, the cash balance was \$55,172 and \$55,306, respectively, and did not exceed the insured limit.

**Concentration of credit risk**

The Company is subject to credit risk related to amounts due from franchisees. The financial condition of the franchisees is largely dependent upon the underlying business trends of the brands and market conditions within the industries represented. The concentration of risk is mitigated by the number of franchisees and the short-term nature of the receivables from the franchisees.

**Accounts receivable**

Accounts receivable arise in the normal course of business through franchise sales and royalties earned. Timing of revenue recognition may be different from the timing of invoicing to customers. The Company records accounts receivable when revenue is recognized prior to invoicing, or unearned revenue when revenue is recognized after invoicing.

STORsquare Franchise Group, LLC  
NOTES TO FINANCIAL STATEMENTS  
December 31, 2024 and 2023

**2. Summary of significant accounting policies and nature of operations (continued)**

Management evaluates individual customers' receivables considering their financial condition, credit history and current economic conditions. Accounts receivable had a balance of \$0 as of December 31, 2024.

**Royalties and franchise fees receivable**

Management considers receivables to be fully collectible. If amounts become uncollectible, they are charged to operations in the period in which that determination is made. Accounting principles generally accepted in the United States of America require that the allowance method be used to recognize bad debts however, the effect of using the direct write-off method for the Company is not materially different from the results that would be obtained under the allowance method. No write-offs were made in the reporting periods.

Accounts receivable is written off if deemed uncollectible and recoveries of accounts receivable previously written off are recorded as income when received. The Company recognized \$0 of bad debt expense for each of the years ended December 31, 2024 and 2023.

**Related party balances**

The Company has a related-party franchising entity with common ownership that supports franchisees as they begin operations. In 2024, the Company paid some of the expenses of the related party, which resulted in a receivable to the Company. The amounts paid for, but not yet repaid, are recorded as an asset on the balance sheet. The Company had a total balance due from the related party of \$263 as of December 31, 2024 and 2023 respectively. There is no stated due date or terms associated with the amount receivable, but the intent is for the related party to pay the balance as there was a direct benefit received by the related party. In 2024, related parties paid some of the expenses of the Company, which resulted in a payable from the Company. The amounts due to, but not yet paid, are recorded as a liability on the balance sheet. The Company had a total balance due to the related party of \$6,724 and \$4,466 as of December 31, 2024 and 2023, respectively.

**Franchise agreements**

The Company began offering franchises in 2023 and has one franchisee as of December 31, 2023. The Company enters into long-term agreements with its franchisees. The Company's franchise agreements require the Company to provide various items to the franchisees, including, but not limited to marketing and operational support.

**Fair value of financial instruments**

The Fair Value Measurements and Disclosure Topic of the FASB Accounting Codification establishes a framework for measuring fair value that is based on the inputs market participants use to determine fair value of an asset or liability and establishes a fair value hierarchy to prioritize those inputs.

The accounting guidance describes a hierarchy of three levels of input that may be used to measure fair value:

Level 1     Inputs based on quote prices in active markets for identical assets and liabilities.

STORsquare Franchise Group, LLC  
NOTES TO FINANCIAL STATEMENTS  
December 31, 2024 and 2023

2. Summary of significant accounting policies and nature of operations (continued)

Level 2     Inputs other than Level 1 quoted prices, such as quoted prices for similar assets and liabilities; quoted prices in markets that are not active; or other inputs that are observable or can be corroborated by observable market data for substantially the full term of the asset or liability.

Level 3     Unobservable inputs based on little market or no market activity and which are significant to the fair value of the assets and liabilities.

The Company's material financial instruments consist of primarily cash and cash equivalents, accounts and notes receivable, and accounts payable and accrued expenses. The fair values of cash, accounts and notes receivable, accounts payable and accrued expenses are equal to their carrying values based on their liquidity. The fair value measurement of these assets is categorized as Level 1.

Franchised outlets

The following data presents the status of the Company's franchised outlets as of December 31, 2024, and 2023:

	2024	2023
Franchises sold	-	1
Affiliate-owned outlets in operations	-	-
Franchised outlets in operation	1	1
Terminated outlets	-	-

Disaggregation of revenues

The Company disaggregates revenue from contracts with customers by the timing of revenue recognition by type of revenues, as it believes this best depicts how the nature, amount, timing, and uncertainty of revenue and cash flows are affected by economic factors.

STORsquare Franchise Group, LLC  
NOTES TO FINANCIAL STATEMENTS  
December 31, 2024 and 2023

2. Summary of significant accounting policies and nature of operations (continued)

	<u>2024</u>
<i>Point in time:</i>	
Royalties, marketing and other revenue	\$ 40,911
Franchise fees	-
Total point in time	<u>40,911</u>
<i>Over time:</i>	
Royalties, marketing, and other revenue	-
Franchise fees	-
Total over time	<u>-</u>
Total revenue	<u>\$ 40,911</u>

Income taxes

Income taxes on Company income are levied on the Members at the individual level. Accordingly, all profits and losses of the Company are recognized by each Member on their respective tax return.

Advertising

Advertising costs are expensed as incurred. For the years ended December 31, 2024, the Company incurred \$27,567 in advertising costs.

3. Subsequent events

Subsequent events have been evaluated through March 28, 2025, which is the date the financial statements were available to be issued. No significant events or transactions were identified that would require adjustment to the financial statements or disclosure.

**EXHIBIT B**

**LIST OF STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS**

## List of State Regulatory Administrators

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

<b>LIST OF STATE ADMINISTRATORS</b>	
<b>CALIFORNIA</b> Department of Financial Protection and Innovation 320 West 4th Street, Suite 750 Los Angeles, California 90013-2344 (213) 576-7500 Toll Free (866) 275-2677	<b>CONNECTICUT</b> State of Connecticut Department of Banking Securities & Business Investments Division 260 Constitution Plaza Hartford, Connecticut 06103-1800 (860) 240-8230
<b>HAWAII</b> Commissioner of Securities of the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, Hawaii 96813 (808) 586-2722	<b>ILLINOIS</b> Franchise Bureau Office of the Attorney General 500 South Second Street Springfield, Illinois 62706 (217) 782-4465
<b>INDIANA</b> Indiana Secretary of State Franchise Section 302 Washington Street, Room E-111 Indianapolis, Indiana 46204 (317) 232-6681	<b>MARYLAND</b> Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, Maryland 21202-2021 (410) 576-6360
<b>MICHIGAN</b> Michigan Attorney General's Office Corporate Oversight Division, Franchise Section 525 W. Ottawa Street G. Mennen Williams Building, 1 <sup>st</sup> Floor Lansing, Michigan 48933 (517) 373-7117	<b>MINNESOTA</b> Minnesota Department of Commerce 85 7 <sup>th</sup> Place East, Suite 280 St. Paul, Minnesota 55101-2198 (651) 539-1600
<b>NEW YORK</b> New York State Department of Law Investor Protection Bureau 28 Liberty Street, 21 <sup>st</sup> Floor New York, NY 10005 (212) 416-8222	<b>NORTH DAKOTA</b> North Dakota Securities Department State Capitol Department 414 600 East Boulevard Avenue, Fifth Floor Bismarck, North Dakota 58505 (701) 328-4712
<b>OREGON</b> Department of Business Services Division of Finance and Corporate Securities Labor and Industries Building 350 Winter Street, NE Room 410 Salem, Oregon 97310 (503) 378-4387	<b>RHODE ISLAND</b> Department of Business Regulation Securities Division, Building 69, First Floor John O. Pastore Center 1511 Pontiac Avenue Cranston, Rhode Island 02920 (401) 462-9527
<b>SOUTH DAKOTA</b> Division of Insurance Securities Regulation 124 S. Euclid, Suite 104 Pierre, South Dakota 57501 (605) 773-3563	<b>VIRGINIA</b> State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, 9th Floor Richmond, Virginia 23219 (804) 371-9051
<b>WASHINGTON</b> Department of Financial Institutions Securities Division, 3rd Floor 150 Israel Road, Southwest Tumwater, Washington 98501 (360) 902-8760	<b>WISCONSIN</b> Division of Securities 4822 Madison Yards Way, North Tower Madison, Wisconsin 53705 (608) 266-2139

## List of Agents for Service of Process

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

<b>LIST OF STATE AGENT FOR SERVICE OF PROCESS</b>	
<b>CALIFORNIA</b> Commissioner Department of Financial Protection and Innovation 320 West 4 <sup>th</sup> Street, Suite 750 Los Angeles, California 90013-2344 (213) 576-7500 Toll Free (866) 275-2677	<b>CONNECTICUT</b> Banking Commissioner Department of Banking Securities & Business Investments Division 260 Constitution Plaza Hartford, Connecticut 06103-1800 (860) 240-8230
<b>HAWAII</b> Commissioner of Securities of the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, Hawaii 96813 (808) 586-2722	<b>ILLINOIS</b> Illinois Attorney General Office of the Attorney General 500 South Second Street Springfield, Illinois 62706 (217) 782-4465
<b>INDIANA</b> Indiana Secretary of State Franchise Section 302 West Washington Street, Room E-111 Indianapolis, Indiana 46204 (317) 232-6681	<b>MARYLAND</b> Maryland Securities Commissioner 200 St. Paul Place Baltimore, Maryland 21202-2021 (410) 576-6360
<b>MICHIGAN</b> Michigan Attorney General's Office Corporate Oversight Division, Franchise Section 525 W. Ottawa Street G. Mennen Williams Building, 1 <sup>st</sup> Floor Lansing, Michigan 48933 (517) 373-7117	<b>MINNESOTA</b> Minnesota Commissioner of Commerce Minnesota Department of Commerce 85 7th Place East, Suite 280 St. Paul, Minnesota 55101-2198 (651) 539-1600
<b>NEW YORK</b> New York Secretary of State New York Department of State One Commerce Plaza 99 Washington Avenue, 6th Floor Albany, NY 12231 (518) 472-2492	<b>NORTH DAKOTA</b> North Dakota Securities Commissioner State Capitol 600 East Boulevard Avenue, Fifth Floor Bismarck, North Dakota 58505 (701) 328-4712
<b>OREGON</b> Secretary of State Corporation Division - Process Service 255 Capitol Street NE, Suite 151 Salem, OR 97310-1327 (503) 986-2200	<b>RHODE ISLAND</b> Director of Department of Business Regulation Department of Business Regulation Securities Division, Building 69, First Floor John O. Pastore Center 1511 Pontiac Avenue Cranston, Rhode Island 02920 (401) 462-9527
<b>SOUTH DAKOTA</b> Division of Insurance Securities Regulation 124 S. Euclid, Suite 104 Pierre, South Dakota 57501 (605) 773-3563	<b>VIRGINIA</b> Clerk of the State Corporation Commission 1300 East Main Street, 1 <sup>st</sup> Floor Richmond, Virginia 23219 (804) 371-9733
<b>WASHINGTON</b> Director, Department of Financial Institutions Securities Division, 3rd Floor 150 Israel Road, Southwest Tumwater, Washington 98501 (360) 902-8760	<b>WISCONSIN</b> Administrator, Division of Securities 4822 Madison Yards Way, North Tower Madison, Wisconsin 53705 (608) 266-2139

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

**CURRENT FRANCHISEES**

<b>State</b>	<b>City</b>	<b>Address</b>	<b>Phone</b>	<b>Owner</b>
TN	Knoxville	10109 Tan Rara Drive	847-867-4960	Square Knox, LLC

**FORMER FRANCHISEES**

**NONE.**

## EXHIBIT D

### OPERATIONS MANUAL TABLE OF CONTENTS

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

Chapter
<b>Introduction Who We Are</b> <ul style="list-style-type: none"><li>• The STORsquare Story</li><li>• Core Values</li><li>• Vision Statement</li><li>• Brand Promise</li></ul>
<b>Establishing Your Business</b> <ul style="list-style-type: none"><li>• Franchisee/Franchisor Relationship</li><li>• Launching Your Business</li></ul>
<b>Core Processes</b> <ul style="list-style-type: none"><li>• Customer Experience</li><li>• Human Resources</li><li>• Sales &amp; Marketing</li><li>• Operations</li><li>• Accounting</li></ul>
<b>Leadership Framework</b> <ul style="list-style-type: none"><li>• Vision, Values, and Mission in Motion</li><li>• Meeting Cadence &amp; Structure</li><li>• Leading People</li><li>• Goal Setting &amp; Problem Solving</li></ul>
<b>Lessons Learned</b> <ul style="list-style-type: none"><li>• What We Say / What We Don't Say</li><li>• What If...</li></ul>
<b>Total Pages: 125</b>

**EXHIBIT E**

**FRANCHISE AGREEMENT**  
**WITH ATTACHMENTS**



**FRANCHISE AGREEMENT**

**between**

**STORSQUARE FRANCHISE GROUP, LLC**

**and**

---

**Date:** \_\_\_\_\_

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### Attachments

- A. Franchisee Information and Protected Territory
- B. Personal Guaranty
- C. Franchisee Compliance Questionnaire

## 1. PARTIES AND RECITALS

**1.1.** This Franchise Agreement (“**Agreement**”) is made and entered into as of the date set forth in Attachment A to this Agreement (the “**Effective Date**”) (Attachment A and all attachments and schedules attached to this Agreement are hereby incorporated by this reference) by and between STORsquare Franchise Group, LLC, a Georgia limited liability company, with an address of 4450 Winfred Drive, Marietta, GA 30066 (“**Franchisor**”), and the person or entity identified in Attachment A as the franchisee (“**Franchisee**”) with its principal place of business as set forth in Attachment A. “**We**”, “**us**” and “**our**” refers to Franchisor. “**You**” and “**your**” refers to Franchisee.

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

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

**1.4.** Franchisor desires to grant traditional franchises, whereby the Franchisee will provide moving services and storage solutions for residential and commercial customers within the geographic area stated in Attachment A to this Agreement (the “**Territory**”).

**1.5.** Franchisee has independently investigated the business risks involved in purchasing a Business and other matters as Franchisee deems important, including current and potential market conditions and competitive factors and risks. Franchisee has had the opportunity to read Franchisor’s Franchise Disclosure Document (“**FDD**”) provided to Franchisee and has not relied on any representations not stated in this Agreement or in the FDD. Aware of the relevant facts, Franchisee desires to enter into this Agreement to obtain a license to use the System and the Marks (as defined below) to operate a Business within the Territory.

**1.6.** If Franchisee is a corporation, limited liability company, partnership, or other entity, all of its owners of a legal and/or beneficial interest in the entity must be listed on Attachment A of this Agreement. If Franchisee is an Entity, the individual owner who Franchisee must appoint to have authority over all business decisions related to the Business and to have the power to bind Franchisee in all dealings with Franchisor will be referred to as the “**Principal Executive**.” The Principal Executive must have at least a 10% equity interest in the entity. All owners of a legal and/or beneficial interest in the entity must sign Franchisor’s form of personal guaranty.

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

## **2. GRANT OF FRANCHISE**

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

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

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

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

## **3. TERM AND RENEWAL**

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

**3.2.** If Franchisee is not in default under this Agreement, and if Franchisee has the right to continue to occupy the Site, Franchisee may renew this Agreement (a “**Renewal**”) for two (2) additional terms of ten (10) years each (each a “**Renewal Term**”). Franchisee shall exercise its option to renew the Initial Term of this Agreement for a Renewal Term by providing written notice thereof to Franchisor not less than six (6) and not more than twelve (12) months prior to the expiration of the Initial Term or the then current Renewal Term; otherwise, the renewal option shall expire automatically (the Initial Term and each Renewal Term are collectively referred to herein as the “**Term**”). At least thirty (30) days prior to the start of a Renewal Term, Franchisee shall pay to Franchisor a renewal fee in an amount equal to ten thousand dollars (\$10,000). Each Renewal will be in accordance with Franchisor’s then current terms and conditions for granting renewal franchises, which may include: (i) execution of a new and modified franchise agreement with different performance standards, fee structures, and/or increased fees; (ii) execution of a general release, in a form satisfactory to Franchisor, of any and all claims against Franchisor, its parent, subsidiaries, or affiliates (if applicable), and their officers, directors, attorneys, shareholders, and employees; and (iii) a requirement that Franchisee upgrade or refurbish its Site to conform to Franchisor’s then current standards.

#### **4. OPERATING ASSISTANCE**

**4.1.** Franchisee shall safely store equipment at the Site. Franchisee may not change the location of the Site without Franchisor’s prior written approval. Franchisee may only operate the Business within the Territory.

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

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

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

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

#### **5. FEES**

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

**5.2.** As described more fully below, Franchisee must purchase or lease a minimum of between 25 and 80 Squares prior to commencing operation of the Business, depending on the number of territories franchisee is permitted to purchase. Upon commencing operations, Franchisee must thereafter purchase or lease the requisite number of Squares for continued operation of the Business pursuant to the schedule set forth below.

- i. If operating in a single Territory, you must purchase or lease at least 25 Squares prior to opening a Business and must have at least 40 squares in your inventory by the end of your ninth month of operation. Thereafter, you must purchase or lease the requisite number of Squares for the operation of the Business pursuant to the following schedule set forth below.

<b>Number of Months after Opening</b>	<b>Minimum Inventory of Squares</b>
9	40
12	60
24	120
36	180
48	240
60	300

- ii. If operating in two Territories, you must purchase or lease at least 40 Squares prior to opening a Business and must have at least 60 squares in your inventory by the end of your ninth month of operation. Thereafter, you must purchase or lease the requisite number of Squares for the operation of the Business pursuant to the following schedule set forth below.

<b>Number of Months after Opening</b>	<b>Minimum Inventory of Squares</b>
9	60
12	85
24	160
36	235
48	310
60	385

- iii. If operating in three Territories, you must purchase or lease at least 60 Squares prior to opening a Business and must have at least 80 squares in your inventory by the end of your ninth month of operation. Thereafter, you must purchase or lease the requisite number of Squares for the operation of the Business pursuant to the following schedule set forth below.

<b>Number of Months after Opening</b>	<b>Minimum Inventory of Squares</b>
9	100
12	140
24	230
36	320
48	400
60	480

iv. If operating in four Territories you must purchase or lease at least 80 Squares prior to opening a Business and must have at least 100 squares in your inventory by the end of your ninth month of operation. Thereafter, you must purchase or lease the requisite number of Squares for the operation of the Business pursuant to the following schedule set forth below.

<b>Number of Months after Opening</b>	<b>Minimum Inventory of Squares</b>
9	100
12	180
24	260
36	340
48	420
60	500

v. If operating in five Territories you must purchase or lease at least 100 Squares prior to opening a Business and must have at least 120 squares in your inventory by the end of your ninth month of operation. Thereafter, you must purchase or lease the requisite number of Squares for the operation of the Business pursuant to the following schedule set forth below:

<b>Number of Months after Opening</b>	<b>Minimum Inventory of Squares</b>
9	120
12	160
24	250
36	340
48	440
60	540

You must purchase the required number of squares as set forth in the above table during the first 60 months of operation if occupancy is at or above 85%. If occupancy is below 85%, your obligation to purchase additional squares as per the above table will be suspended and you will immediately increase your local advertising expenditure (described in Article 9) to \$6,000 per month until such time as your monthly occupancy reaches 85%. Once your occupancy reaches 85%, your obligation to continue purchasing the minimum inventory of squares as required under the above table will resume and you will revert back to spending the minimum amount you otherwise are required to spend on local advertising under your Franchise Agreement.

**5.3.** Franchisee shall pay Franchisor or its affiliates for the “**Initial Square Container Purchase**” which is \$100,000 and covers the cost of the minimum initial purchase of 25 Square containers necessary to operate your Business. The Initial Square Container Purchase may be at a rate of \$85 per container per month (for 25 containers) over a five-year period, at an estimated interest rate of 8.5% per year (based on reasonable credit).

**5.4.** Beginning on the first day of the month following the beginning operations of the Business as provided in Section 7.4:

**5.4.1.** Franchisee shall pay Franchisor a “**Royalty Fee**” equal to seven and a half percent (7.5%) of the weekly Gross Revenue of the Business in the manner provided in Section 5.5. The Franchisor will not collect a Royalty Fee for the first three (3) weeks after purchased Squares are received. Beginning the fourth (4) week after acquiring the Squares, Franchisee must begin paying the entire Royalty Fee.

**5.4.2.** Franchisee shall pay to Franchisor a weekly brand fee for the Brand Fund (described in Article 9) equal to two percent (2%) of the weekly Gross Revenue of the Business in the manner provided in Section 5.5. (the “**Brand Fund Contribution (s)**”). The Brand Fund shall be maintained in accordance with the terms of Article 9. The amount of the Brand Fund Contribution may be revised from time to time by Franchisor, not to exceed 4% of weekly Gross Revenue, in its sole and absolute discretion. All Brand Fund Contribution shall be paid in the same manner as Royalty Fees, as provided in Section 5.6.

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

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

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

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

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

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

**5.9.** You must pay us a fee to cover the administrative costs associated with setting up your Business Management and Technology System and accounts (the “**Technology Setup Fee**”). The current Technology Setup Fee is eight-thousand five hundred dollars (\$8,500.00). The amount of the Technology Setup Fee may be revised from time to time by Franchisor in its sole and absolute discretion. You must pay this amount prior to opening your Business. The Technology Setup Fee is non-refundable.

**5.10.** Franchisee must pay Franchisor, or a third party that Franchisor designates, a technology fee for various technology services that Franchisor will provide or arrange for third parties to provide to Franchisee, which services are subject to change over time (the “**Technology Fee**”). Currently, the Technology Fee is ninety-five dollars (\$95.00) per week from the date that Franchisee opens the Business and will be collected in the same manner as the Royalty Fees. We reserves the right to increase the Technology Fee by providing Franchisee with written notice of any change at least thirty (30) days prior to the implementation of the new fee amount. The Technology Fee currently includes fees related to maintenance, licensing, access to and usage of the designated software, intranet, and the system website. Franchisor may add, delete, or otherwise modify the products and services that are included in the Technology Fee. In addition to the monthly Technology Fee, Franchisee will be responsible for any “per transaction” fee charged by third-party vendors for mobile application or online bookings, if any.

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

**5.12.** Franchisor may charge a Late Fee to compensate for the administrative costs incurred in enforcing Franchisees obligations to pay and submit required reports to Franchisor. The Late Fee is twenty-five dollars (\$25) per each day in which any amounts owed to use are unpaid. The Late Fee is in addition to any interest that may accrue on the outstanding amounts.

**5.13.** Franchisor may manage or provide support services to national and/or regional accounts that require centralized overview and support, and for purposes of responding to requests and referrals for services through the franchise system, managing those relationships, answering calls placed to Franchisor's toll-free number or a national account on-line access system. In that case, Franchisor may charge you a fee between five percent and ten percent (5%-10%) of Gross Revenues generated by the account. The purpose of this fee is to defray the cost of providing national/regional account management services to the franchise system. Franchisor does not plan to charge a fee for simple referrals where Franchisor does not directly manage the relationship with the customer but reserves the right to do so.

## **6. MARKS**

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

**6.2.** Franchisee expressly acknowledges Franchisor's rights in and to the Marks, and Franchisee agrees not to represent in any manner that Franchisee has acquired any ownership rights in the Marks. Franchisee agrees not to use any of the Marks or any marks, names or indicia which are or may be confusingly similar in its own corporate or business name except as authorized in this Agreement. Franchisee further acknowledges and agrees that any and all goodwill associated with the System and identified by the Marks (including all future distinguishing characteristics, improvements and additions to or associated with the System) is Franchisor's property and shall inure directly and exclusively to the benefit of Franchisor and that, upon the expiration or termination of this Agreement for any reason, no monetary amount shall be assigned as attributable to any goodwill associated with Franchisee's use of the Marks.

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

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

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

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

## **7. STANDARDS OF OPERATION**

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

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

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

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

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

**7.3.** The Business must begin operations after receipt of authorization to do so by Franchisor, which authorization must be requested by Franchisee, in writing, at least fifteen (15) days in advance of Franchisee's desire to open for business. Franchisee shall begin operations of the Business no later than two hundred and seventy (270) days after signing this Agreement.

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

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

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

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

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

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

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

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

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

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

## **8. OPERATIONS MANUAL**

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

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

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

## **9. ADVERTISING AND MARKETING**

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

**9.1.1.** Franchisor has established and administers a brand awareness fund (the "**Brand Fund**") for national, regional, and/or local advertising, public relations and marketing programs and market research. Franchisor shall direct and have sole and absolute discretion over the Brand Fund and its expenditures, including concepts, materials and media used therein. All Brand Fund Contributions paid by Franchisee pursuant to Section 5.4.2 shall be part of the Brand Fund. Neither Franchisee nor any other System franchisees who shall be obligated to contribute to the Brand Fund shall be deemed a third-party beneficiary with respect to the Brand Fund or have any right to enforce any obligation to contribute thereto. Franchisee understands and acknowledges that Franchisor or its company owned affiliates are not required to contribute to the Brand Fund. Franchisee understands and acknowledges that the Brand Fund is intended to benefit the System as a whole and that Franchisor and its designee undertake no obligation in administering the Brand Fund to ensure that any particular franchisee benefits directly or pro rata from the Brand Fund. In the event of termination or expiration of this Agreement, Franchisee shall not be entitled to a refund of any Brand Fund Contributions paid by Franchisee. Franchisor may, in its sole discretion from time to time, advance monies to the Brand Fund and charge the Brand Fund interest on such advances and may authorize repayment of such advances from the Brand Fund, all in accordance with such terms as Franchisor deems necessary or appropriate. Franchisee agrees that the Brand Fund may otherwise be used to meet any and all costs incident to such Brand Fund, including joint or collective advertising and brand awareness campaigns of Franchisor's direct or indirect parent corporations or subsidiaries thereof or affiliated companies using the System. In addition, Franchisor shall have the right to expend all, or any portion of, the monies in the Brand Fund for cooperative advertising, brand awareness or promotional programs on a regional or local basis; provided, however, that such programs shall be available to all similarly situated franchisees as determined by Franchisor. Furthermore, Franchisor reserves the right to terminate the Brand Fund, but in such event will spend or use all remaining Brand Fund.

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

**9.1.3.** In addition to the Brand Fund Contributions, Franchisor requires Franchisee to spend \$4,500 per month in local and digital advertising and marketing targeting Franchisees Territory (the "**Local Advertising Expenditure**"). After the expiration of the 12-month anniversary of the opening date, Franchisor may, in their discretion, lower the Local Advertising Expenditure to \$3,000 or such lower amount as Franchisors designates. Franchisee must obtain Franchisors advance written approval prior to using or producing any advertising or marketing materials using any of the Marks, in whole or in part. Franchisor will have the final decision on all creative development of advertising and promotional messages. If Franchisors written approval is not received within 14 days from the date Franchisor received the material, the material is deemed disapproved. Franchisors reserves the right to require Franchisee to discontinue the use of any advertising or marketing materials.

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

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

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

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

**9.2.** In the one (1) month prior to opening and the three (3) months after opening the Business, Franchisee must expend ten thousand dollars (\$10,000.00) (the "**Grand Opening Advertising Expense**") that will be used on certain digital and other marketing efforts associated with the System. Franchisor reserves the right to require that Franchisee expend any portion of the Grand Opening Advertising Expense to engage an approved supplier to provide marketing materials or services.

**9.3.** Franchisor or its affiliates may, in their sole discretion, establish and operate websites, social media accounts (such as Facebook, Twitter, Instagram, Pinterest, etc.), applications, keyword or adword purchasing programs, accounts with websites featuring gift certificates or discounted coupons (such as Groupon, Living Social, etc.), mobile applications, or other means of digital advertising on the internet or any electronic communications network (collectively, "Digital Marketing") that are intended to promote the Marks, Franchisee's Business, and System franchisees. Franchisor will have the sole right to control all aspects of any Digital Marketing, including those related to Franchisee's Business. Unless Franchisor consents otherwise in writing, Franchisee and its employees may not, directly or indirectly, conduct or be involved in any Digital Marketing that use the Marks or that relate to the Business or the System. If Franchisor permits Franchisee or its employees to conduct any Digital Marketing, Franchisee or its employees must comply with any policies, standards, guidelines, or content requirements that Franchisor establish periodically and must immediately modify or delete any Digital Marketing that Franchisor determines, in its sole discretion, is not compliant with such policies, standards, guidelines, or requirements. If Franchisor permits Franchisee or its employees to conduct any Digital Marketing, Franchisor will have the right to retain full control over all websites, social media accounts, mobile applications, or other means of digital advertising that Franchisor has permitted Franchisee to use. Franchisor may withdraw its approval for any Digital Marketing or suspend or terminate Franchisees' use of any Digital Marketing platforms at any time.

**9.3.1.** As part of its Digital Marketing, Franchisor or one of its designees will operate and maintain a system website, which will include basic information related to the Business, the ability for customers to purchase services at the Business, and access to the Businesses reservation system. Franchisee must promptly provide Franchisor with any information that it requests regarding the Business for inclusion on the system website.

## **10. STATEMENTS, RECORDS, AND FEE PAYMENTS**

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

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

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

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

**10.5.** Upon the request of Franchisor, in addition to the foregoing unaudited statements, within ninety (90) days after the close of each fiscal year of Franchisee, commencing after the Franchisee's third (3rd) full fiscal year from the Effective Date, Franchisee shall furnish to Franchisor, at Franchisee's expense, an audited statement of income and retained earnings of Franchisee for such fiscal year and an audited balance sheet of Franchisee as of the end of such fiscal year, all prepared in accordance with generally accepted accounting principles and certified by a certified public accountant. Prior to the Franchisee's third (3rd) full fiscal year from the Effective Date, or in the event Franchisor does not require audited financial statements from Franchisee, Franchisee shall furnish to Franchisor, at Franchisee's request, reviewed financial statements for each fiscal year of Franchisee, including a statement of income and retained earnings of Franchisee for such fiscal year and a balance sheet of Franchisee as of the end of such fiscal year, all prepared in accordance with generally accepted accounting principles and certified by a certified public accountant.

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

## 11. COVENANTS

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

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

**11.1.2.** Not to engage, directly or indirectly, as an owner, operator, or in any managerial capacity in any Competing Business (as defined below) at or within a fifty (50) mile radius of the Site or the Territory of any other System franchisees in operation.

**11.2.** In the event this Agreement is terminated, expires, or is not renewed, or if Franchisee, or any of Franchisee's owners, assigns or transfers its interest herein to any person or business organization (except pursuant to Article 12 hereof), then in such event Franchisee and any such owner covenants, for a period of two (2) years after such termination, expiration, non-renewal, transfer, or assignment, not to engage, directly or indirectly, as an owner, operator, or in any managerial capacity, in any Competing Business at or within a fifty (50) mile radius of the Site or the Territory of any other System franchisees in operation at the time of such termination, expiration, non-renewal, transfer or assignment.

**11.3.** During the Term of this Agreement and thereafter, Franchisee and each owner covenants not to communicate, directly or indirectly, nor to divulge to or use for its benefit or the benefit of any other person or legal entity, any trade secrets which are proprietary to Franchisor, or any information, knowledge or know-how deemed confidential under Article 8 hereof, except as permitted by Franchisor. In the event of any termination, expiration or non-renewal of this Agreement, Franchisee agrees that it will never use Franchisor's confidential information, trade secrets, methods of operation or any proprietary components of the System in the design, development or operation of any Competing Business. Franchisee agrees that if it engages as an owner, operator, or in any managerial capacity in any such business, it will assume the burden of proving that it has not used Franchisor's confidential information, trade secrets, methods of operation or any proprietary components of the System. The protection granted hereunder shall be in addition to, and not in lieu of, all other protections for such trade secrets and confidential information as may otherwise be afforded in law or in equity. In addition, we may require Franchisee to execute employee non-disclosure and non-competition agreements with its managers or other employees or agents with access to confidential materials or information, which shall prohibit competition by such persons during and for a period of two (2) years after termination of their employment with Franchisee in any Competing Business selling at or within a fifty (50) mile radius of the Site or the Territory of any other System franchisees and which shall further prohibit disclosure by such parties to any other person or legal entity of any trade secrets or any other information, knowledge or know-how deemed confidential by Franchisor concerning the operation of the Business. The form of such employee non-disclosure agreements shall be subject to the prior written approval of Franchisor and shall also be for the benefit of Franchisor. Franchisor shall be a third-party beneficiary of such agreements and Franchisee shall not amend, modify, or terminate any such agreement without Franchisor's prior written consent.

**11.3.1.** **“Competing Business”** means any business that offers (or grants franchises or licenses to others to operate a business that offers) portable moving services and storage solutions for residential and commercial customers with container drop-off, pick-up, and long-term storage capabilities that are similar to those offered by System franchises or in which Franchisor's confidential information, trade secrets, methods of operation or any proprietary components could be used to the disadvantage of Franchisor or its other franchisees; provided, however, that the term Competing Business shall not apply to (a) any business operated under a franchise agreement with Franchisor, or (b) any business operated by a publicly held entity in which Franchisee or any owner or employee of Franchisee owns less than a five percent (5%) legal or beneficial interest.

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

## **12. TRANSFER AND ASSIGNMENT**

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

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

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

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

- 12.3.2.** the proposed Transfer is on commercially reasonable terms;
- 12.3.3.** as of the effective date of the proposed Transfer, all obligations of Franchisee hereunder and under any other agreements between Franchisee and Franchisor are fully satisfied;
- 12.3.4.** as of the effective date of the proposed Transfer, all obligations of the proposed transferee to the Franchisor under all other agreements of any kind between the proposed transferee and Franchisor are fully satisfied; and
- 12.3.5.** as of the effective date of the proposed Transfer, Franchisor shall have forwarded to Franchisee its approval, granted in its reasonable business judgment, of the proposed Transfer to the proposed transferee, in accordance with the following provisions of this Article 12.

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

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

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

- 12.5.1.1** Franchisee must request that Franchisor provide the prospective transferee with the Franchisor's current form of FDD, and a receipt for such document shall be delivered to Franchisor; provided, however, Franchisor shall not be liable for any representations other than those contained in the FDD;
- 12.5.1.2** The proposed transferee must execute a new franchise agreement, namely, Franchisor's then current form of a franchise agreement, which may contain terms and conditions substantially different from those in this Agreement, for an initial term equal to the time remaining in the Term of this Agreement as of the date of such transfer or, at Franchisor's discretion, an assumption agreement in lieu of a new franchise agreement, pursuant to which the proposed transferee assumes all obligations of the Franchisee under this Agreement;
- 12.5.1.3** Franchisee shall pay to Franchisor, together with the application for consent to the Transfer, the transfer fee of ten thousand dollars (\$10,000.00) plus all

brokerage commissions, finder fees, and similar charges incurred by us in connection with the Transfer, the receipt of which is a condition precedent to the approval of the Transfer;

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

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

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

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

designated by Franchisor, and his determination of such reasonable equivalent in case shall be binding upon both Franchisor and Franchisee.

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

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

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

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

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

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

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

**12.7.6.** Franchisor may require Franchisee to pay its reasonable costs associated with completing a transfer for convenience of ownership, but Franchisee shall not be required to pay Franchisor the ten-thousand-dollar (\$10,000) transfer fee set forth in Section 12.5.1.3.

### **13. DEFAULT AND TERMINATION**

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

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

**13.1.1.1.** automatically, without notice or action required by Franchisor, if Franchisee becomes insolvent or makes a general assignment for the benefit of creditors, or, unless otherwise prohibited by law, if a petition in bankruptcy is filed by Franchisee, or such a petition is filed against and consented to by Franchisee or not dismissed within thirty (30) days, or if a bill in equity or other proceeding for the appointment of a receiver of Franchisee or other custodian for Franchisee's Business or assets is filed and consented to by Franchisee, or if a receiver or other custodian (permanent or temporary) of Franchisee's assets or property, or any part thereof, is appointed; or if a final judgment in excess of five-thousand dollars (\$5,000) against Franchisee relating to the Business remains unsatisfied or of record for sixty (60) days or longer (unless a bond is filed or other steps are taken to effectively stay enforcement of such judgment in the relevant jurisdiction);

**13.1.1.2.** if Franchisee fails to commence operation of the Business as required by Article 8;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 14. POST-TERM OBLIGATIONS

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

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

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

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

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

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

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

## 15. INSURANCE

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

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

Crime Insurance for Employee Dishonesty	\$5,000 combined single limit
Employer Liability	\$1 million per incident

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

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

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

## **16. TAXES, PERMITS, AND INDEBTEDNESS**

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

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

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

## **17. INDEMNIFICATION AND INDEPENDENT CONTRACTOR**

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

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

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

**18.1.** Whenever this Agreement requires, or Franchisee desires to obtain, Franchisor's approval, Franchisee shall make a timely written request. Unless a different time period is specified in this Agreement, Franchisor shall use commercially reasonable efforts to respond with its approval or STORsquare

disapproval within sixty (60) days of receipt of such request. If Franchisor has not specifically approved a request within such sixty(60) day period, such failure to respond shall not be deemed approval of any such request.

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

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

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

## **19. ENFORCEMENT**

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

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

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

## 20. NOTICES

**20.1.** Any notice required to be given hereunder shall be in writing and shall be either mailed by certified mail, return receipt requested, or delivered by a recognized courier service, receipt acknowledged. Notices to Franchisee shall be addressed to it at the address listed in Article 1 of this Agreement. Notices to Franchisor shall be addressed as follows:

STORsquare Franchise Group, LLC  
ATTN: Michael Paupeck  
4450 Winfred Drive,  
Marietta, GA 30066  
Tel: (844) 888-7867  
Email: Michael@storsquare.com

Any notice complying with these provisions shall be deemed to be given three (3) days after mailing, or on the date of receipt, whichever is earlier. Each party shall have the right to designate any other address for such notices by giving notice in the foregoing manner, and in such event all notices to be mailed after receipt of such notice shall be sent to such other address.

## 21. GOVERNING LAW AND DISPUTE RESOLUTION

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

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

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

**21.4.** *Injunctive Relief.* Nothing in this Agreement will prevent Franchisor from seeking to obtain injunctive relief, without posting a bond, against threatened conduct that will cause Franchisor loss or damages, under the usual equity rules, including the applicable rules for obtaining restraining orders and preliminary and permanent injunctions. If injunctive relief is granted, Franchisee's only remedy will be the

court's dissolution of the injunctive relief. If the injunctive relief was wrongfully issued, Franchisee expressly waives all claims for damages Franchisee incurred as a result of the wrongful issuance.

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

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

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

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

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

## **22. SEVERABILITY AND CONSTRUCTION**

**22.1.** Should any provision of this Agreement be for any reason held invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be deemed restricted in application

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

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

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

## **23. CONFIDENTIALITY**

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

## **24. ACKNOWLEDGEMENTS**

**24.1.** Franchisee hereby acknowledges the following:

**24.1.1.** Franchisee has conducted an independent investigation of the Business contemplated by this Agreement and understands and acknowledges that the Business contemplated by this Agreement involves business risks, making the success of the venture largely dependent upon the business abilities and participation of Franchisee and its efforts as an independent business operator. Franchisee agrees that no claims of success or failure have been made to it prior to signing this Agreement; and that it undertakes all the terms and conditions of this Agreement. This Agreement contains all oral and written agreements, representations, and arrangements between the parties hereto, and any rights which the respective parties hereto may have had under any other previous contracts are hereby cancelled and terminated, and no representations or warranties are made or implied, except as specifically set forth herein. This Agreement cannot be changed or terminated orally. Franchisor expressly disclaims the making of, and Franchisee acknowledges that it has not received or relied upon, any warranty or guarantee, express or implied, as to the potential volume, profits, or success of the business venture contemplated by this Agreement.

**24.1.1.1.** Franchisee has no knowledge of any representations by Franchisor or its members, managers, officers, directors, shareholders, employees, agents, or servants, about the Business contemplated by this Agreement that are contrary to the terms of this Agreement, or the documents incorporated herein. Franchisee represents, as an inducement to Franchisor's entry into this Agreement, that it has made no misrepresentations in obtaining this Agreement.

**24.1.2.** Franchisee acknowledges that Franchisor's approval or acceptance of Franchisee's Site does not constitute recommendation or endorsement of the location, nor any assurance by Franchisor that the Business at the Site will be successful or profitable.

**24.1.3.** Franchisee acknowledges that it received the Franchisor's FDD the earlier of: (i) fourteen (14) business days prior to the earlier of the execution of this agreement or the payment of any consideration to the Franchisor in connection with the sale of this franchise; or (ii) at the appropriate time as required under the laws of the state where Franchisee was domiciled at such time or where the Territory is to be located.

**24.1.4.** Franchisee acknowledges that Franchisor gave completed copies of this Agreement and any related agreements to Franchisee at least seven (7) business days prior to actual execution.

**24.1.5.** Franchisee acknowledges that it has had ample opportunity to consult with its own attorneys, accountants, and other advisors and that the attorneys for Franchisor have not advised or represented Franchisee with respect to this Agreement or the relationship thereby created.

**24.1.6.** Franchisee, together with its advisors, has sufficient knowledge and experience in financial and business matters to make an informed investment decision with respect to Business.

**24.1.7.** Franchisee is aware of the fact that other present or future franchisees of Franchisor may operate under different forms of agreement(s), and consequently that Franchisor's obligations and rights with respect to its various franchisees may differ materially in certain circumstances.

**24.1.8.** Franchisee acknowledges that this agreement and the accompanying guaranty of Franchisee's undertakings constitute the entire agreement of the parties with respect to the subject matter hereof. This Agreement terminates and supersedes any prior agreement between the parties concerning the same subject matter.

**(Signature Page Follows)**

**Signature Page to the Franchise Agreement**

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

FRANCHISOR

***STORSQUARE FRANCHISE GROUP,  
LLC***

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

FRANCHISEE

(IF ENTITY):

\_\_\_\_\_

[Name]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

(IF INDIVIDUALS):

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

**Attachment A to the Franchise Agreement**

**FRANCHISEE INFORMATION & PROTECTED TERRITORY**

1. **Effective Date:** \_\_\_\_\_

2. **Franchisee's Name(s):** \_\_\_\_\_

3. **Ownership of Franchise:** *If the franchisee is a business entity (as defined in the Agreement), the following persons constitute all of the owners of a legal and/or beneficial interest in the franchisee:*

<u>Name</u>	<u>Percentage Ownership</u>
_____	_____ %
_____	_____ %
_____	_____ %

4. **Principal Executive (Section 4.2):** \_\_\_\_\_

5. **Key Manager (Section 4.2):** \_\_\_\_\_

6. **Initial Franchise Fee (Section 5.1):** \_\_\_\_\_

7. **Franchisee's Address, Phone, and Email:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8. **Protected Territory:** *[Attach map or list of distinguishing territory features such as list of zip codes]*

**Attachment B to the Franchise Agreement**

**PERSONAL GUARANTY OF  
OWNER/SHAREHOLDER**

This Personal Guaranty and Assumption of Obligations (this “**Guaranty**”) is given on \_\_\_\_\_, by \_\_\_\_\_.

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

The undersigned waives:

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

The undersigned consents and agrees that:

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

5. such liability shall not be diminished, relieved or otherwise affected by any extension of time, credit or other indulgence which Franchisor may from time to time grant to Franchisee or any other person, including without limitation, the acceptance of any partial payment or performance, or the compromise or release of any claims, none of which in any way modify or amend this Guaranty, which shall be continuing and irrevocable during and after the terms of the Franchise Documents, as the same may be amended or renewed, until Franchisee's duties and obligations to Franchisor are fully discharged and satisfied.

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

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

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

Signature \_\_\_\_\_

Print or Type Name \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

Print or Type Name \_\_\_\_\_

Date \_\_\_\_\_

**Attachment C to the Franchise Agreement**

**FRANCHISEE QUESTIONNAIRE/COMPLIANCE CERTIFICATION**

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

FOR PROSPECTIVE FRANCHISEES THAT RESIDE IN OR ARE SEEKING TO OPERATE THE FRANCHISED BUSINESS IN ANY REGULATED STATE, SUCH PROSPECTIVE FRANCHISEE IS NOT REQUIRED TO COMPLETE THIS QUESTIONNAIRE OR TO RESPOND TO ANY OF THE QUESTIONS CONTAINED IN THIS QUESTIONNAIRE.

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

Yes/No \_\_\_\_ 1. Have you received and personally reviewed the Franchise Agreement, as well as each exhibit or schedule attached to these agreements that you intend to enter into with us?

Yes/No \_\_\_\_ 2. Have you received and personally reviewed the Franchise Disclosure Document we provided?

Yes/No \_\_\_\_ 3. Did you sign a receipt for the Disclosure Document indicating the date you received it?

Yes/No \_\_\_\_ 4. Do you understand all the information contained in the Disclosure Document and the Franchise Agreement you intend to enter into with us?

Yes/No \_\_\_\_ 5. Have you reviewed the Disclosure Document and Franchise Agreement with a lawyer, accountant or other professional advisor and discussed the benefits and risks of operating the Business(es) with these professional advisor(s)?

Yes/No \_\_\_\_ 6. Do you understand we have only granted you certain, limited territorial rights under the Franchise Agreement, and that we have reserved certain rights under the Franchise Agreement?

Yes/No \_\_\_\_ 7. Do you understand we and our affiliates retain the exclusive unrestricted right to engage, directly or through others, in the providing of services under the System mark or any other mark at any location outside your Territory under the Franchise Agreement, without regard to the proximity of these activities to the premises of your Business(es)?

Yes/No \_\_\_\_ 8. Do you understand all disputes or claims you may have, arising from, or relating to the Franchise Agreement must be mediated and/or arbitrated, at our option, at our then-current headquarters?

Yes/No \_\_\_\_ 9. Do you understand the Franchise Agreement provides that you can only collect compensatory damages on any claim under or relating to the Franchise Agreement and are not entitled to any punitive, consequential, or other special damages?

Yes/No \_\_\_\_ 10. Do you understand the sole entity or person against whom you may bring a claim under the Franchise Agreement is us?

Yes/No \_\_\_\_ 11. Do you understand that the Franchisee (or one of its principals if Franchisee is an organization), as well as any Principal Executive(s) (as defined in the Franchise Agreement), must successfully complete the appropriate initial training program(s) before we will allow the Business to open or consent to a transfer of that Business?

Yes/No \_\_\_\_ 12. Do you understand that we require you to successfully complete certain initial training program(s) and if you do not successfully complete the applicable training program(s) to our satisfaction, we may terminate your Franchise Agreement?

Yes/No \_\_\_\_ 13. Do you understand that we do not have to sell you a franchise or additional franchises or consent to your purchase of existing franchises (other than those that you timely fulfill your development obligations and have contracted to open under the Area Development Agreement, provided you have not materially breached that agreement and failed to timely cure that breach)?

Yes/No \_\_\_\_ 14. Do you understand that we will send written notices, as required by your Franchise Agreement, to either your Business or home address until you designate a different address by sending written notice to us?

Yes/No \_\_\_\_ 15. Do you understand that we will not approve your purchase of a franchise, or we may immediately terminate your Franchise Agreement, if we are prohibited from doing business with you under any anti-terrorism law enacted by the United States Government?

Yes/No \_\_\_\_ 16. Is it true that no broker, employee, or other person speaking on our behalf made any statement or promise regarding the costs involved in operating a Business that is not contained in the Disclosure Document or that is contrary to, or different from, the information contained in the Disclosure Document?

Yes/No \_\_\_\_ 17. Is it true that no broker, employee, or other person speaking on our behalf made any statement or promise regarding the actual, average, or projected profits or earnings, the likelihood of success, the amount of money you may earn, or the total amount of revenue a Business will generate, that is not contained in the Disclosure Document or that is contrary to, or different from, the information contained in the Disclosure Document?

Yes/No \_\_\_\_ 18. Is it true that no broker, employee, or other person speaking on our behalf made any statement or promise or agreement, other than those matters addressed in your Franchise Agreement and/or Development Agreement concerning advertising, marketing, media support, marketing penetration, training, support service or assistance that is contrary to, or different from, the information contained in the Disclosure Document?

Yes/No \_\_\_\_ 19. Is it true that no broker, employee, or other person providing services to you on our behalf has solicited or accepted any loan, gratuity, bribe, gift or any other payment in money, property, or services from you in connection with a Business purchase with exception of those payments or loans provided in the Disclosure Document?

**GIVE A COMPLETE EXPLANATION OF ANY NEGATIVE RESPONSES ON BACK OF THIS PAGE (REFER TO QUESTION NUMBER)**

*[Signature page follows]*

**FOR MARYLAND FRANCHISEES:** ALL REPRESENTATIONS REQUIRING PROSPECTIVE FRANCHISEES TO ASSENT TO A RELEASE, ESTOPPEL, OR WAIVER OF LIABILITY ARE NOT INTENDED TO NOR SHALL THEY ACT AS A RELEASE, ESTOPPEL, OR WAIVER OF ANY LIABILITY INCURRED UNDER THE MARYLAND FRANCHISE REGISTRATION AND DISCLOSURE LAW.

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

**FRANCHISEE APPLICANT(S):**

*(add signature lines as necessary)*

**Signature:**

**Name:**

**Title:**

**Date:**

**EXHIBIT F**

**RESERVED**

**EXHIBIT G**

**FORM OF GENERAL RELEASE**

## GENERAL RELEASE OF CLAIMS

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

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

**WHEREAS**, Franchisor and Franchisee have entered into a Franchise Agreement (“Agreement”) pursuant to which Franchisee was granted the right to own and operate a self-storage, transportation, and moving services business;

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

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

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

- 1. Representations and Warranties.** Releasor represents and warrants that it is duly authorized to enter into this Release and to perform the terms and obligations herein contained, and has not assigned, transferred, or conveyed, either voluntarily or by operation of law, any of its rights or claims against Franchisor or any of the rights, claims, or obligations being terminated and released hereunder. Each individual executing this Release on behalf of Franchisee represents and warrants that he/she is duly authorized to enter into and execute this Release on behalf of Franchisee. Releasor further represents and warrants that all individuals that currently hold a direct or indirect ownership interest in Franchisee are signatories to this Release.
- 2. Release.** Releasor and its subsidiaries, affiliates, parents, divisions, successors and assigns, and all persons or firms claiming by, through, under, or on behalf of any or all of them, hereby release, acquit, and forever discharge Franchisor, any and all of its affiliates, parents, subsidiaries, or related companies, divisions, and partnerships, and its and their past and present officers, directors, agents, partners, shareholders, employees, representatives, successors and assigns, and attorneys, and the spouses of such individuals (collectively, the “Released Parties”), from any and all claims, liabilities, damages, expenses, actions, or causes of action which Releasor may now have or has ever had, whether known or unknown, past or present, absolute or contingent, suspected or unsuspected, of any nature whatsoever, including without limiting the generality of the foregoing, all claims, liabilities, damages, expenses, actions, or causes of action directly or indirectly arising out of or relating to the execution and performance of the Agreement and the offer and sale of the franchise related thereto, except to the extent such liabilities are payable by the applicable indemnified party in connection with a third party claim.
- 3. Nondisparagement.** Releasor expressly covenants and agrees not to make any false representation of facts, or to defame, disparage, discredit, or deprecate any of the Released Parties or otherwise communicate with any person or entity in a manner intending to damage any of the Released Parties, their business, or their reputation.

**4. Confidentiality.** Releasor agrees to hold in strictest confidence and not disclose, publish, or use the existence of, or any details relating to, this Agreement to any third party without Franchisor's express written consent, except as required by law.

**5. Miscellaneous.**

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

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

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

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

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

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

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

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

*[Signature Page follows]*

**Signature Page to General Release Form**

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

**FRANCHISEE:**

[FRANCHISEE]

**By:**

**Name:**

**Title:**

**Date:**

**FRANCHISEE'S OWNERS:**

*(add more lines signature lines as necessary)*

**Signature:**

**Name:**

**Date:**

**Signature:**

**Name:**

**Date:**

**EXHIBIT H**

**FORM OF NONDISCLOSURE AND NONCOMPETE AGREEMENT**

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



## **CONFIDENTIALITY AND RESTRICTIVE COVENANT AGREEMENT**

*[Sample ONLY]*

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

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

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

### **Recitals and Representations**

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

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

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

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

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

**NOW THEREFORE**, you acknowledge and agree as follows:

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

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

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

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

**“Confidential Information”** refers to and means: (a) non-public methods, specifications, standards, policies, procedures, information, concepts, programs and systems relating to the development, establishment, marketing, promotion and operation of the STORsquare Business; (b) information concerning customers, customer lists, email lists, database lists, product sales, operating results, financial performance and other financial data of the STORsquare Business; (c) customer lists and information related to the STORsquare Business; (d) Business Management System Data; I current and future information contained in the STORsquare Operations Manual made available to the STORsquare Business by STORsquare Franchise Group, LLC; and (e) production and service procedures that are not disclosed to the public but used by the STORsquare Business.

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

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

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

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

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

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

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

**6. Breach.** You agree that failure to comply with the terms of this Agreement will cause irreparable harm to us and to our franchisor, STORsquare Franchise Group, LLC, and other STORsquare franchisees for which there is no adequate remedy at law. Therefore, you agree that any violation of these covenants will entitle us or our franchisor, STORsquare Franchise Group, LLC, to injunctive relief. You agree that we and/or our franchisor, STORsquare Franchise Group, LLC, may apply for such injunctive relief, without bond, but upon due notice, in addition to such further and other relief as may be available at equity or law, and the sole remedy of yours, in the event of the entry of such injunction, will be the dissolution of such injunction, if warranted, upon hearing duly held (all claims for damages by reason of the wrongful issuance of any such injunction being expressly waived hereby). If a court requires the filing of a bond notwithstanding the preceding sentence, you agree that the amount of the bond shall not exceed one thousand dollars (\$1,000.00). None of the remedies available to us under this Article are exclusive of any other, but may be combined with others under this Agreement, or at law or in equity, including injunctive relief, specific performance, and recovery of monetary damages.

**7. Miscellaneous.**

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

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

**YOU ACKNOWLEDGE THAT THIS IS NOT AN EMPLOYMENT AGREEMENT.**

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

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

**RESTRICTED PARTY**

Signature:

Name:

Date:

## EXHIBIT I

### **STATE SPECIFIC ADDENDA**

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

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

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

## **CALIFORNIA ADDENDUM TO DISCLOSURE DOCUMENT**

OUR WEBSITE WWW.STORSQUARE.COM HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION & INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENTS OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION & INNOVATION AT [dfpi.ca.gov](http://dfpi.ca.gov).

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

### **ITEM 3 – LITIGATION**

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

### **ITEM 17 - RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION**

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

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

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

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

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

6. THE FRANCHISE AGREEMENT MAY REQUIRE THE FRANCHISEE TO EXECUTE A GENERAL RELEASE OF CLAIMS UPON EXECUTION OF THE FRANCHISE AGREEMENT. CALIFORNIA CORPORATIONS CODE SECTION 31512 VOIDS A WAIVER OF YOUR RIGHTS UNDER THE FRANCHISE INVESTMENT LAW (CALIFORNIA CORPORATIONS CODE SECTIONS 31000 THROUGH 31516). BUSINESS AND PROFESSIONS CODE SECTION 20010 VOIDS A WAIVER OF YOUR RIGHTS UNDER THE FRANCHISE RELATIONS ACT (BUSINESS AND PROFESSIONS CODE SECTIONS 20000 THROUGH 20043).

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

8. THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE DISCLOSURE DOCUMENT.

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

franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5 Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

## **HAWAII ADDENDUM TO DISCLOSURE DOCUMENT**

The following paragraphs are added in the state cover pages:

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

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

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

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

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

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

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

**ILLINOIS ADDENDUM TO DISCLOSURE DOCUMENT, FRANCHISE AGREEMENT, AND  
AREA DEVELOPMENT AGREEMENT**

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

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

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

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

## INDIANA ADDENDUM TO DISCLOSURE DOCUMENT

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

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

## **IOWA ADDENDUM TO DISCLOSURE DOCUMENT**

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

The following language will be added to the Franchise Agreement:

### **NOTICE OF CANCELLATION**

\_\_\_\_\_ (enter date of transaction)

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

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

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

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice to STORsquare Franchise Group, LLC – at 1105 Shana Court, Suite D, Marietta, GA 30066 not later than midnight of the third business day after the Effective Date.

I hereby cancel this transaction.

Franchisee: \_\_\_\_\_

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

## **MARYLAND ADDENDUM TO DISCLOSURE DOCUMENT**

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

### **Item 17 - RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION**

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

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

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

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

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

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

\*\*\*\*\*

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

\*\*\*\*\*

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

\*\*\*\*\*

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

Any questions regarding this notice should be directed to:

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

## **INFORMATION REQUIRED BY THE STATE OF MINNESOTA**

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

1. We will protect your right to use the trademarks, service marks, trade names, logotypes, or other commercial symbols and/or indemnify you from any loss, costs or expenses arising out of any claim, suit, or demand regarding the use of the same.
2. Minn. Stat. §80C.21 and Minn. Rule 2860.4400J prohibit the Franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring you to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the disclosure document or agreement(s) can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum or remedies provided for by the laws of the jurisdiction.
3. No release language set forth in the Franchise Agreement or Area Development Agreement will relieve us or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of Minnesota.
4. Minnesota law provides franchisees with certain termination and non-renewal rights. Minnesota Statutes, Section 80C.14, subdivisions 3, 4, and 5 require, except in certain specified cases, that you be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the Franchise Agreement or Area Development Agreement.
5. Under the terms of the Franchise Agreement and Area Development Agreement, as modified by the Minnesota Addendum to the Franchise Agreement, you agree that if you engage in any non-compliance with the terms of the Franchise Agreement or unauthorized or improper use of the System Marks, or Proprietary Materials during or after the period of the Agreements, we will be entitled to seek both temporary and permanent injunctive relief against you from any court of competent jurisdiction, in addition to all other remedies which we may have at law, and you consent to the seeking of these temporary and permanent injunctions.

## NEW YORK ADDENDUM TO DISCLOSURE DOCUMENT

### NOTICE TO PROSPECTIVE FRANCHISEES IN THE STATE OF NEW YORK

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

**INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT B 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 STREET, 21<sup>ST</sup> FLOOR, NEW YORK, NEW YORK 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 at the end of Item 4:

Neither the Franchisor, nor its affiliates, officers, or directors during the 10-year period immediately preceding the date of the offering prospectus have (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 one (1) year after the officer or general partner of the franchisor held this position in the company or partnership.

4. The following are revisions to Item 5 of the Franchise Disclosure Document:

The Initial Franchise Fee is to be used for the purpose of sales development, training, and marketing costs as set forth in Item 7.

5. The following is added to the end of the "Summary" section of Item 17(c), titled "**Requirements for franchisee to renew or extend,**" and Item 17(m), entitled "**Conditions for franchisor approval of transfer**":

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Section 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(o), 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" section 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. Any requirements of an Area Representative Agreement that you consent to the entry of an injunction prohibiting any breach by you of your obligations under the Franchise Agreement are modified in the State of New York to provide only that you consent to the seeking of such an injunction.

10. The following sentence is added at the end of the section entitled "Modifications to System" in Item 17 of the Franchise Disclosure Document:

However, any new or different requirement set forth will not unreasonably increase your obligations or place an excessive economic burden on your operations.

## NORTH DAKOTA ADDENDUM TO DISCLOSURE DOCUMENT

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

1. Item 17(c) "**Requirements for Franchisee to Renew or Extend**" of the Disclosure Document is amended to provide as follows: "Any provision in the Franchise Agreement which requires the franchisee to sign a general release upon renewal of the Franchise Agreement is unfair, unjust, or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law."
2. Item 17(r) "**Non-competition Covenants**" of the Disclosure Document is amended to provide as follows: "Any provision in the Franchise Agreement restricting competition is contrary to Section 9-08-06 of the North Dakota Century Code, without further disclosing that such covenants may be subject to this statute, are unfair, unjust or inequitable within the intent of Section 51-09-09 of the North Dakota Franchise Investment Law."
3. Item 17(u) "**Dispute Resolution**" of the Disclosure Document is amended to provide as follows: "Any provision in the Franchise Agreement which provides that the parties agree to an arbitration or mediation of disputes which place at a location that is remote from the site of Franchisee's business is unfair, unjust or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law."
4. Item 17(v) "**Venue**" of the Disclosure Document is amended to provide as follows: "Any provision in the Franchise Agreement which designates jurisdiction or venue or requires the Franchisee to agree to jurisdiction or venue in a forum outside of North Dakota is void with respect to any cause of action which is otherwise enforceable in North Dakota."
5. Item 17(w) "**Governing Law**" is amended to provide as follows: "Any provision in the Franchise Agreement requiring that the Franchise Agreement be construed according to the laws of a state other than North Dakota is unfair, unjust, or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law."

## OHIO ADDENDUM TO DISCLOSURE DOCUMENT

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

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

Initials: \_\_\_\_\_

Date: \_\_\_\_\_

### NOTICE OF CANCELLATION

\_\_\_\_\_ (enter date of transaction)

You may cancel this transaction, without penalty or obligation, within five business days from the above date. If you cancel, any payments made by you under the agreement, and any negotiable instrument executed by you will be returned within ten business days following the seller's receipt of your cancellation notice, and any security interest arising out of the transaction will be cancelled. If you cancel, you must make available to the seller at your business address all goods delivered to you under this agreement; or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk. If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of them without further obligation. If you fail to make the goods available to the seller, or if you agree to return them to the seller and fail to do so, then you remain liable for the performance of all obligations under this agreement. To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice to STORsquare Franchise Group, LLC – at 1105 Shana Court, Suite D, Marietta, GA 30066 not later than midnight of the fifth business day after the Effective Date.

I hereby cancel this transaction.

Franchisee: \_\_\_\_\_

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

## **RHODE ISLAND ADDENDUM TO DISCLOSURE DOCUMENT**

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

### **ITEM 17 - RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION**

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

## VIRGINIA ADDENDUM TO DISCLOSURE DOCUMENT

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

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

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

## **INFORMATION REQUIRED BY THE STATE OF WASHINGTON**

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

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

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

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

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

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

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

## **WISCONSIN ADDENDUM TO DISCLOSURE DOCUMENT**

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

## **SIGNATURE PAGE FOR APPLICABLE ADDENDA**

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

California  
 Hawaii  
 Illinois  
 Iowa  
 Indiana  
 Maryland

Michigan  
 Minnesota  
 New York  
 North Dakota  
 Ohio

Rhode Island  
 South Dakota  
 Virginia  
 Washington  
 Wisconsin

Date: \_\_\_\_\_, \_\_\_\_\_

### **FRANCHISOR:**

STORsquare Franchise Group, LLC

By: \_\_\_\_\_

Title: \_\_\_\_\_

### **FRANCHISEE:**

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

## **EXHIBIT J**

### **LEASE RIDER**

THIS LEASE RIDER is entered into between the undersigned parties.

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

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

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

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

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

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

STORsquare Franchise Group, LLC  
4450 Winfred Drive  
Marietta, GA 30066  
[franchisesales@storsquare.com](mailto:franchisesales@storsquare.com)

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

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

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

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

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

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

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

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

**COMPANY:**

STORsquare Franchise Group, LLC

**By:**

**Name:**

**Title:**

**FRANCHISEE:**

[FRANCHISEE]

**By:**

**Name:**

**Title:**

**LANDLORD:**

[LANDLORD]

**By:**

**Name:**

**Title:**

**Effective Date of this Lease Rider:**

**Premises Address:**

STORsquare  
2025 FDD Exhibit J

## EXHIBIT K

### ELECTRONIC FUNDS TRANSFER AUTHORIZATION FORM

**Bank Name:**

**ABA Number:**

**Account Number:**

**Account Name:**

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

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

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

AGREED ON [DATE]:

**FRANCHISEE:**

[FRANCHISEE]

By:

**Name:**

**Title:**

**FRANCHISOR:**

STORsquare Franchise Group, LLC

By:

**Name:**

**Title:**

## 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 STORsquare Franchise Group, LLC offers you a franchise, it must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the Franchisor or an affiliate in connection with the proposed franchise sale. New York requires that you be given this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of any franchise or other agreement, or payment of any consideration that relates to the franchise relationship.

If STORsquare Franchise Group, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580, and any applicable state agency (which are listed in Exhibit B).

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

Michael Paupeck - 4450 Winfred Drive, Suite D, Marietta, GA 30066- (844) 888-7867

Doni Ferreira - 4450 Winfred Drive, Suite D, Marietta, GA 30066- (678) 212-5312

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

(Name) \_\_\_\_\_ (Address) \_\_\_\_\_ (Phone) \_\_\_\_\_

(Name) \_\_\_\_\_ (Address) \_\_\_\_\_ (Phone) \_\_\_\_\_

(Name) \_\_\_\_\_ (Address) \_\_\_\_\_ (Phone) \_\_\_\_\_

Issuance Date: April 21, 2025

I received a disclosure document that included the following Exhibits:

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

Date Received: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

**Please sign and keep this copy for your records.**

## RECEIPT

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

If STORsquare Franchise Group, LLC offers you a franchise, it must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the Franchisor or an affiliate in connection with the proposed franchise sale. New York requires that you be given this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of any franchise or other agreement, or payment of any consideration that relates to the franchise relationship.

If STORsquare Franchise Group, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580, and any applicable state agency (which are listed in Exhibit B).

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

Michael Paupeck - 4450 Winfred Drive, Suite D, Marietta, GA 30066- (844) 888-7867

Doni Ferreira - 4450 Winfred Drive, Suite D, Marietta, GA 30066- (678) 212-5312

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

(Name) \_\_\_\_\_ (Address) \_\_\_\_\_ (Phone) \_\_\_\_\_

(Name) \_\_\_\_\_ (Address) \_\_\_\_\_ (Phone) \_\_\_\_\_

(Name) \_\_\_\_\_ (Address) \_\_\_\_\_ (Phone) \_\_\_\_\_

Issuance Date: April 21, 2025

I received a disclosure document that included the following Exhibits:

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

Date Received: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

**Return This Copy To Us:** STORsquare Franchise Group, LLC  
4450 Winfred Drive, Suite D, Marietta, GA 30066  
franchisesales@storsquare.com, - (844) 888-7867