

FRANCHISE DISCLOSURE DOCUMENT



Accelerated Services Franchise, LLC
a Florida limited liability company
4821 N. Clark Avenue, Tampa, Florida 33614
866-698-2874
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You will operate a residential and commercial bulk trash removal and hauling service under the name JUNK SHOT, or you will operate a doorstep trash removal valet service for multi-family residential properties under the name DOORSTEP DETAILS, or if we agree, you may operate both.

The total investment necessary to begin operation of a JUNK SHOT franchise ranges from \$96,600 to \$237,650 for a territory with a minimum population of 250,000. This includes the \$62,450 that must be paid to the franchisor or affiliate for a single territory.

The total investment necessary to begin operation of a DOORSTEP DETAILS franchise ranges from \$88,997 to \$156,647 for a territory with a minimum population of 250,000 or 7,000 multi-family units. This includes the \$60,347 that must be paid to the franchisor or affiliate for a single territory.

The total investment necessary to begin operation of a combined DOORSTEP DETAILS and JUNK SHOT franchise ranges from \$151,650 to \$325,000 for a territory with a minimum population of 250,000 or 7,000 multi-family units. This includes the \$82,450, that must be paid to the franchisor or affiliate for a single co-brand territory.

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 document.**

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Sherrod Hunter, 866-698-2874, 4821 N. Clark Avenue, Tampa, Florida 33614.

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

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

Date of Issuance: April 28, 2023

How To Use This Franchise Disclosure Document

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

What you Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

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

Special Risks to Consider About *This Franchise*

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

- 1. Out-of-State Resolution.** The Franchise Agreement requires you to resolve disputes with the franchisor by mediation and/or arbitration in Florida. Out-of-state mediation and arbitration may force you to accept a less favorable settlement for disputes. It may also cost you more to mediate and arbitrate with us in Florida than in your home state
- 2. Short Operating History.** The franchisor is at an early stage of development and has a limited operating history. This franchise is likely to be a riskier investment than a franchise in a system with a longer operating history.
- 3. Financial Condition.** The franchisor's financial condition, as reflected in its financial statements (see Item 21), calls into question the franchisor's financial ability to provide services and support to you.
- 4. Mandatory Minimum Payments.** You must make minimum royalty and advertising fund payments, regardless of your sales levels. Your inability to make the payments may result in termination of your franchise and loss of your investment.

MICHIGAN NOTICE

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 that 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 before the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the Franchise Agreement and to cure such failure after being given written notice thereof and a reasonable opportunity that 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 that have no value to the franchisor and inventory, supplies equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) the term of the franchise is less than 5 years and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area after to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of franchisor's intent not to renew the franchise.
- (e) A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.
- (f) A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.
- (g) A provision that permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:
 - (i) The failure of the proposed transferee to meet the franchisor's then current reasonable qualifications or standards.
 - (ii) The fact that the proposed transferee is a competitor of the franchisor or subfranchisor.
 - (iii) The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.
 - (iv) The failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the Franchise Agreement existing at the time of the proposed transfer.
- (h) A provision that requires the franchisee to resell to the franchisor items that are not uniquely identified with the franchisor. This subdivision does not prohibit a provision that grants to 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 that permits the franchisor to directly or indirectly convey, assign, or otherwise transfer its obligations to fulfill contractual obligations to the Franchisee unless provision has been made for providing the required contractual services.

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

Any questions regarding this notice should be directed to: Michigan Department of Attorney General, Consumer Protection Division, Franchise Section, 525 W. Ottawa Street, G. Mennen Williams Building, 1st Floor, Lansing, Michigan 48913 (517) 373-7117.

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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,” and/or “us” refer to Accelerated Services Franchise, LLC, a Florida limited liability company, the franchisor of this business. “You” and “your” refer to the person who buys the franchise, the franchisee, whether you are a corporation, limited liability company, or other business entity. If you are a corporation, limited liability company or other business entity, certain provisions of this disclosure document also apply to your owners where noted.

The Franchisor

We were formed in Florida on August 19, 2019 to offer JUNK SHOT and DOORSTEP DETAILS franchises. Our primary operations are initiated and implemented by two divisions, our Junk Shot Division and our Doorstep Details Division. Our principal business address is 4821 N. Clark Avenue, Tampa, Florida 33614. We do business under our corporate name and the trade names, JUNK SHOT and DOORSTEP DETAILS. Our agents for service of process are listed in Exhibit B to this disclosure document.

We grant franchises to qualified candidates in the United States for the operation of junk/bulk removal businesses. We grant the right to operate businesses providing residential and commercial junk/bulk removal and hauling service under the name JUNK SHOT or doorstep trash removal valet service for multi-family residential properties under the name DOORSTEP DETAILS, using our proprietary products, technology, and techniques (each referred to as the “Franchised Business”). “Junk” is defined as items not removed in the normal municipal pick-up. We nor the Franchised Business are in the business of regular pick-up of trash along designated residential or commercial routes, or hauling liquids, gases, or flammable or hazardous waste.

We have been offering JUNK SHOT and DOORSTEP DETAILS franchises since December 2019, and have never offered franchises in any other line of business. We do not engage in any other business activities.

You may purchase a single brand franchise or you may purchase a co-brand franchise. We offer a reduced franchise fee if you initially purchase a co-brand franchise. If you initially elect to purchase a single brand franchise, you may not convert a JUNK SHOT franchise into a DOORSTEP DETAILS franchise or vice versa during the term of the franchise agreement. Moreover, we do not promise that either remaining brand franchise will be available within your territory for purchase at a later date. However, in the event the remaining brand franchise opportunity is available in your territory during the first 12 months following the effective date of your existing franchise agreement, at the time of purchase you will receive the benefit of a reduced franchise fee. There is no reduced franchise fee any brand purchase within your territory following this 12-month period.

Our businesses are conducted under the trade names, JUNK SHOT and DOORSTEP DETAILS, and also use our other related service marks, trademarks or logos (our “Marks”) and our standards, methods, procedures, and specifications (our “System”). You will operate the Franchised Business from designated commercial warehouse or storage space with no less than 600 square feet, with ample parking space that is monitored by surveillance or secured behind gated access. We never have operated businesses of the type being franchised, but our affiliate, AWS (described below) has operated businesses offering junk/bulk removal and valet trash services since January 2010.

Our Parents, Predecessors and Affiliates

Our affiliate, Accelerated Waste Solutions of North America, LLC, a Florida limited liability company, (“AWS”), was formed on January 1, 2010 and owns the Marks and licenses us the right to use them and to sub-license their use to franchisees. AWS owns and operates outlets similar to the type offered in this disclosure document. AWS maintains its principal business address at 4821 N Clark Avenue, Tampa, Florida 33614. AWS has never offered franchises in any line of business.

We have no other affiliates, parents, or predecessors.

General Description of the Market and Competition

JUNK SHOT businesses provide junk/bulk removal services using our proprietary products and methods. You will provide services to residential and commercial customers.

DOORSTEP DETAILS businesses provide valet trash removal services for multi-family residential properties, such as apartment complexes, using our proprietary products and methods. You will provide services to commercial customers who typically manage the multi-family units.

The market for bulk trash removal and residential valet trash removal services is developed and competitive. Our target market will include homeowners, multi-unit residential property managers, contractors, realtors, and businesses. You will compete with other businesses offering similar services, including other national, regional, and other franchises, as well as individual and local business owners. Consumer expectations for trash removal are services that are professional, timely, convenient, and hygienic. Typically, the need for trash removal services is not seasonal.

Regulations Specific to the Industry

In addition to the federal Resource Conservation and Recovery Act, there may be other laws related to trash disposal in your city, county, or town. You should investigate whether any city, town, or other governmental agency has issued or granted an exclusive right or license to another garbage or waste hauler that may limit your right to access a local transfer site or landfill. Your business may be limited by exclusive governmental licenses claimed by other garbage and waste collection companies, or by restrictions claimed on your right to access transfer sites or landfills.

You must follow local and state laws, orders, and ordinances, especially essential worker or mask requirements to address pandemic concerns. Further, you may want to consider relevant guidance issued by federal agencies such as the Center for Disease Control and Occupational Safety and Health Administration for the safety of your customers and employees.

Additionally, you may need to obtain other certifications or licenses, or be a licensed contractor depending on your local or state requirements in order to provide services offered by JUNK SHOT and/or DOORSTEP DETAILS. Some jurisdictions require a contractor's license in order to operate, which may require you to have previous experience in trash removal to qualify. Certain jurisdictions, like New Jersey, require you to obtain a license to transport or remove waste or trash

ITEM 2

BUSINESS EXPERIENCE

President of DOORSTEP DETAILS: Fred Tomlin, Jr.

Mr. Tomlin has served as the President of our DOORSTEP DETAILS division since September 2019. He is co-founder of our affiliate Accelerated Waste Solutions of North America, LLC. He has served as Chief Operating Officer of AWS' DOORSTEP DETAILS division and Executive Vice President of AWS' JUNK SHOT division in Tampa, Florida, since January 2010.

Chief Operating Officer and President of JUNK SHOT: Sherrod Hunter

Mr. Hunter has served as the President of our JUNK SHOT division since September 2019. He is co-founder of our affiliate Accelerated Waste Solutions of North America, LLC. He has served as Chief Operating Officer of AWS' JUNK SHOT division and as Executive Vice President of AWS' DOORSTEP DETAILS Valet Trash division in Tampa, Florida, since January 2010. Mr. Hunter has served as Director of Operations for Tampa Bay Trash, LLC, in Tampa, Florida since 2008.

Vice President of Franchise Development: Todd Leonard.

Mr. Leonard has served as the Vice President of Franchise Development since May 2022 in Tampa, Florida. He previously worked with FanXperts, LLC in Waco, Texas from April 2020 through May 2022. He previously served as VP of Operation and Franchise Development in Hackensack, New Jersey from September 2014 to March 2020.

ITEM 3

LITIGATION

No litigation is required to be disclosed in this Item.

ITEM 4

BANKRUPTCY

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

ITEM 5

INITIAL FEES

Initial Franchise Fee

You will pay us an initial franchise fee of \$59,900 for a JUNK SHOT, or \$59,900 for a DOORSTEP DETAILS Franchised Business. If you desire, and are approved by us, to operate both a JUNK SHOT and DOORSTEP DETAILS Franchised Business, your franchise fee is \$79,900.

The initial franchisee fee will cover a territory with a minimum population of 250,000 (“Territory”), as we deem appropriate. The fee for the first additional territory of a minimum population of 250,000 is \$49,900, and each additional territory of a minimum population of 250,000 thereafter is \$39,900 each. Each additional territory must be purchased within the first two years of signing the first Franchise Agreement in order to receive the discounted price and the initial franchise fee is due upon signing the new franchise agreement. The Territory and each additional territory purchased is referred to individually as a “Zone.”

If you initially purchase a single brand franchise, and you elect to purchase the remaining brand franchise available in your Territory within the first 12 months following the effective date of your existing franchise agreement, you will pay us a reduced initial franchise fee of \$45,000. There is no reduced franchise fee for purchases following this 12-month period.

We currently offer a \$7,000 discount for your first franchise purchase if you were honorably discharged from any branch of the United States military and provide documentation (DD-214).

All initial franchise fees are due when you sign the Franchise Agreement, are generally uniformly imposed, and are not refundable. In some instances, we may agree to an adjusted initial franchise fee for the purpose of quickly entering new markets.

Technology Fee

You are required to pay a monthly Technology Fee for business management software, website and email hosting, and other technology necessary for operations. We require that you pay us the Technology Fee before you begin operations, and then monthly for the remaining term of the franchise. This initial and ongoing Technology Fee is \$149 per month for each valet trash contract for DOORSTEP DETAILS operations, and \$850 per month per Territory for JUNK SHOT operations. This fee is uniformly imposed and not refundable. The fee may increase over time, when third-party providers increase costs; all such increases will be uniformly imposed.

Grand Opening

With respect to a single service franchise, you must spend a minimum of \$7,500 for a grand opening advertising campaign for either JUNK SHOT or DOORSTEP DETAILS within the first 180 days of commencing operations. If you offer both services, you must spend a minimum of \$15,000 for a grand opening advertising campaign during the same 180-day period. If we deem it necessary, we may require that you pay this money to us before you commence operations, and we will initiate the grand opening campaign on your behalf. This fee is uniformly imposed and is not refundable.

Uniforms

If you operate a JUNK SHOT franchise you must purchase your worker uniforms from us. You will need to purchase enough uniforms to supply your employees for every regularly scheduled workday each week. For a staff of three, we estimate your initial costs to range from \$500 to \$700 (exclusive of shipping). This fee is due prior to opening, is uniformly imposed, and is not refundable.

Equipment

If you operate a DOORSTEP DETAILS franchise, you must purchase a minimum order of approved trash cans, trash satchels, violation notices, plus miscellaneous inventory such safety vest, as marketing inventory from us before you open. We estimate this cost to be between \$5,000 to \$7,000, depending on the size of your Zone. This fee is due prior to opening, is uniformly imposed, and is non-refundable upon receipt.

GPS Installation Fee

If you operate a JUNK SHOT franchise, you must use our designated GPS device in your truck. We will acquire and install the GPS in your truck before you open the franchise. Prior to installation, you will pay us a one-time installation fee of \$500. Thereafter, we assume the obligation for any related monthly payments to the vendor during the term of the franchise.

Paint and Signage for Service Vehicle

At our direction, if you operate a JUNK SHOT franchise, before you commence operations, you will pay us or our designated third-party supplier to have your service vehicle painted and/or wrapped with our signage. The cost ranges from \$1,500 to \$3,000. This fee is uniformly imposed, and is not refundable.

Marketing Materials

At our direction, if you operate either a JUNK SHOT or a DOORSTEP DETAILS Franchised Business, before you commence operations, you will pay us or us our designated third-party vendor \$1,000 to \$2,500, which we will spend on your behalf during the first three months of operations, specifically for your initial local advertising and promotion campaign. If you operate both a JUNK SHOT and DOORSTEP DETAILS Franchised Business, the amount you will pay us or our designated third-party vendor is \$1,500 to \$3,000 for the same purpose. This fee is uniformly imposed, and is not refundable.

ITEM 6 OTHER FEES

Type of Fee	Amount	Due Date	Remarks
Royalty Fee (in Territory)	Greater of 7% of Gross Revenue ¹ or Minimum Monthly Royalty Fee (see below)	Payable weekly on Thursday	You must pay your Royalty Fee directly to us on or before 5:00 PM EST on Thursday of every week (unless this day is a weekend or holiday, then on the business day before).

Type of Fee	Amount	Due Date	Remarks
Royalty Fee (out of Territory)	Between 9% and 12% of Gross Revenue collected outside of Zones	Payable weekly on Thursday	If we approve you to provide services outside of your Zones and if your Outside Zone Gross Sales is equal to or less than 25% of the total Gross Revenue of your Franchised Business, we charge a 9% Royalty Fee for Gross Revenue outside your Zones (the "Outside Zone Gross Sales"). However, if your Outside Zone Gross Sales are more than 25% of the total Gross Revenue of your Franchised Business, you must either purchase the additional Zone or we may charge you an additional 5% Continuing Royalty Fee on the Outside Zone Gross Sales in addition to the standard 7% Continuing Royalty Fee.
Minimum Monthly Royalty Per Zone, Per Brand ²	0-6 months \$0 7-18 months \$500 19-24 months \$750 25-36 months \$1,000 37-120 months \$1,500	Monthly	See Note 2.
Marketing Fee	Currently 0% of Gross Revenue, but up to 2% of Gross Revenue	Monthly	We begin collecting Marketing Fee beginning month 25 of operation of your Franchised Business. This is payable to us at the same time and in the same manner as the Royalty Fee.
Local Advertising Fee	The greater of \$3,000 or 8% of Gross Revenue for JUNK SHOT The greater of \$1000 or 8% of Gross Revenue for DOORSTEP DETAILS The greater of \$3,500 or 8% of Gross Revenue for JUNK SHOT & DOORSTEP DETAILS	Monthly	Payable directly to local advertising suppliers.
Advertising Cooperative Fee	Currently not to exceed \$2,000 per month, JUNK SHOT Currently not to exceed \$1,000 per month, DOORSTEP DETAILS	As incurred	We reserve the right to establish local or regional advertising cooperatives. Your local advertising fee may apply towards the advertising cooperative fee. Each participating location (whether franchise or company-owned) will have one vote. In the event we have majority vote, we will not increase these amounts during the remaining term of your participating franchise.

Type of Fee	Amount	Due Date	Remarks
	Currently not to exceed \$2,500 per month, JUNK SHOT & DOORSTEP DETAILS		
Technology Fee ³	\$149 per month per Valet Trash Contract if operating a DOORSTEP DETAILS \$850 per month per Territory if operating a JUNK SHOT	Monthly	Payable at the same time and in the same manner as the Royalty Fee.
E-Mail Account Fee	\$20 per each additional e-mail account	Monthly	The first e-mail account is covered under the Technology Fee, and we charge an additional fee for each additional e-mail account you require for your Franchised Business. If our costs to provide this service increase, we reserve the right to pass through to you the actual increase in costs.
Bookkeeping Program Fee	\$500 and up for Gross Revenue up to \$200,000; \$850 and up for Gross Revenue \$200,001 and up	Monthly	Payable only if you choose to use our services in managing the books of your Franchised Business or if we require you to participate if you fail to provide the financial information or reports we require, we (at our discretion) determine that you are unable to maintain your books according to generally accepted accounting standards, or if we perform an audit, and find that your bookkeeping system is inaccurate by at least 5% of Gross Revenue. The Bookkeeping Program Fee is refundable if we provide inaccurate accounting services. We reserve the right to charge you \$20 per hour above 25 hours (for revenue \$200,000 and below) and \$42.50 per hour (for revenue above \$200,000) to cover our cost, due to your failure to cure a breach of reporting requirements under the Franchise Agreement. We also reserve the right to require you to use an approved bookkeeping vendor.
C.A.R.E. Center Appointment Fee ⁴ (JUNK SHOT Only)	\$15 per scheduled appointment by the C.A.R.E. Center	Monthly	Payable at the same time and in the same manner as the Royalty Fee.
Valet Trash Operations Management Fee ⁵ (DOORSTEP DETAILS Only)	\$.49 cents per unit, per multi-family community contract	Monthly	Payable at the same time and in the same manner as the Royalty Fee.

Type of Fee	Amount	Due Date	Remarks
Interview Appointment Setting Program	<p>Confirmed Scheduled Interview Fee of \$50 per Interview , Placement Fee of 5% of new hire’s average annual salary, and Setup Fee of \$199 per job post we make on your behalf, these fees are applicable to JUNK SHOT business.</p> <p>Trash Porter Screening Fee of \$299 per job and Setup Fee of \$199 per job post we make on behalf; these fees are applicable to DOORSTEP DETAILS business.</p>	On demand	<p>If you operate both JUNK SHOT and DOORSTEP DETAILS business, you must pay both fees applicable to each type of business.</p> <p>JUNKSHOT: Confirmed Scheduled Interviews are interviews that the hiring candidate is present for the interview. Placement Fee is due after the New Hire's 1st completed pay period. Setup Fee is not mandatory. Setup Fee covers the setup of the job post portal and job post content.</p> <p>DOORSTEP DETAILS: Trash Porter Screening Fee covers interview screening of all submitted job post applicants for 30 Days or until an applicant is hired. Trash porter screening will resume if the new hire is terminated in the 30-day period. Setup Fee is Not Mandatory. Setup Fee covers the setup of the job post portal and job post content. You will be the employer for all individuals hired through Interview Appointment Setting Program, and you are solely responsible for any employment, termination, or disciplinary actions related to your employee.</p>
National Valet Trash Contract Reimbursement - (DOORSTEP DETAILS Only)	Reimbursement of all revenue generated from such services provided by us	On demand	Payable to us only if we secure for you a valet trash contract and you refuse to service the valet trash contract or if we deem that you are not capable of servicing the contract, we may service the contract without remitting any payment to you. If we service a national valet trash contract, contract assigned to you, we are entitled to keep all profits generated from such services and if you are paid for the national valet trash contract we service you will reimburse us the full amount generated from such services provided
Franchisee Valet Trash Contract Referral Fee - (DOORSTEP DETAILS Only)	One month of the contract’s invoice (excluding discounts).	30 days after the first payment for services is received	If you sell a valet trash contract outside of your territory and choose not to expand into that territory to service the contract, we will service the contract and pay you a fee equal to 1 month of the contract’s invoice. If another abutting franchisee secures a contract inside your territory, you must pay a referral fee equal to 1 month of contract’s invoice.

Type of Fee	Amount	Due Date	Remarks
Valet Trash Contract Transfer Fee (<i>DOORSTEP DETAILS Only</i>)	50% of the expected annual Gross Revenue of the valet trash contract (excluding discounts) being transferred	On demand	Payable to us only if we transfer to you an existing valet trash contract, and only if you have rights to operate a DOORSTEP DETAILS Franchised Business. "Current Annual Gross Value" of a valet trash contract is equal to, the contract's current monthly billing (excluding discounts) multiplied by 12.
Temporary Zip Codes Leasing Fee	\$300 per month for each zip code leased	As incurred	Payable only if you and we agree that you are permitted to service clients in zip code(s) outside of your designated Zone.
Resale Assistance Program Fee ⁶	8% of the purchase price of the Franchised Business	As incurred	Payable only if you request our assistance in the resale of your Franchised Business and we find a buyer for your Franchised Business.
Interest Charges	18% per annum or highest rate allowed by applicable state law plus Franchisor's costs in collection of any unpaid and past due amounts	Upon demand	Payable only when you are late on paying the Royalty Fee, Marketing Fee, Technology Fee, and any other fees due to Franchisor within the due date. Interest will begin to accrue from the date payment was due, but not received, or date of underpayment, until payment is received in full.
Supplier Testing	Our costs to evaluate the proposed supplier	On demand	If you request that we approve a supplier or product, you must reimburse us for our costs in evaluating the supplier or product.
Service Vehicle Replacement	As incurred	As negotiated	Payable directly to vehicle suppliers and/or finance companies. We may require you to replace your service vehicle if your existing vehicle is no longer in good condition, as we determine at our sole discretion. We will not require that a service vehicle be replaced more frequently than every five years.
Insurance	Reimbursement of our costs	On demand	If you do not obtain the required insurance, we may (but are not required to) obtain insurance on your behalf.
Non-Compliance Fee ⁷	\$500 per infraction plus our costs associated with your non-compliance	Upon demand or collected from client invoice payments	If there are three or more infractions in any 12-month period (whether or not such infractions are cured after notice), we reserve the right to terminate your Franchise Agreement.
Transfer Fee	\$15,000	At the time of transfer	Payable to us at the time of transfer. Does not apply to an assignment to a corporate entity owned by you for convenience.
Renewal Fee	\$5,000	At the time of renewal	Payable to us if you renew your Franchise Agreement under the then-current terms.

Type of Fee	Amount	Due Date	Remarks
Late Renewal Fee	\$1,500	As incurred	Payable if you sign the renewal Franchise Agreement after your Franchise Agreement expires.
Late Reporting Fee	\$250 per report per incident	On demand	Payable only when you do not provide required reports to us within three business days of the due date
Inspection Fee	Reimbursement of our costs	As incurred	Payable only if the audit or any other inspection should reveal that Franchisee has not spent a monthly minimum of on Local Advertising, or if the inspection discloses an underpayment of three percent (3%) or more of any amount due to us for any period covered by the audit.
Additional Training Fee for a Substitute or New Designated Manager or Principal	\$500 per person, plus your incurred costs for travel, meals, lodging, and wages	At the time of training	If you have to repeat initial training, or if you replace your Designated Manager, or bring new principals into your franchise.
Continuing Education Training Program or Enrichment Training	\$500 per person per training program, plus your incurred costs if any, for travel, meals, lodging, and wages	At the time of training	We may require you or your Designated Manager to attend continuing education training programs or seminars during the term of the franchise. We will not require attendance to more than one session or not more than five days during any calendar year. Enrichment Training is mandatory if you fail to meet our minimum performance levels.
On-Site Training Cancellation Fee	Our then-current on-site training cancellation fee, \$500 per person per occurrence plus reimbursement of our actual costs	Upon demand	May vary depending upon the type of scheduled training program and how far in advance you notify us in writing of the cancellation.
Quality Assurance Inspection	\$300 per inspection	On demand	Payable by you to us if we audit your Franchised Business
Mystery Shopper Program	Actual costs of the mystery shop plus Franchisor's administrative costs, up to \$300	On demand	Payable by you to us if we use a third-party mystery shopper to audit your Franchised Business
Conference Registration Fee	\$500 per person per conference, plus your incurred costs for travel, meals, lodging, and wages	Prior to conference	If we conduct an annual conference, we reserve the right to charge you a Conference Registration Fee. The conference may last up to three days.
Management Fee	\$300 per day, plus out of pocket expenses	Within 7 days of invoice	We have the right, but not the obligation, to step in and operate your Franchised Business for you in certain circumstances due to your failure to operate in accordance with our

Type of Fee	Amount	Due Date	Remarks
			Standards or due to your disability, incapacity, or death
Liquidated Damages (Marketing)	\$5,000 per incident	Upon demand	Payable only if you market, advertise, or solicit in another franchisee's Territory and Zone, without Franchisor's permission
Liquidated Damages (Termination)	Your average monthly Royalty Fee during the immediately prior 12-month period times the lesser of (a) the remaining term in months; or (b) 24 months	Upon demand	Payable only if you prematurely cease operations or if we terminate the Franchise Agreement for cause prior to its expiration.
Costs and Attorneys' Fees	Will vary under circumstances	As incurred	Payable upon your failure to comply with the Franchise Agreement.
Indemnification	Will vary under circumstances	As incurred	You must reimburse us if we are held liable for claims arising from your Franchised Business' operations.
Default Fee	\$1,500 per event of default, plus the cost of re-inspections and the costs of enforcing compliance	Within 3 days of our demand.	Applies if you are in default under this Agreement.
National Accounts Fee ⁸	May vary dependent upon the terms and conditions of the National Account project	Monthly	We retain the right to charge the National Accounts Fee as a flat fee amount or based on % of Gross Revenues generated for the National Accounts sales. This fee is in addition to the Royalty Fee.

All fees are uniformly imposed by and are payable to us. All fees are non-refundable.

Except for the Royalty Fees and Marketing Fees, all fixed dollar fees due under the Franchise Agreement will be adjusted as of January 1 of each year in proportion to the changes in Consumer Price Index, subject to an annual Inflation Adjustment, not to exceed an increase of 2% per year; except to round upwards to the nearest whole dollar ("CPI-U Adjustment"). The term "Inflation Adjustment" refers to our right to increase a fee, or obligation to decrease a fee, based upon an increase or decrease in the Index. The "Index" refers to the CPI-U (U.S. average, all items) maintained by United States Department of Labor (or such equivalent index as may be adopted in the future) between January 1, 1995 and January of the then-current year, or a comparative index we may select if the Index is no longer published. Each adjustment will be made effective on January 1 based on the January Index, but the first adjustment will not be made until at least 12 months following your Franchise Agreement effective date.

NOTES

Note 1. "Gross Revenue" means the entire amount of the sale price, whether for cash, credit, payment in kind (valued at fair market value), or otherwise, of all sales, including but not limited to the sale of any services or products from or in connection with the operation of the Franchised Business. No deductions shall be allowed from Gross Revenue except for the following: (a) sums collected by or on behalf of the Franchisee for any governmental authority on account of sales taxes, services taxes, or other taxes imposed directly upon the sale of goods or services (or both) from the Franchised Business, provided that the amount of any such tax has in fact been paid or otherwise accounted for by the Franchisee to the appropriate governmental authority; (b) the amount of any refund or credit given in respect of any services or products provided to a customer of the Franchised Business for which a refund of the whole or part of the purchase

price is made, or for which a credit is given: as long as such refund or credit is given in accordance with our policies and procedures in relation to refunds set out in the Operations Manual; (c) amounts for uncollected or uncollectable credit accounts as long as such credit accounts are deemed uncollected or uncollectable in accordance with the our policies and procedures in relation to uncollected of Uncollectable credit accounts set out in the Operations Manual; and (d) amounts uncollected from a customer of the Franchised Business due to discount coupons that were approved for use in advance by us. Where the operation of the Franchised Business has been interrupted, all sales assumed to have been lost by the Franchisee by virtue of such interruption, being the basis upon which an insurer has paid business interruption insurance, shall also be included in the calculation of Gross Revenue. Gross Revenues also includes barter and exchange transactions for which you furnish services or products in exchange for goods or services to be provided by the vendor, supplier or customer will be valued at the full retail value of the memberships bartered in exchange for the good or services provided to you. Gross Revenues also includes the proceeds of any business interruption insurance paid to you. Gross Revenues also includes any payments you receive from vendors. Chargebacks are not deducted from Gross Revenues.

Note 2. If, at the end of each month of your operations, the total of all Royalty Fees paid to us during that time is less than the “Minimum Monthly Royalty” amount for that time period, you must pay us an amount equal to the difference between the Minimum Monthly Royalty and the total of all Royalty Fees actually paid to us for that time period. The amount of such difference (if any) must be paid to us on or before the 15th day of the month immediately following the month that reflects the shortfall. If you operate more than one Zone and exceed the Minimum Monthly Royalty for one Zone but fail to achieve the Minimum Monthly Royalty for another Zone, the excess royalty from one Zone will not offset the minimum royalty shortfall due from any other Zone.

If you are authorized to provide both JUNK SHOT junk removal and DOORSTEP DETAILS Valet Trash removal services in a Zone and the Royalty Fee from the operation of either the JUNK SHOT or DOORSTEP DETAILS Valet Trash businesses constitutes less than 30% of the aggregate Royalty Fee paid to us for the Zone, and if you fail to increase the lacking business above such 30% threshold during the following quarter, then we may, at our option modify or terminate your Zone with respect to the franchise concept that failed to constitute at least 30% of the aggregate Royalty Fee.

Note 3. Currently we require that you pay us a monthly Technology Fee for the technology you will need to operate your Franchised Business, including support for and access to website, phone app, franchisor required Work Fulfillment/Logistics Software, phone system, and e-mail hosting. This fee includes access to our intranet and the C.A.R.E. Center (see Note 4). These fees are subject to increase based on increased costs we incur, with advanced notice to you. We can change the software and technology that must be used by our franchisees at any time.

Note 4. You will not be required to pay the Customer Service, Affordability, Reliability, Environmental responsibility Center (“C.A.R.E. Center”) Appointment Fee only self-booked sales, or jobs that cancel prior to the day of the scheduled appointment. “Per booking” or “per appointment” means a booked junk removal estimate, or booked junk removal job. We reserve the right to adjust every year to reflect consumer price index changes. There is no C.A.R.E. Center Appointment Fee for the first three months unless the franchise results from a transfer or renewal. For all other per booking, per appoint, you must pay \$15 per scheduled appointment ; payable at the same time and in the same manner as the Royalty Fee. Reoccurring appoints are considered a brand-new appointment and subject to this C.A.R.E. Center Appointment Fee.

Note 5. The Valet Trash Operations Management Fee provides for night and day operations call center support and alerting, support for property manager, waste broker, and resident customer service calls and e-mails, reviewing, and updating and submitting reports every service day to the client.

Note 6. If you elect to participate in our resale program in connection with the sale of your Franchised Business, you will pay a fee equal to 8% of the purchase price that you accept for the Franchised Business. If you also retain the services of a third-party broker, you may have to pay an additional fee to that broker.

If you elect to use our services, we require you to enter into a separate franchise resale program agreement in a form prescribed by us.

Note 7. For a JUNK SHOT Franchised Business, an “infraction” means a failure to follow our standard operating procedures, as set out in our operations manual, or the terms of the Franchise Agreement. For a DOORSTEP DETAILS Franchised Business, an “infraction” means one of the following: 1) not completing delayed or daytime valet trash service for a multi-family community contract by 11:00 AM local time, or 2) providing more than three delayed valet trash service across all your multi-family community contracts within one calendar month. The Non-Compliance Fee for a DOORSTEP DETAILS Franchised Business is subtracted from client invoice payments by us, and the remainder of the client invoice payment will be remitted to you, and for a JUNK SHOT Franchised Business, the Non-Compliance Fee is due to us upon demand.

Note 8. We may market and negotiate National Account programs to serve clients across territories and often from multiple franchisees. If we negotiate such National Accounts and if you choose to participate in the National Accounts program, and if we successfully complete an agreement with a National Accounts program in your Territory (see Item 12 for definition), you will pay us a portion of the Gross Revenues you received from the sale from the National Accounts projects assigned to you. This amount will be in addition to the monthly Royalty Fees collected and must be paid in the same manner and time as the Royalty Fee paid pursuant to the signed franchise agreement. Additionally, if you choose to participate in the National Account program, and if we agree to terms with any National Account, you must provide products and services to all valid members of the National Account on those prices and terms as we may require. If you do not participate in the National Accounts program, refuse a National Accounts project, or if we deem you are incapable of providing services for a National Account in your Territory, we have the uninhibited right to utilize another JUNK SHOT/DOORSTEP DETAILS franchisee or assign the project to our affiliate, or third party as we may designate and you are not entitled to any compensation for such services provided in your Territory. We do not offer any compensation or finder’s fees to you with respect to either acquiring National Accounts, your participation in National Accounts, or another party fulfilling National Accounts projects in your Territory.

ITEM 7

ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

Type of Expenditure	Amount (JUNK SHOT)	Amount (DOORSTEP DETAILS)	Amount (BOTH)	Method of Payment	When Due	To Whom Payment Is To Be Made
Franchise Fee ¹	\$59,900	\$59,900	\$79,900	Lump sum (check, wire transfer, or credit card)	At signing of Franchise Agreement	Us
Real Estate/Rent ²	\$1,500 to \$2,100	\$600 to \$2,100	\$1,500 to \$2,100	As arranged	As arranged	Landlord
Lease, Utility, and Security Deposits	\$0 to \$700	\$0 to \$700	\$0 to \$700	As arranged	As arranged	Landlord, Utility Companies
Leasehold Improvements ³	\$250 to \$500	\$250 to \$500	\$250 to \$500	As invoiced	As arranged	Contractor and suppliers

Type of Expenditure	Amount (JUNK SHOT)	Amount (DOORSTEP DETAILS)	Amount (BOTH)	Method of Payment	When Due	To Whom Payment Is To Be Made
Lease or Buy Service Vehicle ⁴	\$5,000 to \$105,000	\$500 to \$30,000	\$5,500 to \$140,000	As arranged	As incurred	Approved Suppliers
Paint and Signage For Service Vehicle ⁵	\$1,500 to \$3,000	\$400 to \$600	\$1,900 to \$3,600	As arranged	As incurred	Approved Suppliers or us
Equipment and Hand Tools ⁶	\$1,300 to \$4,500	\$5,000 to \$7,000	\$6,300 to \$11,500	As arranged	As arranged	Approved Suppliers or us
Uniforms ⁷	\$500 to \$700	\$500 to \$700	\$1,000 to \$1,400	Lump sum	Before Beginning Operations	Approved suppliers or us
Computer, Smartphone, and Software ⁸	\$600 to \$1,000	\$500 to \$1,000	\$600 to \$1,000	As invoiced	As arranged	Approved and third-party suppliers
Technology Fee (3 months)	\$2,550	\$447	\$2,550	As invoiced	Monthly, 1 st day of the month	Us
Office Equipment and Supplies ⁹	\$500 to \$1,000	\$1,000 to \$3,000	\$1,500 to \$4,000	As arranged	As incurred	Suppliers
Initial Materials Allotment ¹⁰	\$300 to \$1,000	\$300 to \$1,000	\$600 to \$1,000	As invoiced	As arranged	Approved and third-party suppliers
Training ¹¹	\$1,500 to \$3,500	\$1,500 to \$3,500	\$1,500 to \$3,500	Lump sum	During Training	Airlines, hotels and restaurants
Grand Opening Advertising ¹²	\$7,500 to \$21,000	\$7,500 to \$21,000	\$15,000 to \$21,000	As arranged	As arranged	Suppliers or us
Marketing Materials ¹³	\$1,000 to \$2,500	\$1,000 to \$2,500	\$1,500 to \$3,000	As invoiced	As arranged	Approved third-party suppliers or us
Insurance ¹⁴ (3 months)	\$3,000 to \$6,000	\$3,000 to \$6,000	\$3,000 to \$6,000	As invoiced	Before Beginning Operations	Insurance company
Legal & Accounting ¹⁵	\$500 to \$1,200	\$500 to \$1,200	\$750 to \$1,750	As incurred	As arranged	Attorney and accountant
Business Licenses & Permits ¹⁶	\$200 to \$1,500	\$100 to \$500	\$300 to \$1,500	As arranged	As incurred	Local and other state government agencies
Additional Funds ¹⁷ (3 months)	\$9,000 to \$20,000	\$6,000 to \$15,000	\$28,000 to \$40,000	As incurred	As necessary	Employees, utilities, lessor, and suppliers

Type of Expenditure	Amount (JUNK SHOT)	Amount (DOORSTEP DETAILS)	Amount (BOTH)	Method of Payment	When Due	To Whom Payment Is To Be Made
TOTAL ¹⁸	\$96,600 to \$237,650	\$88,997 to \$156,647	\$151,650 to \$325,000			

*None of the fees paid to us in this chart are refundable. Whether such fees paid to third parties are refundable would depend upon the policies of the third parties.

NOTES

Note 1. The initial franchise fee is \$59,900 for a Territory consisting of a minimum of 250,000 in population for a JUNK SHOT, \$59,900 for a Territory consisting of a minimum of 250,000 in population for a DOORSTEP DETAILS Franchised Business, or \$79,900 for both. An additional territory of a minimum of 250,000 can be purchased for \$49,900, and each additional Zone thereafter for \$39,900 each. We offer a \$7,000 discount if you were honorably discharged from any branch of the United States. Neither we nor our affiliate offer any financing of the initial investment.

Note 2. You must purchase or lease commercial warehouse, storage, or office space with 600 to 1500 square feet. You will also need a parking spot for your JUNK SHOT vehicle that is monitored by surveillance or is secured in a gated facility. The costs for your rental and security deposits will depend on, among other things, the size of the space you choose to rent and your creditworthiness. We do not permit that you operate the Franchised Business from your home. However, you may initially operate from your home while you are searching for rental space, but you must be operating your franchise from an acceptable commercial location within 90 days of signing the Franchise Agreement.

The low figure represents three months' rent for a location with 600 square feet, assuming rent at \$1 per square foot. The high figure represents a one-month security deposit plus three months' rent for a location with 1500 square feet, assuming rent at \$5 per square foot. These figures do not factor in common area maintenance charges or any other charges that may be imposed under your lease.

Note 3. Construction costs vary widely, depending upon the location, design, configuration and condition of the premises. To adapt the office and storage area for operation of the Franchised Business, you may need to make some minor renovations or improvements. The cost of the renovations and improvements will vary depending on factors, including the size, condition, and location of the facilities, local wage rates and the cost of materials. The low estimate assumes that fewer improvements are needed.

Note 4. Our estimate represents the down payment on one service vehicle. Our current service vehicle specifications for both JUNK SHOT and DOORSTEP DETAILS are included in our Operations Manual and are subject to change. Each service vehicle must meet our specifications and be approved by us.

JUNK SHOT: The truck you must use for a JUNK SHOT Franchised Business must have our custom designed dump bed. The estimated costs for the truck (including the custom dump bed) is approximately \$90,000 to \$105,000; to lease the truck, instead, is approximately \$5,000 for the first three months of operation.

DOORSTEP DETAILS: You must purchase an approved pickup truck in order to operate the DOORSTEP DETAILS franchise.

Note 5. Your service vehicles must be wrapped or painted the color that we specify. You will also need to letter your vehicles in accordance with local ordinances, our guidelines and the Operations Manual. Our estimate represents the painting and signage costs for one truck.

Note 6. Our list of required equipment is provided in the Operations Manual. The required tools include hand tools, global positioning system (GPS) for navigation and vehicle diagnostic purposes, outward and inward facing vehicle cameras, credit card processor, cleaning tools and other materials, which you will purchase

from approved suppliers. If you purchase the JUNK SHOT concept the figures in the chart include the GPS device \$500 installation fee that you pay us before you open the franchise. If you purchase the DOORSTEP DETAILS concept, you must also purchase a minimum order of approved trash cans, trash satchels, violation notices, plus miscellaneous inventory such as marketing inventory from us.

Note 7. With respect to both Junk Shot and Doorstep Details, you must purchase a uniform starter pack from us, at an amount currently equal to \$500. Beginning six (6) months thereafter, you will be required to sign up for a monthly laundered uniform service from one of our designated suppliers, as described in Item 8, estimated at \$100 to \$200 on a month-to-month basis for each of your Junk Shot and/or Doorstep Details locations you may operate. The costs will vary depending on the number of employees that you hire (usually three to start) and the quantity of uniform shirts that you order. A set of uniform shirts and pants must be supplied to each worker for every regularly scheduled workday each week.

Note 8. You must purchase a computer, a smartphone, and software necessary for operating the Franchised Business. You also must maintain a dedicated telephone number for use as a franchisee.

Note 9. You must purchase general office supplies including stationery, business cards, printer/fax/copier, office furniture, and typical office equipment from vendors we specify.

Note 10. You must purchase certain tools and other service equipment for use in the operations of the Franchised Business that we specify. The low-price range is based on leasing through a third party.

Note 11. Our charge for providing our initial training is included in the franchise fee, but you are responsible for travel, local transportation, meals, and lodging incurred to attend initial training. The total cost will vary depending on the number of people attending, how far you travel, and the type of accommodations you choose.

Note 12. You must conduct a grand opening advertising campaign to promote your Franchised Business within the first 180 days of commencing operations of either service. If we deem it necessary, we may require that you pay this money to us and we will spend it on your behalf.

Note 13. During your first three months of operation, we require you spend at least the specified amount per concept on local advertising and promotion, including online and internet marketing and advertising, dues for business organizations, event dues or other solicitation and promotional efforts. If we deem it necessary, we may require that you pay this money to us and we will spend it on your behalf.

Note 14. You must purchase insurance as required by state law and of the type and with minimum limits as we specify from our approved vendor list. Factors that may affect your cost of insurance include the size and location of the Franchised Business, value of the renovations and improvements, equipment, inventory, number of employees, and other factors.

The figures in the chart show your insurance premium divided on a monthly basis for a three month period. The low end of our estimate assumes that you are purchasing one concept and your Franchised Business will have one truck. The high end of our estimate assumes that you are purchasing both concepts and your Franchised Business will have two trucks, and is dependent on the age of the drivers for the trucks. Also included are the workers compensation insurance required to provide junk removal services, as well as general liability insurance. This figure may vary based on whether Franchisee places a large down payment on the franchised business or not.

Note 15. You will need to employ an attorney, an accountant and other professionals to assist you in setting up your business. These fees may vary from location to location depending on the prevailing rates of local attorneys, accountants and consultants.

Note 16. The costs estimated above include an estimate for the required dump permits, in addition to other business licenses and permits you may be required to have by your local government. You are encouraged to investigate your state's license requirements.

Note 17. We set forth an estimate of your needed additional funds for a three-month period. However, we estimate that you may be required to put additional funds into the business for a three to seven-month time period, and sometimes longer.

Note 18. In compiling this chart, we relied on our and our affiliates' industry knowledge and experience.

ITEM 8

RESTRICTIONS ON SOURCES OF SERVICES AND PRODUCTS

Purchases or Leases from Approved and Designated Suppliers

You must purchase from us or our designated supplier, certain uniforms, safety vests, marketing materials and tools and equipment, mandatory GPS device, your vehicle wraps. and you must purchase from designated or approved third party suppliers' certain products such as your trucks, truck boxes, signage, credit card processing services, brochures, business cards, other marketing materials, and other miscellaneous inventory. You must purchase and use any hardware and software programs we designate (see Item 11).

We are the only supplier of the JUNK SHOT uniforms and DOORSTEP safety vests, trash cans, trash satchels, violation notices, plus miscellaneous inventory and on occasions certain marketing materials. You may purchase DOORSTEP uniforms from an approved supplier.

You must sign up for a monthly laundered uniform service from only from one of our designated suppliers. The costs of such laundering service may vary depending on the number of employees that you hire (usually three to start) and the quantity of uniform shirts that needs the laundering service. A set of uniform shirts and pants must be supplied to each worker for every regularly scheduled workday each week.

Except as described above, neither we nor any of our affiliates are designated or approved suppliers for any products or service. None of our officers owns an interest in any privately-held supplier, or a material interest in any publicly-held supplier. Occasionally, our officers may own non-material interests in publicly-held companies that may be suppliers to our franchise system, such as the required GPS device for the trucks used in the operation of the JUNK SHOT concept.

We reserve the right to make changes to our System and these changes may require you to adapt your business to conform to the changes and incur additional expenses. Examples of these System changes include the purchase of new equipment, fixtures, upgrading vehicles, software, or the use of new Marks. You must update your equipment and vehicles according to our specifications on the fifth (5th) year of your franchise term. However, the cost of these updates, but you will not be required to spend more than \$20,000 during any 5-year period on equipment, plus vehicle maintenance and replacement costs.

If you would like to use any goods or services, or suppliers that we have not approved, you must first send us sufficient information, specifications and samples for us to determine whether the goods or services comply with our standards and specifications or the supplier meets our approved supplier criteria. You pay us the costs we expend in our evaluation of new suppliers you wish to purchase from or products you wish to purchase. We will notify you within 30 days after receiving the required information whether you may purchase or lease the goods or services from the supplier. Our criteria for approving or revoking approval products, services, and/or suppliers is provided through our Manuals and other written directives.

Periodically, we may review our approval of any goods, services or suppliers. We will notify you if we revoke our approval of goods, services or suppliers, and you must immediately stop purchasing disapproved goods or services, or must immediately stop purchasing from a disapproved supplier.

Though approved by us, we and our affiliates make no warranty including warranty for particular purposes with respect to fixtures, furniture, equipment (including without limitation, any and all required computer systems) supplies or other approved items.

Purchases According to our Specifications

If we have not identified an approved or designated supplier for a particular product or service, you may purchase the product or service from any supplier so long as the product or service meets our standards and specifications, which may include brand specifications. We developed our standards and specifications based on our principals' and affiliate's experience in operating a similar business, and will communicate them to you in writing.

Insurance

You must purchase insurance as required by state law and as we specify. Currently, we specify the following types and amounts of insurance:

- “All risk” property insurance coverage for assets of the Franchised Business;
- Workers’ compensation insurance as required by state law and employer liability coverage with a minimum limit of \$100,000 per incident and \$500,000 for the policy limit. Workers’ compensation waiver of subrogation in favor of Franchisor must be included, and blanket form is also acceptable;
- Comprehensive general liability insurance with a minimum liability coverage of \$1,000,000 per occurrence; and an aggregate limit of \$2,000,000. General liability must be primary and non-contributory with any other insurance and general liability waiver of subrogation in favor of Franchisor must be included, and blanket form is also acceptable;
- Umbrella liability insurance providing coverage with limits of not less than \$1,000,000 in excess of the employer’s liability, general liability, and automobile liability coverage;
- Business interruption insurance with a minimum coverage of \$100,000;
- Automobile liability insurance of at least \$1,000,000;
- Grantor of Franchise Endorsement on your insurance policies as per CG209 (or an endorsement form with comparable wording); and
- Such insurance as necessary to provide coverage under the indemnity provisions in the Franchise Agreement.

You must purchase insurance from one of the vendors we specify. The policy must be written by an insurance company licensed in the state in which you operate and having at least an “A” Rating Classification as indicated in the latest issue of A.M. Best’s Key Rating Guide. You must identify Accelerated Services Franchise, LLC as an additional insured – grantor of franchise on a primary/non-contributory basis with a waiver of subrogation in Franchisor’s favor, and loss payee on insurance policies that you purchase and furnish us proof of the endorsement along with insurance certificates and/or other proof of coverage to us that we require.

We reserve the right to require you to obtain insurance policies to protect against cybersecurity threats, and accordingly, to require that we are named as additional insured on these cybersecurity insurance policies.

Revenue Derived from Franchisee Purchases and Leases

We or our affiliate may have arrangements with a discounted fee structure for the sale of certain proprietary materials to the franchisees. We may make other such purchasing arrangements with vendors, and suppliers of certain equipment and products under which we may receive rebates of the purchase price.

As of the end of our most recent fiscal year, December 31, 2022, we have derived \$72,835.20 in gross revenue as a result of franchisee required purchases or leases which 8.41% of our total revenue of \$865,622.28.

Estimated Proportion of Required Purchases and Leases to all Purchases and Leases

We estimate that required purchases and leases described above will range from 70% to 90% of the cost to establish the Franchised Business, and 10% to 20% of your operating costs.

Description of Purchasing Cooperatives; Purchasing Arrangements

We may negotiate purchase arrangements with suppliers or distributors, including price terms, for the benefit of franchisees. If we negotiate a purchase agreement, you must participate in the purchasing program. As of the Issuance Date of this disclosure document there are no purchasing arrangements, or purchasing/distribution cooperatives.

We do not provide you any material benefit (such as renewal rights or additional franchise rights) based on your purchase of particular products or services or use of particular suppliers.

ITEM 9

FRANCHISEE'S OBLIGATIONS

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

Obligation		Section in the Franchise Agreement	Disclosure Document Item
a.	Site selection and acquisition/lease	Section 5	Items 11 and 12
b.	Pre-opening purchases/leases	Sections 5	Items 7 and 8
c.	Site development and other pre-opening requirements	Sections 5 and 8	Items 7, 8, and 11
d.	Initial and ongoing training	Section 8	Items 6, 7, and 11
e.	Opening	Sections 5 and 8	Item 11
f.	Fees	Sections 3, 8, 11, 12, 13, 15, and 18 Exhibit 1	Items 5, 6, and 7
g.	Compliance with standards and policies/Confidential Operations Manual	Sections 5, 6, 7, 9, 10, and 13	Items 8, 14, and 16
h.	Trademarks and proprietary information	Sections 6, 7, and 9	Items 13 and 14
i.	Restrictions on products/services offered	Section 13	Items 8 and 16
j.	Warranty and customer service requirements	Section 13	Item 16
k.	Territorial development and sales quotas	Section 13	Item 12
l.	Ongoing product/service purchases	Section 13	Items 8 and 11

Obligation		Section in the Franchise Agreement	Disclosure Document Item
m.	Maintenance, appearance and remodeling requirements	Sections 5, 10, and 13	Item 6
n.	Insurance	Section 15	Items 6, 7, and 8
o.	Advertising	Section 11	Items 6, 7, and 11
p.	Indemnification	Section 21	Item 6
q.	Owner's participation/management/staffing	Section 13	Item 15
r.	Records and reports	Section 12	Item 11
s.	Inspections and audits	Sections 6 and 12	Items 6, 11, and 13
t.	Transfer	Section 18	Items 6 and 17
u.	Renewal	Section 4	Item 17
v.	Post-termination obligations	Section 17	Item 17
w.	Non-competition covenants	Sections 7 and 17	Item 17
x.	Dispute resolution	Section 23	Item 17
y.	Unlimited Guaranty and Assumption of Obligations	Section 22 Exhibit 3	Item 15

**ITEM 10
FINANCING**

We do not offer direct or indirect financing. We do not guarantee your loan, note, lease, or other obligations.

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

Except as listed below, Accelerated Services Franchise, LLC is not required to provide you with any assistance.

Before you begin operating the Franchised Business, we will:

1. Make available to you our then-current specifications for the Franchised Business Office location, service vehicle, service tools and equipment, and other equipment and supplies necessary for the establishment and development of the Franchised Business. In addition, if applicable, we will install the GPS device in the truck used in the operation of a JUNK SHOT franchise. (Franchise Agreement, Section 5.3.)
2. Approve or deny your choice for the Franchised Business Office within 30 days after receipt of your request. (Franchise Agreement, Section 5.3.)
3. Make our initial training program available to you and your Designated Manager (if not you) and/or one other employee. (Franchise Agreement, Section 8.1.)
4. Make available to you one of our representatives for the purpose of familiarizing your staff with our techniques and for providing general assistance and guidance in connection with the opening of the Franchised Business. (Franchise Agreement, Section 8.2.)

After you begin operating the Franchised Business, we will:

1. Be available during normal business hours to render advice, discuss problems and offer general guidance to you by telephone, email, facsimile, newsletters and other methods. (Franchise Agreement, Section 14.1.)

2. Provide you with modifications to the Confidential Operations Manual as they are made available to franchisees. (Franchise Agreement, Section 9.2.)

3. Reserve the right to hold periodic national or regional conferences to discuss business and operational issues affecting the franchise System, including industry changes, new services and/or merchandise, marketing strategies and the like. (Franchise Agreement, Section 8.6)

4. We will administer the collected Marketing Fees during the term of the franchise (Franchise Agreement, Section 11.2).

5. Although not obligated, we may provide guidance to you regarding prices for products and services that, in our sole judgment, constitutes good business practice in operating a Franchised Business and an analysis of costs and prices charged by competitive products and services (Franchise Agreement, Section 14.1).

Confidential Operations Manual

Before you sign the franchise agreement, we will provide you with monitored access to our operational guides and procedures, including a copy of our Confidential Operations Manual, all of which are on a web platform and not a paper or PDF format.

Advertising and Promotion

You must conduct a grand opening advertising campaign to promote your Franchised Business within the first 180 days of commencing each service you provide. If you operate a single service franchise, the required minimum amount you must spend for grand opening advertising is \$7,500 per Zone. If you provide co-brand services, you must spend a minimum amount of \$15,000 per Zone for your grand opening advertising.

We must approve your grand opening advertising campaign before you use it, and the programs/materials must be spread over each 180-day period from the date you begin providing each service. We may require you to pay this money to us and we will spend it on your behalf using the marketing methods that we have identified as being most effective.

Each month, you must spend at least \$2,000 or 8% of your Gross Revenue (for JUNK SHOT), whichever is higher, or \$800 or 8% of your Gross Revenue (for DOORSTEP DETAILS), whichever is higher, or \$3,500 or 8% of Gross Revenue (if you co-brand JUNK SHOT and DOORSTEP DETAILS), whichever is higher, on advertising, promotions and public relations in the local area surrounding the Franchised Business. You will pay for your ads and promotions directly, but we will provide you with general marketing guidelines, certain marketing materials, and we will review and approve your advertisements.

We utilize the Marketing Fee to assist in our regional advertising and promotion. You must contribute monthly an amount we specify periodically, which is currently 0% of Gross Revenue but up to 2% of Gross Revenue (“Marketing Fee”). Marketing Fee monies are not held in a separate fund. Marketing Fee monies collected during the calendar year that are not spent that specific year, may be used at our discretion during the following year. At the end of each calendar year, upon receipt of your written request, we will provide an accounting of how the Marketing Fee monies were spent during that specific calendar year.

We will use the Marketing Fee as follows:

(a) We will control the creative concepts and the materials and media to be used, and we will determine the placement and allocation of advertisements. We may use print, television, radio, Internet or other media for advertisements and promotions. We will initially engage in local and regional advertising, with the anticipation of future national advertising. We are not required to spend any particular amount on advertising in your area or Zone and we cannot promise any franchisee a pro-rata benefit.

(b) We may use your Marketing Fee to meet or reimburse us for any cost of conducting market research, producing, maintaining, administering and directing consumer advertising (including the cost of preparing and conducting television, radio, Internet, magazine, direct mail and newspaper advertising campaigns and other public relations activities; hosting an Internet web page of similar activities; employing advertising agencies to assist therein; providing promotional brochures and other marketing materials to franchisees). We will not use Marketing Fee monies for creating or placing any advertisement that is principally a solicitation for new franchisees, but may include in all advertising prepared using Marketing Fee monies (including Internet advertising) information concerning franchise opportunities, and a portion of Marketing Fee monies may be used to create and maintain one or more pages on our web site devoted to advertising franchise opportunities and identifying and screening inquiries and applications submitted by franchise candidates.

(c) Although not contractually required, we anticipate that all JUNK SHOT or DOORSTEP DETAILS businesses owned by us or an affiliate will make similar Marketing Fees as required of franchisees.

As of the issuance date of this franchise disclosure document, there were no Marketing Fees received or expenditures made.

Currently there is no franchisee advertising council that provides us with guidance or suggestions regarding advertising and marketing matters.

We also have the right to create advertising cooperatives for the benefit of all JUNK SHOT and/or DOORSTEP DETAILS franchises located in a particular region. We will determine the geographic territory and market areas for each cooperative advertising program. You must participate in any cooperative advertising program established in your region, which automatically makes you a member of the co-op.

Businesses owned by us or our affiliates, if any, located within the cooperative region are not contractually required to participate. However, if our businesses do participate in an established cooperative, as a member we will have one vote per location, the same as franchisees.

We have the right to collect and designate all or a portion of the local advertising for cooperative advertising. Currently your monthly contribution requirement will not exceed \$3,000 for JUNK SHOT, \$1,000 for DOORSTEP DETAILS, or \$3,500 for JUNK SHOT & DOORSTEP DETAILS, however this limit is subject to an increase established by a majority vote of the cooperative members. In the event we have majority voting power, we will not increase these amounts during the remaining term of your participating franchise.

Each cooperative will be required to adopt governing bylaws that meet our approval, and will be available for review. There are no limits on our right to change, dissolve or merge advertising cooperatives. If cooperative advertising is implemented in a particular region, we may establish an advertising council to self-administer the program.

You are permitted to market your Franchised Business through approved social media channels in accordance with our social media policy. We may require that you utilize our designated supplier for social media marketing services. At all times you must comply with any social media policy that we develop.

You may not establish a presence on, or market on the Internet without our consent. We maintain websites, currently at acceleratedwaste.com, www.junkshotapp.com, and doorstepdetails.com that provide information about the System and the products and services that it provides. We retain the sole right to market on the Internet, including the use of websites, domain names, uniform resource locators, keywords, linking, search engines (and search engine optimization techniques), banner ads, meta-tags, marketing, social media, auction sites, e-commerce and co-branding arrangements. You may be requested to provide content for our Internet marketing and you must follow our intranet and Internet usage rules, policies and requirements. We retain the sole right to use the Marks on the Internet, including on websites, as domain names, directory addresses, search terms and meta-tags, and in connection with linking, marketing, co-

branding and other arrangements. We retain the sole right to approve any linking to, or other use of, JUNK SHOT or DOORSTEP DETAILS websites.

All marketing and promotion must be conducted in a professional and dignified manner and must conform to our specified standards and requirements. All marketing and promotional materials, including product identification materials, point-of-purchase promotional materials, promotion memorabilia, and merchandise and prizes, will either be provided for you, or be made available to you for purchase through us.

We may create and license to you, social media accounts, e-mail marketing software accounts and other electronic accounts that use the Marks or any portion of them, used by you with any Internet directory, website, platform, or similar item in the operation of your Franchised Business. You may not create websites, social media accounts, e-mail marketing software accounts or other comparable accounts outside of those which we license to you.

You will operate your Franchised Business so that it is clearly identified and advertised as a JUNK SHOT or DOORSTEP DETAILS franchise. You will use the trademark “JUNK SHOT” or “DOORSTEP DETAILS” and the other Marks which now or hereafter may form a part of the System, on all signs, suppliers, business cards, uniforms, advertising materials, Technology platforms, signs and other articles in the identical combination and manner as we may prescribe in writing and you will supply to us samples and photographs of the same up on our request. You will comply with all trademark, trade name, service mark and copyright notice marking requirements and you will supply to us samples or photographs upon our request.

Marketing Materials

At our direction, if you operate either a JUNK SHOT or a DOORSTEP DETAILS Franchised Business, before you commence operations, you shall pay us or our designated third-party vendor \$1,000 to \$2,500, which during the first three months of operations, specifically for your initial local advertising and promotion campaign. If you operate both a JUNK SHOT and DOORSTEP DETAILS Franchised Business, the amount spent and paid to us or our designated third-party vendor is \$1,500 to \$3,000 for the same purpose.

Computer System

You must purchase and use any hardware and software programs we designate. Presently, we require you to purchase either a computer or laptop with Internet access and anti-virus protection, certain software, printer, email, and at least one GPS-enabled smartphone that supports the software we require you to use, including the JUNK SHOT 360 mobile app. You must also use the business management and accounting software we designate (currently called “C.A.R.E.”), or provide to you, at our election. The approximate initial cost of the hardware and software ranges from \$2,000 to \$3,500. We reserve the right to require you to use other business management and accounting software providing customer relationship management, scheduling, inventory, and data management software and services. The computer system and/or POS for your Junk Shot and/or DoorStep Details business will be dedicated for the operation of your Junk Shot and/or DoorStep Details business and used for no other purpose. All sales must be processed through the approved Computer System/POS system and reported as gross revenue and no other supplemental or secondary POS system may be used.

We reserve the right to enter into a master license agreement with any software or technology supplier and sublicense the software or technology to you, in which case we may charge you for all amounts that we must pay to the licensor based on your use of the software or technology plus a reasonable administrative fee. We also reserve the right to create proprietary software that must be used by JUNK SHOT and/or DOORSTEP DETAILS franchisees, in which case we may require that you enter into a license agreement with us and pay us reasonable initial and ongoing licensing, support and maintenance fees. We estimate the cost to range from \$300 to \$500 per year.

At present you do not have to enter into any ongoing maintenance or support agreements for the maintenance of a computer or the various software programs, but you may find it advantageous to do so. The annual costs of entering into maintenance, update, upgrading or support contracts will range from \$200 to \$350 per year. You may periodically be required to update or upgrade computer hardware and software, if we believe it is necessary. We may introduce new requirements or modify our specifications and requirements for computer and point-of-sale systems. We have the right to independently access all information you collect or compile at any time without first notifying you and there are no contractual limitations on our right to do so. You may be required to share login information with us.

Currently, we charge a Technology Fee of \$149 per month for each valet trash contract for DOORSTEP DETAILS operations, and \$850 per month per Territory for JUNK SHOT operations to help support the cost of technology necessary for you to maintain your franchise, including cost of the company website and e-mail hosting, and for use of our business management and accounting software.

We also charge you a \$500 installation fee to compensate us for the installation of our designated GPS device in the trucks used in the JUNK SHOT concept. During the term of the franchise we will assume the obligation for any monthly fees charged by the GPS vendor.

Information Systems/Technologies

We may designate the information system used in your Franchised Business, including the computer hardware, software other equipment and enhancements (the “Information System”). If you suspect or know of a security breach, you must immediately give notice of such security breach and promptly identify and remediate the source of any compromise of security breach at your expense.

You are solely responsible for protecting yourself from disruptions, Internet Access failures, Internet content failures, and attacks by hackers and other unauthorized intruders and as the direct or indirect result of such disruptions, security breach and promptly identify and remediate the source of any compromise of security breach at your expense. You assume all responsibility for providing all notices of breach or compromise and all duties to monitor credit histories and transactions concerning customers of the Franchise Business, unless otherwise directed by us.

All of the information we or our affiliates obtain from you or about your Franchised Business, and all information in your records or our concerning the members of your Franchised Business (“the Information”) and all revenues we derive from the Information will be our property. However, you may at any time during the term of your franchise agreement, use in the operation of your Franchised Business (but for no other purpose), to the extent lawful and at your sole risk and responsibility, any information that you acquire from third parties in operating your Franchised Business, such as customer data. The information (except for information you provide to us or our affiliates with respect to you and your affiliates, including your respective officers, directors, shareholders, partners or equity members of your entity) will become our property which we may use for any reason as we deem necessary or appropriate in our discretion. Following termination or expiration of this Agreement you will no longer use any of the Information, except to comply with your post-term obligations under your Franchise Agreement.

Site Selection

Initially, you may operate the Franchised Business from a home office, but you must find an acceptable commercial location to operate from within 90 days of signing the Franchise Agreement. Once the 90-day period has passed you may no longer operate from your home. You must operate the Franchised Business from an approved location within your licensed territory and no other business. We strongly recommend that you investigate the zoning laws and regulations, along with the restrictive covenants in your neighborhood, to insure there are no local zoning laws and/or covenants and restrictions in your housing development or neighborhood that prohibit you from operating from a home office.

The factors we will evaluate in considering approval of a leased facility include: the general location and neighborhood, ease of access to the proposed site; ample parking, gated security and monitored surveillance access.

You are responsible for securing an approved site within 90 days of signing the Franchise Agreement. We will use reasonable efforts to approve or disapprove the proposed site within 30 days after your request for our approval. Our decision will be provided to you in writing. (Franchise Agreement, Section 5.3)

If you and we are unable to come to an agreement on a particular site, a different site will need to be found. If no other site is agreed upon within 150 days following execution of the Franchise Agreement, we have the right to terminate the Franchise Agreement. (Franchise Agreement, Section 5.4)

We do not plan to own any of the sites where our Franchised Businesses will be located and we do not lease retail space to franchisees.

Other than those things described in Item 8 and our list of approved suppliers we provide to you, we do not provide assistance with providing equipment, signs, fixtures, opening inventory, or supplies.

Typical Length of Time Before Operation

We estimate that the typical length of time between the signing of the Franchise Agreement and the opening of the franchise is 60 to 90 days, but not more than 150 days. Factors that may affect or delay your beginning operations include ability to schedule and attend training, secure permits, buy equipment, locate and lease an office space after signing the Franchise Agreement. If you fail to meet this 150-day opening deadline, we may terminate your franchise.

Training

After signing the Franchise Agreement, we provide an initial training program that covers material aspects of the operation of the Franchised Business. The topics covered are listed in the charts below. This training is offered on an as needed basis at our training location in Florida or another location we designate.

Our initial training program is coordinated by Vikiana Clark who has been with us or our Affiliate for over six years and who has approximately six years of experience in the industry. Training may also be conducted by Christopher Majors, who has been with us for over five years, with over five years of industry experience, or Robert Biddle who has been with us for three years, and has over five years of industry experience. We may designate any other individual to conduct the training, provided that such person will have at least one year of industry experience.

The training will include the following instructional materials: JUNK SHOT and/or DOORSTEP DETAILS Confidential Operations Manual and other supplementary material. The dates and location of the training will be communicated to you by e-mail or telephone.

You and your Designated Manager (if not you) must satisfactorily complete the initial training to our satisfaction approximately three to four weeks before the opening of the Franchised Business.

We expect that your attendees will advance through the training program at different rates depending on a variety of factors, including background and experience. The time frames provided in the charts are an estimate of the time it will take to complete training. We do not charge for initial training. You must pay for all travel, local transportation, food, lodging costs, and wages for yourself and any of your attendees. If you replace your Designated Manager, or bring new principals into your franchise, your new Designated Manager and/or new principals must attend and successfully complete our training program within 60 days. We charge an additional training fee of \$500 per person for this additional training.

You are responsible for training your own employees and other management personnel. This initial training is in addition to the on-site opening assistance we provide to you. Your Franchised Business must at all times be under the day-to-day supervision of a Designated Manager who has satisfactorily completed our training program.

If our representative is scheduled to conduct on on-site training program at your Franchised Business and you subsequently cancel the scheduled training program, then you must pay us our then current on -site training cancellation fee, which is currently \$500 per person per occurrence, plus you will reimburse us for our actual costs (“On-Site Cancellation Fee”). The On-Site Training Cancellation Fee may vary depending upon the type of scheduled training program and how far in advance you notify us in writing of the cancellation.

INITIAL TRAINING PROGRAM
JUNK SHOT

Subject	Hours of Classroom Training*	Hours of On-The-Job Training*	Location*
Introductions	1	0	Florida or any other physical or virtual location we designate
Pre-Training Checklist	1	0	Florida or any other physical or virtual location we designate
Intro to history of the Franchisor	1	0	Florida or any other physical or virtual location we designate
Sales and Marketing Training	3	0	Florida or any other physical or virtual location we designate
On-The-Job-Training	0	28	Florida or any other physical or virtual location we designate
Software Training	2	0	Florida or any other physical or virtual location we designate
Billing, collections and paperwork	1	0	Florida or any other physical or virtual location we designate
Contract Review and Presentations	1	0	Florida or any other physical or virtual location we designate
Recap and Graduation	2	0	Florida or any other physical or virtual location we designate
SUB TOTAL	12	28	
Pre-Opening Training	24		Via Online
Opening Training		30	Franchisee’s Location
TOTAL	36	58	

INITIAL TRAINING PROGRAM
DOORSTEP DETAILS

Subject	Hours of Classroom Training*	Hours of On-The-Job Training*	Location*
Introductions	1	0	Florida or any other physical or virtual location we designate
Pre-Training Checklist	1	0	Florida or any other physical or virtual location we designate
Intro to history of the Franchisor	1	0	Florida or any other physical or virtual location we designate

Subject	Hours of Classroom Training*	Hours of On-The-Job Training*	Location*
Sales and Marketing Training	3	0	Florida or any other physical or virtual location we designate
On-The-Job-Training	0	28	Florida or any other physical or virtual location we designate
Software Training	2	0	Florida or any other physical or virtual location we designate
Billing, collections and paperwork	1	0	Florida or any other physical or virtual location we designate
Contract Review and Presentations	1	0	Florida or any other physical or virtual location we designate
Recap and Graduation	2	0	Florida or any other physical or virtual location we designate
SUBTOTAL	12	28	
Pre-Opening Training	24		Via Online
Opening Training		10	Franchisee's Location
TOTAL	36	38	

INITIAL TRAINING PROGRAM
JUNK SHOT AND DOORSTEP DETAILS

Subject	Hours of Classroom Training*	Hours of On-The-Job Training*	Location*
Introductions	1	0	Florida or any other physical or virtual location we designate
Pre-Training Checklist	1	0	Florida or any other physical or virtual location we designate
Intro to history of the Franchisor	1	0	Florida or any other physical or virtual location we designate
Sales and Marketing Training	3	0	Florida or any other physical or virtual location we designate
On-The-Job-Training	0	28	Florida or any other physical or virtual location we designate
Software Training	2	0	Florida or any other physical or virtual location we designate
Billing, collections and paperwork	1	0	Florida or any other physical or virtual location we designate
Contract Review and Presentations	1	0	Florida or any other physical or virtual location we designate
Recap and Graduation	2	0	Florida or any other physical or virtual location we designate
SUB TOTAL	12	28	
Pre-Opening Training	24		Via Online
Opening Training		40	Franchisee's Location

Subject	Hours of Classroom Training*	Hours of On-The-Job Training*	Location*
TOTAL	36	68	

You and your Designated Manager (if you decide to appoint one) must complete initial training to our satisfaction, including the passing of tests at the end of initial training. (Franchise Agreement, Section 8.1)

Certain segments of the training may vary from the charts shown above based on schedule changes due to business requirements and other factors. We will attempt to give you advance notice when this occurs.

Once you and your Designated Manager have successfully completed the initial training program, in conjunction with the initial training program, we will provide you with pre-opening online training, and our on-site opening training applicable to each brand franchised.

Periodically, you, your Designated Manager, or other employees we identify must attend refresher-training programs to be conducted at our headquarters or another location we designate. Attendance at these programs will be at your expense. We may charge a fee of up to \$500 per person per program for this training. You do not have to attend more than one of these programs in any calendar year, and these programs will not exceed three days during any calendar year. We may charge a fee for this additional training.

We may hold periodic national or regional conferences and attendance at these conferences is mandatory. However, we do not require attendance at more than one conference during any calendar year. You must pay the conference registration fee, which currently does not exceed \$500 per person per conference. You are also responsible for all of your related costs for your and/or your staff to attend the conference.

ITEM 12
TERRITORY

When you sign the Franchise Agreement, or shortly thereafter, we will mutually agree on a defined initial territory (your first territory is referred to as “Territory,” any additional territories you may purchase is referred to as a “Zone”) for your Franchised Business for JUNK SHOT, DOORSTEP DETAILS, or both, which you will concentrate your marketing efforts. The Territory will be defined by ZIP codes, political boundaries, geographic boundaries, roads, or MSA, and will have a population of at least 250,000 and up to 5,000 -7,000 multi-family units, as we deem appropriate. We currently use GbBIS demographic reports to determine the population size for the Territory. During the franchise term, you will concentrate your marketing efforts inside your Territory, you may not market into another franchisee’s territory.

If you do not purchase a co-brand franchise for your Territory when you sign the franchise agreement, we do not promise that the remaining brand will be available for purchase within your Territory at a later date. We reserve the right to sell rights to the remaining brand in your Territory if you do not purchase co-branding rights when you sign your franchise agreement.

You may choose to purchase additional territories of a minimum of 250,000 in population, each referred to as a Zone. Each additional Zone must be purchased within the first two years of signing the first franchise agreement in order to receive a discounted initial franchise fee. We do not reserve any territories for you unless you purchase the rights to that brand in a territory, and your ability to purchase the remaining brand and any territories are on a first come, first serve basis. We do not offer franchisees any right of first refusal to obtain additional franchises.

If you, receive a proposal, or RFP, from a client inside your current territory, that may include accounts in abutting or otherwise another franchisee's territory and on the flipside another franchisee may receive a request for proposal in your Territory, and if you sell a valet trash contract outside of your territory and choose not to expand into that territory to service the contract, then we will service the contract and pay you a fee equal to 1 month of the contract’s invoice. However, if another abutting franchisee secures a contract inside your

territory, you must pay a referral fee equal to 1 month of contract's invoice. The payment of this fee must be made 30 days after the first payment for services is received. The franchisee who benefits from the account sold inside their territory must pay this one-time referral fee, to the franchisee who signs the RFP.

At your request, we may approve your relocation to a different Territory if your lease expires or terminates through no fault of yours, or if the leased premises is destroyed or materially damaged, and you are not in default of the Franchise Agreement or any other agreement with us or our affiliate. Relocation may also be necessary if we both agree that the local market evolves into a poor market for the Franchised Business services.

You will not receive an exclusive service territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control. Other franchisees are restricted from soliciting business and directly marketing their services within your Territory, but we and other franchisees may accept work and perform services in your Territory without paying you any compensation.

Unless you obtain our prior written consent for a specific Zone not located within your Territory, you are restricted from soliciting or accepting orders from consumers outside of your Territory. You are also restricted from soliciting or accepting orders through other channels of distribution such as catalog sales, telemarketing, or other direct marketing.

We reserve the right to use other channels of distribution, including the Internet, to solicit and accept orders from consumers inside your Territory using our principal trademarks and we are not required to pay you any compensation relating to these sales.

There are no minimum performance criteria during your first six months of operations. However, beginning with the seventh month of operations, if you have not paid us the Minimum Monthly Royalty Fee, per Zone, Per Brand, as shown in the chart below, you must pay us the difference between the total Royalty Fee paid to us and the minimum applicable Minimum Monthly Royalty Fee. Failure to pay the Minimum Monthly Royalty Fee is a material breach of the Franchise Agreement, for which we may terminate the Franchise Agreement.

Monthly Operations	Minimum Monthly Royalty Fee, Per Zone, Per Brand
0 – 6	\$0
7 – 18	\$500
19 – 24	\$750
25 – 36	\$1,000
37 – 120	\$1,500

Neither we, nor an affiliate, operates, franchises, or has plans to operate or franchise a business under a different trademark that will sell similar goods or services to those that you will offer.

We also reserve the exclusive right, but not the obligation, to enter into agreements with specific regional or national commercial customers in order to establish a National Account, in any area, including in your Territory. If we establish a National Account in your Territory, you agree to service the National Account under the same terms, pricing, and provisions negotiated for the National Account. Under certain circumstances if we determine in our sole discretion that you are incapable of servicing the National Account, or if the volume of services exceeds demand at that time, we may authorize another JUNK SHOT/DOORSTEP DETAILS franchisee or other qualified third-parties as we designate to provide the services within your Territory. You will not be entitled to any compensation from us, other JUNK

SHOT/DOORSTEP DETAIL franchisees or other third-party we designate for providing required services inside your Protected Area.

We intend to grow both the JUNK SHOT and DOORSTEP DETAILS brands throughout the United States and outside the United States through the development of franchised and company-owned businesses. Currently, training, marketing and operational support for both brands share the same principal business address and training facilities, and there are no current plans to maintain separate facilities. JUNK SHOT businesses and DOORSTEP DETAILS businesses may compete with each other in the same markets. There are no formal procedures in place for resolving conflicts between the two brands, although we are not anticipating that any conflicts will arise.

ITEM 13 TRADEMARKS

Our affiliate AWS owns the following Marks, which are registered on the Principal Register of the United States Patent and Trademark Office (“USPTO”) and all required affidavits have been filed:

Mark	Registration Number	Registration Date	International Class
JUNK SHOT	4884212	January 12, 2016	009
JUNK SHOT	6100245	July 14, 2020	039
DOORSTEP DETAILS	6604776	January 4, 2022	039

AWS does not have a federal registration for the principal design marks list on the FTC cover page of this Disclosure Document. Therefore, these trademarks do not have many legal benefits and rights as federally registered trademarks. If our right to use those design trademarks is challenged, you may have to change to alternative trademarks, which may increase your expense.

Through a master license agreement dated November 1, 2019, AWS granted us a license to use the Marks and to sublicense their use to our franchisees. The license is perpetual unless terminated for cause by either party. In the event of termination by AWS, we have the right to continue using and sublicensing the Marks for a period of 180 days, for the purposes of effecting a brand change. Under those circumstances you will have to change, at your expense, to the alternative Marks we designate. There are no other agreements currently in effect that significantly limit our rights to use or license the use of the principal trademarks that are material to the Franchised Business.

There are no currently pending or effective material determinations of the USPTO, Trademark Trial and Appeal Board, or the trademark administrator of any state or any court. There are no pending infringement, opposition or cancellation proceedings, and no pending litigation involving any of the Marks that may significantly affect the ownership or use of any Mark listed above. We know of no infringing or prior superior uses that could materially affect the use of the Marks.

You do not receive any rights to the Marks other than the exclusive right to use them in the operation of your Franchised Business. You must follow our rules when you use the Marks. You must use the Marks as the sole trade identification of the Franchised Business. You cannot use a name or Mark as part of a corporate name or with modifying words, designs or symbols except for those which we license to you. You may not use any Mark in connection with the sale of any unauthorized services or products, or in any other manner that we do not authorize in writing. You must obtain a fictitious or assumed name registration if required by your state or local law. Any unauthorized use of the Marks by you is a breach of the Franchise Agreement and an infringement of our rights in the Marks. You must not contest the validity or ownership of the Marks, including any Marks that we license to you after you sign the Franchise Agreement. You must not assist any other person in contesting the validity or ownership of the Marks.

You must immediately notify us when you learn about an infringement of, or challenge to your use of, any Mark, or any claim by any person of any rights in any Marks, and you must not communicate with any person other than us and our counsel regarding any infringements, challenges, or claims unless you are legally required to do so, however, you may communicate with your own counsel at your own expense. We will take the action we think appropriate in these situations; we have exclusive control over any settlement or proceeding concerning any Mark. You must take any actions that, in the opinion of our counsel, may be advisable to protect and maintain our interests in any proceeding or to otherwise protect and maintain our interests in the Marks.

While we are not required to defend you against a claim arising from your use of our Marks, we will reimburse you for all of your expenses reasonably incurred in any legal proceeding disputing your authorized use of any Mark, but only if you notify us of the proceeding in a timely manner and you have complied with our directions with regard to the proceeding. We have the right to control the defense and settlement of any proceeding. We will not reimburse you for your expenses and legal fees for separate, independent legal counsel and for expenses in removing signage or discontinuing your use of any Mark. We will not reimburse you for disputes where we challenge your use of a Mark.

If we require, you must modify or discontinue the use of any Mark and use other trademarks or service marks we designate. We do not have to reimburse you for modifying or discontinuing the use of a Mark or for substituting another trademark or service mark for a discontinued Mark. If we adopt and use new or modified Marks, you must add or replace equipment, supplies and fixtures, and you must make other modifications we designate as necessary to adapt your Franchised Business for the new or modified Marks. You do not have to spend an amount unreasonably disproportionate to your initial investment during the initial term of the Franchise Agreement to conform your Franchised Business to changes to the Marks and other System modifications. We do not reimburse you for any loss of goodwill associated with a modified or discontinued Mark.

You must notify us if you apply for your own trademark or service mark registrations. You must not register or seek to register as a trademark or service mark, either with the USPTO or any state or foreign country, any of the Marks or a trademark or service mark that is confusingly similar to any of our Marks.

You may not advertise on the Internet using, or establish, create or operate an Internet site or website using any domain name containing, the words “JUNK SHOT” or “DOORSTEP DETAILS” or any variation of “JUNK SHOT” or “DOORSTEP DETAILS” without our prior written consent.

ITEM 14

PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

Our affiliate AWS owns the following patent which is registered on the Principal Register of the United States Patent and Trademark Office (“USPTO”):

Name	Patent Number	Registration Date	International Class
JUNK SHOT 360 mobile app	10,354,232	July 16, 2019	G06Q, G06K

This patent is for a technological application that provides systems and methods for object identification and pricing for waste removal and transport services. The duration of the patent is 20 years. You may use this application only as we specify while operating the Franchised Business and you must stop using it if we direct you to do so.

We own copyrights in the Confidential Operations Manual, our website, our marketing materials, our proprietary software, and other copyrightable items that are part of the System. While we claim copyrights in these and similar items, we have not registered these copyrights with the United States Register of Copyrights. You may use these items only as we specify while operating the Franchised Business and you must stop using

them , or modify them, if we direct you to do so. We are not obligated to compensate you regarding any modification or discontinuance of patents or copyrights during the term of the franchise.

We know of no effective determinations of the USPTO or any court regarding of our patent or any of our copyrighted materials. Our right to use or license patented or copyrighted items is not materially limited by any agreement or known infringing use.

We have developed certain trade secrets and other confidential information, including but not limited to, customer lists, methods of business management, accounting, sales and promotion techniques, and know-how, knowledge of, and experience in, operating a JUNK SHOT or DOORSTEP DETAILS Franchised Business. We will provide our trade secrets and other confidential information to you during training, in the Confidential Operations Manual and as a result of the assistance we furnish you during the term of the franchise. You may only use the trade secrets and other confidential information, including the patented application, for the purpose of operating your Franchised Business. You may only divulge trade secrets and other confidential information to employees who must have access to it to operate the Franchised Business. You are responsible for enforcing the confidentiality provisions as to your employees.

Certain individuals with access to trade secrets or other confidential information, including your shareholders (and members of their immediate families and households), officers, directors, partners, members, if you are a corporation, limited liability company, or other business entity, and your managers, executives, employees, and staff may be required to sign nondisclosure and non-competition agreements in a form the same as or similar to the Nondisclosure and Non-Competition Agreement attached to the Franchise Agreement. We will be a third-party beneficiary with the right to enforce those agreements.

All ideas, concepts, techniques, or materials concerning the Franchised Business and/or the System, whether or not protectable intellectual property and whether created by or for you or your owners or employees, must be promptly disclosed to us and will be deemed our sole and exclusive property and a part of the System that we may choose to adopt and/or disclose to other franchisees, and you agree to assign to us all right, title and interest in any intellectual property so developed. Likewise, we will disclose to you concepts and developments of other franchisees that we make part of the System. You must also assist us in obtaining intellectual property rights in any concept or development if requested.

Your use of the Confidential Operations Manual, trade secrets or other confidential information in an unauthorized manner is a default of the Franchise Agreement that may result in automatic termination of the Franchise Agreement.

ITEM 15

OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

The Franchised Business must always be under the direct, full-time, day-to-day supervision of you or a designated manager (“Designated Manager”). If you appoint a Designated Manager, he or she must attend and satisfactorily complete our initial training program before opening the Franchised Business and you must keep us informed at all times of the identity of your Designated Manager. If you must replace the Designated Manager, your replacement Designated Manager has 60 days to attend and satisfactorily complete our initial training program. We neither require nor recommend that the Designated Manager have an equity interest in the franchise. We do not require that an owner of the franchise be actively involved with the day-to-day onsite supervision of the Franchised Business.

We may require certain individuals associated with your Franchised Business, including your owners (and members of their immediate families and households), officers, directors, partners, and your managers, executives, employees, and staff may be required to sign nondisclosure and non-competition agreements the same as or similar to the Nondisclosure and Non-Competition Agreement attached to the Franchise Agreement. We will be a third-party beneficiary with the independent right to enforce the agreements.

If you are a corporation or other business entity, anyone who owns a 5% or greater interest in the entity must personally guarantee the performance of all of your obligations under the Franchise Agreement and agree to be personally liable for your breach of the Franchise Agreement by signing the Unlimited Guaranty and Assumption of Obligations attached to the Franchise Agreement.

We do not impose any anti-poaching restrictions that prohibits you, or any other franchisee, from soliciting or hiring any person currently employed or previously employed with the JUNK SHOT or DOORSTEP DETAILS System. However, if you hire another franchisee’s employees within one year of the employee attending our training program, you are required to reimburse the other franchisee the then-current training fee and its costs associated with sending that employee to training.

ITEM 16

RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must offer the services and products we specify. You may not sell any services or products that we have not authorized and you must discontinue offering any services or products that we may disapprove. We may take action, including terminating your franchise if you purchase or sell unapproved products or make purchases from unapproved suppliers. We may periodically change required or authorized services or products. There are no limits on our right to do so, except that your investment required to change required or authorized products or services will not be unreasonably disproportionate to your initial investment.

Periodically, we may allow certain services or products that are not otherwise authorized for general use as a part of the System to be offered locally or regionally based on factors, including test marketing, your qualifications, and regional or local differences.

You may not engage in sales through alternative distribution channels such as telemarketing, computer marketing, internet sales, including mobile apps without our prior written approval. We are not required to give you such approval.

With regard to JUNK SHOT franchises, we do not place restrictions on you with respect to who may be a customer of your Franchised Business. With regard to DOORSTEP DETAILS franchises, you are limited to commercial customers with at least 150 multi-family units.

ITEM 17

RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

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

Provision	Section in Franchise or Other Agreement	Summary
a. Length of franchise term	Section 4.1	The initial term is 10 years.
b. Renewal or extension of the term	Section 4.2	You have the right to renew for one additional 10-year term, and two additional five-year terms.

Provision	Section in Franchise or Other Agreement	Summary
c. Requirements for franchisee to renew or extend	Section 4.2	You must have substantially complied with the Franchise Agreement; must have updated and refurbished your service vehicle and equipment; have satisfied all monetary obligations owed to us or our affiliates; must not be in default of any provision of the Franchise Agreement or any other agreement between you and us; have timely notified us of your intent to renew; sign our then-current franchise agreement, which may have materially different terms and conditions (including higher royalty fees and higher marketing program contributions) than your Franchise Agreement; comply with current qualifications, comply with any training requirements; and you and your owners sign a general release.
d. Termination by Franchisee	Section 16.3	If you are in full compliance with all of the terms of the Franchise Agreement and we materially breach the Franchise Agreement and fail to commence reasonable efforts to cure such breach within 30 days after receiving written notice.
e. Termination by franchisor without cause	No provision	We may not terminate the Franchise Agreement without cause.
f. Termination by franchisor with cause	Section 16.2	We may terminate the Franchise Agreement only if you default.
g. "Cause" defined – curable defaults	Section 16.2	The Franchise Agreement will terminate automatically without notice upon the happening of certain bankruptcy or insolvency-related events. We can terminate the Franchise Agreement, after allowing you a 5-day cure period, if you fail to pay any monies due under the Franchise Agreement. We can terminate the Franchise Agreement, after allowing you a 10-day cure period, if you fail to comply with applicable laws or any other provision of the Franchise Agreement or Confidential Operations Manual.
h. "Cause" defined – non-curable defaults	Section 16.2	We can terminate the Franchise Agreement without giving you an opportunity to cure if you: fail to timely establish, equip and

Provision	Section in Franchise or Other Agreement	Summary
		<p>begin operations of the Franchised Business; fail to have your Designated Manager satisfactorily complete training; fail to maintain all required professional licenses, permits and certifications for more than five business days; made a material misrepresentation or omission in the application for the franchise; are convicted of or plead no contest to a felony or other crime or offense likely to affect the reputation of either party or the Franchised Business; after notice to cease, fail to refrain from activities, behavior or conduct likely to adversely affect either party or the Franchised Business; use the Confidential Operations Manual, trade secrets or other confidential information in an unauthorized manner; if required, fail to have your owners, officers, directors, managers, executives, employees and professional staff, and other individuals having access to trade secrets or other confidential information sign nondisclosure and non-competition agreements or, if requested, fail to provide us with copies of all signed nondisclosure and non-competition agreements; abandon the Franchised Business for five or more consecutive days; surrender or transfer control of the Franchised Business in an unauthorized manner; fail to maintain the Franchised Business under the supervision of a Designated Manager following your death or disability; submit reports on two or more separate occasions understating any amounts due by more than 3%; are insolvent or make a general assignment for the benefit of creditors; misuse or make unauthorized use of the Marks; fail on two or more occasions within any 12 months to submit reports or records or to pay any fees due us or any affiliate; violate on two or more occasions any health, safety or other laws or operate the Franchised Business in a manner creating a health or safety hazard to customers, employees or the public; take</p>

Provision	Section in Franchise or Other Agreement	Summary
		any action reserved to us; repeatedly breach the Franchise Agreement or comply with specifications; or default under any other agreement with us (or an affiliate) so that we (or the affiliate) have the right to terminate the agreement.
i. Franchisee's obligations on termination/non-renewal	Sections 16.4 and 17	Stop operating the Franchised Business; stop using any trade secrets, confidential information, the System and the Marks; cancel or assign to us any assumed names; pay all sums owed to us including damages and costs incurred in enforcing the Franchise Agreement; return the Confidential Operations Manual, trade secrets and all other confidential information including records, files, instructions, brochures, agreements, referral contact list, disclosure statements, and all other materials that we provided to you; assign your email addresses, any websites, and telephone and facsimile numbers to us; comply with the covenants not to compete and any other surviving provisions of the Franchise Agreement. If the Franchise Agreement terminates because you have closed or abandoned the Franchised Business, you must pay us liquidated damages calculated as 9% of your average monthly Gross Revenue multiplied by the lesser of 12 months or the number of months remaining in your franchise term, discounted to present value.
j. Assignment of contract by franchisor	Section 18.1	There are no restrictions on our right to assign our interest in the Franchise Agreement.
k. "Transfer" by franchisee-definition	Section 18.2	"Transfer" includes transfer of an interest in the franchise, the Franchise Agreement or the Franchised Business's assets.
l. Franchisor's approval of transfer by franchisee	Section 18.2	You may not transfer your interest in any of the items listed in (k) above without our prior written consent.

Provision	Section in Franchise or Other Agreement	Summary
m. Conditions for franchisor approval of transfer	Section 18.2	We will consent to a transfer if: we have not exercised our right of first refusal; all obligations owed to us are paid; you and the transferee have signed a general release in a form that we prescribe; the prospective transferee meets our business and financial standards; the transferee and all persons owning any interest in the transferee sign the then current franchise agreement for the existing Territory; you provide us with a copy of all contracts and agreements related to the transfer; you or the transferee pay a transfer fee of \$15,000; if requested by us; the transferee has obtained all necessary consents and approvals of third parties; you or all of your equity owners have signed a non-competition agreement in a form the same as or similar to the Nondisclosure and Non-Competition attached to the Franchise Agreement; and the transferee has agreed that its designated manager will successfully complete the initial training program before assuming management of the Franchised Business.
n. Franchisor's right of first refusal to acquire franchisee's Franchised Business	Section 19	We may match an offer for your Franchised Business or an ownership interest you propose to sell.
o. Franchisor's option to purchase franchisee's Franchised Business	Section 17.5	Except as described in (n) above, we do not have the right to purchase your Franchised Business; however, during the 30-day period after the termination or expiration of the Franchise Agreement, we have the right to purchase any assets of the Franchised Business for book value.
p. Death or disability of franchisee	Section 18.6	After the death or incapacity of an owner of the franchise, his or her representative must transfer, subject to the terms of the Franchise Agreement, the individual's interest in the franchise within 180 days of death or incapacity or we may terminate the Franchise Agreement.

Provision	Section in Franchise or Other Agreement	Summary
q. Non-competition covenants during the term of the franchise	Section 7.3	You, your owners and your officers, directors, executives, managers and professional staff are prohibited from: attempting to divert any business or customer of the Franchised Business to a competitive business or causing injury or prejudice to the Marks or the System; owning or working for a competitive business.
r. Non-competition covenants after the franchise is terminated or expires	Section 17.3	For two years after the termination or expiration of the Franchise Agreement, you, your owners and your officers, directors, executives, managers and professional staff are prohibited from: owning or working for a competitive business within the Territory, within 25 miles from the perimeter of the Territory, or within the territory of any other JUNK SHOT or DOORSTEP DETAILS business; or soliciting or influencing any of our customers or business associates to compete with us or terminate their relationship with us.
s. Modification of the agreement	Sections 9.2, 22.7, and 22.8	The Franchise Agreement can be modified only by written agreement between you and us. We may modify the Confidential Operations Manual without your consent if the modification does not materially alter your fundamental rights.
t. Integration/merger clause	Section 22.7	Only the terms of the Franchise Agreement and other related written agreements are binding (subject to applicable state law). Any representations or promises outside of the disclosure document and Franchise Agreement may not be enforceable. Nothing in the Franchise Agreement is intended to disclaim any representations we made in this disclosure document.
u. Dispute resolution by arbitration or mediation	Sections 23.7 and 23.8	Claims, controversies, or disputes from or relating to the Franchise Agreement must be mediated, and if mediation is unsuccessful, submitted to arbitration, except for actions seeking injunctive relief and actions we bring which are related to or based on our Marks or Confidential Information.

Provision	Section in Franchise or Other Agreement	Summary
v. Choice of forum	Section 23.2	Mediation at the AAA offices in the county in which we maintain our principal business address, currently Hillsborough County, Florida. Venue for any other proceeding is exclusively the courts located in the county in which we maintain our principal business address, currently in Hillsborough County, State of Florida (subject to applicable state law). See the State Specific Addenda attached to this disclosure document.
w. Choice of law	Section 23.1	Florida law applies (subject to applicable state law). See the State Specific Addenda attached to this disclosure document.

ITEM 18

PUBLIC FIGURES

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

ITEM 19

FINANCIAL PERFORMANCE REPRESENTATIONS

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

As of December 31, 2022, there were total 10 franchised businesses in operation (the “Franchised Units”) and 5 AWS’s affiliate owned business in operation (“Corporate Units”). As explained in more detail below, this historical financial performance representation includes certain performance information reported to us by certain of the Franchised Units.

The results presented in this Item 19 are not audited and are based on information reported to us by the Franchised Units. We have not independently audited the reported results.

The following table represents financial performance representation on historical financial performance of Corporate Units in Texas and Florida from January 1, 2020 to December 31, 2022. AWS operates five territories, with each territory consisting of approximately a population of 250,000, across Texas and Florida. For the purposes of this Item 19, all five territories operated by our affiliate AWS are considered Corporate Units.

YEAR	JUNK SHOT ONLY ⁽¹⁾			DOORSTEP DETAILS ONLY ⁽²⁾			JUNK SHOT AND DOORSTEP DETAILS		
	2020	2021	2022	2020	2021	2022	2020	2021	2022
Annual Gross Revenue	\$2,299,913	\$2,779,471	\$3,451,644	\$2,025,959	\$2,175,668	\$1,992,453	\$4,325,872	\$4,955,139	\$5,444,097
Labor Costs	21%	26%	31.9%	57%	56%	63.5%	38%	39%	43.5%
Disposal Costs	11%	12%	13%	0%	\$0	\$0	6%	7%	8%
Fuel Costs ³	5%	6%	8.9%	0%	0%		2%	3%	5.6%
Supply & Maintenance Costs ⁴	4%	4%	5.5%	3%	0.05%	1.5%	3.5%	3%	4%
Credit Card Fees	1.3%	1%	1%	0%	\$0	\$0	0.6%	0.3%	0.6%
Cost of Service	\$919,965	\$1,361,940	\$2,081,341	\$1,215,575	\$1,229,252	\$1,295,094	\$2,162,936	\$2,576,672	\$3,376,435
Gross Profit ⁵	\$1,379,948	\$1,417,531	\$1,370,303	\$810,384	\$946,416	\$697,359	\$2,162,936	\$2,378,467	\$2,067,662
Gross Profit as % of Gross Revenue	60%	51%	40%	40%	43.5%	35%	50%	48%	38%

Notes:

- (1) AWS operates four Corporate-owned JUNK SHOT Zones in Florida and one Corporate-Owned JUNK SHOT Zone in Texas.
- (2) AWS operates a DOORSTEP DETAILS Zone in Tampa, Florida from which it centrally managed up to 64 contracts during this time period. This DOORSTEP DETAILS business has been operating since January 1, 2020.
- (3) Fuel costs include vehicle fuel costs for JUNK SHOT trucks and management and ownership vehicles, and is a percentage of Gross Revenue.
- (4) Supply and maintenance costs for JUNK SHOT includes truck maintenance and supplies, and DOORSTEP DETAILS maintenance costs include shipping and valet supplies.
- (5) Gross Profit means Gross Revenue less labor costs, disposal costs, fuel costs and credit card fees, but excluding fixed costs such as rent, marketing, insurance, office staff or other expenses related to the operation of the business. Gross Profit also does not include any payments this unit would have paid to the Franchisor if it were a franchisee, such as royalty fees, marketing fees and other fees due under a signed franchise agreement. Other than as disclosed in this financial performance representation, there is no material difference between the AWS' unit and a franchised outlet.
- (6) Other than as disclosed in this financial representation, operational characteristics of your Franchise Business will be similar to that of operational characteristics of our affiliate owned outlets.

The following Table 1 and Table 2 represents financial performance representation on historical financial performance of 2 out of 10 Franchised Units' operation of JUNK SHOT and DOORSTEP DETAILS businesses. Table 1 represents Franchised Unit operating from January 1, 2021 to December 31, 2022.

TABLE 1

Brands	Junk Shot Junk Removal 1		Doorstep Details Valet Trash		Both Brands Combined	
Year	2021	2022	2021	2022	2021	2022
Annual Gross Sales	\$213,467	\$515,742	\$56,439	\$47,019	\$269,906	\$562,761
Labor Costs	26%	22%	38%	38%	33%	22%
Disposal Costs	14%	13%	0%	\$0	11%	12%
Fuel Costs ³	6%	6%	0%	\$0	4.5%	5%
Credit Card Fees	0.6%	0.5%	0%	0.5%	0.4%	0.004%
Total Cost of Service	\$110,148	\$214,033	\$21,525	\$21,447	\$131,638	\$235,480
Total Gross Profit ⁴	\$103,319	\$301,709	\$34,914	\$25,572	\$138,268	\$327,281
Gross Profit as % of Revenue	48%	58%	62%	46%	51%	58%

The following Table 2 represents Franchised Unit operating from January 1, 2021 to December 31, 2022.

TABLE 2

Brands	Junk Shot Junk Removal (1)	Doorstep Details Valet Trash (2)	Both Brands Combined
Year	2022	2022	2022
Annual Gross Sales	\$262,126	\$110,947	\$373,073
Labor Costs	18.5%	48.5%	43%
Disposal Costs	12%	0%	8%
Fuel Costs (3)	4%	0%	3%
Credit Card Fees	0.5%	0%	0.035%
Total Cost of Service	\$91,744	\$53,815	\$145,559
Total Gross Profit (5)	\$170,382	\$57,132	\$227,544
Gross Profit as % of Revenue	65%	51%	61%

Notes:

- (1) 8 out of 10 Franchised Units that were operating in 2022 were excluded for the following reasons:
 - i. 7 Units were not operating for the full measurement period of twelve months of January 1, 2022 through December 31, 2022.

- ii. 1 Franchised Unit maintained inaccurate books or books that the Franchisor could not verify due to the franchisee’s failure to acquire the required licenses for JUNK SHOT business.
- (2) Table 1 and Table 2 both Franchised Units operate JUNK SHOT business that consists of one (1) Territory and one (1) JUNK SHOT truck.
- (3) Table 1 and Table 2 both Franchised Units’ sales from the operation of the DOORSTEP DETAILS business is derived from one (1) Territory.
- (4) Fuel costs include vehicle fuel costs for JUNK SHOT trucks and management and ownership vehicles, and is a percentage of Gross Revenue.
- (5) Gross Profit means Gross Revenue less labor costs, disposal costs, fuel costs and credit card fees, but excluding fixed costs such as rent, marketing, insurance, office staff or other expenses related to the operation of the business. Gross Profit also does not include any payments this unit would have paid to the Franchisor if it were a franchisee, such as royalty fees and marketing fees. Other than the fees franchisees pay to us pursuant to the franchise agreement, there is no material difference between the AWS’ unit and a franchised outlet.

You should conduct an independent investigation of the costs and expenses you will incur in operating your shine franchise. Franchisees or former franchisees, listed in this disclosure document, may be one source of this information. We recommend that you make your own independent investigation to determine whether or not the franchise may be profitable, and consult with an attorney and other advisors prior to executing the franchise agreement.

Neither we nor our certified public accountants have audited the numbers reported to us by our franchisees, but we have no reasonable basis to question their reliability.

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

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

Other than the preceding financial performance representation, Accelerated Services Franchise, LLC does not make any financial performance representations. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor’s management by contacting Sherrod Hunter, President (JUNK SHOT Brand), Accelerated Services Franchise, LLC, 4821 N. Clark Avenue, Tampa, Florida 33614, 866-698-2874, the Federal Trade Commission, and the appropriate state regulatory agencies.

**ITEM 20
OUTLETS AND FRANCHISEE INFORMATION**

**Table No. 1
SYSTEMWIDE OUTLET SUMMARY
FOR YEARS 2020 TO 2022**

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2020	0	0	0
	2021	0	3	+3
	2022	3	10	+7
Company-Owned ¹	2020	5	5	0

	2021	5	5	0
	2022	5	5	0
Total Outlets	2020	0	5	+5
	2021	5	8	+3
	2022	8	15	+7

Note 1: Company-owned outlets are owned and operated by our affiliate AWS.

Table No. 2
TRANSFERS OF OUTLETS FROM FRANCHISEES TO NEW OWNERS
(OTHER THAN FRANCHISOR)
FOR YEARS 2019 TO 2021

State	Year	Number of Transfers
All States	2020	0
	2021	0
	2022	0
Total	2020	0
	2021	0
	2022	0

Table No. 3
STATUS OF FRANCHISE OUTLETS
FOR YEARS 2020 TO 2022

State	Year	Outlets at Start of Year	Outlets Opened	Termination	Non-Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons	Outlets at End of the Year
California	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	1	0	0	0	0	1
Colorado	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	1	0	0	0	0	1
Florida	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	1	0	0	0	0	2
Georgia	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	1	0	0	0	0	1
New Jersey	2020	0	0	0	0	0	0	0
	2021	0	1	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Virginia	2020	0	0	0	0	0	0	0
	2021	0	2	0	0	0	0	2
	2022	2	2	0	0	0	0	4

Texas	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	1	0	0	0	0	1
Totals	2020	0	0	0	0	0	0	0
	2021	0	3	0	0	0	0	3
	2022	3	7	0	0	0	0	10

Table No. 4
STATUS OF COMPANY-OWNED OUTLETS¹
FOR YEARS 2020 to 2022

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
Florida	2020	4	0	0	0	0	4
	2021	4	0	0	0	0	4
	2022	4	0	0	0	0	4
Texas	2020	1	0	0	0	0	1
	2021	1	0	0	0	0	1
	2022	1	0	0	0	0	1
Total	2020	5	0	0	0	0	5
	2021	5	0	0	0	0	5
	2022	5	0	0	0	0	5

Note 1: Company-owned outlets are owned and operated by our affiliate AWS.

Table No. 5
PROJECTED OPENINGS AS OF DECEMBER 31, 2022

State	Franchise Agreements Signed But Outlet Not Open	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
California	1	0	0
Colorado	0	1	0
Florida	3	2	0
Georgia	2	1	0
Maryland	0	0	0
North Carolina	2	0	0
Ohio	1	0	0
Pennsylvania	1	1	0
Virginia	0	1	0
Texas	3	2	0
TOTALS	13	8	0

A list of the names and current addresses of our franchisees is located in Exhibit F. A list of names and current addresses of franchisees who have been terminated, canceled, not renewed, voluntarily or involuntarily ceased to do business under their franchise agreement during our fiscal year ending December 31, 2022 or who have not communicated with us within 10 weeks of the issuance date of this disclosure

document are listed in Exhibit F. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

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

During the last three years, no franchisee has signed a confidentiality clause with us that would restrict the franchisee's ability to openly communicate with you regarding the franchisee's experience with the JUNK SHOT or DOORSTEP DETAILS franchise system.

We are not aware of: (i) any trademark-specific franchisee organizations associated with the franchise system being offered; or (ii) independent franchisee organizations that have asked to be included in this disclosure document.

ITEM 21

FINANCIAL STATEMENTS

Attached to this disclosure document as Exhibit E, are our :

1. Audited balance sheets as of December 31, 2022, 2021 and 2020, and related statements of operations and shareholders' equity, and cash flows for the years then ended.

Our fiscal year ends December 31st.

ITEM 22

CONTRACTS

Exhibit C – Franchise Agreement

Exhibit 1 – Key Terms

Exhibit 2 – Nondisclosure and Non-Competition Agreement

Exhibit 3 – Unlimited Guaranty and Assumption of Obligations

Exhibit 4 – Holders of Legal or Beneficial Interest in Franchisee; Governing Persons

Exhibit 5 – Electronic Funds Transfer Authorization

Exhibit 6 – State Franchise Agreement Addenda

Exhibit D – Telephone Number and Website URL Assignment Agreement

Exhibit G – Franchise Disclosure Questionnaire

Exhibit H – General Release (Sample Form)

ITEM 23

RECEIPTS

Our copy and your copy of the disclosure document Receipts are located on the last two pages of this disclosure document.

**EXHIBIT A TO THE DISCLOSURE DOCUMENT
LIST OF STATE ADMINISTRATORS**

California

Department of Financial Protection and Innovation
320 W. 4th Street, Suite 750
Los Angeles, California 90013
866-275-2677

Hawaii

Department of Commerce & Consumer Affairs
Business Registration Division
335 Merchant Street, Room 205
Honolulu, Hawaii 96813
808-586-2722

Illinois

Illinois Attorney General
500 South Second Street
Springfield, Illinois 62706
(217) 782-4465

Indiana

Indiana Secretary of State
Securities Division
302 West Washington Street, Room E-111
Indianapolis, Indiana 46204
317-232-6681

Maryland

Office of the Attorney General
Securities Division
200 St. Paul Place
Baltimore, Maryland 21202
410-576-7042

Michigan

Department of the Attorney General
Consumer Protection Division, Franchise Section
525 Ottawa Street
G. Mennen Williams Building, 6th Floor
Lansing, Michigan 48909
517—373-7117

Minnesota

Minnesota Department of Commerce
85 7th Place East, Suite 280
St. Paul, Minnesota 55101
651-539-1500

New York

NYS Department of Law
Investor Protection Bureau
28 Liberty Street, 21st Fl
New York, New York 10005
212-416-8222

North Dakota

Securities Commissioner
North Dakota Securities Department
600 East Boulevard Avenue
State Capitol, Fifth Floor, Dept. 414
Bismarck, ND 58505-0510
(701) 328-4712

Rhode Island

Department of Business Regulation
John O. Pastore Complex
1511 Pontiac Avenue , Bldg. 69-1
Cranston, Rhode Island 02920
401-462-9500

South Dakota

Division of Insurance
Securities Regulation
124 South Euclid, Suite 104
Pierre, South Dakota 57501
605-773-3563

Virginia

State Corporation Commission
Division of Securities and Retail Franchising
1300 East Main Street, 9th Floor
Richmond, Virginia 23219
804-371-9051

Washington

Department of Financial Institutions
Securities Division
P.O. Box 9033
Olympia, Washington 98507-9033
360-902-8760

Wisconsin

Division of Securities
Department of Financial Institutions
345 West Washington Avenue
Madison, Wisconsin 53703
608-261-9555

EXHIBIT B TO THE DISCLOSURE DOCUMENT
LIST OF STATE AGENTS FOR SERVICE OF PROCESS

California

Commissioner
Department of Financial Protection and Innovation
320 West 4th Street, Suite 750
Los Angeles, California 90013

201 West Washington Avenue, Suite 300
Madison, Wisconsin 53703

Illinois

Franchise Bureau
Office of the Attorney General
500 South Second Street
Springfield, Illinois 62706

Indiana

Indiana Secretary of State
Securities Division
200 W. Washington Street, Room 201
Indianapolis, Indiana 46204

Maryland

Maryland Securities Commissioner
200 St. Paul Place
Baltimore, Maryland 21202

Michigan

Department of the Attorney General
Consumer Protection Division
G. Mennen Williams Building, 1st Floor
525 W. Ottawa Street
Lansing, Michigan 48913

Minnesota

Minnesota Department of Commerce
Commissioner of Commerce
85 7th Place East, Suite 280
St. Paul, Minnesota 55101

New York

Secretary of State
99 Washington Avenue
Albany, New York 12231

North Carolina

North Carolina Secretary of State
2 South Salisbury Street
Raleigh, North Carolina 27601

Virginia

Clerk of the State Corporation Commission
1300 East Main Street, 1st Floor
Richmond, Virginia 23219

Wisconsin

Administrator, Division of Securities
Department of Financial Institutions

**EXHIBIT C TO THE DISCLOSURE DOCUMENT
ACCELERATED SERVICES FRANCHISE, LLC
FRANCHISE AGREEMENT**



ACCELERATED SERVICES FRANCHISE, LLC

FRANCHISE AGREEMENT

**FRANCHISE AGREEMENT
SUMMARY PAGE**

EFFECTIVE DATE: _____
EXPIRATION DATE: 10th anniversary of the Effective Date
FRANCHISEE(S): _____
TYPE OF BUSINESS ENTITY: _____

AUTHORIZED BRAND(s): JUNK SHOT (single brand) only
 DOORSTEP DETAILS (single brand) only
 JUNK SHOT and DOORSTEP DETAILS (co-brand)

FRANCHISE FEE: Refer to Exhibit 1
FRANCHISEE’S AUTHORIZED BUSINESS TRADE NAME(s): JUNK SHOT of _____
 DOORSTEP DETAILS of _____

FRANCHISED BUSINESS OFFICE: _____

TELEPHONE NUMBER: _____

FACSIMILE NUMBER: _____

E-MAIL ADDRESS: _____

ROYALTY FEE: Refer to Section 3 and Exhibit 1
MINIMUM MONTHLY ROYALTY: Refer to Section 3 and Exhibit 1
LOCAL ADVERTISING FEE: Refer to Section 11 and Exhibit 1
MARKETING FEE CONTRIBUTION: An amount specified by Franchisor, from time to time, but not to exceed 2% of Gross Revenue (refer to Section 11 and Exhibit 1)
TECHNOLOGY FEE: Refer to Section 11 and Exhibit 1
TRANSFER OF INTEREST FEE: \$15,000 (refer to Section 18.2.8.)
RENEWAL FEE: \$5,000
GRAND OPENING: \$7,500 \$15,000

Franchisor Initial

Franchisee Initial

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EXHIBITS:

1. KEY TERMS
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3. UNLIMITED GUARANTY AND ASSUMPTION OF OBLIGATIONS
4. HOLDERS OF LEGAL OR BENEFICIAL INTEREST IN FRANCHISEE; GOVERNING PERSONS
5. ELECTRONIC FUNDS TRANSFER AUTHORIZATION
6. STATE SPECIFIC FRANCHISE AGREEMENT AMENDMENT
7. LEASE RIDER

**ACCELERATED SERVICES FRANCHISE, LLC
FRANCHISE AGREEMENT**

This Franchise Agreement entered into on the Effective Date by and between Accelerated Services Franchise, LLC, a Florida limited liability company, having its principal place of business at 4821 N. Clark Avenue, Tampa, Florida 33614 (“**Franchisor**” or “**we**”), and the Franchisee identified in the Summary Page (“**Franchisee**” or “**you**”).

WITNESSETH:

WHEREAS, Franchisor and its Affiliate have developed, and are in the process of further developing, a System identified by the service marks JUNK SHOT and DOORSTEP DETAILS, and relating to the establishment and operation of either a JUNK SHOT or DOORSTEP DETAILS, or both, franchised business, referred to as “**Franchised Business**”; and

WHEREAS, in addition to the service marks JUNK SHOT and DOORSTEP DETAILS and certain other Marks, the distinguishing characteristics of the System include: uniform standards and procedures for efficient business operations; procedures and strategies for marketing, advertising and promotion; customer service and development techniques; other strategies and techniques; and Trade Secrets and other Confidential Information; and the Confidential Operations Manual; and

WHEREAS, Franchisor grants to qualified persons and business entities the right to own and operate an authorized brand Franchised Business using the System and the Marks, as indicated on the Summary Page; and

WHEREAS, Franchisee desires to operate a Franchised Business, as indicated on the Summary Page, has applied for the Franchise and such application has been approved by Franchisor in reliance upon all of the representations made herein and therein; and

WHEREAS, Franchisee understands and acknowledges the importance of Franchisor’s high and uniform standards of quality, operations and service and the necessity of operating the Franchised Business in strict conformity with Franchisor’s System.

NOW, THEREFORE, Franchisor and Franchisee, intending to be legally bound, agree as follows:

1. DEFINITIONS

Whenever used in this Agreement, the following words and terms have the following meanings:

“**Affiliate**” means any business entity that controls, is controlled by, or is under common control with Franchisor;

“**Agreement**” means this agreement entitled “Accelerated Services Franchise, LLC Franchise Agreement” and all instruments supplemental hereto or in amendment or confirmation hereof;

“**Approved Supplier(s)**” has the meaning given to such term in Section 13.2;

“**Gross Revenue**” means the entire amount of the sale price, whether for cash, credit, payment in kind (valued at fair market value), or otherwise, of all sales, including but not limited to the sale of any services or products from or in connection with the operation of the Franchised Business. No deductions shall be allowed from Gross Revenue except for the following: (a) sums collected by or on behalf of the Franchisee for any governmental authority on account of sales taxes, services taxes, or other taxes imposed directly upon the sale of goods or services (or both) from the Franchised Business, provided that the amount of any such tax has in fact been paid or otherwise accounted for by the Franchisee to the appropriate governmental authority; (b) the amount of any refund or credit given in respect of any services or products provided to a customer of the Franchised Business for which a refund of the whole or part of the purchase price is made, or for which a credit is given: as long as such refund or credit is given in accordance with our policies and procedures in relation to refunds set out in the Operations Manual; (c) amounts for uncollected

or uncollectable credit accounts as long as such credit accounts are deemed uncollected or uncollectable in accordance with the our policies and procedures in relation to uncollected of Uncollectable credit accounts set out in the Operations Manual; and (d) amounts uncollected from a customer of the Franchised Business due to discount coupons that were approved for use in advance by us. Where the operation of the Franchised Business has been interrupted, all sales assumed to have been lost by the Franchisee by virtue of such interruption, being the basis upon which an insurer has paid business interruption insurance, shall also be included in the calculation of Gross Revenue in the “**Gross Revenue Reports,**” which has the meaning give to such term in Section 12.2. All barter and exchange transactions for which Franchisee furnishes services or products in exchange for goods or services to be provided by the vendor, supplier, or customer will be valued at the full retail value of the membership bartered in exchange for the goods or services provided to Franchisee. Gross Revenue also includes the proceeds of any business interruption insurance paid to Franchisee. Gross Revenue also includes any payments Franchisee receives from vendors;

“**Competitive Business**” means any business that offers or provides (or grants franchises or licenses to others to operate a business that offers or provides) Competitive Services; provided, however, that the term “Competitive Business” shall not apply to (a) any business operated by Franchisee under a Franchise Agreement with Franchisor, or (b) any business operated by a publicly-held entity in which Franchisee owns less than a five percent (5%) legal or beneficial interest;

“**Competitive Services**” means residential and commercial bulk trash removal and hauling services and/or a doorstep trash removal valet service for multi-family residential properties or other services the same as or similar to those provided by JUNK SHOT and DOORSTEP DETAILS Businesses or in which Trade Secrets or other Confidential Information could be used to the disadvantage of Franchisor, any Affiliate or its other franchisees.

“**Confidential Information**” means technical and non-technical information used in or related to JUNK SHOT and DOORSTEP DETAILS Franchised Business and not commonly known by or available to the public, including, without limitation, the Customer List, Trade Secrets, methods and products, customer services techniques and other techniques and methodologies not generally known to the industry or public, and any other information identified or labeled as confidential when delivered by Franchisor. Confidential Information shall not include, however, any information that: (a) is now or subsequently becomes generally available to the public through no fault of Franchisee; (b) Franchisee can demonstrate was rightfully in its possession, without obligation of nondisclosure, prior to disclosure pursuant to this Agreement; (c) is independently developed without the use of any Confidential Information; or (d) is rightfully obtained from a third party who has the right, without obligation of nondisclosure, to transfer or disclose such information;

“**Confidential Operations Manual**” means the JUNK SHOT and/or DOORSTEP DETAILS Confidential Operations Manual, whether in paper or electronic form, and any other items as may be provided, added to, changed, modified or otherwise revised by Franchisor from time to time that contain or describe the standards, methods, procedures, and specifications of the System, including other operations, administration and managers’ manuals and all books, computer programs, password-protected portions of an Internet site, pamphlets, memoranda, and other publications prepared by, or on behalf of, Franchisor;

“**Cooperative Advertising**” means the combined advertising program of two (2) or more franchisees established within a common market that Franchisor may require for the Franchised Business within a particular region;

“**Designated Manager**” means the individual designated by Franchisee as having primary responsibility for managing the day-to-day affairs of the Franchised Business;

“**Effective Date**” means the date on which Franchisor and Franchisee fully execute this Agreement, thereby commencing its effectiveness and term, OR the date in which your Business begins operating, whichever is sooner;

“Electronic Depository Transfer Account” means an account established at a national banking institution approved by Franchisor and providing Franchisor with access to electronically withdraw any funds due Franchisor;

“Franchise” means the right granted to Franchisee by Franchisor to use the System and the Marks;

“Franchise Fee” has the meaning given to such term in [Section 3.1](#);

“Franchised Business” means the JUNK SHOT and/or DOORSTEP DETAILS business(es) to be established and operated by Franchisee pursuant to this Agreement, as indicated on the Summary Page;

“Franchised Business Office” means the site for the operation of the Franchised Business;

“Franchised Business Storage” means an area designated by Franchisee for the storage of the service tools and equipment of the Franchised Business; such area may be located on-site (at the same site as the Franchised Business Office) or off-site within a leased storage unit;

“Franchisee” means the individual or entity defined as “Franchisee” in the introductory paragraph of this Agreement;

“Franchisor” means Accelerated Services Franchise, LLC;

“Franchisor Indemnities” has the meaning given to such term in [Section 21.3](#);

“GAAP” means the generally accepted accounting principles, standards, conventions and rules accountants follow in recording and summarizing transactions, and in the preparation of financial statements;

“Incapacity” means the inability of Franchisee, or any holder of a legal or beneficial interest in Franchisee, to operate or oversee the operation of the Franchised Business on a regular basis by reason of any continuing physical, mental or emotional condition, chemical dependency or other limitation;

“Internet” means any one or more local or global interactive communications media that is now available, or that may become available, including sites and domain names on the World Wide Web;

“Internet Advertising Program” has the meaning given to such term in [Section 11.4](#);

“Local Advertising” has the meaning given to such term in [Section 11.1](#);

“Marketing Fee” has the meaning given to such term in [Section 11.2](#);

“Marks” means the service mark JUNK SHOT, DOORSTEP DETAILS, and such other trade names, trademarks, service marks, trade dress, designs, graphics, logos, emblems, insignia, fascia, slogans, drawings, and other commercial symbols as Franchisor may designate to be used in connection with Franchised Business;

“Minimum Monthly Royalty” has the meaning given to such term in [Section 3.3](#);

“National Account” has the meaning given to such term in [Section 2.4.5](#);

“Royalty Fee” has the meaning given to such term in [Section 3.2](#);

“System” means the uniform standards, methods, procedures and specifications developed by Franchisor and as may be added to, changed, modified, withdrawn, or otherwise revised by Franchisor for the operation of JUNK SHOT and/or DOORSTEP DETAILS Franchised Businesses; and

“Technology Fee” has the meaning given to such term in [Section 11.4](#);

“Trade Secrets” means information in any form (including, but not limited to, technical or non-technical data, formulas, patterns, compilations, programs, devices, methods, techniques, drawings, processes, financial data, financial plans, marketing plans, client information, product plans, passwords, lists of actual or potential customers or suppliers) related to or used in JUNK SHOT and DOORSTEP DETAILS

Franchised Businesses that is not commonly known by or available to the public and that information: (a) derives economic value, actual or potential, from not being generally known to, and not being readily ascertained by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

“**Transfer**” as a verb means to sell, assign, give away, transfer, pledge, mortgage, or encumber either voluntarily or by operation of law (such as through divorce or bankruptcy proceedings) any interest in this Agreement, the License, the Store, substantially all the assets of the Store, or in the ownership of the franchisee (if you are an Entity). “Transfer” as a noun means any such sale, assignment, gift, transfer, pledge, mortgage or encumbrance.

2. GRANT OF FRANCHISE; APPROVED LOCATION

2.1. Grant

Franchisor hereby grants to Franchisee, and Franchisee undertakes and accepts, upon the terms and conditions herein contained, a revocable, limited, and non-exclusive license to operate one (1) Franchised Business using the System, and only the authorized brand and associated Marks specified on the Summary Page.

2.1.1 Franchisor further reserves the right, to enter into agreements with specific regional or national commercial customers in order to establish a National Account, in any area, including in your Territory. If Franchisor establishes a National Account in your Territory, Franchisee shall service the National Account under the same terms, pricing, and provisions negotiated for the National Account. Under certain circumstances if Franchisor determines in its sole discretion that Franchisee is not capable of servicing the National Account, or if the volume of services exceed demand at the time, Franchisor may in its sole discretion authorize other franchisees or other qualified third-parties to provide the services. See Article 13 of this Agreement for more information on the National Accounts.

2.2. Franchised Business Office

2.2.1. Franchisee’s authorized non-exclusive territory (“**Territory**”) is described, or if not yet identified as of the Effective Date, will be described on Exhibit 1 (“**Key Terms**”). If not yet identified, Franchisee’s territory shall include a minimum population of 250,000. Boundary and boundary line references refer to the center point of such boundary lines unless otherwise stated above. When a boundary line continues until it reaches another boundary line, this means that the center point of the first boundary line continues to the center point of the next boundary line.

2.2.2. The street address of the approved location for the Franchised Business is described, or if not yet identified as of the Effective Date, is described on Exhibit 1.

2.2.3 Franchisee must only operate the approved Junk Shot and/or DoorStep Detail Business from the approved location and no other business.

2.3. Sub-franchising/Agents

Franchisee shall not sublicense or attempt to sublicense the use of the System or Marks to any person or entity. Except as permitted in Section 18, Franchisee shall not grant any person or entity the right to perform any part of Franchisee’s rights or obligations licensed hereunder.

2.4. Non-Exclusive License

2.4.1. You are not permitted to locate in or market in another territory, except as to group, cooperative, regional, or other marketing which we approve. However, we and our franchisees are allowed to service customers anywhere.

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

2.4.3. We reserve the right to use other channels of distribution, including the internet, to solicit and accept orders from consumers inside your territory using our principal trademarks.

2.4.4. You may not solicit orders from consumers outside your territory but you may accept orders from consumers outside your territory.

2.4.5. We reserve the exclusive right, but not the obligation, to negotiate directly or through an authorized third party (including, another franchisee) with national clients for the provision of goods and services by all System franchisees,

(a) to advertise, solicit and enter into group accounts for a specific commercial customer with multiple locations within a designated area (“**National Accounts**”) which may be located in area, including in the Territory. Franchisee agrees to service such National Accounts in the Territory as Franchisor may identify from time to time, upon the terms applicable thereto (including, without limitation, the provision of certain insurance and other products and services, the offer of services at prices not to exceed the maximum prices stated and the payment by the Franchisee of any applicable fees or similar payments); and

(b) further, in the event (i) Franchisee refuses or, in the sole judgement of Franchisor, is not qualified, interested or available to perform services or otherwise cannot or does not perform services for any National Account customer located within the Territory, or (ii) Franchisee requests assistance in the performance of National Account services, or (iii) a National Account customer, orally or in writing, specifically requests services within the Territory from a different franchisee or any other third party, Franchisor has the right to authorize another franchisee, designate or authorize a Franchisor or its affiliate’s employee, Franchisor’s affiliate, or any other third party to perform services for or sell products to said National Account customers inside the Territory.

2.4.6. If you franchise DOORSTEP DETAILS business, you acknowledge that it is it is common to receive a request for proposal, or RFP, from a client inside your current Territory, that may include accounts in abutting or otherwise another franchisee's territory and on the flipside another franchisee may receive a request for proposal in your Territory. Therefore, if you sell a valet trash contract outside of your Territory and choose not to expand into that territory to service the contract, you expressly agree and we reserve the right to service the contract. In the event this happens, we will pay you a referral fee equal to 1 month of the contract’s invoice. You further acknowledge and expressly agree that if another abutting franchisee secures a contract inside your Territory, you are obligated to pay the other franchisee a referral fee equal to 1 month of contract’s invoice. The payment of this fee must be made 30 days after the first payment for services is received. You acknowledge that the franchisee who benefits from the account sold inside their territory must pay this one-time referral fee, to the franchisee who signs the RFP. Failure by Franchisee to comply with the terms required herein in this Section 2.4.6. of the Agreement, shall constitute default under this Agreement, and Franchisor, in its sole discretion may terminate the Franchise Agreement.

3. FEES

3.1. Franchise Fee

Upon execution of this Agreement, Franchisee shall pay a fee (“**Franchise Fee**”) to Franchisor in the amount stated on Exhibit 1.

If the amount of the Franchise Fee is not known as of the Effective Date, it shall be calculated as follows: then-current Franchise Fee for either a JUNK SHOT or DOORSTEP DETAILS Franchised Business, and then-current Franchise Fee for a franchised business consisting of both JUNK SHOT and DOORSTEP DETAILS brands (referred to as “**co-brand Franchised Business**”), for one Territory

consisting of a minimum of 250,000 in population.

We will not require you to purchase a Territory with more than 250,000 in population, although we may give you the option to purchase additional territories consisting of a minimum of 250,000 in population (each a “**Zone**”). If you and we agree that you may purchase one or more additional Zones, the franchise fee for additional territories is the then-current fee for additional Zones.

The Franchise Fee shall be deemed fully earned upon execution of this Agreement and is non-refundable. The Franchise Fee covers Franchisor’s costs associated with sale of the franchise to Franchisee (50%), training and onboarding the Franchisee (25%), and providing Franchisee pre-opening services (25%).

3.2. Royalty Fee

3.2.1. In Territory/Zone Royalty Fee: On or before 5:00 PM EST on Thursday of every week (unless this day is a weekend or holiday, then on the business day before), Franchisee shall pay to Franchisor without offset, credit, or deduction of any nature, a fee (“**Royalty Fee**”) in the amount stated on Exhibit 1. Each Royalty Fee payment shall accompany a Gross Revenue Report, as required by Section 12.2, for the same period. The Franchisor requires Franchisee to pay Royalty Fees through electronic transfer as set forth in Section 3.7, which shall be submitted to Franchisor through a method that Franchisor approves.

3.2.2. Out of Territory/Zone Royalty Fee: If Franchisor approves Franchisee to provide services outside of the granted Territory and Zone(s), Franchisee will pay a Royalty Fee as described in Exhibit 1, in the same manner as stated in Section 3.2.1 above.

3.3. Minimum Monthly Royalty Fee

3.3.1. At the end of each month of operations of the Franchised Business, you must pay us the greater of the Royalty Fee or minimum monthly royalty fee (“**Minimum Monthly Royalty**”) as described in Exhibit 1. If we determine that amount paid in Royalty Fee is less than the Minimum Monthly Royalty amount, then Franchisee shall pay to Franchisor the difference between the annual aggregate Royalty Fee paid each month and the respective Minimum Monthly Royalty Fee on or before the 15th day of the month immediately following the month that reflects the shortfall.

3.3.2. If Franchisee operates a co-brand Franchised Business, Franchisee acknowledges and agrees, that during each quarter of the then-current anniversary period, if the Royalty Fee from the operation of either the JUNK SHOT or DOORSTEP DETAILS businesses constitutes less than 30% of the aggregate Royalty Fee paid to Franchisor for the Zone, and if Franchisee fails to increase Gross Revenue above such 30% threshold during the following quarter, then Franchisor may, at its option and sole discretion, modify or terminate exclusivity in Franchisee’s respective Zone with respect to the brand that failed to constitute at least 30% of the aggregate Royalty Fee. Any fees paid to Franchisor for purchase of terminated Zones are nonrefundable.

3.4. Other Operational and Miscellaneous Fees

During the term of the Agreement, other operational and/or miscellaneous fees apply to the Franchised Business. As applicable, Franchisee shall pay such other fees in the amount as described in Exhibit 1. Unless otherwise instructed by Franchisor or Exhibit 1, Franchisee shall pay each fee in the same manner as the Royalty Fee.

3.5. Temporary ZIP Code Leasing

If you are not yet ready to purchase a Zone, you may, upon our approval, lease a zip code to include as part of your authorized service area. The fee (“**Zip Code Leasing Fee**”) is \$300 per month per related ZIP code lease and is payable only if you and we agree that you are permitted to service clients in zip code(s) outside of your designated Territory and Zones.

3.6. Taxes

Franchisee shall pay to Franchisor an amount equal to all sales taxes, excise taxes, use taxes, withholding taxes and similar taxes imposed on the fees payable by Franchisee to Franchisor hereunder and on services or goods furnished to Franchisee by Franchisor at the same time as Franchisee remits such fees to Franchisor, whether such services or goods are furnished by sale, lease or otherwise, unless the tax is an income tax assessed on Franchisor for doing business in the state where the Franchised Business is located.

3.7. Electronic Transfer

Franchisor currently requires all Royalty Fees, Marketing Fees, Technology Fees, amounts due for purchases by Franchisee from Franchisor, and other amounts due to Franchisor to be paid through an Electronic Depository Transfer Authorization (see Exhibit 5). Franchisee shall open and maintain a single bank account for all its Franchised Business, and none other without Franchisor's written consent, and shall provide Franchisor with continuous access via electronic transfer to such account for the purpose of receiving any payments due to Franchisor. Franchisee shall make deposits to the account sufficient to cover amounts owed to Franchisor prior to the date such amounts are due. Franchisee shall execute any documents Franchisor's or Franchisee's bank requires to establish and implement the Electronic Depository Transfer Account. Once established, Franchisee shall not close the Electronic Depository Transfer Account without Franchisor's written consent. Franchisor reserves the right to designate another method of payment by provide 30-days' written notice to Franchisee.

3.8. Interest Charges

All Royalty Fees, Marketing Fees, Technology Fees, and any other amounts not received by Franchisor on the due date, will be subject to interest charges equal to 18% per annum or highest rate allowed by applicable state law. Interest will begin to accrue from the date payment was due, but not received, or date of underpayment, until payment is received in full. Franchisee shall pay Franchisor for all costs incurred by Franchisor in the collection of any unpaid and past due amounts, including reasonable collection or attorney fees.

3.9. Application of Payments

Notwithstanding any designation by Franchisee, Franchisor shall have the right to apply any payments by Franchisee to any past due indebtedness of Franchisee for Royalty Fees, Marketing Fees, Technology Fees, purchases from Franchisor, or any other amount owed to Franchisor in any proportion or priority.

3.10. Default Fee

If Franchisee is in default under this Agreement, at Franchisor's discretion, and without waiver of any of Franchisor's rights under this Agreement, Franchisor may impose a fee ("Default Fee") in an amount up to \$1,500 per event of default, plus the cost of re-inspections and the costs enforcing compliance. Franchisee must pay the Default Fee within 3 days of Franchisor's demand.

3.11 Interview Appointment Setting Program

If your JUNKSHOT or DOORSTEP DETAILS Franchised Business needs to hire or replace an employee or Porter, Franchisor retains the right to charge you Interview Appointment Setting Program fee as specified in Exhibit 1 of this Agreement. Interview Appointment Setting Program fee for JUNKSHOT includes Confirmed Scheduled Interview Fee, Placement Fee, and optional Setup Fee as in the amount specified in Exhibit 1. Interview Appointment Setting Program fee for DOORSTEP DETAIL include Trash Porter Screening Fee and optional Setup Fee in the amount as specified in Exhibit 1. Franchisee acknowledges and agrees that Franchisee is required to use Franchisor's services for Confirmed Scheduled Interview, Placement and Trash Porter Screening; however, Setup Fee for both JUNKSHOT and DOORSTEP is optional. However, if you use our services for the setup of the job post on portal, job post portal and content you must pay us the fees specified in Exhibit 1 of this Agreement. All payments pursuant

to this Section 3.11 shall be made promptly on demand. Franchisee expressly acknowledges and agrees that neither party shall be deemed a joint employer of the other's employees. Franchisee expressly agrees to indemnify the Franchisor from and against claims made by the Franchisee's employee that Franchisee's employee is a co-employed by the Franchisor. Interview Appointment Setting Program assists to schedule appointments; however, Franchisee is solely responsible for all hiring, firing, and disciplinary decision of its employees and shall indemnify Franchisor of any and all liabilities claims, or actions arising out of or relating to franchisee's employee and its employment, termination or disciplinary actions, or as a result of employment with the Franchisee.

4. TERM AND RENEWAL

4.1. Initial Term

This Agreement shall begin on the Effective Date stated on the Summary Page, and shall expire at midnight on the day preceding the tenth (10th) anniversary date of the Effective Date, unless sooner terminated pursuant to Section 16.

4.2. Successor Term

Subject to the conditions below, Franchisee has the right to obtain a successor franchise at the expiration of the term of this Agreement by entering into a new then-current Franchise Agreement with Franchisor. Franchisee's right to a successor franchise is limited to one (1) additional 10-year term, and two (2) successive terms of five years each. Your failure to exercise the first renewal right will serve as a waiver of all other renewal rights. To qualify for a successor franchise, each of the following pre-conditions shall have been fulfilled and remain true as of the last day of the term of this Agreement:

4.2.1. Franchisee has, during the entire term of this Agreement, substantially complied with all material provisions of this Agreement;

4.2.2. Franchisee has updated and refurbished the Franchised Business Office, service vehicle, and equipment, to reflect Franchisor's then-current standards and specifications applicable to new franchisees;

4.2.3. Franchisee has satisfied all monetary obligations owed by Franchisee to Franchisor (or any Affiliate), and has timely met these obligations throughout the term of this Agreement;

4.2.4. Franchisee is not in default of any provision of this Agreement or any other agreement between Franchisee and Franchisor;

4.2.5. Franchisee has given written notice of its intent to operate a successor franchise to Franchisor not less than nine months nor more than twelve months prior to the end of the term of this Agreement;

4.2.6. Franchisee has executed Franchisor's then-current form of Franchise Agreement (or has executed other documents at Franchisor's election that modify this Agreement to reflect the fact that the Franchise Agreement relates to the grant of a successor franchise), which the then-current Franchise Agreement shall supersede this Agreement in all respects, and the terms of which may differ from the terms of this Agreement by requiring, among other things, a different percentage Royalty Fee, or Marketing Fee; provided, however, that Franchisee shall not be required to pay the then-current Franchise Fee, but Franchisee will pay the renewal fee in the amount stated in the Summary Page. If Franchisee signs the then-current renewal Franchise Agreement after this Agreement expires, then Franchisee shall pay to Franchisor a late renewal fee of \$1,500, in addition to all other renewal fees and expenses, to cover Franchisor's additional expenses related to the late renewal;

4.2.7. Franchisee has complied with Franchisor's then-current qualifications for a new franchisee and has agreed to comply with any training requirements; and

4.2.8. Franchisee has executed a general release, in a form prescribed by Franchisor, of any and all claims against Franchisor, any Affiliate and against their officers, directors, shareholders, managers, members, partners, owners, employees, and agents (in their corporate and individual capacities), except to the extent prohibited by the laws of the state where the Franchised Business is located.

5. FRANCHISED BUSINESS OFFICE AND STORAGE

5.1. Franchised Business Office

The Franchised Business Office shall be located within either commercial warehouse or storage facility or Franchisee's principal residence. If the Franchised Business Office is at a residence, Franchisee shall only operate the Franchised Business from the residence for a maximum of 90 days from the Effective Date and must find a permanent Franchisor-approved Franchised Business Office, pursuant to Section 5.3 below. The permanent Franchised Business Office location must be located in the Territory (and not a Zone) as further defined on the Summary Page to this agreement, unless otherwise expressly approved by the Franchisor. The service tools and equipment for the Franchised Business shall be stored at the Franchised Business Office. Franchisee shall manage and administer the Franchised Business from the Franchised Business Office, and shall maintain the books and records of the Franchised Business at the Franchised Business Office.

5.1.1 Franchisee must present to Franchisor for Franchisor approval any lease for the Junk Shot and/or DoorStep Details Business based on the lease satisfying the requirements in this Section. Franchisee must cause the landlord to sign the Lease Rider that is attached to this Agreement as Attachment 7. The Lease Rider includes important provisions that protect Franchisor interests. If the landlord refuses to sign the Lease Rider in the form attached to this Agreement, we may reject your proposed location.

5.2. Storage Space

If there is insufficient storage space on-site at the location of the Franchised Business Office to store the Franchised Business' service tools and equipment, then Franchisee may be permitted to store the same off-site within a leased storage unit, provided that Franchisee informs Franchisor in writing of the location of the storage unit. The storage unit may not display any signage reflecting the Marks.

5.3. Development of Franchised Business Office and Storage

Franchisor shall make available to Franchisee, at no charge to Franchisee, then-current information or specifications for the Franchised Business Office, service vehicle, service tools and equipment and other equipment and supplies necessary for the establishment and development of a Franchised Business. Franchisor shall have the right to approve or deny Franchisee's choice for Franchised Business Office, and Franchisee is responsible for obtaining an approved site within 90 days of signing the Franchise Agreement. Franchisor will use reasonable efforts to approve or disapprove the proposed site within 30 days after receipt of Franchisee's request. Franchisor will provide its decision in writing. As set forth in Section 5.1, Franchisee may operate the Franchised Business Office from within Franchisee's or its Designated Manager's principal residence. Within ninety (90) days after the Effective Date, Franchisee shall have **(a)** established the Franchised Business Office, **(b)** acquired and set-up all required office equipment including broadband or high-speed Internet service, **(c)** acquired and set up at least one telephone number and one facsimile number dedicated to the Franchised Business, **(d)** acquired a service vehicle meeting Franchisor's then-current specifications, and have it customized, wrapped, lettered in accordance with Franchisor's specifications, and if applicable, installation of Franchisor's designated GPS device, **(e)** acquired the service tools and equipment required for the operation of the Franchised Business, and **(f)** if necessary, secured off-site storage space for tools and equipment. If Franchisee is diligently attempting to meet these requirements within the 90-day period, but circumstances outside of Franchisee's control prevent Franchisee from meeting the deadline, Franchisor may, at its sole discretion, give Franchisee extra time (not to exceed an additional 60 days) to meet these requirements.

5.4. Failure to Develop Franchised Business Office and Storage

If Franchisee fails to meet its Franchised Business Office development obligations within ninety (90) days of the Effective Date, as described in Section 5.3, above, Franchisor has the right to terminate this Agreement. If this Agreement is terminated pursuant to this Section 5.4, Franchisor shall retain the entire Franchise Fee paid by Franchisee. The Franchise Fee retained shall be specifically understood and agreed by the parties to be in consideration of the services provided, time expended, work performed, and other efforts of Franchisor up to the date of Franchisee's failure to timely commence operations of the Franchised Business and shall not nor should it be construed as a penalty.

5.5. Opening

5.5.1. Within one hundred fifty (150) days after the Effective Date, but before commencing business, Franchisee must:

5.5.1.1. Fulfill all of the obligations of Franchisee pursuant to the other provisions of this Section 5;

5.5.1.2. Furnish Franchisor with copies of all insurance policies required by this Agreement, or by the lease, or such other evidence of insurance coverage and payment of premiums as Franchisor may request;

5.5.1.3. Complete initial training to the satisfaction of Franchisor;

5.5.1.4. Hire and train the personnel necessary or required for the operation of the Franchised Business;

5.5.1.5. Research and obtain all necessary permits and licenses, including any zoning permits needed to operate the Franchised Business Office from the principal residence of either Franchisee or the Designated Manager;

5.5.1.6. Each share certificate (or other certificate reflecting an ownership interest) shall have conspicuously endorsed on it a statement, in a form satisfactory to Franchisor, that the certificate is held subject to the transfer restrictions contained in the Franchise Agreement;

5.5.1.7. Pay in full all amounts due to Franchisor; and

5.5.1.8. Purchase all the required equipment, including (if applicable) complete customization your vehicles according to the System.

5.5.2. Franchisee shall comply with these conditions and be prepared to open and continuously operate the Franchised Business within one hundred fifty (150) days after the Effective Date. Time is of the essence. Franchisee shall not commence operations, however, until Franchisor has delivered written permission; Franchisor shall not unreasonably withhold permission to begin operations. Permission to open shall be based on Franchisor's determination that Franchisee is ready to open and satisfactorily prepared to operate the Franchised Business.

5.6. Failure to Open

If Franchisee fails to commence operation of the Franchised Business within one hundred fifty (150) days after the Effective Date pursuant to Section 5.5 above, Franchisor has the right to terminate this Agreement. If this Agreement is terminated pursuant to this Section 5.6, Franchisor shall retain the entire Franchise Fee paid by Franchisee. The Franchise Fee retained shall be specifically understood and agreed by the parties to be in consideration of the services provided, time expended, work performed, and other efforts of Franchisor up to the date of Franchisee's failure to timely commence operations of the Franchised Business and shall not be construed as nor considered to be a penalty.

5.7. Relocation

Franchisee shall not relocate the Franchised Business Office or storage facility without the prior written consent of Franchisor. Any such relocation shall be at Franchisee's sole expense, and shall proceed in accordance with the requirements set forth in Sections 5.1 through 5.6. If Franchisee loses the right to possess the Franchised Business Office and the parties do not agree upon a substitute site within ninety (90) days after such event, this Agreement shall terminate as provided in Section 16.2.1.1.

5.8. ADA Certification

If Franchisee maintains an Office that is open to the public, then at its sole expense, Franchisee shall furnish evidence satisfactory to Franchisor that the Franchise Business Office (if not the Franchisee's home office) is designed, constructed, and altered in compliance, at all times, with the requirements of the Americans With Disabilities Act of 1990, the regulations now or hereafter adopted pursuant thereto, and any and all applicable state or local laws, statutes, ordinances, rules and regulations concerning public accommodations for disabled persons now or hereafter in effect. Franchisee shall indemnify, defend, and hold harmless the Franchisor from and against any and all claims, judgments, damages, penalties, fines, costs, liabilities and losses (including, without limitation, reasonable attorney's fees and disbursements) arising from Franchisee's failure to comply with this obligation.

5.9 BY VIRTUE OF COMMENCING OPERATIONS OF YOUR JUNK SHOT AND/OR DOORSTEP DETAILS BUSINESS, FRANCHISEE ACKNOWLEDGES THAT FRANCHISOR HAS FULFILLED ALL OF OUR OBLIGATIONS TO YOU THAT FRANCHISOR IS REQUIRED TO FULFILL PRIOR TO THE OPENING OF YOUR JUNK SHOT / DOORSTEP DETAILS BUSINESS.

6. PROPRIETARY MARKS

6.1. Ownership

6.1.1. Franchisor represents that applications for registration of certain of the Marks have been filed with the appropriate authorities. Franchisee acknowledges that Franchisor has not made any representation or warranty to the effect that the Marks which have not been registered shall be registered or are able to be registered therein, and the failure to obtain registrations of any of the Marks shall not be deemed to be a breach of the terms of this Agreement by Franchisor. Moreover, Franchisee shall cooperate with Franchisor and its representatives, at Franchisor's expense, in the prosecution of any applications or registrations of any Marks which have been filed with the appropriate authorities. Franchisor undertakes to keep Franchisee informed of the progress in obtaining registration of the Marks, and any delay or inability to register any Mark shall not constitute a breach of this Agreement.

6.1.2. Franchisee is permitted and required to use only the Marks approved by Franchisor to conduct the business granted pursuant to, and in compliance with, this Agreement and all applicable standards, specifications and operating procedures prescribed from time to time by Franchisor. Any unauthorized use of the Marks by Franchisee is a breach of this Agreement and an infringement of the rights of Franchisor in and to the Marks. Franchisee's use of the Marks, and any goodwill created thereby, shall inure to the benefit of Franchisor. Franchisee shall not at any time acquire an ownership interest in the Marks by virtue of any use it may make of the Marks. This Agreement does not confer any goodwill, title or interest in the Marks to Franchisee. Franchisee shall not, at any time during the term of this Agreement or after its termination or expiration, contest the validity or ownership of any of the Marks or assist any other person in contesting the validity or ownership of any of the Marks.

6.2. Limitations on Use

Franchisee shall not use any Mark or portion of any Mark as part of any business entity name. Franchisee shall not use any Mark in connection with the sale of any unauthorized product or service or in any other manner not expressly authorized in writing by Franchisor. Franchisee shall give such notices of trademark and service mark registrations as Franchisor specifies and obtain such fictitious or assumed name registrations as may be required under applicable law to do business as a Franchised Business.

Franchisee shall not register or seek to register as a trademark or service mark, either with the United States Patent and Trademark Office or any state or foreign country, any of the Marks or a trademark or service mark that is confusingly similar to any Mark licensed to Franchisee. Franchisee shall include on its letterhead, forms, cards and other such identification, a prominent notice stating that the Franchised Business is an “Independently Owned and Operated Franchise” of Franchisee.

6.3. Notification of Infringements and Claims

Franchisee shall immediately notify Franchisor of any infringement of the Marks or challenge to its use of any of the Marks or claim by any person of any rights in any of the Marks. Franchisee shall not communicate with any person other than Franchisor and Franchisor’s counsel in connection with any such infringement, challenge or claim; provided, however, Franchisee may communicate with Franchisee’s counsel at Franchisee’s expense. Franchisor has the right to take such action as it deems appropriate and the right to exclusively control any litigation or other proceeding arising out of any infringement, challenge, or claim or otherwise relating to any of the Marks. Franchisee shall execute any and all instruments and documents, render such assistance, and do such acts and things as may, in the opinion of Franchisor’s counsel, be necessary or advisable to protect and maintain Franchisor’s interests in any such litigation or other proceeding or to otherwise protect and maintain Franchisor’s interest in the Marks.

6.4. Indemnification for Use of Marks

Franchisor shall reimburse Franchisee for all expenses reasonably incurred by Franchisee in any trademark or similar proceeding disputing Franchisee’s authorized use of any Mark, provided that Franchisee has complied with the provisions of Section 6.3 and has complied with this Agreement and Franchisor’s directions in responding to such proceeding. At Franchisor’s option, Franchisor or its designee may defend and control the defense of any proceeding arising directly from Franchisee’s use of any Mark. This indemnification shall not include the expense to Franchisee of removing signage or discontinuance of the use of the Marks. This indemnification shall not apply to litigation between Franchisor and Franchisee wherein Franchisee’s use of the Marks is disputed or challenged by Franchisor. This indemnification shall not apply to any separate legal fees or costs incurred by Franchisee in seeking independent counsel separate from the counsel representing Franchisor and Franchisee in the event of litigation disputing Franchisor and Franchisee’s use of the Marks.

6.5. Discontinuance of Use

If Franchisor deems it necessary for Franchisee to modify or discontinue use of any of the Marks, and/or use one or more additional or substitute trade names, trademarks, service marks or other commercial symbols, Franchisee shall comply with Franchisor’s directions within ten (10) business days after notice to Franchisee by Franchisor and subject to the limitations in Section 10.2. Franchisor shall not be required to reimburse Franchisee for its expenses in modifying or discontinuing the use of a Mark or any loss of goodwill associated with any modified or discontinued Mark or for any expenditures made by Franchisee to promote a modified or substitute Mark.

6.6. Right to Inspect

To preserve the validity and integrity of the Marks and any copyrighted materials licensed hereunder, and to ensure that Franchisee is properly employing the Marks in the operation of the Franchised Business and operating in compliance with our system and standards, Franchisor reserves the right to inspect the Franchised Business Office and Storage and to visit and inspect any jobsite. This will be done through reasonable terms and will not permit franchisor to enter other portions of Franchisee’s unless granted permission by Franchisee.

6.7. Franchisor’s Sole Right to Domain Name

Franchisee shall not advertise on the Internet using, or establish, create or operate an Internet site or website using a domain name or uniform resource locator containing, the Marks or the words “JUNK

SHOT” or “DOORSTEP DETAILS,” or any variation thereof without Franchisor’s written approval. Franchisor is the sole owner of a right, title and interest in and to such domain names as Franchisor shall designate in the Confidential Operations Manual.

6.8. Information System and Technologies

Franchisor may designate the information system used in Franchisee’s JUNK SHOT or DOORSTEP DETAILS franchise, including the computer hardware, software, other equipment and enhancements (the “Information System”). In such event, in connection with the approved Information System, Franchisee agrees to the provisions set forth below. If Franchisee suspects or know of a security breach, Franchisee must immediately give notice of such security breach and promptly identify and remediate the source of any compromise of security breach at your expense. Franchisee assumes all responsibility for providing all notices of beach or compromise and all duties to monitor credit histories and transactions concerning customers of the JUNK SHOT or DOORSTEP DETAILS franchise, unless otherwise directed by the Franchisor.

Franchisee shall be solely responsible for protecting itself from disruptions, Internet access failures, Internet content failures, and attacks by hackers and other unauthorized intruders and Franchisee waives any and all claims Franchisee may have against the Franchisor or its affiliates as the direct or indirect result of such disruptions, failures, or attacks. If Franchisee suspects or know of a security breach, Franchisee must immediately give notice of such security breach and promptly identify and remediate the source of any compromise of security breach at Franchisee’s sole expense. Franchisee assumes all responsibility for providing all notices of breach or compromise and all duties to monitor credit histories and transactions concerning customers of the JUNK SHOT or DOORSTEP DETAILS franchise, unless otherwise directed by the Franchisor.

Franchisee hereby releases and agrees to hold the Franchisor and its affiliates, and Franchisor’s respective officers and directors, harmless from and against any and all claims, liability, damages, or causes of action of any nature arising from, or in connection with, the installation, maintenance, or operation of the information system and its billing and payment processing, except to the extent arising from such party’s gross negligence or intentional acts.

6.9. Ownership of Information

All of the information Franchisor or its affiliates obtain from Franchisee or about Franchisee’s JUNK SHOT or DOORSTEP DETAILS franchise, and all information in Franchisee’s records or Franchisors concerning the members of Franchisee’s JUNK SHOT or DOORSTEP DETAILS franchise (the “Information”) and all revenues we derive from the Information will be our property. However, Franchisee may at any time during the term of this Agreement use in the operation of Franchisee’s JUNK SHOT or DOORSTEP DETAILS franchise (but for no other purpose), to the extent lawful and at Franchisee’s sole risk and responsibility, any information that Franchisee acquire from third parties in operating Franchisee’s JUNK SHOT or DOORSTEP DETAILS franchise, such as customer data. The Information (except for information Franchisee provides to the Franchisor or its affiliates, including information provided by Franchisee’s officers, directors, shareholders, partners or equity members of Franchisee entity) will become Franchisor property which Franchisor may use for any reason as Franchisor may deem necessary or appropriate in Franchisor’s sole discretion. Franchisee hereby authorize Franchisee’s any payment processors to release the information to the Franchisor at any time. Following termination or expiration of this Agreement, Franchisee will no longer use any of the Information, except to comply with Franchisee’s post-term obligations under this Agreement and Franchisee authorizes Franchisee’s payment processor to release the Information exclusively to the Franchisor and/or Franchisor’s designees.

7. TRADE SECRETS AND OTHER CONFIDENTIAL INFORMATION

7.1. Confidentiality of Trade Secrets and Other Confidential Information

Franchisee acknowledges that Franchisor will disclose Trade Secrets and other Confidential Information to Franchisee during the training program, through the Confidential Operations Manual, and as a result of guidance furnished to Franchisee during the term of this Agreement. Franchisee shall not acquire any interest in the Trade Secrets or other Confidential Information or Franchisor's goodwill, other than the right to use it in the development and operation of the Franchised Business and in performing its duties during the term of this Agreement. Franchisee acknowledges that the use or duplication of the Trade Secrets or other Confidential Information in any other business venture would constitute an unfair method of competition. Franchisee acknowledges that the Trade Secrets and other Confidential Information are proprietary and are disclosed to Franchisee solely on the condition that Franchisee (and all holders of a legal or beneficial interest in Franchisee and all officers, directors, executives, managers and members of the professional staff of Franchisee): **(a)** shall not, directly or indirectly, use the Trade Secrets or other Confidential Information in any other business or capacity or for the benefit of any other party; **(b)** shall maintain the absolute confidentiality of the Trade Secrets and other Confidential Information during and after the term of this Agreement; **(c)** shall not make any unauthorized copies of any portion of the Trade Secrets or other Confidential Information disclosed in written or other tangible form; and **(d)** shall adopt and implement all reasonable procedures prescribed from time to time by Franchisor to prevent unauthorized use or disclosure of the Trade Secrets and other Confidential Information. Franchisee shall enforce this Section 7.1 as to its employees, agents and representatives and shall be liable to Franchisor for any unauthorized disclosure or use of Trade Secrets or other Confidential Information by any of them.

7.2. Additional Developments

All ideas, concepts, techniques or materials concerning the System or developed, in whole or in part, using Trade Secrets or other Confidential Information, whether or not protectable intellectual property and whether created by or for Franchisee or its owners or employees, shall be promptly disclosed to Franchisor and shall be deemed the sole and exclusive property of Franchisor and works made-for-hire for Franchisor, and no compensation shall be due to Franchisee or its owners or employees therefore, and Franchisee hereby agrees to assign to Franchisor all right, title and interest in any intellectual property so developed. Franchisor has the right to incorporate such items into the System. To the extent any item does not qualify as a "work made-for-hire" for Franchisor, Franchisee shall assign, and by this Agreement, does assign, ownership of that item, and all related rights to that item, to Franchisor and shall sign any assignment or other document as Franchisor requests to assist Franchisor in obtaining or preserving intellectual property rights in the item. Franchisor shall disclose to Franchisee concepts and developments of other franchisees that are made part of the System. As Franchisor may reasonably request, Franchisee shall take all actions to assist Franchisor's efforts to obtain or maintain intellectual property rights in any item or process related to the System, whether developed by Franchisee or not.

7.3. Exclusive Relationship

Franchisee acknowledges that Franchisor would be unable to protect the Trade Secrets and other Confidential Information against unauthorized use or disclosure and would be unable to encourage a free exchange of ideas and information among JUNK SHOT or DOORSTEP DETAILS franchisees if owners of Franchised Businesses and members of their immediate families or households were permitted to hold an interest in or perform services for any Competitive Business. Therefore, during the term of this Agreement, neither Franchisee nor any holder of a legal or beneficial interest in Franchisee (or any member of their immediate families or households), nor any officer, director, executive, manager or member of the professional staff of Franchisee, either directly or indirectly, for themselves, or through, on behalf of or in conjunction with any person, partnership, corporation, limited liability company or other business entity, shall:

7.3.1. Divert or attempt to divert any business or customer of the Franchised Business to any Competitive Business, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks or the System; or

7.3.2. Own an interest in, invest in, manage, operate, or perform services, consult with, or be employed by or for any Competitive Business wherever located.

7.4. Nondisclosure and Non-Competition Agreements with Certain Individuals

Franchisor has the right to require any holder of a legal or beneficial interest in Franchisee (and any member of their immediate families or households), and any officer, director, executive, manager, or member of the professional staff and all employees of Franchisee to execute a nondisclosure and non-competition agreement, in a form the same as or similar to the Nondisclosure and Non-Competition Agreement attached as Exhibit 2, upon execution of this Agreement or prior to each such person's affiliation with Franchisee. Upon Franchisor's request, Franchisee shall provide Franchisor with copies of all nondisclosure and non-competition agreements signed pursuant to this Section 7.4. Such agreements shall remain on file at the offices of Franchisee and are subject to audit or review as otherwise set forth herein. Franchisor shall be a third-party beneficiary with the right to enforce covenants contained in such agreements.

7.5. Reasonableness of Restrictions

Franchisee acknowledges that the restrictive covenants contained in this Section 7 are essential elements of this Agreement and that without their inclusion; Franchisor would not have entered into this Agreement. Franchisee acknowledges that each of the terms set forth herein, including the restrictive covenants, is fair and reasonable and is reasonably required for the protection of Franchisor, the System, the Marks, Franchisor's goodwill, and Franchisor's franchise system; and Franchisee expressly waives any right to challenge these restrictions as being overly broad, unreasonable, overly burdensome or otherwise unenforceable. Franchisee affirms that it has other means of earning living from its employment experience prior to becoming a franchisee.

8. TRAINING AND ASSISTANCE

8.1. Initial Training

Franchisor shall make an initial training program available to you, your Designated Manager and up to two (2) assistants. Approximately three to four weeks prior to the opening of the Franchised Business, the Designated Manager must attend and successfully complete initial training to Franchisor's satisfaction, including the passing of tests at the end of initial training. Franchisor shall conduct the initial training program at its headquarters, designated regional office, or at another designated location. Franchisor shall not charge tuition or similar fees for initial training, however, all expenses incurred by Franchisee in attending such program including, but not limited to, travel costs, room and board expenses and employees' salaries or wages, shall be the sole responsibility of Franchisee. Franchisee shall be responsible for training its management and other employees. You must complete initial training to our satisfaction, including the passing of tests at the end of initial training.

8.2. Opening Assistance

In conjunction with the beginning of operation of the Franchised Business, Franchisor shall make available to Franchisee, at Franchisor's expense, one of Franchisor's representatives, experienced in the System, for the purpose of familiarizing Franchisee's staff with the JUNK SHOT or DOORSTEP DETAILS techniques and for the purpose of providing general assistance and guidance in connection with the opening of the Franchised Business. If Franchisee requests additional assistance with respect to the opening or continued operation of the Franchised Business, and should Franchisor deem it necessary and appropriate to comply with such request, Franchisee shall pay Franchisor's then-current standard rates, plus expenses, for such additional assistance.

8.3. Additional Training

If Franchisor determines that the Designated Manager is unable to satisfactorily complete the training program described above, Franchisor has the right to terminate this Agreement. If Franchisee is a

business entity and the Designated Manager fails to complete the initial training program to Franchisor's reasonable satisfaction, Franchisee may be permitted to select a substitute manager and such substitute manager must complete the initial training to Franchisor's satisfaction. Additionally, if Franchisee replaces its Designated Manager, or brings new principals into the franchise, the new Designated Manager and principals must attend Franchisor's initial training program, or train with a franchisee who agrees to provide such training. Franchisee will be required to pay Franchisor's then-current rates for additional training.

8.4. New Designated Manager

After beginning operations, should Franchisee name a new Designated Manager, Franchisee must notify Franchisor of the identity of the new Designated Manager and the new Designated Manager must complete the initial training program to Franchisor's satisfaction within sixty days of being named. The new Designated Manager may attend the initial training program at Franchisor's then-current fee for providing training to a new Designated Manager, and Franchisor may require Franchisee to pay other costs related to the training. Franchisee shall be responsible for all travel costs, room and board and employees' salaries or wages incurred in connection with the new Designated Manager's attendance at such training.

8.5. Ongoing Training, and Enrichment Training

From time to time, Franchisor may provide and if it does, has the right to require that the Owner or Designated Manager attend ongoing training programs or seminars during the term of this Agreement. Franchisor may charge a fee for mandatory or voluntary ongoing training, which is currently \$500 per person. Franchisor will not require attendance to more than one session or not more than five days during any calendar year. Franchisor may require the Owner or Designated Manager to attend enrichment training, which is mandatory if you fail to meet Franchisor's minimum performance levels. Franchisee shall be responsible for all travel costs, room and board and employees' salaries and wages incurred in connection with the Designated Manager's attendance at such training.

8.6. Conferences

We may hold periodic national or regional conferences to discuss various business issues and operational and general business concerns affecting franchisees. If we hold a national or regional conference, attendance at these conferences is mandatory, unless we specifically provide an exception to you in writing. We will not require attendance at more than one (1) conference during any calendar year. You must pay us a conference registration fee for each person that attends, or is required to attend (despite failure to attend), a mandatory conference. The amount of the conference registration fee will not exceed \$500 per person per conference. If you demonstrate good cause for your inability to attend a mandatory conference, we may in our discretion waive the conference registration fee. In addition to the conference fee, you will be responsible for all travel costs, meals, and lodging for you and your employees who attend the conference.

8.7. On-Site Training Cancellation Fees

If Franchisor or its representative is schedule to conduct an on-site training program, or scheduled for a visit at the Franchisee's location for training or other reasons, or if the Franchisee register for a training program and Franchisee subsequently cancel, fail to attend, fail to have the appropriate parties attend, or fail to stay for the entire training program then Franchisee shall pay the Franchisor, their then-current on-site training cancellation fee, which is currently \$500 per person per occurrence plus Franchisee shall reimburse the Franchisor its actual costs and any expenses (the "On-Site Training Cancellation Fee"). The On-Site Training Cancellation Fee may vary depending upon the type of schedule training program and how far in advance you notify the Franchisor in writing of the cancellation and the cost and expense incurred in rescheduling our travel arrangements.

8.8. Nature and Assistance of Training

Franchisee agree that Franchisor is not obligated to provide any training or assistance to Franchisee's particular level of satisfaction, but as a function of Franchisor's experience, knowledge, and judgment. Franchisee also acknowledge that Franchisor is not obligated to provide any services to Franchisee that are not set forth in this Agreement. If Franchisee believes the Franchisor has failed to adequately provide any pre-opening services to the Franchisee or to its employees, whether with respect to site selection, selection and purchase of equipment and supplies, training, or any other matter affecting the establishment of Franchisee's JUNK SHOT or DOORSTEP DETAILS business, Franchisee must immediately notify the Franchisor in writing within thirty (30) days following the opening of Franchisee's JUNK SHOT or DOORSTEP DETAILS business or the Franchisee will be deemed to conclusively acknowledge that all pre-opening and opening services required to be provided by the Franchisor were sufficient and satisfactory in Franchisee's judgment, and complied with all representations made to the Franchisee.

8.9 Delegation of Performance

Franchisee agrees that Franchisor has the right to delegate the performance of any portion or all of our obligations under this Agreement to third party designees, whether these designees are our agents or independent contractors with whom we contract to perform these obligations.

9. CONFIDENTIAL OPERATIONS MANUAL

9.1. Loan by Franchisor

While this Agreement is in effect, Franchisor shall lend to Franchisee one digital or paper copy of the Confidential Operations Manual. Franchisee shall conduct the Franchised Business in strict accordance with the provisions set forth in the Confidential Operations Manual. The Confidential Operations Manual may consist of one or more separate manuals and other materials as designated by Franchisor and may be in written or electronic form. The Confidential Operations Manual shall, at all times, remain the sole property of Franchisor and shall promptly be returned to Franchisor upon expiration or termination of this Agreement, and Franchisee shall destroy any copies (electronic or otherwise) of the Confidential Operations Manual in its possession.

9.2. Revisions

Franchisor has the right to add to or otherwise modify the Confidential Operations Manual from time to time to reflect changes in the specifications, standards, operating procedures and rules prescribed by Franchisor. Franchisor shall make such additions or modifications available to you on the same basis that they are made available to other franchisees. Franchisee shall immediately, upon notice, adopt any such changes and shall ensure that its copy of the Confidential Operations Manual is up-to-date at all times. If a dispute as to the contents of the Confidential Operations Manual arises, the terms of the master copy of the Confidential Operations Manual maintained by Franchisor at Franchisor's headquarters shall be controlling.

9.3. Confidentiality

The Confidential Operations Manual contains Trade Secrets and other Confidential Information of Franchisor and its contents shall be kept confidential by Franchisee both during the term of the Franchise and subsequent to the expiration and non-renewal or termination of this Agreement. Franchisee shall at all times ensure that its copy of the Confidential Operations Manual is available at the Franchised Business Office in a current and up-to-date manner. If the Confidential Operations Manual is in paper form or stored on computer-readable media, Franchisee shall maintain the Confidential Operations Manual in a secure manner at the Franchised Business Office; if the Confidential Operations Manual is in electronic form, Franchisee shall maintain the Confidential Operations Manual in a password-protected file. Franchisee shall only grant authorized personnel, as defined in the Confidential Operations Manual, access to the Confidential Operations Manual or any key, combination or passwords needed for access to the Confidential Operations Manual. Franchisee shall not disclose, duplicate or otherwise use any portion of the Confidential Operations Manual in an unauthorized manner.

10. FRANCHISE SYSTEM

10.1. Compliance with Standards

Franchisee shall strictly comply, and shall cause the Franchised Business and its employees to strictly comply, with all requirements, specifications, standards, operating procedures and rules set forth in this Agreement, the Confidential Operations Manual or other communications supplied to Franchisee by Franchisor.

10.2. Modification of the System

Franchisee recognizes that from time to time, Franchisor may introduce, as part of the System, other methods or technology which require certain System modifications including, without limitation, the adoption and use of modified or substitute Marks, new computer hardware and software, equipment or signs. Franchisee agrees to make all required upgrades and modifications at its expense as may be required by Franchisor; provided, however, that Franchisee shall not be required to make any expenditures during the first year of the initial term or any expenditures which are unreasonably disproportionate to Franchisee's initial investment to establish the Franchised Business during the initial term. If such additional investment is required to be made in the last year of the initial term, Franchisee may avoid making the investment by providing notice of intent not to renew the Franchise unless the investment is in connection with a modification to the System required by law or court order. Franchisee acknowledges that any required expenditures for changes or upgrades to the System shall be in addition to expenditures for fits and maintenance as required in Section 13.2 of this Agreement. Notwithstanding the foregoing, Franchisee shall be required to make any and all improvements or modifications whenever such are required by law, regulation, agency decision or court order.

If this Franchise Agreement is signed as part of the transfer of an existing franchise or renewal of an existing franchise, then the construction required under this Section 10.2 shall be the renovation of Franchisee's Franchised Business in accordance with the provisions of the predecessor franchise agreement.

10.3. Refurbishment of the Equipment and Vehicles

Franchisee may be required, at Franchisor's request, to refurbish and update its equipment, and vehicles during the fifth (5th) year of the franchise term, but will not be required to spend more than TWENTY THOUSAND DOLLARS (\$20,000.00) for such purpose. Franchisor shall provide Franchisee with specifications and assistance in such refurbishment. The obligations described herein are exclusive of the obligations described in Section 10.2.

10.4. Variance

Franchisor has the right to vary standards or specifications for any franchisee based upon that particular franchisee's qualifications, the peculiarities of the particular site or circumstances, the demographics of the trade area, business potential, existing business practices or any other condition which Franchisor deems to be of importance to the successful operation of any particular Franchised Business. Franchisor shall not be required to disclose or grant to Franchisee a like or similar variance hereunder.

11. ADVERTISING AND PROMOTIONAL ACTIVITIES

11.1. Local Advertising.

11.1.1. Franchisee shall continuously promote the Franchised Business. Every month, Franchisee shall spend the applicable amount as described in Exhibit 1 on advertising, promotions and public relations within the immediate locality surrounding the Franchised Business (“**Local Advertising**”). Such expenditures shall be made directly by Franchisee, subject to the prior approval and direction of Franchisor. Franchisor shall provide general guidelines to Franchisee for conducting Local Advertising. Within thirty (30) days after the end of each year, Franchisee shall furnish to Franchisor an accurate accounting of the expenditures on Local Advertising for the preceding year.

11.1.2. Franchisee shall submit to Franchisor, for its prior approval, all advertising and promotional materials to be used by Franchisee including, but not limited to, television ads, radio ads, ad copy, coupons, flyers, scripts and direct mail. Franchisor shall use reasonable efforts to provide notice of approval or disapproval within twenty (20) days from the date all requested material is received by Franchisor. If Franchisor does not approve submitted materials by the end of such twenty (20) day period, such materials shall be deemed to have not received the required approval. Franchisee shall not use any marketing or promotional material prior to written approval by Franchisor. The submission of advertising materials to Franchisor for approval shall not affect Franchisee’s right to determine the prices at which Franchisee sells products or provides services.

11.2. Marketing Fee.

Franchisor has established and administers a System-wide marketing, advertising and promotion program to facilitate regional advertising and marketing efforts. Franchisee shall contribute to the marketing program an amount specified by Franchisor from time to time (“**Marketing Fee**”), but not to exceed 2% of Gross Revenue for the applicable period. Franchisee shall pay the Marketing Fee at the same time and in the manner provided for Royalty Fees in Section 3.2. Franchisor shall notify Franchisee at least thirty (30) days before changing Marketing Fee requirements. The marketing program shall be maintained and administered by Franchisor or its designee as follows:

11.2.1. Franchisor shall oversee all marketing programs, with sole control over creative concepts, materials and media used in such programs, and the placement and allocation thereof. Franchisor does not warrant that any particular franchisee will benefit directly or *pro rata* from expenditures by the marketing program. The program(s) may be local, regional or System-wide. Franchisor does not warrant the success or effectiveness of any particular marketing program.

11.2.2. Franchisee’s Marketing Fees may be used to meet the costs of, or to reimburse Franchisor for its costs of, any cost of conducting market research, producing, maintaining, administering and directing consumer advertising (including, without limitation, the cost of preparing and conducting television, radio, Internet, intranet, magazine, newspaper, and direct mail advertising campaigns and other public relations activities; developing and/or hosting an Internet and/or intranet web page or site and similar activities; employing advertising agencies to assist therein; and providing promotional brochures and other marketing materials to franchisees).

11.2.3. Franchisee acknowledges that the Marketing Fee (and marketing program) is not a trust, escrow, or a fund, and neither Franchisor nor its affiliates assume no fiduciary obligation for administering or auditing the marketing program or for any other reason. Franchisor may as it deems necessary prepare an unaudited report of the marketing program each year, and may provide Franchisee a copy upon receipt of Franchisee’s written request.

11.3. Cooperative Advertising

Franchisor has the right, but not the obligation, to create a Cooperative Advertising program for the benefit of franchisees located within a particular region. Franchisor has the right to collect and designate all or a portion of the Local Advertising to payments or contributions to Franchisor for the funding of a Cooperative Advertising program. Franchisor has the right to determine the composition of all geographic territories and market areas for the implementation of each Cooperative Advertising program and to require

that Franchisee participate in such Cooperative Advertising programs when established within Franchisee's region. If a Cooperative Advertising program is implemented in a particular region, Franchisor has the right to establish an advertising council to self-administer the Cooperative Advertising program. Franchisee shall participate in the council according to the council's rules and procedures and Franchisee shall abide by the council's decisions. Should Franchisor establish a Cooperative Advertising program or programs with or without an advertising council, Franchisor has the right, but not the obligation, to change, dissolve or merge such program(s) and/or council(s) at any time.

11.4. Internet Advertising Program

Franchisee may market its Franchised Business through approved social media channels in accordance with Franchisor's social media policy. Franchisor may require that Franchisee utilize Franchisor's designated supplier for social media marketing services. Franchisee may not otherwise establish a presence on, or market using, the Internet in connection with the Franchised Business without Franchisor's prior written consent. Franchisor has established and maintains an Internet website that provides information about the System and the products and services that Franchisor and its franchisees provide. We have an Internet advertising program ("**Internet Advertising Program**") which we use to design a webpage for your Franchised Business, link it to the JUNK SHOT or DOORSTEP DETAILS website, and promote your webpage on the Internet. We reserve the right to modify or discontinue this program. You agree to pay us a technology fee ("**Technology Fee**"), as specified in Exhibit 1, to help support the cost of the website, e-mail set up, e-mail hosting (for one e-mail address), and for use of our business management and accounting software. The Technology Fee, as indicated in Exhibit 1, shall be payable at the same time and in the same manner as the Royalty Fee.

11.5. Telephone/Internet Directory Advertising

If we so require, Franchisee must list the telephone number(s) for the Franchised Business in a local telephone or internet directory in its trade area. We may require the franchisee to place the listing(s) together with other franchisees operating within the distribution area of the directories. If a joint listing is obtained, all franchisees listed together shall pay a *pro rata* share of the cost of the listings. Directory advertising expenditures are part of Franchisee's Local Advertising obligations.

11.6. Liquidated Damages for Marketing in Another Territory

The parties acknowledge and agree that it is integral to the franchise system that Franchisee respect the territorial restrictions contained in this Agreement, and that Franchisee's failure to respect such boundaries affects not only other franchisees but also Franchisor's relationship with its other franchisees and the integrity of the franchise system itself. The parties further acknowledge and agree that the harm caused by such failure is incapable or difficult of estimation. Therefore, the parties agree that if Franchisee markets, advertises, or solicits in another franchisee's Territory and/or Zones, without Franchisor's permission, in violation of this Agreement, Franchisee shall pay to Franchisor \$5,000 per incident, as liquidated damages and not as a penalty. The parties further acknowledge and agree that the foregoing amount represents a reasonable forecast of just compensation for the breach.

11.7. Public Relations

Franchisee shall not make any public statements (including giving interviews or issuing press releases) regarding the Franchised Business or any particular incident or occurrence related to the Franchised Business, without the Franchisor's prior written approval.

11.8. Association with Causes

Franchisee shall not in the name of the Franchised Business, other JUNK SHOT or DOORSTEP DETAILS franchisees, or the System (a) donate money, products, or services to any charitable, political, religious, or other organization, or (b) act in support of any such organization, without the Franchisor's prior written approval.

11.9. Grand Opening

Franchisee shall within the first 180 days of commencing operations conduct a grand opening advertising campaign. Franchisee must spend the minimum amount as indicated on the Summary Page for the sole purpose of the grand opening advertising campaign. If Franchisor deems it necessary, Franchisor may require Franchisee to submit the funds to Franchisor and Franchisor will initiate the grand opening campaign on Franchisee's behalf.

12. ACCOUNTING, RECORDS AND REPORTING OBLIGATIONS

12.1. Records

During the term of this Agreement, Franchisee shall maintain full, complete and accurate books, records and accounts in accordance with the standard accounting system prescribed by Franchisor in the Confidential Operations Manual or otherwise in writing. Franchisee shall retain during the term of this Agreement, and for three years thereafter, all books and records related to the Franchised Business including, without limitation, purchase orders, invoices, payroll records, sales tax records, state and federal tax returns, bank statements, cancelled checks, deposit receipts, cash receipts and disbursement journals, general ledgers, and any other financial records designated by Franchisor or required by law.

12.2. Gross Revenue Reports

Franchisee shall maintain an accurate record of Gross Revenue and shall deliver to Franchisor via the Internet and a signed and verified statement of Gross Revenue ("**Gross Revenue Report**") for the month ending each month on the 7th in a form that Franchisor approves or provides in the Confidential Operations Manual. The Gross Revenue Report for the preceding month must be provided to Franchisor by the close of business on the seventh of each month as provided in Section 3.2.

12.3. Financial Statements

Franchisee shall supply to Franchisor on or before the fifteenth day of each month, in a form approved by Franchisor, a balance sheet as of the end of the last day of the preceding month and an income statement for the preceding month and the fiscal year-to-date. Franchisee shall, at its expense, submit to Franchisor within ninety (90) days after the end of each calendar year, an income statement for the calendar year just ended and a balance sheet as of the last day of the calendar year. Such financial statements shall be prepared in accordance with GAAP, applied on a consistent basis. If required by Franchisor, such financial statements shall be reviewed or audited by a certified public accountant. Franchisee shall submit to Franchisor such other periodic reports in the manner and at the time specified in the Confidential Operations Manual or otherwise in writing.

By April 30 of each year, Franchisee shall provide to Franchisor all tax returns which contain income and expenses of Franchisee's Franchised Business.

12.4. Other Reports

Franchisee shall submit to Franchisor copies of all state sales tax returns that are required to be filed with the appropriate governmental agency and such other records as Franchisor may reasonably request from time to time or as specified in the Confidential Operations Manual. Franchisor shall have the right to release financial and operational information relating to the Franchised Business to Franchisor's lenders or prospective lenders. Franchisee shall certify as true and correct all reports to be submitted pursuant to this Agreement. If Franchisee fails to submit any required reports under this Agreement within three business days of the due date, a late reporting fee of \$250 per report per incident applies, which is payable to Franchisor upon demand.

12.5. Computer System/Software and Technology

During the term of this Agreement, Franchisor reserves the right to require Franchisee to purchase, install and use computer equipment consisting of hardware and software in accordance with Franchisor's then-current specifications. This may include a business management and accounting software providing customer relationship management, scheduling, inventory, and data management services. Franchisor may change the software or technology that Franchisee must use at any time, and pass through costs to the Franchisee plus a reasonable administrative fee for use of the software and technology. Franchisor may also develop proprietary software or technology that must be used by franchisees as required. If this occurs, Franchisee agrees to enter into a license agreement with Franchisor (or an affiliate of Franchisor) and pay Franchisor (or Franchisor's affiliate) commercially reasonable licensing, support and maintenance fees. The terms of the license agreement will govern the terms pursuant to which Franchisee may utilize this software or technology. Franchisor also reserves the right to enter into a master software or technology license agreement with a third-party licensor and then sublicense the software or technology to Franchisee, in which case Franchisor may charge Franchisee for all amounts that we must pay to the licensor based on Franchisee's use of the software or technology plus a reasonable administrative fee. All fees referenced in this [Section 12.5](#) are due on or before 5:00 PM CST on the day of each month that we specify from time to time. Franchisor shall have full access to all of Franchisee's computer, data and systems and all related information by means of direct access, either in person or by telephone, modem or Internet to permit Franchisor to verify Franchisee's compliance with its obligations under this Agreement.

12.6. Right to Inspect

Franchisor or its designee has the right, during normal business hours, to examine, copy and audit the books, financial data, business records, and tax returns of Franchisee. If the audit or any other inspection should reveal that any payments to Franchisor have been underpaid, then Franchisee shall immediately pay to Franchisor the amount of the underpayment plus interest from the date such amount was due until paid at the rate of one and one-half percent (1.5%) per month (or the highest rate allowed by the law of the state where Franchisee is located, whichever is lower). If the audit or any other inspection should reveal that Franchisee has not spent a monthly minimum on Local Advertising, or if the inspection discloses an underpayment of three percent (3%) or more of any amount due to Franchisor for any period covered by the audit, Franchisee shall, in addition, reimburse Franchisor for any and all costs and expenses connected with the inspection (including, without limitation, travel expenses and reasonable accounting and attorneys' fees). The foregoing remedies shall be in addition to any other remedies Franchisor may have. Franchisor may, from time to time, make suggestions and give mandatory instructions with respect to the Franchisee's operation of the Franchised Business as the Franchisor considers necessary or appropriate to ensure compliance with the then-current quality standards of the System and to protect the goodwill and image of the System. Franchisor and its agents shall have the right, at any reasonable time, to remove sufficient quantities of products, supplies or other items to test whether such products or items meet Franchisor's then-current standards. Franchisor or its designee has the right to observe Franchisee and its employees during the operation of the Franchised Business and to interview and survey (whether in person or by mail) clients and employees and to photograph or videotape the operations. Franchisee expressly agree that these visits will not imply that Franchisee is in compliance with the Franchisee's obligations under this Agreement or under the law or that Franchisor waive our right to require strict compliance with the Franchisee's obligations under this Agreement or the Manual. Furthermore, such visits will not create any responsibility or liability in our part. If the Franchisee request that the Franchisor make additional visits to the Franchised Business, the Franchisee will pay the fees the Franchisor may establish for such visits. The Franchisee shall also allow the Franchisor to visit the Franchised Business with prospective franchisees during the Franchisee's business hours.

12.7. Release of Records

At Franchisor's request, Franchisee shall authorize and direct any third parties, including accounting and legal professionals, to release to Franchisor all accounting and financial records arising from or relating to the operation of the Franchised Business including, but not limited to, records evidencing Gross Revenue, profits, losses, income, tax liabilities, tax payments, revenues, expenses, and any correspondence, notes, memoranda, audits, business records, or internal accounts within said third parties' possession, custody or control, and to continue to release such records to Franchisor on a monthly basis for the length of the unexpired term of this Agreement or until such time as Franchisor withdraws its request. Franchisee shall execute all documents necessary to facilitate the release of records referenced herein to Franchisor.

12.8 Franchisor's Bookkeeping Program

You may choose to utilize our bookkeeping program to manage the Franchised Business' books. Alternatively, we may require you to utilize our bookkeeping program if (i) you fail to provide the financial information and reports we require, (ii) we (at our discretion) determine that you are unable to maintain your books according to generally accepted accounting standards, or (iii) we perform an audit, and find that your bookkeeping system is inaccurate by at least 5% of Gross Revenue. We charge a "**Bookkeeping Program Fee**" for this service which is \$500 and up for annual (or annualized) Gross Revenue up to \$200,000, and \$850 and up for annual (or annualized) Gross Revenue \$200,001 and up, and reserve the right to adjust these rates based on our then-current expenses. We reserve the right to charge you \$20 per hour above 25 hours (for revenue \$200,000 and below) and \$42.50 per hour (for revenue above \$200,000) to cover our cost, due to your failure to cure a breach of reporting requirements under the Agreement. The Bookkeeping Program Fee is fully or partially refundable if we provide inaccurate accounting services. Alternatively, we reserve the right to require you to utilize an approved bookkeeping vendor to manage the Franchised Business' books.

13. STANDARDS OF OPERATION

13.1. Authorized Products, Services and Suppliers

13.1.1. Franchisee shall provide or offer for sale or use at the Franchised Business only those services as authorized by the Franchisor based on the authorized brand indicated on the Summary Page (the "**Services**"). If Franchisee does not have a co-brand Franchised Business, Franchisee is prohibited from offering any services that the remaining brand provides. The Services must be provided with the greatest diligence and care by Franchisee, using chemicals, products, supplies, equipment and other items that Franchisor from time to time approves (and which are not thereafter disapproved) and that comply with Franchisor's specifications and quality standards. Additionally, Franchisee shall permit qualified inspectors to inspect all work Franchisee performs at any time such inspectors may so request. Franchisee shall not offer, sell, or use in the operation of the Franchised Business any products or services that Franchisor has not pre-approved in writing.

13.1.2. If required by Franchisor, any such items or services shall be purchased only from "**Approved Suppliers**" that Franchisor designates or approves (which might include, or be limited to, Franchisor or an Affiliate). These items or services may include, without limitation, service tools, equipment, uniforms, vehicle wraps, business cards, stationery and pre-printed forms, vehicle customization, and collateral merchandise.

13.1.3. Franchisor shall provide Franchisee, in the Confidential Operations Manual or other written or electronic form, with a list of specifications and, if applicable, a list of Approved Suppliers for some or all of the supplies, furniture, fixtures, inventory, equipment and other approved or specified items and services, and Franchisor may from time to time revise such list. If Franchisor or an Affiliate is an Approved Supplier, Franchisee shall execute a standard form purchase or supply agreement for the items to be supplied by Franchisor or its Affiliate. If Franchisee desires to utilize any products, services or new technology that Franchisor has not approved (for products and services that require supplier approval),

Franchisee shall first send Franchisor sufficient information, specifications and samples for Franchisor to determine whether the service or product complies with its standards and specifications or whether the supplier meets its Approved Supplier criteria. Franchisee shall bear all expenses incurred by Franchisor in connection with determining whether it shall approve an item, service or supplier. Franchisor will decide within a reasonable time (usually thirty (30) days) after receiving the required information whether Franchisee may purchase or lease such items or services or from such supplier. Approval of a supplier may be conditioned on the supplier's ability to provide sufficient quantity of product; quality of products or services at competitive prices; production and delivery capability; and dependability and general reputation. Nothing in this Section 13.1.3 shall be construed to require Franchisor to approve any particular supplier, or to require Franchisor to make available to prospective suppliers, standards and specifications that Franchisor deems confidential.

13.1.4. Notwithstanding anything contrary in this Agreement, Franchisor has the right to review from time to time its approval of any items or suppliers. Franchisor may revoke its approval of any item, service or supplier at any time by notifying Franchisee and/or the supplier. Franchisee shall, at its own expense, promptly cease using, selling or providing any items or services disapproved by Franchisor.

13.1.5. Franchisor has the right to designate certain products and services, not otherwise authorized for general use as part of the System, to be offered locally or regionally based upon such factors as Franchisor determines including, but not limited to, franchisee qualifications, test marketing and regional or local differences. Franchisor has the right to give its consent to one or more franchisees to provide certain products or services not authorized for general use as part of the System. Such consent will be based upon the factors set forth in Section 10.4 and shall not create any rights in Franchisee to provide the same products or services.

13.1.6. Franchisee acknowledges and agrees that Franchisor and/or its affiliate may derive compensation or other benefits based on Franchisee's purchases or leases from designated or approved suppliers, and that Franchisor has the right to retain such compensation or benefits in consideration of the valuable services provided by Franchisor and/or its affiliate. Franchisee shall have no interest in or claim to such compensation or benefit.

13.1.7 Marketing and Promotion. All marketing and promotion must be conducted in a professional and dignified manner and must conform to Franchisor's specified standards and requirements. All marketing and promotional materials, including product identification materials, point-of-purchase promotional materials, promotion memorabilia, and merchandise and prizes, will either be provided for the Franchisee, or be made available to you for purchase through the Franchisor.

Franchisor may create and license to the Franchisee, social media accounts, e-mail marketing software accounts and other electronic accounts that use the Marks or any portion of them, used by the Franchisee with any Internet directory, website, platform, or similar item in the operation of the Franchised Business. The Franchisee may not create websites, social media accounts, e-mail marketing software accounts or other comparable accounts outside of those which Franchisor license to the Franchisee.

13.1.8 Though approved by Franchisor, Franchisor and its affiliates make no warranty and expressly disclaim all warranties, including warranties of merchantability for any particular purpose with respect to fixtures, furniture, equipment (including without limitation, any and all required computer systems) supplies or other approved items.

13.2. Appearance and Condition of the Franchised Business

Franchisee shall maintain the service tools and equipment, vehicle and signage of the Franchised Business in "like new" condition, and shall repair or replace service tools and equipment, vehicle and signage as necessary to comply with the health and safety standards and specifications of Franchisor and any applicable laws or regulations. The expense of such maintenance shall be borne by Franchisee and shall be in addition to any required System modifications, as described in Section 10.2.

Franchisee shall prominently display, at Franchisee's expense, both on the interior and exterior of the Franchisee's JUNK SHOT or DOORSTEP DETAILS business premises, signs in such form, color, number, location and size, and containing such Marks Franchisor may designate. Franchisor may require the Franchisee to use illuminated signs. Franchisee shall obtain all permits and licenses required for such signs and will also be responsible for ensuring that all signs comply with all laws and ordinances. Franchisee shall not display in or upon Franchisee's JUNK SHOT or DOORSTEP DETAILS business premises any sign or advertising of any kind to which Franchisor may object. Franchisee reserves the right to require Franchisee to update Franchisee's signage at any time at Franchisee's sole expense.

Franchisee shall conform to all quality and customer service standards prescribed by the Franchisor in writing.

Franchisee shall operate the Franchised Business so that it is clearly identified and advertised as a JUNK SHOT or DOORSTEP DETAILS franchise. The Franchisee will use the trademark "JUNK SHOT" or "DOORSTEP DETAILS" and the other Marks which now or hereafter may form a part of the System, on all signs, suppliers, business cards, uniforms, advertising materials, Technology platforms, signs and other articles in the identical combination and manner as the Franchisor may prescribe in writing and the Franchisee shall supply to the Franchisor samples and photographs of the same up on the Franchisor's request. The Franchisee will comply with all trademark, trade name, service mark and copyright notice marking requirements and the Franchisee will supply to the Franchisor samples or photographs upon Franchisor's request.

13.3. Ownership and Management

The Franchised Business shall, at all times, be under the direct supervision of Franchisee. The Designated Manager shall devote sufficient efforts to the management of the day-to-day operation of the Franchised Business, but not less than 35 hours per week, excluding vacation, sick leave and similar absences. Franchisee shall keep Franchisor informed, in writing, at all times of the identity of its Designated Manager. Franchisee must not engage in any business or other activities that will conflict with its obligations under this Agreement.

Franchisee shall maintain a competent, conscientious, and trained staff (who shall have been adequately trained by Franchisee) in numbers sufficient to service customers promptly and properly, including at least a manager or shift leader on duty at all times at which the Franchised Business is open (including daily Franchised Business opening and closing procedures), and shall take such steps as are necessary to ensure that its employees preserve good customer relations and comply with such dress code as Franchisor may prescribe. In addition, Franchisee and its employees shall handle all customer complaints, refunds, returns or other adjustments in accordance with Franchisor's policies as set forth in the Confidential Operations Manual or otherwise in writing. The parties acknowledge and agree that these requirements are necessary to preserve the goodwill identified by the Marks. The parties further acknowledge and agree that Franchisor neither dictates nor controls labor or employment matters for Franchisee or Franchisee's employees. Franchisee is exclusively responsible for hiring personnel, for determining the number of jobs offered or job vacancies to be filled, for determining and changing employee wages and benefits and work hours, and for disciplining and discharging Franchisee's employees. Franchisee is exclusively responsible for labor relations with your employees.

Franchisee acknowledges and agrees that Franchisee is solely responsible for all decisions relating to employees, agents, and independent contractors that you may hire to assist in the operation of the Franchised Business. Franchisee agrees that any employee, agent, or independent contractor that Franchisee hires will be Franchisee's employee, agent, or independent contractor, and not Franchisor's employee, agent, or independent contractor. Franchisee also agrees that Franchisee is exclusively responsible for the terms and conditions of employment of Franchisee's employees, including recruiting, hiring, firing, training, compensation, work hours and schedules, work assignments, safety and security, discipline, and

supervision. Franchisee agrees to manage the employment functions of the Franchised Business in compliance with federal, state, and local employment laws.

13.4. Days of Operation

Franchisee shall keep the Franchised Business open for business at least eight (8) hours per day, five (5) days per week as specified in the Confidential Operations Manual.

13.5. Certifications

You may be required to obtain licenses and certifications as we may specify, which you shall obtain within the time period we specify.

13.6. Licenses and Permits

Franchisee shall secure and maintain in force all required operational and professional licenses, permits and certificates necessary for the operation of the Franchised Business, including all zoning and local permits necessary to operate the Franchised Business from the principal residence of Franchisee or its Designated Manager, and shall operate the Franchised Business in full compliance with all applicable laws, ordinances and regulations. Franchisor makes no representation to Franchisee with regard to any legal requirements that Franchisee must satisfy or comply with in connection with the operation of the Franchised Business. Franchisee shall be solely responsible for investigating and complying with all such laws, ordinances and regulations with regard to the operation of the Franchised Business.

13.7. Notification of Proceedings

Franchisee shall notify Franchisor in writing of the commencement of any action, suit or proceeding involving Franchisee or the Franchised Business, and of the issuance of any order, writ, injunction, judgment, award or decree which may affect the operation or financial condition of the Franchised Business not more than five (5) days after notice of such commencement or issuance. Franchisee shall deliver to Franchisor not more than five (5) days after Franchisee's receipt thereof, a copy of any inspection report, warning, certificate or rating by any governmental agency relating to any health or safety law, rule, or regulation that reflects Franchisee's failure to meet and maintain the highest applicable rating or Franchisee's noncompliance or less than full compliance with any applicable law, rule or regulation.

13.8. Compliance with Good Business Practices

Franchisee acknowledges that the quality of customer service, and every detail of appearance and demeanor of Franchisee and its employees, is material to this Agreement and the relationship created and licenses granted hereby. Therefore, Franchisee shall endeavor to maintain high standards of quality and service in the operation of the Franchised Business, including operating in strict compliance with all applicable rules and regulations. Franchisee shall at all times give prompt, courteous and efficient service to customers of the Franchised Business. The Franchised Business shall in all dealings with its customers, vendors, Franchisor staff members, and the general public, adhere to the highest standards of honesty, fair dealing and ethical conduct. If Franchisor deems that Franchisee did not fairly handle a customer complaint or has operated outside of applicable rules and regulations, Franchisor has the right to intervene and satisfy the customer or resolve conflicts with vendors or others affected by Franchisee's conduct. Franchisor has the right to terminate this Agreement for violation of this Section 13.

13.9. Uniforms

Franchisee shall abide by all uniform and dress code requirements stated in the Confidential Operations Manual or otherwise. Uniforms must be purchased from an Approved Supplier, if such is designated, or if none, then a supplier who meets Franchisor's specifications and quality standards for uniforms. Beginning six (6) months after the Effective Date of this Agreement, the Franchisee shall sign up for a monthly laundered uniform service from one of our designated suppliers for each of Franchisee's Junk Shot and/or Doorstep Details locations the Franchisee operates. The Franchisee acknowledges and agrees

that the cost of such laundering service may vary depending on the number of employees that the Franchisee has and the quantity of uniforms that need the laundering service. It is Franchisee's sole obligation to provide clean laundered uniforms to its employees.

13.10. Credit Cards

Franchisee shall, at its expense, lease or purchase the necessary equipment and/or software and shall have arrangements in place with Visa, MasterCard, American Express and such other credit card issuers as Franchisor may designate, from time to time, to enable the Franchised Business to accept such methods of payment from its customers.

Franchisee shall accept debit cards, credit cards, stored value cards, and other non-cash systems (including, for example, APPLE PAY and/or GOOGLE WALLET) that Franchisor specifies periodically to enable customers to purchase authorized products, and to acquire and install all necessary hardware and/or software used in connection with these non-cash systems. Franchisee shall not accept any currency other than USD, and specifically is prohibited from accepting any cryptocurrency and tokens (including, but not limited to, BITCOIN). The parties acknowledge and agree that protection of customer privacy and credit card information is necessary to protect the goodwill of businesses operating under the Marks and System. Accordingly, Franchisee shall cause the Franchised Business to meet or exceed, at all times, all applicable security standards developed by the Payment Card Industry Standards Council or its successor and other regulations and industry standards applicable to the protection of customer privacy and credit card information. Franchisee is solely responsible for its own education concerning these regulations and standards and for achieving and maintaining applicable compliance certifications. Franchisee shall defend, indemnify, and hold Franchisor harmless from and against all claims arising out of or related to Franchisee's violation of the provisions of this Section 13.10.

13.11. E-Mail

Franchisee shall, at all times and at Franchisee's expense, maintain an e-mail address and account for communicating with Franchisor, per Franchisor's specifications. To the extent Franchisor provides franchisee emails, then Franchisee shall use the assigned email for all business purposes and shall respond to all emails within one (1) business day. Franchisee shall be provided one email address for the Franchised Business, and any additional e-mail addresses shall be subject to \$20 per additional email account per month. If our costs to provide this service increase, we reserve the right to pass through to you the actual increase in such costs.

13.12. Best Efforts and Minimum Performance Criteria

Franchisee shall use its best efforts to promote and increase the sales and recognition of services offered through the Franchised Business. Franchisee shall require all of Franchisee's employees, managers, officers, agents and representatives to make a good faith effort to enhance and improve the System and the sales of all products and services provided as part of the System. Franchisee shall aim to satisfy the respective Minimum Monthly Royalty Fees in Exhibit 1 and pursuant to Section 3.3 above. If such minimum performance criteria are not satisfied, Franchisor reserves the right to require the Owner and/or Designated Manager to attend enrichment training.

13.13. Non-Compliance; Quality Assurance Inspections; Mystery Shops.

Franchisor shall conduct period checks to determine whether Franchisee is in compliance with the System, and shall have the right to assess a non-compliance fee ("**Non-Compliance Fee**") against the Franchisee for any infractions. For a JUNK SHOT Franchised Business, an "infraction" means a failure to follow our standard operating procedures, as set out in our operations manual, or the terms of the Franchise Agreement. For a DOORSTEP DETAILS Franchised Business, an "infraction" means one of the following: 1) not completing delayed or daytime valet trash service for a multi-family community contract by 11:00 AM

local time, or 2) providing more than three delayed valet trash service across all your multi-family community contracts within one calendar month. The Non-Compliance Fee for a DOORSTEP DETAILS Franchised Business is subtracted from client invoice payments by us, and the remainder of the client invoice payment will be remitted to you, and for a JUNK SHOT Franchised Business, the Non-Compliance Fee is due to us upon demand. The Non-Compliance Fee is \$500 per infraction plus Franchisor's costs associated with the infraction.

Franchisor shall have the right to enter the Franchised Business Office during regular business hours for purposes of conducting quality assurance audits, including instituting a mystery shopper program, to assess customer satisfaction. During these inspections, Franchisor may obtain for testing purposes and without charge, reasonable information regarding services performed, including customer contact information. Such quality assurance audits and mystery shops may be conducted by Franchisor personnel, and Franchisor reserves the right to charge \$300 per quality assurance inspection if performed by the Franchisor, or actual costs of a mystery shop plus Franchisor's reasonable administrative expenses, up to \$300, associated with the same. At Franchisor's request, you shall engage one or more third party service providers, which may be designated by Franchisor, to provide periodic quality assurance audits and/or mystery shops at your sole cost and expense.

Franchisor may also contact suppliers and obtain information about Franchisee purchases and the status of Franchisee's account. Upon termination or expiration, Franchisor can stop access to our proprietary products from any supplier or distributor.

13.14. Other Franchisee's Employees

Franchisee is not prohibited from soliciting or hiring other JUNK SHOT or DOORSTEP DETAILS franchisee's employees. If Franchisee employs another JUNK SHOT OR DOORSTEP DETAILS franchisee's employee who has attended Franchisor's training within 12 months of the hire date with Franchisee, Franchisee shall pay to the other franchisee the then-current training fee of Franchisor plus the other franchisee's actual costs for sending its employee to training, including but not limited to travel costs, lodging, wages, and food.

13.15. Legal Compliance

In addition to complying with its obligations under this Agreement, Franchisee shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances, and orders. Such laws, rules, regulations, ordinances, and orders vary from jurisdiction to jurisdiction and may be amended or implemented or interpreted in a different manner from time to time. It is Franchisee's sole responsibility to apprise itself of the existence and requirements of all such laws, rules, regulations, ordinances, and orders and to adhere to them at all times during the term of this Agreement. Failure to comply with applicable federal, state, and local laws, rules, regulations, ordinances, and orders is a material breach of this Agreement and Franchisor reserves the right to terminate this Agreement immediately for cause and without an opportunity to cure.

13.16. Data Security and Privacy

Franchisee must comply with all applicable federal, state and local laws, rules, and regulations regarding data security, protection, and privacy, including, without limitation and if applicable, the California Consumer Privacy Act ("CCPA"), Cal. Civ. Code § 1798.100, et seq. Franchisee must comply with any privacy policies, data protection policies, and breach response policies that Franchisor periodically may establish. Franchisee must notify Franchisor immediately regarding any actual or suspected data breach at or in connection with the Franchised Business. Further, whenever and to the extent Franchisee operates as a "Service Provider" under the CCPA or in a similar capacity under any other applicable federal, state, or local privacy law, Franchisee represents, warrants, and covenants that:

(a) Franchisee will not sell, make available or otherwise disclose any customer's "Personal Information" (as defined in the CCPA) to any third party for valuable consideration;

(b) Franchisee will retain, use, or disclose Personal Information only for the specific purpose of performing the services specified in this Agreement, and not any commercial or noncommercial purpose other than providing the services specified in this Agreement;

(c) Franchisee will not retain, use, or disclose Personal Information outside of the direct business relationship between Franchisee and Franchisor;

(d) Franchisee will delete any Personal Information upon Franchisor's request unless Franchisee can prove that such request is subject to an exception under applicable law; and

(e) Franchisee certifies that it understands and will fully comply with the restrictions of this section. Franchisee also acknowledges and agrees that Franchisor may modify the restrictions by written notice to Franchisee, including adding other similar privacy restrictions that may be required under other federal, state, or local privacy laws.

13.16. Customer List

Franchisee agrees that the list of the names, addresses and other information regarding Franchisee's current clients, former clients, and those who have inquired about the Services (the "Customer List") shall be included in the Confidential Information, shall be the property of Franchisor, and shall constitute a trade secret of Franchisor. Franchisee agrees that Franchisee may not disclose the Customer List, or any portion thereof, to any person other than the Franchisor, either during the term of this Agreement or thereafter, and may not use the Customer List for any purpose outside the operation of the Franchised Business.

13.17. Business and Customer Data

In this Section "Customer Data" means Personal Information, sales and payment history, and all other information about any person or entity the Franchised Business has serviced, wherever stored, including data regarding customers of businesses converted as a Franchised Business, and any other information that, by itself or in conjunction with other information, may be used to specifically identify an individual, such as name, physical address, telephone number, e-mail address, social media account, billing and payment history, customer service requests, and any other Information as defined in applicable law, and "Business Data" means all financial reports, vendor and supplier pricing data, and all other data about the Franchised Business other than Customer Data. Franchisee acknowledges and agrees that:

(a) We have the right to independently access all Business Data, wherever maintained. Franchisor also has the right to require Franchisees to deliver Business Data to Franchisor. Franchisor has the right to use (and to authorize others to access and use) Business Data to, among other uses: (i) verify sales, (ii) monitor progress of its franchisee, including compliance with Minimum Performance Requirements; (iii) prepare a financial performance representation for Franchisor's Franchise Disclosure Document; and (iv) share vendor and supplier pricing data with its affiliates.

(b) Franchisor owns and has the right to access all Customer Data, in whatever form existing, and wherever stored. Because we own the Customer Data, including Personal information, we can share it with our affiliates, service providers, contracted third parties, or any other person, for any purpose, without notifying or compensating you, both during and after this Agreement, including for the performance of services the Franchisor or its parents or affiliates, as well as for marketing and cross-selling products and services of any of the foregoing parties. Whenever we request, and without request upon termination or expiration of this Agreement, you are required to promptly deliver to Franchisor all Customer data in your possession or control, without retaining any of Customer Data in any media. You may not sell or disclose to anyone else any Personal Information or aggregated or non-aggregated Customer Data without first obtaining our written consent. In the event of an approved sale of the Franchised Business to a new owner who will continue to operate the Franchised Business under an agreement with us, you may not transfer the

Customer Data to the new owner. You agree to install and maintain the security measures and devices necessary to protect Customer Data from unauthorized access or disclosure, including (but not limited to) the minimum measures pursuant to Section 13.16.

13.18. Compliance with Brand Standards

In order to protect the reputation and goodwill of Franchisor's brands and to maintain high standards of operation under the System, you agree to comply strictly with all of our required "Brand Standards". You acknowledge that the Brand Standards may relate to any aspect of the appearance, operation, and marketing of the Franchised Business. Any material failure to comply with the required Brand Standards or to pass our inspection will constitute a material breach of this Agreement. However, you acknowledge that we have the right to vary our standards and specifications to accommodate the individual circumstances of different franchisees. Franchisor's specifications do not constitute a warranty or representation, express or implied, as to quality, safety, suitability, fitness for a particular purpose or any manner. We will not be liable to you or others on account of the designation of Brand Standards for the operation of the Franchised Business under the System.

13.19. Technology Disruptions

You acknowledge and agree that you are solely responsible for protecting your Franchised Business from computer viruses, bugs, power disruptions, communication line disruptions, Internet access failures, Internet content failures, date-related problems, and attacks by hackers and other unauthorized intruders. You must follow all federal, state, and local law regarding protecting consumer information, and protocols in the event of a breach of your security systems.

13.19.1 Consistent with the foregoing, among other things, Franchisor reserves the right periodically to undertake technology initiatives, the purpose of which would be enhance the technology associated with the franchise system including, without limitation, enhanced internet capability, use of proprietary digital applications and enhanced support services. Although we cannot estimate the future costs of the Computer System or required service or support, and although these costs might not be fully amortizable over the remaining term of this Agreement, Franchisee agrees to incur the costs of obtaining the computer hardware and software comprising the Computer System (or additions or modifications) and required service or support. Franchisor has no obligation to reimburse Franchisee for any Computer System costs. As otherwise permitted in this Agreement, Franchisor may access the Computer System and retrieve all pertinent information relating to the operation of the business in areas that we have the ability to control and/or remedy.

13.19.2 Notwithstanding the fact that Franchisee must purchase, use, and maintain the Computer System consistent with our standards and specifications, Franchisee will have sole and complete responsibility for: (1) the acquisition, operation, maintenance, updates and upgrading of the Computer System, including compliance with the standards that Franchisor periodically requires; (2) the manner in which your Computer System interfaces with our computer system and those of other third parties; (3) the installation, maintenance and support of the Computer System, although Franchisor may from time to time require or recommend third parties to provide these functions; and (4) any and all consequences that may arise if the Computer System is not properly operated, maintained and upgraded, including but not limited to virus and spyware issues.

13.19.3 All of your Computer Systems must be compliant with all applicable laws, regulations, and commonly accepted industry standards, including without limitation those laws, regulations, and commonly accepted industry standards relating to privacy, data security, and the processing and protection of confidential personal information, including without limitation the Payment Card Industry Data Security Standards and all other standards applicable to electronic payments that may be published from time to time by payment card companies.

13.20 National Accounts Program

Franchisor, from time to time, may solicit and obtain from National Accounts certain projects that may be located anywhere, including your Territory. Franchisor reserves the right, to enter into agreements with specific regional or national customers in order to establish a National Account, in any area, including in the Territory.

If Franchisor obtains a National Accounts project in the Territory, Franchisor may, but is not obligated to, offer the project to you for execution and completion. If Franchisor makes such an offer, you agree to service the National Account under the same terms, pricing, and provisions negotiated for the National Account. Under certain circumstances if Franchisor determines in its sole discretion that Franchisee is not capable of servicing the National Account, or if the volume of services exceeds demand at the time, Franchisor may authorize other JUNK SHOT/DOORSTEP DETAILS franchisees or other qualified third-parties to provide the services to the National Account in Franchisee's Territory.

Franchisor retains all rights to the projects of National Accounts, including invoicing, processing, and making disbursements related to the National Accounts projects. If you choose to participate in the National Accounts program, and if you successfully complete a project of a National Accounts program in your Territory, Franchisor shall make the appropriate disbursement to you minus 15% of the Gross Revenues or any other amount, or method as designated at the sole discretion of Franchisor pursuant to the terms of specific National Account derived from the National Accounts project. National Accounts Program fee as determined by Franchisor a portion of the Gross Revenue, subject to increase or otherwise as determined in Franchisor sole discretion, based on the National Accounts projects obtained and for administrative costs related to the project. This amount shall be in addition to the Monthly Royalty Fees collected and must be paid in the same manner and time as the Royalty Fee paid pursuant to this Agreement.

If, before commencement of the National Accounts project, you refuse to or is unable to (per Franchisor sole discretion) perform a National Accounts project, Franchisor retains the full right to assign the project to any other JUNK SHOT/DOORSTEP DETAILS franchisee or to its affiliate. If you accept a project but are unable to complete the National Accounts project for any reason, you shall reimburse Franchisor for any costs Franchisor has expended on the project and any other expenses Franchisor bears in reassigning the project to another franchisee or its affiliate.

You shall not be awarded finder's fees or any other compensation for National Accounts projects that are completed in the Territory.

On all National Account projects, you expressly agree and shall be responsible for reimbursing the end client due to any dispute or customer service complaint. You shall make such reimbursements within thirty (30) days, after you are served a valid claim from the customer. In the event you fail to make such reimbursements as required hereunder, Franchisor may make such reimbursements and charge you for the out of pocket cost incurred by Franchisor.

14. FRANCHISOR'S ADDITIONAL OPERATIONS ASSISTANCE

14.1. General Advice and Guidance

Franchisor shall be available to render advice, discuss problems and offer general guidance to Franchisee during normal business hours by telephone, e-mail, facsimile, newsletters, and other methods. Franchisor shall not charge for this service; however, Franchisor retains the right to refuse or charge a fee for this service should Franchisee be deemed by Franchisor to be utilizing this service too frequently or in an unintended manner. Franchisor's advice or guidance to Franchisee relative to prices for products and services that, in Franchisor's judgment, constitutes good business practice is based upon the experience of Franchisor and its franchisees in operating a Franchised Business and an analysis of costs and prices charged for competitive products and services. Franchisee shall have the sole right to determine the prices to be charged by the Franchised Business; provided, however, that Franchisor shall have the sole right to determine the prices to be charged for products sold through the JUNK SHOT or DOORSTEP DETAILS Internet site, including products sold to persons identified as customers of the Franchised Business.

14.2. Periodic Visits

Franchisor or Franchisor's representative shall make periodic visits, which may be announced or unannounced, to the Franchised Business for the purposes of consultation, assistance, and guidance with respect to various aspects of the operation and management of the Franchised Business. Franchisor may also accompany Franchisee and/or Franchisee's employees along any job site visits, in order to monitor all business practices and better render any advice or opinions. Franchisor and Franchisor's representatives who visit the Franchised Business or accompany Franchisee and/or Franchisee's employees along job site visits may prepare, for the benefit of both Franchisor and Franchisee, written reports detailing any problems or concerns discovered during any such visit and outlining any required or suggested changes or improvements in the operations of the Franchised Business. A copy of any such written report may be provided to Franchisee. Franchisee shall implement any required changes or improvements as required by Franchisor with time being of the essence.

14.3 Customer Complaints

Franchisee agree to promptly address all complaints in accordance with the procedures contained in the Operations Manual or as otherwise provided by the Franchisor. If Franchisee is unable or unwilling to resolve a customer complaint within forty-eight (48) hours, and it becomes necessary for Franchisor to reimburse a customer in settlement of his or her complaint about work performed at or by your Junk Shot and/or DoorStep Business, Franchisee agrees to promptly reimburse Franchisor for amounts expended on account of any such complaint. Franchisee obligations and liabilities under this Section shall survive any termination or expiration of this Agreement.

15. INSURANCE

15.1. Types and Amounts of Coverage

At its sole expense, Franchisee shall procure within sixty days of the Effective Date, and maintain in full force and effect during the term of this Agreement, insurance as required by state law and as we specify below. All policies (except any workers' compensation insurance) shall expressly name Franchisor as an additional insured – grantor of franchise and loss payee and all shall contain a waiver of all subrogation rights against Franchisor and its successors and assigns. In addition to any other insurance that may be required by applicable law, or by lender or lessor, Franchisee shall procure:

15.1.1. "All risk" property insurance coverage on all assets including inventory, furniture, fixtures, equipment, supplies and other property used in the operation of the Franchised Business. Franchisee's property insurance policy shall include coverage for fire, vandalism and malicious mischief and must have coverage limits of at least full replacement cost;

15.1.2. Workers' compensation insurance as required by state law and employer liability coverage with a minimum limit of \$100,000 per incident and \$500,000 for the policy limit. Worker's compensation waiver of subrogation in favor of Franchisor must be included and a blanket form is acceptable;

15.1.3. Comprehensive general liability insurance against claims for bodily and personal injury, death and property damage caused by, or occurring in conjunction with, the operation of the Franchised Business, or Franchisee's conduct of business pursuant to this Agreement, with a minimum liability coverage of \$1,000,000 per occurrence and an aggregate limit of \$2,000,000. General liability must be primary and non-contributory with any other insurance. General liability waiver of subrogation in favor of Franchisor must be included and a blanket form is acceptable;

15.1.4. Business interruption insurance in with a minimum coverage of \$100,000;

15.1.5. Automobile liability insurance for owned or hired vehicles, with a combined single limit of at least \$1,000,000;

15.1.6. Grantor of Franchise Endorsement on each insurance policy as per CG209 (or an endorsement from with comparable working);

15.1.7 Umbrella liability insurance providing coverage with limits of not less than \$1,000,000 in excess of the employer's liability, general liability, and automobile liability coverage; and

15.1.8. Such insurance as necessary to provide coverage under the indemnity provisions set forth in Section 21.3.

Franchisor reserves the right to require Franchisee to obtain insurance policies to protect against cybersecurity threats, and accordingly, to require that Franchisor is named as additional insured on these cybersecurity insurance policies. Franchisor's insurance requirements, including types of coverages and amount may change over time.

Franchisee must identify Franchisor as an additional insured – grantor of franchise on a primary/non-contributory basis with a waiver of subrogation in Franchisor's favor, and loss payee on insurance policies that Franchisee purchases.

Franchisee acknowledges that the foregoing minimum insurance requirements do not constitute advice or a representation that such coverages are necessary or adequate to protect Franchisee from losses in connection with the Center. Nothing in this Agreement prevents or restricts Franchisee from acquiring and maintaining insurance with higher policy limits or lower deductibles than Franchisor requires.

15.2. Future Increases

Franchisor has the right to reasonably increase the minimum liability protection requirement annually and require different or additional insurance coverage(s) to reflect inflation, changes in standards of liability, future damage awards or other relevant changes in circumstances.

15.3. Carrier Standards

Such policies shall be written by an insurance company licensed in the state in which Franchisee operates and having at least an "A" Rating Classification as indicated in the latest issue of A.M. Best's Key Rating Guide.

15.4. Evidence of Coverage

Franchisee's obligation to obtain and maintain the foregoing policies shall not be limited in any way by reason of any insurance which may be maintained by Franchisor, nor shall Franchisee's performance of this obligation relieve it of liability under the indemnity provisions set forth in Section 21.3. Franchisee shall provide to Franchisor proof of the endorsements along with insurance certificates and/or other proof of coverage to Franchisor requires. Upon issuance of a policy and renewal of said policy, Franchisee shall provide to Franchisor, certificates of insurance showing compliance with the foregoing requirements within fifteen days of Franchisee's receipt of such certificates. Such certificates shall state that said policy or policies shall not be canceled or altered without at least thirty (30) days' prior written notice to Franchisor and shall reflect proof of payment of premiums.

15.5. Failure to Maintain Coverage

Should Franchisee not procure and maintain insurance coverage as required by this Agreement, Franchisor has the right (but not the obligation) to immediately procure such insurance coverage and to charge the premiums to Franchisee, which charges, together with a reasonable fee for expenses incurred by Franchisor in connection with such procurement, shall be payable by Franchisee immediately upon notice.

16. DEFAULT AND TERMINATION

16.1. Automatic Termination

The Franchise Agreement will terminate automatically, without notice, if Franchisee becomes insolvent (meaning unable to pay bills in the ordinary course of business as they become due); if a receiver of Franchisee's property or any part thereof is appointed by a court; if Franchisee makes a general assignment for the benefit of its creditors; if a final judgment against Franchisee remains unsatisfied of record for thirty (30) days or longer (unless *supersedeas* bond is filed); if execution is levied against Franchisee's business or property; or if a suit to foreclose any lien or mortgage against Franchisee's Franchised Business Office or equipment is instituted against Franchisee and not dismissed within thirty (30) days or is not in the process of being dismissed.

16.2. Termination by Franchisor

16.2.1. The following constitute incurable defaults under the Franchise Agreement. If any of the following occur, Franchisor shall have the right to terminate this Agreement, without providing Franchisee an opportunity to cure. Termination shall be effective upon delivery of notice of termination.

16.2.1.1. Franchisee fails to timely establish, equip, and commence operations of the Franchised Business pursuant to Section 5;

16.2.1.2. Franchisee fails to have its Designated Manager satisfactorily complete any training program pursuant to Section 8;

16.2.1.3. Franchisee fails to maintain all required professional licenses, permits and certifications for a period exceeding five (5) business days;

16.2.1.4. Franchisee made any material misrepresentation or omission in its application for the Franchise or otherwise to Franchisor in the course of entering into this Agreement;

16.2.1.5. Franchisee is convicted of or pleads no contest to a felony or other crime or offense that is likely to adversely affect the reputation of Franchisor, Franchisee or the Franchised Business;

16.2.1.6. Franchisee, after notice to cure, fails to refrain from activities, behavior or conduct likely to adversely affect the reputation of Franchisor, Franchisee or the Franchised Business;

16.2.1.7. Franchisee discloses, duplicates or otherwise uses in an unauthorized manner any portion of the Confidential Operations Manual, Trade Secrets or any other Confidential Information;

16.2.1.8. If required by Franchisor, Franchisee fails to have any holder of a legal or in Franchisee (and any member of their immediate families or households), and any officer, director, executive, manager or member of the professional staff and all employees of Franchisee, execute a nondisclosure and non-competition agreement, in a form the same as or similar to the Nondisclosure and Non-Competition Agreement attached as Exhibit 2, upon execution of this Agreement or prior to each such person's affiliation with Franchisee or fails to provide Franchisor with copies of all nondisclosure and non-competition agreements signed pursuant to Section 7.4 if requested by Franchisor;

16.2.1.9. Franchisee abandons, fails or refuses to actively operate the Franchised Business for five (5) or more consecutive days (unless the Franchised Business has not been operational for a purpose approved by Franchisor);

16.2.1.10. Franchisee surrenders or transfers control of the operation of the Franchised Business without Franchisor's approval, makes or attempts to make an unauthorized direct or indirect assignment of the Franchise or an ownership interest in Franchisee, or fails or refuses to assign the Franchise or the interest in Franchisee of a deceased or incapacitated owner thereof as herein required;

16.2.1.11. Franchisee fails to maintain the Franchised Business under the primary supervision of a Designated Manager during the one hundred eighty (180) days following the death or Incapacity of Franchisee or any holder of a legal or beneficial interest in Franchisee pursuant to Section 18.6;

16.2.1.12. Franchisee submits to Franchisor on two (2) or more separate occasions at any time during the term of the Franchise any reports or other data, information or supporting records that understate any Royalty Fee or any other fees owed to Franchisor by more than three percent (3%) for any accounting period and Franchisee is unable to demonstrate that such understatements resulted from inadvertent error;

16.2.1.13. Franchisee misuses or makes an unauthorized use of any of the Marks or commits any other act which can reasonably be expected to impair the goodwill associated with any of the Marks;

16.2.1.14. Franchisee fails on two (2) or more separate occasions within any period of twelve (12) consecutive months to submit reports or other information or supporting records when due, to pay any Royalty Fee, Marketing Fee, amounts due for purchases from Franchisor and any Affiliate, or other payment when due to Franchisor or any Affiliate, whether or not such failures to comply are corrected after notice thereof is delivered to Franchisee;

16.2.1.15. Franchisee violates on two (2) or more occasions any health or safety law, ordinance or regulation, or operates the Franchised Business in a manner that presents a health or safety hazard to its customers, employees or the public;

16.2.1.16. Franchisee fails to comply with any provision of this Agreement two or more times in a twelve-month period, whether or not cured, or if you fail on 2 or more separate noticed occasions to comply with the same obligation, whether or not those failures to comply are subsequently corrected.; or

16.2.1.17. Franchisee defaults under any other agreement between Franchisor (or any Affiliate) and Franchisee, such that Franchisor or its Affiliate, as the case may be, has the right to terminate such agreement or such agreement automatically terminates.

16.2.2. The following constitute curable defaults under the Franchise Agreement. If any of the following occur, Franchisor shall have the right to terminate this Agreement, if you fail to cure during the requisite cure period after receiving notice. Termination shall be effective upon delivery of notice of termination.

16.2.2.1. Franchisee engages in any activity exclusively reserved to Franchisor, and fails to cure such offending activity within five (5) days after delivery of written notice;

16.2.2.2. Franchisee fails to comply with any applicable law or regulation, and fails to cure such failure within ten (10) days after delivery of written notice;

16.2.2.3. Franchisee fails to pay any amounts due under this Agreement, and fails to cure such default within five (5) days after delivery of written notice default;

16.2.2.4. Franchisee fails to procure or maintain insurance as specified in Section 15 of this Agreement, and fails to cure such default within ten (10) days after delivery of written notice of default; or

16.2.2.5. Franchisee materially breaches any other provision of this Agreement, and fails to cure such default within thirty (30) days after delivery of written notice of default.

16.2.3. If provisions of this Agreement provide for periods of notice less than those required by applicable law, or provide for termination, cancellation or non-renewal other than in accordance with applicable law, Franchisor may reinstate or extend the term of this Agreement for the purpose of complying with applicable law by submitting a written notice to Franchisee without waiving any of Franchisor's rights under this Agreement.

16.3. Termination by Franchisee

If Franchisee is in full compliance with all of the terms of this Agreement and Franchisor materially breaches this Agreement and fails to commence reasonable efforts to cure such breach within thirty (30) days after receiving written notice identifying the claimed breach, Franchisee may elect to terminate this Agreement unless the breach cannot reasonably be cured within such thirty (30) days. If the breach cannot reasonably be cured in such thirty (30) days, Franchisee may elect to terminate this Agreement only if Franchisor does not promptly undertake and continue efforts to cure such material breach within a reasonable period of time and furnish Franchisee reasonable proof of such efforts.

16.4. Alternate Remedies

16.4.1. Prior to the termination of this Agreement, if you fail to pay any amounts owed to us or our affiliates or fail to comply with any term of this Agreement, then in addition to any right we may have to terminate this Agreement or to bring a claim for damages, we will have the right to take the actions set out below and continue them until you have cured the default to our satisfaction. The taking of any of the actions permitted in this Section 16.4 will not suspend or release you from any obligation that would otherwise be owed to us or our affiliates under the terms of this Agreement. We may:

- (a) Remove the listing of the Franchised Business from all advertising published or approved by us, including but not limited to online directories, forums, social media, and indexing websites;
- (b) Prohibit you from attending any meetings or seminars held or sponsored by us or taking place on our premises;
- (c) Suspend access to the call center, the franchisee portal, and any technology systems we provide to you;
- (d) Suspend services provided to you by us or our affiliates under this Agreement, including but not limited to inspections, training, marketing assistance, and the sale of products and supplies;
- (e) Cease listing your Franchised Business on any Technology Platforms;
- (f) Terminate the Franchisee's access to any computer system or software Franchisor own, maintain or license to the Franchisee (whether licensed by the Franchisor or its affiliates);
- (g) Contact the Franchisee's landlord, lenders, suppliers, and member regarding the status of the Franchisee's operations, and provide copies of any default or other notices to the Franchisee's landlords, lenders and suppliers.
- (h) In addition, if the Franchisee notify the Franchisor that the Franchisee is closing the Franchised Business or otherwise communicate to others that the Franchisee is closing the Franchised Business, the Franchisee agrees that the Franchisee's billing processor may withhold up to one-half (1/2) of monies that would otherwise be payable to the to cover any post termination obligations the Franchisee may have, including to reimburse future membership fees paid by the Franchisee members for periods beyond the closing date.
- (i) the Franchisor's actions as outline in Section 16.4 may continue until the Franchisee has brought the accounts current, cured any default and complied with the Franchisor's requirements, and the Franchisee has acknowledged the same in writing, The taking of any of the actions permitted in this section will not suspend or release the Franchisee from any obligation that would otherwise be owed to the Franchisor or its affiliates under the terms of this Agreement or otherwise.

16.4.2. Franchisor expects that the Franchised Business will be open and operating for the full term of the Agreement. If, prior to the Expiration Date, Franchisee terminates this Agreement for any reason or if Franchisor terminates this Agreement on account of Franchisee's material default hereof, the parties acknowledge and agree that Franchisor will suffer damages for the loss of the benefit bargained for in this Agreement and irreparable damage to the integrity of the franchise system. The parties acknowledge and

agree that early termination reduces revenue and damages the goodwill with the public. The parties further acknowledge and agree that calculating the value and expense of this injury is difficult to determine and may be hard to calculate with specificity. Therefore, the parties have elected to agree in advance to calculation of liquidated damages pursuant to this Section 16.4 to compensate Franchisor for its injury and to provide certainty to Franchisee of the amounts due. As compensation for these damages Franchisor shall be entitled to collect from Franchisee, in addition to all other amounts due Franchisor (including, without limitation, the Final Payment described in Section 17.2), liquidated damages calculated as an amount equal the average monthly Royalty Fee during the immediately prior 12-month period times the lesser of (a) the remaining term in months; or (b) 24 months. The parties acknowledge and agree that foregoing calculation represents reasonable compensation for the harm, and does not constitute a penalty.

16.5 Step In Rights.

To prevent any interruption of the business of the Franchised Business, you hereby authorize Franchisor, and Franchisor shall have the right, but not the obligation, to operate the Franchised Business on your behalf for as long as Franchisor deems necessary and practical, and without waiver of any other rights or remedies Franchisor may have under this Agreement, in the event that: **(a)** your Owner or Designated Manager is absent or incapacitated by reason of illness, death or disability and, therefore, in Franchisor's sole determination, you are not able to operate the Franchised Business in full compliance with this Agreement, **(b)** any allegation or claim is made against your or any of your principals, or the operation of the Franchised Business, involving or relating to fraudulent, deceptive or illegal practices or activities, and/or **(c)** due to your failure to operate in accordance with our System. If Franchisor undertakes to operate the Franchised Business pursuant to this Section 16.5, Franchisor shall have the right to collect and pay from the revenues of the Franchised Business all operating expenses including, without limitation, Royalty Fees, Marketing Fees, Technology Fees, and employee salaries, and further shall be entitled to collect, as compensation for its efforts, a reasonable management fee not to exceed \$300 per day, plus out-of-pocket expenses, travel, food, and lodging expenses for Franchisor's personnel (collectively, "**Management Fee**"). If the Management Fee has not been collected from the revenues of the Franchised Business, the Management Fee shall be payable to Franchisor within seven days of invoice. You shall indemnify and hold harmless Franchisor from any and all claims arising from the alleged acts and omissions of Franchisor and its representatives.

17. RIGHTS AND DUTIES UPON EXPIRATION OR TERMINATION

17.1. Actions to be Taken

Except as otherwise provided herein, upon termination or expiration, this Agreement and all rights granted hereunder to Franchisee shall terminate and Franchisee shall:

17.1.1. Immediately cease to operate the Franchised Business and shall not thereafter, directly or indirectly, represent to the public or hold itself out as a present or former franchisee of Franchisor;

17.1.2. Cease to use the Trade Secrets or other Confidential Information, the System and the Marks including, without limitation, all slogans, symbols, logos, advertising materials, stationery, forms and any other items which display or are associated with the Marks, and Franchisee will immediately return the Customer List to Franchisor, and shall not thereafter use the Customer List or contact such customers for any reason;

17.1.3. Take such action as may be necessary to cancel or assign to Franchisor, at Franchisor's option, any assumed name or equivalent registration filed with state, city or county authorities which contains the name JUNK SHOT, DOORSTEP DETAILS, or any other Mark, and Franchisee shall furnish Franchisor with evidence satisfactory to Franchisor of compliance with this obligation within thirty (30) days after termination or expiration of this Agreement;

17.1.4. Pay all sums owing to Franchisor and any Affiliate, including amounts due under Section 17.2, below. In the event of termination for any default of Franchisee, such sums shall include, but not be limited to, all damages, costs and expenses, including reasonable attorneys' fees, with respect to litigation, arbitration, appellate or bankruptcy proceedings, unpaid Royalty Fees, and any other amounts due to Franchisor or any Affiliate;

17.1.5. Pay to Franchisor all costs and expenses, including reasonable attorneys' fees, incurred by Franchisor subsequent to the termination or expiration of the Franchise in obtaining injunctive or other relief for the enforcement of any provisions of this Agreement;

17.1.6. Immediately return to Franchisor the Confidential Operations Manual, Trade Secrets and all other Confidential Information including records, files, instructions, brochures, agreements, referral contact list, disclosure statements and any and all other materials provided by Franchisor to Franchisee relating to the operation of the Franchised Business (all of which are acknowledged to be Franchisor's property);

17.1.7. Assign all of Franchisee's email addresses, any websites, and telephone listings and numbers for the Franchised Business to Franchisor and shall notify the telephone company and all listing agencies of the termination or expiration of Franchisee's right to use any telephone numbers or facsimile numbers associated with the Marks and shall authorize transfer of same to or at the direction of Franchisor; and

17.1.8. Comply with all other applicable provisions of this Agreement.

17.2. Final Payment; Remedies

17.2.1. Within thirty (30) days following expiration or termination of this Agreement, Franchisee shall pay to Franchisor a final payment ("**Final Payment**") in an amount calculated as the product of Franchisee's Accounts Receivable (defined below), multiplied by 70%, multiplied by 9%. Such amount is payable in lieu of the Royalty Fees and Marketing Fees that would otherwise be payable on Gross Revenue after the date of expiration or termination and is not in lieu of any liquidated damages for early termination or breach of the Franchise Agreement. The parties acknowledge and agree that the Final Payment represents a reasonable estimation of future Gross Revenue on Franchisee's accounts receivable, and is not a penalty. "**Accounts Receivable**" for purposes of this provision means amounts due Franchisee for services performed prior to expiration or termination.

17.2.2. To secure payment of the Final Payment and all other amounts due under this Agreement, Franchisee hereby grants to Franchisor a security interest in, and collaterally assigns to Franchisor all of its rights and interests to, Franchisee's Accounts Receivable and the proceeds thereof. If Franchisor exercises its rights under this Section 17.2.2, Franchisor shall have the exclusive right to contact Franchisee's customers for collection purposes, and do all other things appropriate or necessary to collect the Accounts Receivable. Franchisor shall have the right to retain from collected amounts 9% of the Gross Revenue, representing Royalty fees and Marketing Fees due and owing thereon, and to reimburse itself all collection costs including, without limitation, collection agency fees, attorneys' fees, and court costs. Collection costs will be determined in the aggregate, without allocation to specific collected amounts.

17.3. Restrictive Covenants

17.3.1. Franchisee acknowledges that the restrictive covenants contained in this Section 17 and in Section 7 are fair and reasonable and are justifiably required for purposes including, but not limited to, the following:

17.3.1.1. To protect the Trade Secrets, Goodwill, and Confidential Information of Franchisor;

17.3.1.2. To induce Franchisor to grant a Franchise to Franchisee;

17.3.1.3 To protect Franchisor's contractual relationships with other franchise; and

17.3.1.4. To protect Franchisor against its costs in training Franchisee and its officers, directors, executives, professional staff and Designated Managers.

17.3.2. Except as otherwise approved in writing by Franchisor, neither Franchisee, nor any holder of a legal or beneficial interest in Franchisee, nor any officer, director, executive, manager, or member of the professional staff of Franchisee, shall, for a period of two (2) years after the expiration or termination of this Agreement, regardless of the cause of termination, either directly or indirectly, for themselves or through, on behalf of or in conjunction with any person or entity:

17.3.2.1. (a) own an interest in, manage, or operate any Competitive Business in the former Territory, within twenty-five (25) miles from the perimeter of the former Territory, or within twenty-five (25) miles from the perimeter of any other JUNK SHOT or DOORSTEP DETAILS business; or (b) perform Competitive Services in the former Territory, within twenty-five (25) miles from the perimeter of the former Territory, or within twenty-five (25) miles from the perimeter of any other JUNK SHOT or DOORSTEP DETAILS business or territory;

17.3.2.2. Solicit or otherwise attempt to induce or influence any customer or other business associate of Franchisor and or JUNK SHOT and/or DOORSTEP DETAILS franchisees to terminate or modify his, her or its business relationship with JUNK SHOT or DOORSTEP DETAILS or to compete against Franchisor; or

17.3.3 In furtherance of this Section 17, Franchisor has the right to require certain individuals to execute standard form nondisclosure or non-competition agreements in a form the same as or similar to the Nondisclosure and Non-Competition Agreement attached as Exhibit 2.

17.3.4 The two-year period shall be tolled during any event of non-compliance.

17.4. Unfair Competition

If Franchisee operates any other business, Franchisee shall not use any reproduction, counterfeit, copy or colorable imitation of the Marks, either in connection with such other business or the promotion thereof, that is likely to cause confusion, mistake or deception, or that is likely to dilute Franchisor's rights in the Marks. Franchisee shall not utilize any designation of origin, description or representation that falsely suggests or represents an association or connection with Franchisor. This Section 17 is not intended as an approval of Franchisee's right to operate other businesses and in no way is it intended to contradict Sections 7, 17.1, or 17.3. Franchisee shall make such modifications or alterations to the Franchised Business Office (including changing telephone and facsimile numbers) immediately upon termination or expiration of this Agreement as may be necessary to prevent any association between Franchisor or the System and any business subsequently operated by Franchisee or others at the Franchised Business Office. Franchisee shall make such specific additional changes to the Franchised Business Office as Franchisor may reasonably request for that purpose including, without limitation, removal of all physical and structural features identifying or distinctive to the System. If Franchisee fails or refuses to comply with the requirements of this Section 17, Franchisor has the right to enter upon the Franchised Business Office for the purpose of making or causing to be made such changes as may be required, at the expense of Franchisee, which expense Franchisee shall pay upon demand.

17.5. Franchisor's Option to Purchase Certain Business Assets/Assumption of Lease

Franchisor shall, within thirty (30) days following the expiration or termination of this Agreement for any reason (other than for renewal of the Franchise), have the option, at our sole judgment, to purchase all or any portion of the assets of the Business and any other materials, equipment or supplies bearing our Marks, and to have Franchisee assign and transfer the Business lease for the premises to Franchisor. Our purchase price for the portion of your inventory or supplies purchased directly from the Franchisor or any of our affiliates shall be at Franchisee cost. Franchisor purchase price for the remaining inventory,

equipment, parts, fixtures and furnishings utilized by Franchisee in the operation of the Business shall be the fair wholesale market value thereof. In addition, Franchisor shall be permitted to deduct and withdraw from the purchase price to be paid to Franchisee for any such items, all sums due and owed to us. In determining the fair market value of such items, the parties shall exclude any factor or increment for goodwill or going-concern value. Except as provided below, the purchase price will be paid in cash at the closing of any such purchase which will occur no less than thirty (30) days from the date of exercise of this option.

If the parties are unable to reach agreement as to the fair market value of the assets of the Business to be purchased by Franchisor, the parties hereby agree to appoint an independent appraiser to make such determination, whose determination will be binding upon the parties. The fees and expenses of such appraisal shall be paid in equal proportions by the parties. If Franchisee does not object to proposed appraiser within twenty (20) days after Franchisor's notice, such appraiser will be deemed approved by both parties.

17.6. Survival of Certain Provisions

All obligations of Franchisor and Franchisee, which expressly or by their nature survive the expiration or termination of this Agreement, shall continue in full force and effect subsequent to and notwithstanding their expiration or termination and until satisfied or by their nature expire.

18. TRANSFERABILITY OF INTEREST

18.1. Transfer by Franchisor

Franchisor may sell, assign, or transfer its rights and obligations under this Agreement to any party, without Franchisee's approval or prior notice to Franchisee, provided that the buyer, assignee or transferee agrees in writing to assume all of Franchisor's obligations under this Agreement. Franchisor and its affiliates or indemnified parties will not be liable for obligations of the transferee arising after the date of transfer.

18.2. Transfer by Franchisee to a Third Party

The rights and duties of Franchisee as set forth in this Agreement, and the Franchise herein granted, are personal to Franchisee (or its owners), and Franchisor has entered into this Agreement in reliance upon Franchisee's personal or collective skill and financial ability. Accordingly, neither Franchisee nor any holder of a legal or beneficial interest in Franchisee may sell, assign, convey, give away, pledge, mortgage, sublicense, or otherwise transfer, whether by operation of law or otherwise, any interest in this Agreement, the Franchise granted hereby, the assets of the Franchised Business or any part or all of the ownership interest in Franchisee without the prior written approval of Franchisor. Any purported transfer without such approval shall be null and void and shall constitute a material breach of this Agreement. If Franchisee is in compliance with this Agreement, Franchisor's consent to such transfer shall be conditioned upon the satisfaction of the following requirements:

18.2.1. Franchisee has complied with the requirements set forth in [Section 19](#);

18.2.2. All obligations owed to Franchisor, and all other outstanding obligations relating to the Franchised Business, are fully paid and satisfied;

18.2.3. Franchisee (and any transferring owners, if Franchisee is a business entity) has executed a general release, in a form prescribed by Franchisor, of any and all claims against Franchisor, including its officers, directors, shareholders, managers, members, partners, owners, employees, and agents (in their corporate and individual capacities), including, without limitation, claims arising under federal, state or local laws, rules or ordinances, and any other matters incident to the termination of this Agreement or to the transfer of Franchisee's interest herein or to the transfer of Franchisee's ownership of all or any part of the Franchise; provided, however, that if a general release is prohibited, Franchisee shall give the maximum release allowed by law;

18.2.4. The prospective transferee has satisfied Franchisor that it meets Franchisor’s management, business and financial standards, and otherwise possesses the character and capabilities, including business reputation and credit rating, as Franchisor may require to demonstrate ability to conduct the Franchised Business;

18.2.5. The transferee and, if Franchisor requires, all persons owning any interest in the transferee, have executed the form of Franchise Agreement then being offered to new franchisees, which may be substantially different from this Agreement, and may include a different Royalty Fee, Marketing Fee rates and other material provisions; the initial term of the Franchise Agreement shall be the initial term provided for in the then-current franchise agreement, and all renewal terms shall be governed by the then-current franchise agreement, and the territory shall be the same as the territory granted pursuant to this Agreement;

18.2.6. The transferee has executed a general release, in a form prescribed by Franchisor, of any and all claims against Franchisor and its officers, directors, shareholders, managers, members, partners, owners, employees, and agents (in their corporate and individual capacities), with respect to any representations regarding the Franchise or the business conducted pursuant thereto or any other matter that may have been made to the transferee by Franchisee;

18.2.7. Franchisee has provided Franchisor with a complete copy of all contracts and agreements and related documentation between Franchisee and the prospective transferee relating to the intended sale or transfer of the Franchise;

18.2.8. Franchisee, or the transferee, has paid to Franchisor a transfer fee in the amount stated in the Summary Page;

18.2.9. The transferee has obtained all necessary consents and approvals by third parties and all applicable federal, state and local laws, rules, ordinances and requirements applicable to the transfer have been complied with or satisfied;

18.2.10. Franchisee has, and if Franchisee is an entity, all of the holders of a legal and beneficial interest in Franchisee have executed and delivered to Franchisor a nondisclosure and non-competition agreement in a form satisfactory to Franchisor and in substance the same as the nondisclosure and non-competition covenants contained in Sections 7 and 17;

18.2.11. The transferee agrees that its Designated Manager shall complete, to Franchisor’s satisfaction, a training program in substance similar to the initial training described in Section 8.1 prior to assuming the management of the day-to-day operation of the Franchised Business; and

18.2.12. In the event of a transfer among a single Franchisee entity or group of purchasers comprising a single Franchisee, Franchisor reserves the right for the continuing Franchisee or owners to sign a new Franchise Agreement.

18.3. Transfer to a Controlled Entity

18.3.1. If Franchisee wishes to transfer this Agreement or any interest herein to a corporation, limited liability company or other legal entity which shall be entirely owned by Franchisee (“**Controlled Entity**”), which Controlled Entity is being formed for the financial planning, tax or other convenience of Franchisee, Franchisor’s consent to such transfer shall be conditioned upon the satisfaction of the following requirements:

18.3.1.1. The Controlled Entity is newly organized and its charter or articles of formation provides that its activities are confined exclusively to the operation of the Franchised Business;

18.3.1.2. Franchisee or all holders of a legal or beneficial interest in Franchisee own all of the equity and voting power of the outstanding stock or other capital interest in the Controlled Entity;

18.3.1.3. All obligations of Franchisee to Franchisor or any Affiliate are fully paid and satisfied; provided, however, that neither Franchisee nor the Controlled Entity shall be required to pay a transfer fee as required pursuant to Section 18.2.8;

18.3.1.4. The Controlled Entity has entered into a written agreement with Franchisor expressly assuming the obligations of this Agreement and all other agreements relating to the operation of the Franchised Business. If the consent of any other party to any such other agreement is required, Franchisee has obtained such written consent and provided the same to Franchisor prior to consent by Franchisor;

18.3.1.5. All holders of a legal or beneficial interest in the Controlled Entity have entered into an agreement with Franchisor jointly and severally guaranteeing the full payment of the Controlled Entity's obligations to Franchisor and the performance by the Controlled Entity of all the obligations of this Agreement;

18.3.1.6. Each share certificate (or other certificate reflecting an ownership interest) shall have conspicuously endorsed on it a statement, in a form satisfactory to Franchisor, that the certificate is held subject to the transfer restrictions contained in the Franchise Agreement; and

18.3.1.7. Copies of the Controlled Entity's articles of incorporation or organization, bylaws, operating agreement, federal tax identification number and other governing regulations or documents, including resolutions of the board of directors authorizing entry into this Agreement, have been promptly furnished to Franchisor. Any amendment to any such documents shall also be furnished to Franchisor immediately upon adoption.

18.3.2. The term of the transferred franchise shall be the unexpired term of this Agreement, including all renewal rights, subject to any and all conditions applicable to such renewal rights.

18.3.3. Franchisor's consent to a transfer of any interest in this Agreement, or of any ownership interest in the Franchised Business, shall not constitute a waiver of any claims Franchisor may have against the transferor or the transferee, nor shall it be deemed a waiver of Franchisor's right to demand compliance with the terms of this Agreement.

18.4. Franchisor's Disclosure to Transferee

Franchisor has the right, without liability of any kind or nature whatsoever to Franchisee, to make available for inspection by any intended transferee of Franchisee all or any part of Franchisor's records relating to this Agreement, the Franchised Business or to the history of the relationship of the parties hereto. Franchisee hereby specifically consents to such disclosure by Franchisor and shall release and hold Franchisor harmless from and against any claim, loss or injury resulting from an inspection of Franchisor's records relating to the Franchised Business by an intended transferee identified by Franchisee.

18.5. For-Sale Advertising

Franchisee shall not, without prior written consent of Franchisor, place in, on or upon the location of the Franchised Business, or in any communication media, any form of advertising relating to the sale of the Franchised Business or the rights granted hereunder.

18.6. Transfer by Death or Incapacity

Upon the death or Incapacity of Franchisee (if Franchisee is an individual) or any holder of a legal or beneficial interest in Franchisee (if Franchisee is a business entity), the appropriate representative of such person (whether administrator, personal representative or trustee) shall, within a reasonable time not exceeding one hundred eighty (180) days following such event, transfer such individual's interest in the Franchised Business or in Franchisee to a third party approved by Franchisor. Such transfers, including transfers by will or inheritance, shall be subject to the conditions for assignments and transfers contained in this Agreement, unless prohibited by the laws of the state wherein Franchisee resided, with such choice

of law provision being applicable only for this Section 18.6. During such one hundred eighty (180) day period, the Franchised Business must remain at all times under the primary management of a Designated Manager who otherwise meets Franchisor’s management qualifications.

18.7 Franchisor’s Resale Program

If you elect to utilize our Resale Program for your Franchised Business, we require you to enter into a separate franchise resale program agreement (in a form prescribed by us). We charge as our “**Resale Assistance Program Fee**” 8% of the final purchase price of the Franchised Business if you request our assistance in the resale of your Franchised Business and we find a buyer for your Franchised Business. If you engage a third-party broker, you may be obligated to pay that broker a fee in addition to Resale Assistance Program Fee paid to us. The Resale Assistance Program Fee shall be paid to us on or before closing of the sale of the Franchised Business.

19. RIGHT OF FIRST REFUSAL

19.1. Submission of Offer

If Franchisee, or any of its owners, proposes to sell or otherwise transfer (including a transfer by death or Incapacity pursuant to Section 18.6) the Franchised Business (or any of its assets outside of the normal course of business), any ownership interest in Franchisee or any ownership interest in the Franchise granted hereunder, Franchisee shall obtain and deliver a *bona fide*, executed written offer or proposal to purchase, along with all pertinent documents including any contract or due diligence materials, to Franchisor, except with regards to a sale or transfer to a family member. The offer must apply only to an approved sale of the assets or interests listed above and may not include any other property or rights of Franchisee or any of its owners.

19.2. Franchisor’s Right to Purchase

Franchisor shall, for thirty (30) days from the date of delivery of all such documents, have the right, exercisable by written notice to Franchisee, to purchase the offered assets or interest for the price and on the same terms and conditions contained in such offer communicated to Franchisee. Franchisor has the right to substitute cash for the fair market value of any form of payment proposed in such offer. Franchisor’s credit shall be deemed at least equal to the credit of any proposed buyer. After providing notice to Franchisee of Franchisor’s intent to exercise this right of first refusal, Franchisor shall have up to sixty days to close the purchase. Franchisor shall be entitled to receive from Franchisee all customary representations and warranties given by Franchisee as the seller of the assets or such ownership interest or, at Franchisor’s election, such representations and warranties contained in the proposal.

19.3. Non-Exercise of Right of First Refusal

If Franchisor does not exercise its right of first refusal within thirty (30) days from the date of delivery of all such documents, the offer or proposal may be accepted by Franchisee or any of its owners, subject to Franchisor’s prior written approval as required by Section 18.2. Should the sale fail to close within one hundred twenty (120) days after the offer is delivered to Franchisor, Franchisor’s right of first refusal shall renew and be implemented in accordance with this Section 19.

19.4. Sales or Transfers to Family Excepted

If Franchisee, or any of its owners, proposes to sell or otherwise transfer the Franchised Business (or any of its assets outside of the normal course of business), any ownership interest in Franchisee or any ownership interest in the Franchise granted hereunder to a member of Franchisee’s (or its owners’) family, then the terms and conditions of this Section 19 shall be inapplicable. Nothing in this Section 19.4 shall be construed to relieve Franchisee from full compliance with the terms and conditions of Section 18.2 prior to a sale or transfer to family pursuant to this Section 19.

20. BENEFICIAL OWNERS OF FRANCHISEE

Franchisee represents, and Franchisor enters into this Agreement in reliance upon such representation, that the individuals identified in Exhibit 4 are the sole holders of a legal or beneficial interest (in the stated percentages) of Franchisee.

21. RELATIONSHIP AND INDEMNIFICATION

21.1. Relationship

This Agreement is purely a contractual relationship between the parties and does not appoint or make Franchisee an agent, legal representative, joint venture, partner, employee, servant or independent contractor of Franchisor for any purpose whatsoever. Franchisee may not represent or imply to third parties that Franchisee is an agent of Franchisor, and Franchisee is in no way authorized to make any contract, agreement, warranty or representation on behalf of Franchisor, or to create any obligation, express or implied, on Franchisor's behalf. During the term of this Agreement, and any extension or renewal hereof, Franchisee shall hold itself out to the public only as a franchisee and an owner of the Franchised Business operating the Franchised Business pursuant to a franchise from Franchisor. Franchisee shall take such affirmative action as may be necessary to do so including, without limitation, exhibiting a notice of that fact in a conspicuous place on all forms, stationery or other written materials, the content of which Franchisor has the right to specify. Under no circumstances shall Franchisor be liable for any act, omission, contract, debt, nor any other obligation of Franchisee. Franchisor shall in no way be responsible for any injuries to persons or property resulting from the operation of the Franchised Business. Any third-party contractors and vendors retained by Franchisee to convert or construct the premises are independent contractors of Franchisee alone.

21.2. Standard of Care

This Agreement does not establish a fiduciary relationship between the parties. Unless otherwise specifically provided in this Agreement with respect to certain issues, whenever this Agreement requires Franchisee to obtain Franchisor's written consent or permits Franchisee to take any action or refrain from taking any action, Franchisor is free to act in its own self-interest without any obligation to act reasonably, to consider the impact on Franchisee or to act subject to any other standard of care limiting Franchisor's right, except as may be provided by statute or regulation.

21.3. Indemnification

Franchisee shall hold harmless and indemnify Franchisor, any Affiliate, all holders of a legal or beneficial interest in Franchisor and all officers, directors, executives, managers, members, partners, owners, employees, agents, successors and assigns (collectively "**Franchisor Indemnities**") from and against all losses, damages, fines, costs, expenses or liability (including reasonable attorneys' fees and all other costs of litigation) incurred in connection with any action, suit, demand, claim, investigation or proceeding, or any settlement thereof, which arises from or is based upon Franchisee's **(a)** ownership or operation of the Franchised Business; **(b)** violation, breach or asserted violation or breach of any federal, state or local law, regulation or rule; **(c)** breach of any representation, warranty, covenant, or provision of this Agreement or any other agreement between Franchisee and Franchisor (or an Affiliate); or **(d)** defamation of Franchisor or the System; or infringement, violation or alleged infringement or violation of any Mark, patent or copyright or any misuse of the Trade Secrets or other Confidential Information. Franchisee's indemnification obligations shall not apply to the extent that the damages are caused by Franchisor's negligence or breach of this Agreement. The obligations of this Section 21.3 shall expressly survive the termination of this Agreement.

21.4. Right to Retain Counsel

Franchisee shall give Franchisor immediate notice of any such action, suit, demand, claim, investigation or proceeding that may give rise to a claim for indemnification by a Franchisor Indemnity. Franchisor has the right to retain counsel of its own choosing in connection with any such action, suit,

demand, claim, investigation or proceeding. In order to protect persons, property, Franchisor's reputation or the goodwill of others, Franchisor has the right to, at any time without notice, take such remedial or corrective actions as it deems expedient with respect to any action, suit, demand, claim, investigation or proceeding if, in Franchisor's sole judgment, there are grounds to believe any of the acts or circumstances listed above have occurred. If Franchisor's exercise of its rights under this Section 21 causes any of Franchisee's insurers to refuse to pay a third-party claim, all cause of action and legal remedies Franchisee might have against such insurer shall automatically be assigned to Franchisor without the need for any further action on either party's part. Under no circumstances shall Franchisor be required or obligated to seek coverage from third parties or otherwise mitigate losses in order to maintain a claim against Franchisee. The failure to pursue such remedy or mitigate such loss shall in no way reduce the amounts recoverable by Franchisor from Franchisee.

21.5. No Liability for Others' Products or Acts

We disclaim all express and implied warranties and all other liability concerning any defects, malfunctions, or other deficiencies in equipment or other products manufactured by anyone other than us or our affiliates, or such parties' acts or omissions. You agree not to make any claims against us or our affiliates with respect to products that we and our affiliates did not manufacture, even if we or our affiliates sold you the product or designated or approved its source. You are required to assert any claims only against the manufacturer of the product, even if you obtained it through us or our affiliate.

21.6. No Liability for Acts of the Other Party

We and you may not make any express or implied agreements, warranties, guarantees, or representations, or incur any debt, in the name or on behalf of the other or represent that our relationship with you is other than franchisor and franchisee. We will not be obligated for any damages to any person or property directly or indirectly arising from your operation of the business you conduct under this Agreement.

22. GENERAL CONDITIONS AND PROVISIONS

22.1. No Waiver

No failure of Franchisor to exercise any power reserved to it hereunder, or to insist upon strict compliance by Franchisee with any obligation or condition hereunder, and no custom nor practice of the parties in variance with the terms hereof, shall constitute a waiver of Franchisor's right to demand exact compliance with the terms of this Agreement. Waiver by Franchisor of any particular default by Franchisee shall not be binding unless in writing and executed by Franchisor and shall not affect nor impair Franchisor's right with respect to any subsequent default of the same or of a different nature. Subsequent acceptance by Franchisor of any payment(s) due shall not be deemed to be a waiver by Franchisor of any preceding breach by Franchisee of any terms, covenants or conditions of this Agreement.

22.2. Injunctive Relief

As any breach by Franchisee of any of the restrictions contained in Sections 6, 7, and 17 would result in irreparable injury to Franchisor, and as the damages arising out of any such breach would be difficult to ascertain, in addition to all other remedies provided by law or in equity, Franchisor shall be entitled to seek injunctive relief (whether a restraining order, a preliminary injunction or a permanent injunction) from any court of competent jurisdiction or the American Arbitration Association against any such breach, whether actual or contemplated, without the necessity of posting security or bond and Franchisee shall be responsible for Franchisor's reasonable attorneys' fees incurred in pursuing the same. Franchisor's right to seek injunctive relief will not affect the parties' waiver of jury trial and covenant to mediate and arbitrate all disputes in accordance with Sections 23.7 and 23.8. Franchisor's rights herein shall include pursuing injunctive relief in any court of competent jurisdiction.

22.3. Notices

All notices required or permitted under this Agreement shall be in writing and shall be deemed received: **(a)** at the time delivered by hand to the recipient party (or to an officer, director, or partner of the recipient party); **(b)** on the next business day after transmission by e-mail or other reasonably reliable electronic communication system; **(c)** two (2) business days after being sent via guaranteed overnight delivery by a commercial courier service; or **(d)** five (5) business days after being sent by Registered Mail, return receipt requested. Either party may change its address by a written notice sent in accordance with this [Section 22.3](#). All notices, payments, and reports required by this Agreement shall be sent to Franchisor at the following address:

Accelerated Services Franchise, LLC
Attn: Sherrod Hunter
4821 N. Clark Avenue
Tampa, Florida 33614

22.4. Cost of Enforcement or Defense

If either party is required to enforce this Agreement in a judicial proceeding, the substantially prevailing party shall be entitled to reimbursement of its costs, including reasonable accounting and attorneys' fees, travel costs, expert witness fees, filing fees, and other litigation costs.

22.5. Unlimited Guaranty and Assumption of Obligations

All holders of a legal or beneficial interest in Franchisee of five percent (5%) or greater shall be required to execute, as of the date of this Agreement, the Unlimited Guaranty and Assumption of Obligations attached as [Exhibit 3](#), through which such holders agree to assume and discharge all of Franchisee's obligations under this Agreement and to be personally liable hereunder for all of the same.

22.6. Approvals

Whenever this Agreement requires the prior approval or consent of Franchisor, Franchisee shall make a timely written request to Franchisor for such approval and, except as otherwise provided herein, any approval or consent granted shall be effective only if in writing. Franchisor shall not unreasonably withhold its approval or consent. Franchisor makes no warranties or guarantees upon which Franchisee may rely, and assumes no liability or obligation to Franchisee or any third party to which it would not otherwise be subject, by providing any waiver, approval, advice, consent or services to Franchisee in connection with this Agreement, or by reason of any neglect, delay or denial of any request for approval.

22.7. Entire Agreement

This Agreement, including its exhibits, constitutes the entire, complete, and fully integrated agreement between Franchisor and Franchisee concerning the subject matter hereof, and supersedes all prior representations, promises, and agreements. No amendment, change or variance from this Agreement shall be binding on either party unless memorialized in a writing executed by both parties. Nothing in this or any related agreement, however, is intended to disclaim any representations we made in the franchise disclosure document that we furnished to you.

22.8. Severability

22.8.1. Except as noted below, each paragraph, part, term and provision of this Agreement shall be considered severable. If any paragraph, part, term or provision herein is ruled to be unenforceable, unreasonable or invalid, such ruling shall not impair the operation of or affect the remaining portions, paragraphs, parts, terms and provisions of this Agreement, and the latter shall continue to be given full force and effect and bind the parties; and such unenforceable, unreasonable or invalid paragraphs, parts, terms or provisions shall be deemed not part of this Agreement. If Franchisor determines that a finding of invalidity adversely affects the basic consideration of this Agreement, Franchisor has the right to, at its option, terminate this Agreement.

22.8.2. Notwithstanding the above, each of the covenants contained in Sections 7 and 17 shall be construed as independent of any other covenant or provision of this Agreement. If all or any portion of any such covenant is held to be unenforceable, unreasonable or invalid, then it shall be amended to provide for limitations on disclosure of Trade Secrets or other Confidential Information or on competition to the maximum extent provided or permitted by law.

22.9. Construction

All captions herein are intended solely for the convenience of the parties, and none shall be deemed to affect the meaning or construction of any provision hereof.

22.10. Force Majeure

No Party shall be deemed in default of this Agreement for any delay or failure to fulfill any obligation (other than a payment obligation) hereunder so long as and to the extent to which any delay or failure in the fulfillment of such obligation is prevented, frustrated, hindered or delayed as a consequence of circumstances of Force Majeure, which shall be defined as those significant events outside the party's control, including but not limited to Acts of God, fire, flood, or other natural forces, war, acts of terrorism, civil unrest, government actions or regulations, national pandemic, or any other event similar to those enumerated above. Such excuse from liability shall be effective only to the extent and duration of the event(s) causing the failure or delay in performance and provided that the Party has not caused such event(s) to occur and continues to use diligent, good faith efforts to avoid the effects of such event and to perform the obligation. A Party claiming the benefit of this provision shall, as soon as reasonably practicable after the occurrence of any such event, (a) provide written notice to the other Party of the nature and extent of any such Force Majeure condition; (b) use commercially reasonable efforts to remove any such causes and resume performance under this Agreement, as applicable, as soon as reasonably practicable; and (c) otherwise continue performing its obligations hereunder. In the event of any such delay, this Agreement shall be extended for a period equal to the time lost by reason of the delay, but not to exceed 12 months. If, however, either party is unable to perform its obligations under this Agreement for reasons excused by this provision for a period in excess of 12 consecutive months (or otherwise agreed to in writing by both parties), the parties may terminate this Agreement without penalty after 30 days written notice to the other party. This clause shall not result in an extension of the term of this Agreement.

22.11. Timing

Time is of the essence with respect to all provisions in this Agreement. Except as set forth in Section 22.10, failure to perform any act within the time required or permitted by this Agreement shall be a material breach.

22.12. Withholding Payments

Franchisee shall not, for any reason, withhold payment of any Royalty Fees or other amounts due to Franchisor or to an Affiliate. Franchisee shall not withhold or offset any amounts, damages or other monies allegedly due to Franchisee against any amounts due to Franchisor. No endorsement or statement on any payment for less than the full amount due to Franchisor will be construed as an acknowledgment of payment in full, or an accord and satisfaction, and Franchisor has the right to accept and cash any such payment without prejudice to Franchisor's right to recover the full amount due, or pursue any other remedy provided in this Agreement or by law. Franchisor has the right to apply any payments made by Franchisee against any of Franchisee's past due indebtedness as Franchisor deems appropriate. Franchisor shall set off sums Franchisor owes to Franchisee against any unpaid debts owed by Franchisee to Franchisor.

22.13. Further Assurances

Each party to this Agreement will execute and deliver such further instruments, contracts, forms or other documents, and will perform such further acts, as may be necessary or desirable to perform or complete any term, covenant or obligation contained in this Agreement.

22.14. Third-Party Beneficiaries

Anything to the contrary notwithstanding, nothing in this Agreement is intended, nor shall be deemed, to confer upon any person or legal entity other than Franchisor or Franchisee, and their respective successors and assigns as may be contemplated by this Agreement, any rights or remedies under this Agreement.

22.15. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one agreement.

22.16. The Exercise of Our Business Judgement

Because complete and detailed uniformity under many varying conditions might not be possible or practical, you acknowledge that we specifically reserve the full right and privilege, as we deem best according to our business judgment, to vary Brand Standards or other aspects of the franchise System for any franchisee. You have no right to require us to grant you a similar variation or accommodation. We have the right to develop, operate, and change the franchise System in any manner this Agreement does not specifically prohibit. Whenever this Agreement reserves our right to take or withhold an action, or to grant or decline to grant you the right to take or omit an action, we may, except as this Agreement specifically provides, make our decision or exercise our rights based on information then available to us and our judgment of what is best for us, DOORSTEP DETAILS and/or JUNK SHOT franchisees generally, or the franchise System when we make our decision, whether or not we could have made other reasonable or even arguably preferable alternative decisions and whether or not our decision promotes our financial or other individual interest. You acknowledge and agree that this exercise of our business judgement is not reviewable by a judge or arbitrator.

22.17. No Affiliate Liability

You acknowledge and agree that none of our past, present, or future directors, officers, employees, incorporators, members, partners, stockholders, subsidiaries, parents, affiliates, controlling parties, entities under common control, ownership, or management, vendors, service providers, agents, attorneys, or representatives will have any liability for (i) any of our obligations or liabilities relating to or arising from this Agreement, (ii) any claim against us based on, in respect of, or by reason of the relationship between you and us, or (iii) any claim against us based on any of our alleged unlawful acts or omissions.

22.18. Operation after Expiration of Term

If you do not enter into an agreement for a successor term (pursuant to Section 4.2) prior to the expiration of this Agreement and continues to accept the benefits of this Agreement after the expiration of this Agreement, then at the sole option of Franchisor, this Agreement may be treated as (i) expired as of the date of expiration of the Agreement then operating without a license to do so, in violation of Franchisor's rights; or (ii) continued on a month-to-month basis ("**Interim Period**") until one (1) party provides the other with written notice of such party's intent to terminate the Interim Period, in which case, the Interim Period will terminate thirty (30) days after the other party's receipt of the notice to terminate the Interim Period or, if your jurisdiction requires a termination notice period longer than thirty (30) days, the period will be the minimum notice period required by the laws of such jurisdiction. In the latter case, your obligations under the Agreement shall remain in full force and effect during the Interim Period as if this Agreement had not expired, and all obligations and restrictions imposed on Franchisee upon expiration of the Agreement shall take effect upon termination of the Interim Period.

22.19. Disavowal of Oral Representations

Both parties acknowledge that each want all terms of the business relationship to be defined in this written agreement, and that neither party wants to enter into a business relationship with the other in which any terms or obligations are subject to any oral statements or in which oral statements serve as the basis for creating rights or obligations different than or supplementary to the rights and obligations as set forth in this Agreement. Therefore, both parties agree that this Agreement will supersede and cancel any prior and/or contemporaneous discussions between the Franchisor and the Franchisee. Each party agrees that neither party has placed nor will place any reliance on any such discussions. Franchisee agrees that no representations have been made to the Franchisee concerning this Agreement or the JUNK SHOT or DOORSTEP DETAILS franchise other than as contained in this Agreement and in the Franchise Disclosure Document Franchisee has received before the Franchisee signed this Agreement. Franchisee agrees that no claims, representations, warranties, or guarantees, express or implied, regarding actual or potential earnings, sales, profits, or success of your JUNK SHOT or DOORSTEP DETAILS franchise have been made to the Franchisee other than as set forth in Item 19 of the FDD.

22.20. Other Franchisees

Franchisee acknowledges that other JUNK SHOT or DOORSTEP DETAILS franchisees have or will be granted franchises at different times and in different situations, and further acknowledge that the provisions of such franchises may vary substantially from those contained in this Agreement. Franchisee also acknowledge that because complete and detailed uniformity under varying circumstances may not be practical, there may be variations we grant to other of our JUNK SHOT or DOORSTEP DETAILS centers (whether franchised, or centers that the Franchisor or its affiliates operate), and will not be entitled to require Franchisor to grant similar variations or privileges to the Franchisee.

22.21 Enforcement of Covenants

Franchisee acknowledges and agrees that (i) this section is reasonable because it promotes and protects the subject matter of this Agreement and/or the underlying relationship and/or deters any potential conflict of interest; (ii) the time, territory, and scope of the covenants provide in this Section are reasonable and necessary for the protection of our legitimate business interests; (iii) Franchisee has received sufficient and valid consideration in exchange for those covenants; (iv) enforcement of the same would not impose undue hardship because Franchisee has sufficient professional skills; and (v) the period of protection provided by these covenants will not be reduced by any period of time during which Franchisee is in violation of the provisions of those covenants or any period of time required for enforcement of those covenants. To the extent that this Section is judicially determined to be unenforceable by virtue of its scope or in terms of area, restricted activity or length of time, but may be made enforceable by reductions of any or all thereof, the same will be so modified and enforced to the fullest extent permissible. Franchisee agree that the existence of any claim Franchisee may have against Franchisor, whether or not arising from this Agreement, will not constitute a defense to our enforcement of the covenants contained in this Section. Franchisee acknowledges that any breach or threatened breach of this Section will cause Franchisor irreparable injury for which no adequate remedy at law is available, and Franchisee consents to the issuance of a temporary or permanent injunction prohibiting any conduct violating the terms of this Section. Such injunctive relief will be in addition to any other remedies or claims for damages that we may have.

22.22 Disputed Enforceability

The parties have attempted in the above Section to limit Franchisee's right to compete only to the extent necessary to protect Franchisor from unfair competition. The parties hereby expressly agree that if the scope of enforceability of the above provision is disputed at any time by Franchisee, a court or arbitrator, as the case may be, may modify this Section to the extent it deems necessary to make supervision enforceable under applicable law. In addition, Franchisor reserves the right to reduce the scope of said provision with Franchisee's consent, at any time or times, effective immediately upon notice to Franchisee. **FRANCHISEE EXPRESSLY ACKNOWLEDGES THAT IT POSSESSES SKILLS AND ABILITIES OF A GENERAL NATURE AND HAS OTHER OPPORTUNITIES TO EXPLOIT SUCH SKILLS. CONSEQUENTLY, ENFORCEMENT OF THE COVENANTS SET FORTH ABOVE WILL NOT DEPRIVE FRANCHISEE OF THE ABILITY TO EARN A LIVING.**

22.23 Franchisee's Acknowledgement

Franchisor must be protected against the potential for unfair competition by Franchisee's use of Franchisor's training, assistance, Confidential Information, and Trade Secrets in direct competition with Franchisor. Franchisee further acknowledges that Franchisor would not have entered into this Agreement or shared the Confidential Information, Trade Secrets, and other information with Franchisee absent Franchisee's agreement to strictly comply with the provisions of this Section. Franchisee acknowledges that as a Franchisee of Franchisor, it will have access to Franchisor's Trade Secrets and Confidential Information and therefore be in a unique position to use the special knowledge gained as a franchisee. Franchisee acknowledges that a breach of the covenants contained in this Section will be deemed to threaten immediate and substantial irreparable injury to Franchisor. Accordingly, Franchisee agrees that Franchisor will have the right without prior notice to Franchisee, to obtain immediate injunctive relief without limiting any other rights or remedies and without posting a bond.

23. DISPUTE RESOLUTION

23.1. Choice of Law

Except to the extent this Agreement or any particular dispute is governed by federal law, this Agreement shall be governed by and construed in accordance with the laws of the State of Florida (without reference to its conflict of laws principles).

23.2. Consent to Jurisdiction

Any action brought by either party against the other, except those claims subject to being resolved by mediation, shall only be brought and maintained exclusively in the Federal or state courts situated in the judicial district in which Franchisor maintains its principal business address at the time the action is commenced. The parties waive all questions of personal jurisdiction or venue for the purposes of carrying out this provision. Notwithstanding the foregoing, claims for injunctive relief may be brought by Franchisor where Franchisee is located. This exclusive choice of jurisdiction and venue provision shall not restrict the ability of the parties to confirm or enforce judgments in any appropriate jurisdiction.

23.3. Cumulative Rights and Remedies

No right or remedy conferred upon or reserved to Franchisor or Franchisee by this Agreement is intended to be, nor shall be deemed, exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be in addition to every other right or remedy. Nothing contained herein shall bar Franchisor's right to obtain injunctive relief against threatened conduct that may cause it loss or damages, including obtaining restraining orders and preliminary and permanent injunctions.

23.4. Limitations of Claims

To the extent permitted by law, with respect to any claim which arises out of or relates to this agreement or the dealings of the parties (“**Claim**”), Franchisee must bring such Claim within two (2) years and a day after the cause of action accrues, regardless of when Franchisee knew or should have known of the facts giving rise to the Claim, or such Claim is otherwise barred.

In addition, to the extent permitted by law, Franchisee agrees to bring no Claim until meeting personally with Franchisor’s Chief Executive Officer in Hillsborough County, Florida to conduct settlement negotiations in person. Both parties agree to reasonably cooperate to schedule any requested settlement conference within thirty (30) days of request.

23.5. Limitation of Damages

Franchisee waives, to the extent permitted by law, any claim for consequential, punitive or exemplary damages against the Franchisor in any Claim. Further, in any Claim, Franchisee agrees, to the extent permitted by law, that its maximum damages recoverable by Franchisee for any claims whether arising under contract or tort law shall be limited to a refund of Franchisee’s Franchise Fee and Royalty Fees paid to Franchisor within the past 18-month period.

23.6. Waiver of Jury Trial and Punitive Damages

FRANCHISEE AND FRANCHISOR EACH IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, WHETHER AT LAW OR EQUITY, BROUGHT BY EITHER OF THEM AGAINST THE OTHER AND ALSO WAIVE THE RIGHT TO SEEK OR RECOVER PUNITIVE DAMAGES IN ANY SUCH ACTION.

23.7. Mediation

23.7.1 The parties acknowledge that during the term and any extensions of this Agreement certain disputes may arise that the parties are unable to resolve, but that may be resolvable through mediation. To facilitate such resolution, the Franchisor, you, and each Owner agree to submit to mediation any claim, controversy, or dispute between Franchisor or its Affiliates (and Franchisor’s and its Affiliate’s respective owners, officers, directors, agents, representatives, and/or employees) and you or your Affiliates (and your Owners, agents, representatives, and/or employees) arising out of or related to (a) this Agreement or any other agreement between Franchisor and you, (b) Franchisor’s relationship with you, or (c) the validity of this Agreement or any other agreement between the Franchisor and you, before bringing such claim, controversy, or dispute in a court or before any other tribunal. Any information disclosed by either party in mediation may only be used for those purposes and may not be used in any following litigation or arbitration. Mediation must be conducted in person, and no telephonic or electronic appearance by any of the parties or their counsel is permitted except for the purposes of scheduling mediation or discussing non-material mediation-related matters.

23.7.2 The mediation shall be conducted by a mediator agreed upon by the Franchisor and you and, failing such agreement within not more than fifteen (15) days after either party has notified the other of its desire to seek mediation, by the American Arbitration Association or any successor organization (“**AAA**”) in accordance with its rules governing mediation. Mediation shall be held at the offices of the AAA in the city in which Franchisor maintains its principal business address at the time of mediation. The costs and expenses of mediation, including the compensation and expenses of the mediator (but excluding attorneys’ fees incurred by either party), shall be borne by the parties equally.

23.7.3 If the parties are unable to resolve the claim, controversy or dispute within ninety (90) days after the mediator has been chosen, then, unless such time period is extended by written agreement of the parties, either party may bring a legal proceeding pursuant to Section 23.2. The parties agree that statements made during such mediation proceeding will not be admissible for any purpose in any subsequent legal proceeding.

23.7.4 Notwithstanding the foregoing provisions of this Section 23.7, the parties' agreement to mediate shall not apply to controversies, disputes, or claims related to or based on amounts owed to Franchisor pursuant to this Agreement, the Marks, Copyrighted Works, or Franchisor's Confidential Information. Moreover, regardless of this mediation agreement, Franchisor and you each have the right in a proper case to seek temporary restraining orders and temporary or preliminary injunctive relief in any court of competent jurisdiction.

23.7.5 Neither illness, Covid, inconvenience, weather, or any other reason shall serve to excuse your personal appearance for mediation.

23.8. Arbitration

23.8.1 If mediation is unsuccessful, and except as expressly set forth herein, all disputes, claims and controversies arising out of or relating to this Agreement or any other agreement between the parties hereto or a breach thereof shall be settled totally and finally by arbitration in city in which Franchisor maintains its principal place of business at the time the arbitration is initiated or such other location as the parties prescribe in accordance with this Agreement and the Commercial Arbitration Rules of the AAA (the "**Rules**"). Notwithstanding the foregoing provisions of this Section 23.8.1, the parties' agreement to arbitrate shall not apply to controversies, disputes, or claims related to or based on amounts owed to Franchisor pursuant to this Agreement, the Marks, Copyrighted Works, or Franchisor's Confidential Information. Any information disclosed by either party in mediation or pre-arbitration settlement discussions may only be used for those purposes and may not be presented as evidence in arbitration. Parties and their counsel must be present in-person for the final hearing, and any telephonic or electronic appearances are reserved for pre-hearing matters and remote non-party witnesses only. The Franchisee acknowledges and expressly agrees that the Franchisor requires strict compliance with all terms and provisions of this Section 23.8.

23.8.2 Such arbitration shall be conducted before a single arbitrator selected by the mutual agreement of the parties. If the parties cannot agree upon a single arbitrator within 30 days after written demand for arbitration, the arbitrator will be selected pursuant to the Rules. All arbitrators shall be knowledgeable and have experience in the franchise industry and be selected from the panel which the AAA provides. Each party to the arbitration shall be responsible for their own cost and expenses of arbitration, including legal and filing fees. In the arbitration, any and all pretrial discovery methods, including, but not limited to, the taking of depositions of witnesses, written interrogatories, request for production, inspection and copying and documents shall be available to the parties subject to the reasonable limitations set forth by the arbitrator. The presentations of the parties and the arbitration proceedings shall be commenced and completed within 60 days after selection of the arbitrator and the arbitrator shall render its decision in writing within 30 days after completion of such presentations. The decision of the arbitrator shall be final and binding on the parties and may, if necessary, be reduced to a judgment in any court of competent jurisdiction. At the request of any party, the arbitrator shall make and provide to the parties, written findings of facts and conclusions of law. This agreement to arbitrate shall survive any termination or expiration of this Agreement.

23.8.3 Furthermore, notwithstanding the foregoing, the arbitrator shall have no jurisdiction over disputes relating to the ownership, validity, use, or registration of any Mark, copyright or proprietary or Confidential Information of Franchisor, without Franchisor's prior written consent. Franchisor may seek any applicable remedy in any applicable forum with respect to these disputes. In addition to obtaining monetary damages, Franchisor may obtain injunctive relief against misuse of its Marks, copyrights, or Confidential Information.

23.8.4 Notwithstanding the foregoing, nothing contained herein shall be construed to limit or prevent Franchisor from terminating this Agreement or applying to and obtaining from any court, having jurisdiction a writ of attachment, a temporary injunction, a preliminary injunction or any other injunctive or emergency relief available to safeguard and protect Franchisor's interests prior to the filing of or during

or following any arbitration or other proceeding or pending the handing down of a decision or award in connection with any arbitration or other proceeding.

23.8.5 Nothing contained herein shall be deemed to give the arbitrators any authority, power, or right to alter, change, amend or modify, add to or subtract from any provisions of this Agreement.

23.8.6 Arbitration will be conducted on an individual, and not a class-wide basis, and the arbitration may not be joined or consolidated with any other proceeding.

23.8.7 For avoidance of doubt, this provision specifically requires both parties to arbitrate our disputes through the American Arbitration Association (“AAA”). The arbitration process allows the disputes to be heard and decided by one arbitrator, selected using the AAA’s standard selection process, apply the law to the facts and evidence presented and where we will not use the local court system or its judges. By signing this franchise agreement, you are consenting to resolve disputes through arbitration administered by the AAA, using the current AAA commercial rules.

23.8.8 Neither illness, Covid, inconvenience, weather, or any other reason shall serve to excuse your personal appearance for depositions or evidentiary hearings.

23.9. Class Action Waiver

EACH OF THE PARTIES HEREBY IRREVOCABLY WAIVES THE RIGHT TO LITIGATE ON A CLASS ACTION BASIS, IN ANY CLAIM, ACTION, PROCEEDING, OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY ANY PARTY.

24. ACKNOWLEDGMENTS

24.1. Receipt of this Agreement and the Franchise Disclosure Document

Franchisee represents and acknowledges that it has received, read and understands this Agreement; and that Franchisor has accorded Franchisee ample time and opportunity to consult with advisors of its own choosing about the potential benefits and risks of entering into this Agreement. Franchisee represents and acknowledges that it has received, at least fourteen calendar-days prior to the date on which this Agreement was executed, the franchise disclosure document required by the Trade Regulation Rule of the Federal Trade Commission entitled Disclosure Requirements and Prohibitions Concerning Franchising and Business Opportunity Ventures.

24.2. Consultation by Franchisee

Franchisee represents that it has been urged to consult with its own advisors with respect to the legal, financial and other aspects of this Agreement, the business franchised hereby and the prospects for that business. Franchisee represents that it has either consulted with such advisors or has deliberately declined to do so.

24.3. True and Accurate Information

Franchisee represents that all information set forth in any and all applications, financial statements and submissions to Franchisor is true, complete and accurate in all respects, and Franchisee acknowledges that Franchisor is relying upon the truthfulness, completeness and accuracy of such information.

24.4. Risk

Franchisee represents that it has conducted an independent investigation of the business contemplated by this Agreement and acknowledges that, like any other business, an investment in a Franchised Business involves business risks and that the success of the venture is dependent, among other factors, upon the business abilities and efforts of Franchisee. Franchisor makes no representations or warranties, express or implied, in this Agreement or otherwise, as to the potential success of the business venture contemplated hereby.

24.5. No Guarantee of Success

Franchisee represents and acknowledges that it has not received or relied on any representation, promise, or guarantee, express or implied, made by Franchisor or any authorized representative of Franchisor, as to the revenues, profits or likelihood of success of the Franchised Business. Franchisee represents and acknowledges that no representations have been made by Franchisor’s officers, directors, employees or agents that are not contained in, or are inconsistent with, the statements made in the franchise disclosure document delivered to Franchisee in connection with the grant of the franchise memorialized by this Agreement.

24.6. No Violation of Other Agreements

Franchisee represents that its execution of this Agreement will not violate any other agreement or commitment to which Franchisee or any holder of a legal or beneficial interest in Franchisee is a party.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby have duly executed this Agreement as of the Effective Date.

FRANCHISOR:
ACCELERATED SERVICES FRANCHISE, LLC

FRANCHISEE:

By: _____
Sherrod Hunter, President & COO

By: _____
[insert Name/Title]

**EXHIBIT 1 TO THE FRANCHISE AGREEMENT
KEY TERMS**

1. Section 2.2.1 Franchisee’s authorized Territory is described as follows:

2. Section 2.2.2. the approved Franchised Business Office location is _____

3. FEES

Section 3.1. Initial Franchise Fee

The Initial Franchise Fee is

- \$59,900 (JUNK SHOT, one Territory)
- \$59,900 (DOORSTEP DETAILS, one Territory)
- \$79,900 (co-brand, one Territory) or
- \$_____ (chosen brand, one Territory, and additional Zone(s))

Franchisee’s authorized non-exclusive Zone(s) is described as follows:

Section 3.2. Royalty Fee

In Territory/Zone: 7% of Gross Revenues during each reporting period

Out of Territory/Zone: 9% of Gross Revenues, if the Gross Revenue derived in area out of Territory or Zone(s) is equal to or less than 25% of the Franchised Business’ total Gross Revenue during the then-current reporting period

Out of Territory/Zone: 12% of Gross Revenues, if the Gross Revenue derived in area out of Territory or Zone(s) is more than 25% of the Franchised Business’ total Gross Revenue during the then-current reporting period

Section 3.3 Minimum Monthly Royalty Fee

- JUNK SHOT (single brand)

Monthly Operations	Minimum Monthly Royalty Per Zone
0 – 6	\$0
7 – 18	\$500
19 – 24	\$750
25 – 36	\$1,000
37 – 120	\$1,500

- DOORSTEP DETAILS (single brand)

Monthly Operations	Minimum Monthly Royalty Per Zone
0 – 6	\$0
7 – 18	\$500
19 – 24	\$750
25 – 36	\$1,000
37 – 120	\$1,500

- JUNK SHOT and DOORSTEP DETAILS (co-brand)*

Monthly Operations	Minimum Monthly Royalty Per Zone, Per Brand	Minimum Monthly Royalty Per Zone (Both Brands)
0 – 6	\$0	\$0
7 – 18	\$500	\$1,000

19 – 24	\$750	\$1,500
25 – 36	\$1,000	\$2,000
37 – 120	\$1,500	\$3,000

*Subject to the terms stated in Section 3.3.2 of this Agreement, including Franchisor’s right to modify or terminate the Territory.

Section 3.4. Other Operational and Miscellaneous Fees

JUNK SHOT (single brand)

Type of Fee	Amount
Technology Fee	\$850 per month per Territory
C.A.R.E. Center Appointment Fee	\$15 per scheduled appointment per month (appointments scheduled by the C.A.R.E. Center only); payable at the same time and in the same manner as the Royalty Fee. You will not be required to pay the Customer Service, Affordability, Reliability, Environmental responsibility Center (“ C.A.R.E. Center ”) Appointment Fee for self-generated sales, self-booked sales, or jobs that cancel prior to the day of the scheduled appointment. “Per booking” or “per appointment” means a booked junk removal estimate, or booked junk removal job. We reserve the right to adjust every year to reflect consumer price index changes. There is no C.A.R.E. Center Appointment Fee for the first three months unless the franchise results from a transfer or renewal.
GPS Installation Fee	One-time \$500 payment to Franchisor
Interview Appointment Setting Program	Confirmed Scheduled Interview Fee of \$50 per Interview , Placement Fee of 5% of new hire’s average annual salary, and Setup Fee of \$199 per job post we make on your behalf, these fees are applicable to JUNK SHOT business. Confirmed Scheduled Interviews are interviews that the hiring candidate is present for the interview. Placement Fee is due after the New Hire’s 1st completed pay period. Setup Fee is not mandatory. Setup Fee covers the setup of the job post portal and job post content.

DOORSTEP DETAILS (single brand)

Type of Fee	Amount
Technology Fee	\$149 per month per valet trash contract
Valet Trash Operations Management Fee	\$.49 cents per unit, per month, per multi-family community under contract; payable in the same manner as the Royalty Fee
National Valet Trash Contract Reimbursement	Payable to us only if we secure for you a valet trash contract and you refuse to service the valet trash contract or if we deem that you are not capable of servicing the contract, we may service the contract without remitting any payment to you. If we service a

	national valet trash contract, contract assigned to you, we are entitled to keep all profits generated from such services and if you are paid for the national valet trash contract we service you will reimburse us the full amount generated from such services provided.
Franchisee Valet Trash Contract Referral Fee - (DOORSTEP DETAILS Only)	<p>Payable to you if you sell a valet trash contract outside of your territory and choose not to expand into that territory to service the contract, we reserve the right to service the contract and we will pay you a referral fee equal to 1 month of the contract's invoice.</p> <p>Payable to another Franchisee, if another abutting franchisee secures a contract inside your Territory, you expressly agree to pay a referral fee equal to 1 month of contract's invoice. Payment must be made 30 days after the first payment for services is received.</p>
Valet Trash Contract Transfer Fee	50% of the expected annual Gross Revenue of the related transferred valet trash contract (excluding discounts); payable to us only if we transfer to us an existing valet trash contract, and only if you have rights to operate a DOORSTEP DETAILS Franchised Business. " Current Annual Gross Value " of a valet trash contract is equal to, the contract's current monthly billing (excluding discounts) multiplied by 12.
Interview Appointment Setting Program	Trash Porter Screening Fee of \$299 per job and Setup Fee of \$199 per job post we make on your behalf; these fees are applicable to DOORSTEP DETAILS business. Trash Porter Screening Fee covers interview screening of all submitted job post applicants for 30 Days or until an applicant is hired. Trash porter screening will resume if the new hire is terminated in the 30-day period. Setup Fee is Not Mandatory. Setup Fee covers the setup of the job post portal and job post content

JUNK SHOT and DOORSTEP DETAILS (co-brand)

Type of Fee	Amount
Technology Fee	\$149 per month Valet Trash Contract, plus \$850 per month per Territory
C.A.R.E. Center Appointment Fee	\$15 per scheduled appointment per month (appointments scheduled by the C.A.R.E. Center only); payable at the same time and in the same manner as the Royalty Fee. You will not be required to pay the Customer Service, Affordability, Reliability, Environmental responsibility Center (“C.A.R.E. Center”) Appointment Fee for self-generated sales, self-booked sales, or jobs that cancel prior to the day of the scheduled appointment. “Per booking” or “per appointment” means a booked junk removal estimate, or booked junk removal job. We reserve the right to adjust every year to reflect consumer price index changes. There is no C.A.R.E. Center Appointment Fee for the first three months unless the franchise results from a transfer or renewal.
National Account Management Fee	If you participate in our National Junk Removal Accounts Program, we may charge you a commission rate between 10% and 20% of Gross Revenue generated by the national account, in addition to the Royalty Fee, depending on the size of the national junk removal account and the scope of services that we provide in managing or servicing the national junk removal account.
GPS Installation Fee	One-time \$500 payment to Franchisor
Valet Trash Operations Management Fee	\$.49 per unit, per month, per multi-family community under contract; payable in the same manner as the Royalty Fee
National Valet Trash Contract Reimbursement	Payable to us only if we secure for you a valet trash contract and you refuse to service the valet trash contract or if we deem that you are not capable of servicing the contract, we may service the contract without remitting any payment to you. If we service a national valet trash contract, contract assigned to you, we are entitled to keep all profits generated from such services and if you are paid for the national valet trash contract we service you will reimburse us the full amount generated from such services provided.
Franchisee Valet Trash Contract Referral Fee - (DOORSTEP DETAILS Only)	<p>Payable to you if you sell a valet trash contract outside of your territory and choose not to expand into that territory to service the contract, we reserve the right to service the contract and we will pay you a referral fee equal to 1 month of the contract’s invoice.</p> <p>Payable to another Franchisee, if another abutting franchisee secures a contract inside your Territory, you expressly agree to pay a referral fee equal to 1 month of contract’s invoice. Payment must be made 30 days after the first payment for services is received.</p>

Valet Trash Contract Transfer Fee	50% of the expected annual Gross Revenue of the related transferred valet trash contract (excluding discounts); payable to us only if we transfer to you an existing valet trash contract, and only if you have rights to operate a DOORSTEP DETAILS Franchised Business. “ Current Annual Gross Value ” of a valet trash contract is equal to, the contract's current monthly billing (excluding discounts) multiplied by 12.
Interview Appointment Setting Program	<p>JUNKSHOT portion of the business: Confirmed Scheduled Interview Fee of \$50 per Interview , Placement Fee of 5% of new hire’s average annual salary, and Setup Fee of \$199 per job post we make on your behalf. Confirmed Scheduled Interviews are interviews that the hiring candidate is present for the interview. Placement Fee is due after the New Hire's 1st completed pay period. Setup Fee is not mandatory. Setup Fee covers the setup of the job post portal and job post content.</p> <p>DOORSTEP DETAILS portion of the business: Trash Porter Screening Fee of \$299 per job and Setup Fee of \$199 per job post we make on behalf; these fees are applicable to DOORSTEP DETAILS business. Trash Porter Screening Fee covers interview screening of all submitted job post applicants for 30 Days or until an applicant is hired. Trash porter screening will resume if the new hire is terminated in the 30-day period. Setup Fee is Not Mandatory. Setup Fee covers the setup of the job post portal and job post content.</p> <p>If you operate both JUNK SHOT and DOORSTEP DETAILS business, you must pay both fees applicable to each type of business.</p> <p>All fees are payable on demand and must be paid at the time or in manner designated by the Franchisor.</p>

Section 11.1. Local Advertising Fee

- JUNK SHOT (single brand): The greater of \$3,000 or 8% of monthly Gross Revenue.
- DOORSTEP DETAILS (single brand): The greater of \$1,000 or 8% of monthly Gross Revenue.
- JUNK SHOT and DOORSTEP DETAILS (co-brand): The greater of \$3,500 or 8% of monthly Gross Revenue.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby have duly executed this Exhibit 1 with an effective date of _____.

FRANCHISOR:
ACCELERATED SERVICES FRANCHISE, LLC

FRANCHISEE:

By: _____
Sherrod Hunter, President & COO

By: _____
[insert Name/Title]

**EXHIBIT 2 TO THE FRANCHISE AGREEMENT
NONDISCLOSURE AND NON-COMPETITION AGREEMENT**

This “**Agreement**” made as of the ____ day of _____, 20 __, is by and between _____, (“**Franchisee**”) (d/b/a as _____ Franchise) and _____ (“**Individual**”).

WITNESSETH:

WHEREAS, Franchisee is a party to that certain Franchise Agreement dated _____, 20__ (“**Franchise Agreement**”) by and between Franchisee and the Accelerated Services Franchise, LLC (“**Company**”) for operation of a JUNK SHOT and/or DOORSTEP DETAILS franchised business (“**Franchised Business**”); and

WHEREAS, Franchisee desires Individual to have access to and review certain Trade Secrets and other Confidential Information, which are more particularly described below; and

WHEREAS, Franchisee is required by the Franchise Agreement to have Individual execute this Agreement prior to providing Individual access to said Trade Secrets and other Confidential Information; and

WHEREAS, Individual understands the necessity of not disclosing any such information to any other party or using such information to compete against Company, Franchisee or any other franchisee of Company in any business (**i**) that offers or provides (or grants franchises or licenses to others to operate a business that offers or provides) residential and commercial bulk trash removal and hauling service and/or a doorstep trash removal valet service for multi-family residential properties similar to those provided by Franchisee or (**ii**) in which Trade Secrets and other Confidential Information (as defined below) could be used to the disadvantage of Franchisee, or Company, any affiliate of Company or Company’s other franchisees (hereinafter, “**Competitive Business**”); provided, however, that the term Competitive Business shall not apply to any business operated by Franchisee under a Franchise Agreement with Company.

NOW, THEREFORE, in consideration of the mutual promises and undertakings set forth herein, and intending to be legally bound hereby, the parties hereby mutually agree as follows:

1. Trade Secrets and Confidential Information

Individual understands Franchisee possesses and will possess Trade Secrets and other Confidential Information that are important to its business.

a) For the purposes of this Agreement, a “**Trade Secret**” is information in any form (including, but not limited to, materials and techniques, technical or non-technical data, formulas, patterns, compilations, programs, devices, methods, techniques, drawings, processes, financial data, financial plans, product plans, passwords, lists of actual or potential customers or suppliers) related to or used in the Franchised Business that is not commonly known by or available to the public and that information: (**i**) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (**ii**) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

b) For the purposes of this Agreement “**Confidential Information**” means technical and non-technical information used in or related to the Franchised Business that is not commonly known by or available to the public, including, without limitation, Trade Secrets and information contained in the Confidential Operations Manual and training guides and materials. In addition, any other information identified as confidential when delivered by Franchisee shall be deemed Confidential Information. Confidential Information shall not include, however, any information that: (**i**) is now or subsequently becomes generally available to the public through no fault of Individual; (**ii**) Individual can demonstrate was rightfully in its possession, without obligation of nondisclosure, prior to disclosure pursuant to this

Agreement; **(iii)** is independently developed without the use of any Confidential Information; or **(iv)** is rightfully obtained from a third party who has the right, without obligation of nondisclosure, to transfer or disclose such information.

c) Any information expressly designated by Company or Franchisee as Trade Secrets or Confidential Information shall be deemed such for all purposes of this Agreement, but the absence of designation shall not relieve Individual of his or her obligations hereunder in respect of information otherwise constituting Trade Secrets or Confidential Information. Individual understands Franchisee's providing of access to the Trade Secrets and other Confidential Information creates a relationship of confidence and trust between Individual and Franchisee with respect to the Trade Secrets and other Confidential Information.

2. Confidentiality/Non-Disclosure

a) Individual shall not communicate or divulge to (or use for the benefit of) any other person, firm, association, or corporation, with the sole exception of Franchisee, now or at any time in the future, any Trade Secrets or other Confidential Information. At all times from the date of this Agreement, Individual must take all steps reasonably necessary and/or requested by Franchisee to ensure that the Confidential Information and Trade Secrets are kept confidential pursuant to the terms of this Agreement. Individual must comply with all applicable policies, procedures and practices that Franchisee has established and may establish from time to time with regard to the Confidential Information and Trade Secrets.

b) Individual's obligations under Section 2(a) of this Agreement shall continue in effect after termination of Individual's relationship with Franchisee, regardless of the reason or reasons for termination, and whether such termination is voluntary or involuntary, and Franchisee is entitled to communicate Individual's obligations under this Agreement to any future customer or employer to the extent deemed necessary by Franchisee for protection of its rights hereunder and regardless of whether Individual or any of its affiliates or assigns becomes an investor, partner, joint venturer, broker, distributor or the like in a Franchised Business.

3. Non-Competition

a) During the term of Individual's relationship with Franchisee and for a period of two (2) years after the expiration or termination of Individual's relationship with Franchisee, regardless of the cause of expiration or termination, Individual shall not, directly or indirectly, for themselves or through, on behalf of or in conjunction with any person or entity, divert or attempt to divert any business or customer of Franchisee to any Competitive Business, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Company's service mark JUNK SHOT, DOORSTEP DETAILS, and such other trade names, trademarks, service marks, trade dress, designs, graphics, logos, emblems, insignia, fascia, slogans, drawings and other commercial symbols as the Company designates to be used in connection with the Franchised Business or the Company's uniform standards, methods, procedures and specifications for the establishment and operation of a Franchised Business.

b) During the term of Individual's relationship with Franchisee, Individual shall not, directly or indirectly, for themselves or through, on behalf of or in conjunction with any person or entity, carry on, be engaged in or take part in, render services to, or own or share in the earnings of any Competitive Business anywhere within the United States without the express written consent of Franchisor.

c) Except as otherwise approved in writing by Franchisor, Individual shall not, for a period of two (2) years after the termination of the Individual's relationship with Franchisor, either directly or indirectly, own an interest in, manage, or operate any Competitive Business in the Franchisee's Territory (as defined in the Franchisee's Franchise Agreement), or within twenty-five (25) miles from the perimeter of the Franchisee's Territory that Individual was previously affiliated with.

d) During the term of Individual's relationship with Franchisee and for a period of two (2) years thereafter, regardless of the cause of termination, Individual shall not, directly or indirectly, solicit or otherwise attempt to induce or influence any business associate of Franchisee, Company or any other Franchised Business to compete against, or terminate or modify his, her or its business relationship with, Franchisee, Company or any other Franchised Business.

4. Reasonableness of Restrictions

Individual acknowledges that each of the terms set forth herein, including the restrictive covenants, is fair and reasonable and is reasonably required for the protection of Franchisee, Company, and Company's Trade Secrets and other Confidential Information, the Company's business system, network of franchises and trade and service marks, and Individual waives any right to challenge these restrictions as being overly broad, unreasonable or otherwise unenforceable. If, however, a court of competent jurisdiction determines that any such restriction is unreasonable or unenforceable, then Individual shall submit to the reduction of any such activity, time period or geographic restriction necessary to enable the court to enforce such restrictions to the fullest extent permitted under applicable law. It is the desire and intent of the parties that the provisions of this Agreement shall be enforced to the fullest extent permissible under the laws and public policies applied in any jurisdiction where enforcement is sought.

5. Relief for Breaches of Confidentiality, Non-Solicitation and Non-Competition

Individual further acknowledges that an actual or threatened violation of the covenants contained in this Agreement will cause Franchisee and Company immediate and irreparable harm, damage and injury that cannot be fully compensated for by an award of damages or other remedies at law. Accordingly, Franchisee and Company shall be entitled, as a matter of right, to an injunction from any court of competent jurisdiction restraining any further violation by Individual of this Agreement without any requirement to show any actual damage or to post any bond or other security. Such right to an injunction shall be cumulative and in addition to, and not in limitation of, any other rights and remedies that Franchisee and Company may have at law or in equity.

6. Miscellaneous

a) This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof. Nothing in the Franchise Agreement or any related agreement is intended to disclaim the representations we made in the franchise disclosure document.

b) Except to the extent this Agreement or any particular dispute is governed by the U.S. Trademark Act of 1946 or other federal law, this Agreement shall be governed by and construed in accordance with the laws of the State of Florida (without reference to its conflict of laws principles). The Federal Arbitration Act shall govern all matters subject to arbitration. References to any law refer also to any successor laws and to any published regulations for such law as in effect at the relevant time. References to a governmental agency also refer to any regulatory body that succeeds the function of such agency.

c) Any action brought by either party, shall only be brought in the appropriate state or federal court located in or serving Hillsborough County, Florida. The parties waive all questions of personal jurisdiction or venue for the purposes of carrying out this provision. Claims for injunctive relief may be brought by Company where Franchisee is located. This exclusive choice of jurisdiction and venue provision shall not restrict the ability of the parties to confirm or enforce judgments in any appropriate jurisdiction.

d) Individual agrees if any legal proceedings are brought for the enforcement of this Agreement, in addition to any other relief to which the successful or prevailing party may be entitled, the successful or prevailing party shall be entitled to recover attorney's fees, investigative fees, administrative fees billed by such party's attorneys, court costs and all expenses, including, without limitation, all fees, taxes, costs and expenses incident to arbitration, appellate, and post-judgment proceedings incurred by the successful or prevailing party in that action or proceeding.

e) This Agreement shall be effective as of the date this Agreement is executed and shall be binding upon the successors and assigns of Individual and shall inure to the benefit of Franchisee, its subsidiaries, successors and assigns. Company is an intended third-party beneficiary of this Agreement with the independent right to enforce the confidentiality and non-competition provisions contained herein.

f) The failure of either party to insist upon performance in any one or more instances upon performance of any terms and conditions of this Agreement shall not be construed a waiver of future performance of any such term, covenant or condition of this Agreement and the obligations of either party with respect thereto shall continue in full force and effect.

g) The Section headings in this Agreement are included solely for convenience and shall not affect, or be used in connection with, the interpretation of this Agreement.

h) In the event that any part of this Agreement shall be held to be unenforceable or invalid, the remaining parts hereof shall nevertheless continue to be valid and enforceable as though the invalid portions were not a part hereof.

i) This Agreement may be modified or amended only by a written instrument duly executed by Individual, Franchisee and Company.

j) The existence of any claim or cause of action Individual might have against Franchisee or Company will not constitute a defense to the enforcement by Franchisee or Company of this Agreement.

k) Except as otherwise expressly provided in this Agreement, no remedy conferred upon Franchisee or Company pursuant to this Agreement is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given pursuant to this Agreement or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy pursuant to this Agreement shall preclude any other or further exercise thereof.

INDIVIDUAL CERTIFIES THAT HE OR SHE HAS READ THIS AGREEMENT CAREFULLY, AND UNDERSTANDS AND ACCEPTS THE OBLIGATIONS THAT IT IMPOSES WITHOUT RESERVATION. NO PROMISES OR REPRESENTATIONS HAVE BEEN MADE TO SUCH PERSON TO INDUCE THE SIGNING OF THIS AGREEMENT.

THE PARTIES ACKNOWLEDGE THAT THE COMPANY IS A THIRD-PARTY BENEFICIARY TO THIS AGREEMENT AND THAT THE COMPANY SHALL BE ENTITLED TO ENFORCE THIS AGREEMENT WITHOUT THE COOPERATION OF THE FRANCHISEE. INDIVIDUAL AND FRANCHISEE AGREE THAT THIS AGREEMENT CANNOT BE MODIFIED OR AMENDED WITHOUT THE WRITTEN CONSENT OF THE COMPANY.

IN WITNESS WHEREOF, Franchisee has hereunto caused this Agreement to be executed by its duly authorized officer, and Individual has executed this Agreement, all being done in duplicate originals with one original being delivered to each party as of the day and year first above written.

INDIVIDUAL:

FRANCHISEE:

Signature: _____

By: _____

Name Printed: _____

Its, _____

**EXHIBIT 3 TO THE FRANCHISE AGREEMENT
UNLIMITED GUARANTY AND ASSUMPTION OF OBLIGATIONS**

THIS UNLIMITED GUARANTY AND ASSUMPTION OF OBLIGATIONS is given this ____ day of _____, 20____, by _____ (whether one or more individually and collectively “**Guarantor**”).

In consideration of, and as an inducement to, the execution of that certain Franchise Agreement dated _____ (“**Agreement**”) by Accelerated Services Franchise, LLC (“**Franchisor**”), each of the undersigned hereby personally and unconditionally guarantees to Franchisor and its successors and assigns, for the term of the Agreement and thereafter as provided in the Agreement, that _____ (“**Franchisee**”) shall punctually pay and perform each and every undertaking, agreement and covenant set forth in the Agreement. Each of the undersigned shall be personally bound by, and personally liable for, Franchisee’s breach of any provision in the Agreement, including those relating to monetary obligations and obligations to take or refrain from taking specific actions or engaging in specific activities, such as those contemplated by Sections 6, 7 and 17 of the Agreement. Each of the undersigned waives: **(a)** acceptance and notice of acceptance by Franchisor of the foregoing undertakings; **(b)** notice of demand for payment of any indebtedness or non-performance of any obligations hereby guaranteed; **(c)** protest and notice of default to any party with respect to the indebtedness or non-performance of any obligations hereby guaranteed; **(d)** any right it may have to require that an action be brought against Franchisee or any other person as a condition of liability; and **(e)** any and all other notices and legal or equitable defenses to which it may be entitled.

Each of the undersigned consents and agrees that: **(a)** its direct and immediate liability under this Guaranty shall be joint and several; **(b)** it shall render any payment or performance required under the Agreement upon demand if Franchisee fails or refuses punctually to do so; **(c)** such liability shall not be contingent or conditioned upon pursuit by Franchisor of any remedies against Franchisee or any other person or entity; and **(d)** 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 to any other person including, without limitation, the acceptance of any partial payment or performance, or the compromise or release of any claims, none of which shall in any way modify or amend this Guaranty, which shall be continuing and irrevocable during the term of the Agreement.

This Guaranty represents the entire agreement and understanding of these parties concerning the subject matter hereof, and supersedes all other prior agreements, understandings, negotiations and discussions, representations, warranties, commitments, proposals, offers and contracts concerning the subject matter hereof, whether oral or written.

Successors and Assigns; Death of Guarantor. This Guaranty shall be binding upon Guarantor and his or her heirs, executors, administrators, successors and assigns and shall inure to the benefit of Franchisor and its successors, endorsees, transferees and assigns. Without limiting any other provision hereof, Guarantor expressly agrees that Guarantor’s death shall not serve as a revocation of or otherwise affect the guaranty made hereunder and that Guarantor’s estate and heirs shall continue to be liable hereunder with respect to any Guaranteed Obligations created or arising after Guarantor’s death.

The validity, interpretation and enforcement of this Guaranty and any dispute arising out of the relationship between Guarantor and Franchisor, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of Florida (without giving effect to principles of conflicts of law).

Guarantor hereby irrevocably consents and submits to the non-exclusive jurisdiction of the Courts of the State of Florida and the United States District Court located in or serving Hillsborough County, Florida and waives any objection based on venue or forum non conveniens with respect to any action instituted therein arising under this Guaranty or any of the other Franchising Agreements or in any way connected with or related or incidental to the dealings of Guarantor and Franchisor in respect of this

Guaranty or any of the other Franchising Agreements or the transactions related hereto or thereto, in each case whether now existing or hereafter arising and whether in contract, tort, equity or otherwise, and agrees that any dispute arising out of the relationship between Guarantor or Franchisee and Franchisor or the conduct of any such persons in connection with this Guaranty, the other Franchising Agreements or otherwise shall be heard only in the courts described above (except that Franchisor shall have the right to bring any action or proceeding against Guarantor or his or her property in the courts of any other jurisdiction which Franchisor deems necessary or appropriate in order to realize on any collateral at any time granted by Franchisee or Guarantor to Franchisor or to otherwise enforce its rights against Guarantor or his or her property).

IN WITNESS WHEREOF, this Guaranty has been entered into the day and year first before written.

GUARANTOR

_____, Individually

ADDRESS

TELEPHONE NO.: _____

PERCENTAGE OF OWNERSHIP
IN FRANCHISEE: _____ %

_____, Individually

ADDRESS

TELEPHONE NO.: _____

PERCENTAGE OF OWNERSHIP
IN FRANCHISEE: _____ %

**EXHIBIT 4 TO THE FRANCHISE AGREEMENT
 HOLDERS OF LEGAL OR BENEFICIAL INTEREST
 IN FRANCHISEE; GOVERNING PERSONS**

If the Franchisee operates the business other than as a sole proprietorship, please complete the following:

(a) Franchisee is a [TYPE OF ENTITY], formed under the laws of the state of [STATE] on [DATE OF FORMATION].

(b) The following individuals or entities hold a legal or beneficial interest in the Franchisee:

Name	Home Address	Telephone Number	Email Address	% of Ownership in Franchisee

(c) The following individuals are the Franchisee’s governing persons:

Name	Home Address	Telephone Number	Email Address	Title

EXHIBIT 5 TO THE FRANCHISE AGREEMENT

**ELECTRONIC FUNDS TRANSFER
AUTHORIZATION TO HONOR CHARGES DRAWN BY AND PAYABLE TO
ACCELERATED SERVICES FRANCHISE, LLC (“PAYEE”)**

The undersigned Depositor hereby authorizes and requests the Depository designated below to honor and to charge to the following designated account, checks, and electronic debits (collectively, "debits") drawn on such account which are payable to the above named Payee. It is agreed that Depository's rights with respect to each such debit shall be the same as if it were a check drawn and signed by Depositor. It is further agreed that if any such debt is not honored, whether with or without cause and whether intentionally or inadvertently, Depository shall be under no liability whatsoever. This authorization shall continue in force until Depository and Payee have received at least thirty (30) days written notification from Depositor of its termination.

The Depositor agrees with respect to any action taken pursuant to the above authorization:

- a) To indemnify the Depository and hold it harmless from any loss it may suffer resulting from or in connection with any debit, including, without limitation, execution and issuance of any check, draft or order, whether or not genuine, purporting to be authorized or executed by the Payee and received by the Depository in the regular course of business for the purpose of payment, including any costs or expenses reasonably incurred in connection therewith.
- b) To indemnify Payee and the Depository for any loss arising in the event that any such debit shall be dishonored, whether with or without cause and whether intentionally or inadvertently.
- c) To defend at Depositor's own cost and expense any action which might be brought by a depositor or any other persons because of any actions taken by the Depository or Payee pursuant to the foregoing request and authorization, or in any manner arising by reason of the Depository's or Payee's participation therein.

Name of Depository (Bank Name): _____ Bank Account Name: _____

Bank Acct #: _____ Routing #: _____

(Please attach one voided check for the above account)

Franchise Location Name: _____

By: _____

Title of Authorized Representative (Depositor): _____

Date: _____

**ACCELERATED SERVICES FRANCHISE, LLC
EXHIBIT 6 TO THE FRANCHISE AGREEMENT
AMENDMENT TO THE FRANCHISE AGREEMENT
REQUIRED BY THE STATE OF CALIFORNIA**

This Amendment to the Accelerated Services Franchise Agreement dated _____, 20____ between Accelerated Services Franchise, LLC, (“Franchisor”) and _____ (“Franchisee”) is entered into simultaneously with the execution of the Franchise Agreement.

1. Section 3.1 of the Franchise Agreement is amended to reflect the following:

“The Department has determined that we, the franchisor, have not demonstrated we are adequately capitalized and/or that we must rely on franchise fees to fund our operations. The commissioner has imposed a fee deferral condition, which requires that we defer the collection of all initial fees from California franchisees until we have completed all of our pre-opening obligations and you are open for business. For California franchisees who sign a development agreement, the payment of the development and initial fees attributable to a specific unit in your development schedule is deferred until that unit is open.”

2. The Franchise Agreement is hereby amended to remove the following Section 13.14 in its entirety.

3. Section 22.19 of the Franchise Agreement is amended to remove the following language:

“ Each party agrees that neither party has placed nor will place any reliance on any such discussions.”

4. The first sentence Section 24.5 of the Franchise Agreement has been amended to remove the following: “or relied on”.

5. The second paragraph of Section 18.2 of the Franchise Agreement is amended with the following:

It is unlawful for a franchisor to prevent a franchisee from selling or transferring a franchise, all or substantially all of the assets of the Franchised Business, or a controlling or non-controlling interest in the Franchised Business, to another person provided that the person is qualified under the franchisor’s then-existing standards for the approval of new or renewing franchisees, these standards to be made available to the franchisee, as provided in Section 20029, if applicable, and to be consistently applied to similarly situated franchises operating within the franchise brand, and the franchisee and the buyer, transferee, or assignee comply with the transfer conditions specified in the franchise agreement. Any purported transfer without such approval shall be null and void and shall constitute a material breach of this Agreement. A Franchisee shall not have the right to sell, transfer, or assign the franchise, all or substantially all of the assets of the Franchised Business, or a controlling or non-controlling interest in the Franchised Business, without the written consent of the Franchisor, except that the consent shall not be withheld unless the buyer, transferee, or assignee does not meet the standards for new or renewing franchises described in subdivision (a) of the California Business and Professions Code, Section 20028, if applicable, or the Franchisee and the buyer, transferee, or assignee do not comply with the transfer conditions specified in the franchise agreement.

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

IN WITNESS WHEREOF, Franchisee and Franchisor have executed this Amendment to the Franchise Agreement simultaneously with the execution of the Franchise Agreement.

FRANCHISOR:

FRANCHISEE:

ACCELERATED SERVICES FRANCHISE, LLC

By: _____
Sherrod Hunter
President & COO

By: _____
Name/Title

ILLINOIS AMENDMENT TO THE FRANCHISE AGREEMENT

THIS AMENDMENT TO FRANCHISE AGREEMENT effective _____, (“**Amendment**”) is intended to be a part of, and by this reference is incorporated into that certain Franchise Agreement (“**Franchise Agreement**”) between Accelerated Services Franchise, LLC (“**Franchisor**”) and _____ (“**Franchisee**”).

1. The Illinois Attorney General's Office requires that certain provisions contained in franchise documents be amended to be consistent with Illinois law, including the Franchise Disclosure Act of 1987, 815 ILCS 705/1-44, (collectively, the “**Act**”). To the extent that this Franchise Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

- a. Section 41 of the Act provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.
- b. Any release of claims or acknowledgments of fact contained in the Franchise Agreement that would negate or remove from judicial review any statement, misrepresentation or action that would violate the Act, or a rule or order under the Act shall be void and are hereby deleted with respect to claims under the Act.
- c. Section 4 of the Act provides that, if this Franchise Agreement requires litigation to be conducted in a forum other than the State of Illinois, the requirement is void with respect to claims.
- d. If this Franchise Agreement requires that it be governed by a state's law, other than the State of Illinois, to the extent that such law conflicts with the Illinois Franchise Disclosure Act, Illinois law governing claims arising under the Act will control.
- e. If this Agreement requires a jury trial waiver, to the extent that such provision conflicts with the Illinois Franchise Disclosure Act, the Act will control.
- f. Your rights upon termination and non-renewal of the Franchise Agreement are set forth in Sections 19 and 20 of the Act.

2. Franchisor has agreed to defer Franchisee’s obligation to pay the initial franchise fee, and other pre-opening payments due Franchisor, if any, for the Technology Fee, uniforms, grand opening, and/or equipment (collectively and individually referred to as the “**Deferred Fees**”), until Franchisor has met its pre-opening obligations and Franchisee has commenced operation of the Franchised Business. Therefore, notwithstanding anything to the contrary in the Franchise Agreement, payment of all Deferred Fees is due Franchisor immediately at such time as when Franchisor has met its pre-opening obligations to Franchisee, and Franchisee has commenced operation of the Franchised Business. This financial assurance requirement was imposed by the Office of the Illinois Attorney General due to Franchisor’s financial condition.

3. Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements of the Illinois Franchise Disclosure Act and law applicable to the provisions are met independently of this Amendment. To the extent this Amendment shall be deemed to be inconsistent with any terms or conditions of said Franchise Agreement or exhibits or attachments thereto, the terms of this Amendment shall govern.

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

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Amendment, and understands and consents to be bound by all of its terms.

FRANCHISOR:
ACCELERATED SERVICES FRANCHISE, LLC

FRANCHISEE:

By: _____
Sherrod Hunter, President & COO

By: _____
[insert Name/Title]

ACCELERATED SERVICES FRANCHISE, LLC
EXHIBIT 6 TO THE FRANCHISE AGREEMENT

MARYLAND AMENDMENT TO THE FRANCHISE AGREEMENT

THIS AMENDMENT TO FRANCHISE AGREEMENT effective _____, (“**Amendment**”) is intended to be a part of, and by this reference is incorporated into that certain Franchise Agreement (“**Franchise Agreement**”) between Accelerated Services Franchise, LLC (“**Franchisor**”) and _____ (“**Franchisee**”).

1. In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law, Md. Code Ann., Bus. Reg. §§14-201-14-233, the Franchise Agreement is amended as follows:

- Sections 4.2.8, 18.2.3 and 18.2.6 require Franchisee to sign a general release as a condition of renewal or transfer of the Franchise, such release shall exclude claims arising under the Maryland Franchise Registration and Disclosure Law.
- Section 23.1 requires that the Franchise be governed by the laws of the State of Florida however, in the event of a conflict of laws to the extent required by the Maryland Franchise Registration and Disclosure Law, the laws of the State of Maryland shall prevail.
- Section 23.2 requires litigation to be conducted in the State of Florida; the requirement shall not limit any rights Franchisee may have under the Maryland Franchise Registration and Disclosure Law to bring suit in the State of Maryland.
- Section 23.4 is amended to the extent that any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three years after the grant of the Franchise.
- This Franchise Agreement provides that disputes are resolved through arbitration. A Maryland franchise regulation states that it is an unfair or deceptive practice to require a franchisee to waive its right to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable.

2. Based upon the franchisor’s financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisee shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement.

3. Any portion of the Franchise Agreement which requires prospective franchisees to disclaim the occurrence and/or acknowledge the non-occurrence of acts would constitute a violation of the Maryland Franchise Registration and Disclosure Law. Any such representations 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.

Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law applicable to the provisions are met independently of this Amendment. To the extent this Amendment shall be deemed to be inconsistent with any terms or conditions of said Franchise Agreement or exhibits or attachments thereto, the terms of this Amendment shall govern.

[signature page to follow]

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Amendment, and understands and consents to be bound by all of its terms.

FRANCHISOR:
ACCELERATED SERVICES FRANCHISE, LLC

FRANCHISEE:

By: _____
Sherrod Hunter, President & COO

By: _____
[insert Name/Title]

**ACCELERATED SERVICES FRANCHISE, LLC
EXHIBIT 6 TO THE FRANCHISE AGREEMENT
REQUIRED BY THE STATE OF MINNESOTA**

THIS AMENDMENT TO FRANCHISE AGREEMENT effective _____, (“**Amendment**”) is intended to be a part of, and by this reference is incorporated into that certain Franchise Agreement (“**Franchise Agreement**”) between Accelerated Services Franchise, LLC (“**Franchisor**”) and _____ (“**Franchisee**”). Where and to the extent that any of the provisions of this Amendment are contrary to, in conflict with or inconsistent with any provision contained in the Franchise Agreement, the provisions contained in this Amendment shall control. Defined terms contained in the Franchise Agreement shall have the identical meanings in this Amendment.

1. Section 3.1. of the Franchise Agreement is amended to state the following: “Based upon the franchisor’s financial condition, the Minnesota Department of Commerce has required a financial assurance. Therefore, all initial fees and payments owed by Franchisee shall be deferred until Franchisor completes its pre-opening obligations under the Franchise Agreement.”
2. The provisions of this Amendment form an integral part of, and are incorporated into, the Franchise Agreement. This Amendment is being executed because: a) the offer or sale of the franchise to Franchisee was made in the State of Minnesota; b) Franchisee is a resident of the State of Minnesota; and/or c) the franchise will be located or operated in the State of Minnesota.
3. Franchisor will undertake the defense of any claim of infringement by third parties involving the mark, and Franchisee will cooperate with the defense in any reasonable manner required by Franchisor with any direct cost of such cooperation to be borne by Franchisor.
4. Minnesota law provides franchisees with certain termination and nonrenewal rights. As of the date of this Franchise Agreement, Minn. Stat. Sec. 80C.14, Subd. 3, 4 and 5 require, except in certain specified cases, that a franchisee be given 90 days’ notice of termination (with 60 days to cure) and 180 days’ notice for nonrenewal of the Franchise Agreement.
6. Minnesota Statutes, Section 80C.21 and Minnesota Rule 2860.4400(J) prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce any of franchisee’s rights as provided for in Minnesota Statutes, Chapter 80C, or franchisee’s rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.
7. Section 23.6 (Jury Waiver and Punitive and Damages) are hereby deleted.
8. No Section providing for a general release as a condition of renewal or transfer will act as a release or waiver of any liability incurred under the Minnesota Franchise Act; provided, that this part shall not bar the voluntary settlement of disputes.
9. The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minn. Rule 2860.4400(J). A court will determine if a bond is required.
10. Each provision of this Amendment is effective only to the extent, with respect to such provision, that the jurisdictional requirements of Minnesota Statutes Sections 80C.01 to 80C.22 are met independently without reference to this Amendment.

[Signature page to follow]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

FRANCHISOR:
ACCELERATED SERVICES FRANCHISE, LLC

FRANCHISEE:

By: _____
Sherrod Hunter, President & COO

By: _____
Name/Title

**ACCELERATED SERVICES FRANCHISE, LLC
EXHIBIT 6 TO THE FRANCHISE AGREEMENT
REQUIRED BY THE STATE OF NEW YORK**

THIS AMENDMENT TO FRANCHISE AGREEMENT effective _____, (“**Amendment**”) is intended to be a part of, and by this reference is incorporated into that certain Franchise Agreement (“**Franchise Agreement**”) between Accelerated Services Franchise, LLC (“**Franchisor**”) and _____ (“**Franchisee**”).

In recognition of the requirements of the General Business Law of the State of New York, Article 3, Section 687 and Article 33, Sections 680-695, and the Codes, Rules, and Regulations of the State of New York, Title 13, Chapter VII, Section 200.1 through 201.16, the Disclosure document for Accelerated Services Franchise, LLC, for use in the State of New York shall be amended as follows:

1. Renewal. Section 4.2 of the Franchise Agreement (with respect to signing a general release) is amended by the addition of the following language:

; provided, however, that all rights enjoyed by Franchisee and any causes of action arising in Franchisee’s favor from the provisions of Article 33 of the General Business Laws 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 GBL 687.4 and 687.5 be satisfied.

2. Transfer by Franchisee to a Third Party. Section 18.2 of the Franchise Agreement is amended by the addition of the following language:

; provided, however, that all rights enjoyed by Franchisee and any causes of action arising in Franchisee’s favor from the provisions of Article 33 of the General Business Laws 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 GBL 687.4 and 687.5 be satisfied.

3. Choice of Law. Section 23.1 of the Franchise Agreement is amended by the addition of the following language:

; however, the governing choice of law shall not be considered a waiver of any right conferred upon you by the provisions of Article 33 of the General Business Law of the State of New York.

4. Each provision of this Amendment will be effective only to the extent that, with respect to the provision, the jurisdictional requirements of the New York General Business Law is met independently of this Amendment. Franchisor does not waive its right to challenge the enforceability of any state law and declares void or unenforceable any provision contained in this Agreement. Franchisor and Franchisee will enforce the provisions of this Agreement to the extent permitted by law.

[Signature page to follow]

IN WITNESS WHEREOF, Franchisee and Franchisor have executed this Amendment to the Franchise Agreement simultaneously with the execution of the Franchise Agreement.

FRANCHISOR:
ACCELERATED SERVICES FRANCHISE, LLC

FRANCHISEE:

By: _____
Sherrod Hunter
President & COO

By: _____
Name/Title

**ACCELERATED SERVICES FRANCHISE, LLC
EXHIBIT 6 TO THE FRANCHISE AGREEMENT
VIRGINIA AMENDMENT TO THE FRANCHISE AGREEMENT**

THIS AMENDMENT TO FRANCHISE AGREEMENT effective _____, (“**Amendment**”) is intended to be a part of, and by this reference is incorporated into that certain Franchise Agreement (“**Franchise Agreement**”) between Accelerated Services Franchise, LLC (“**Franchisor**”) and _____ (“**Franchisee**”).

In recognition of the requirements of the Virginia Retail Franchising Act, the Franchise Agreement is amended as follows:

1. “The Virginia State Corporation Commission’s Division of Securities and Retail Franchising requires us to defer payment of the initial franchise fee and other initial payments owed by franchisees until the franchisor has completed its pre-opening obligations under the franchise agreement.”
2. Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements of the Virginia Retail Franchising Act applicable to the provisions are met independently of this Amendment. To the extent this Amendment shall be deemed to be inconsistent with any terms or conditions of said Franchise Agreement or exhibits or attachments thereto, the terms of this Amendment shall govern.
3. No statement, questionnaire or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of: (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Amendment, and understands and consents to be bound by all of its terms.

FRANCHISOR:
ACCELERATED SERVICES FRANCHISE, LLC

FRANCHISEE:

By: _____
Sherrod Hunter, President & COO

By: _____
[insert Name/Title]

ACCELERATED SERVICES FRANCHISE, LLC
EXHIBIT 7 TO THE FRANCHISE AGREEMENT
Lease Rider

THIS AGREEMENT is made and entered into this ____ day of ____, 20____, by and among Accelerated Services Franchise, LLC (“**ACCELERATED**”), a Florida limited liability company; _____ (“**Landlord**”), with its principal offices at _____; and _____ (“**Tenant**”), with its principal offices at _____.

WITNESSETH:

In consideration of, and as an inducement to the execution of the Franchise Agreement between Franchisor and its franchisee, each of the undersigned agree as follows:

(a) Landlord acknowledges that Tenant is a franchisee of Franchisor and that the Franchised Business is located at the Premises, operated under the **Accelerated Services Franchise, LLC** franchise system, pursuant to a franchise agreement (“**Franchise Agreement**”) between Tenant and Franchisor. Landlord consents to Tenant’s use at the Premises of such marks and signs, decor items, color schemes, and related components of the **Accelerated Services Franchise, LLC** system as Franchisor may prescribe for the Business. During the term of the Franchise Agreement, the Premises may be used only for the operation of the Business.

(b) Landlord agrees to furnish to Franchisor copies of any and all letters and notices sent to Tenant pertaining to the Lease and the Premises at the same time that such letters and notices are sent to Tenant. Without limiting the foregoing, in the event of any default by Tenant, Landlord shall give Franchisor written notice of such default. If Tenant has failed to cure such default at the expiration of the applicable cure period, Landlord shall give Franchisor further written notice of such failure (“**Franchisor Notice**”). Following Franchisor’s receipt of the Franchisor Notice, Franchisor shall have the right (but not the obligation) to cure Tenant’s default before Landlord shall exercise any of Landlord’s remedies arising as a consequence of Tenant’s default. Any such cure shall be effected within 15 days following Franchisor’s receipt of the Franchisor Notice. Such cure by Franchisor shall not be deemed to be an election to assume the terms, covenants, obligations, and conditions of the Lease.

(c) If Franchisor cures Tenant’s default, or if Franchisor notifies Landlord that the Franchise Agreement has been terminated (which termination shall constitute a non-curable default pursuant to the Lease upon Landlord’s receipt of Franchisor’s notice thereof), Landlord agrees, upon Franchisor’s written request, to assign to Franchisor any and all rights that Landlord may have under the Lease to remove and evict Tenant from the Premises and shall cooperate with Franchisor in order to pursue such action to a conclusion.

(d) If Franchisor cures Tenant’s default, or notifies Landlord of the termination of the Franchise Agreement, Franchisor shall have the right and option, upon written notice to Landlord, to do the following:

1. Undertake to perform the terms, covenants, obligations, and conditions of the Lease on behalf of the Tenant (notwithstanding any removal or eviction of Tenant) for a period not to exceed six months from the first date of any cure by Franchisor; or

2. At any time within or at the conclusion of such six-month period, assume the terms, covenants, obligations, and conditions of the Lease for the remainder of the term, together with any applicable renewal options. In such event, Landlord and Franchisor shall enter into an agreement to document such assumption. Franchisor is not a party to the Lease and shall have no liability under the Lease unless and until said Lease is assigned to, and assumed by, Franchisor as herein provided.

(e) If, during the six-month period set forth in section (d)(1) above, or at any time after the assignment contemplated in section (d)(2), Franchisor shall notify Landlord that the franchise for the Business is being granted to another **JunkShot/Doorstep Details** franchisee, Landlord shall permit the assignment of the Lease to said franchisee without the payment of any fee or other cost requirement, provided that, said franchisee meets Landlord's reasonable financial qualifications. Landlord shall not unreasonably withhold consent to such assignment. Thereafter, Franchisor shall be released from any and all further liabilities under the Lease. The parties agree to execute any commercially reasonable documents in furtherance of this section.

(f) Tenant will not assign the Lease or renew or extend the term thereof without the prior written consent of Franchisor, nor shall Landlord and Tenant amend or otherwise modify the Lease in any manner that could materially affect any of the foregoing requirements without the prior written consent of Franchisor.

(g) Franchisor shall have the right to enter the Premises to make any modification or alteration necessary to protect the **Accelerated Services Franchise, LLC** System and Marks (including, without limitation, remove all signs, advertising materials, displays, fixtures, proprietary equipment and inventory, and any other items which display the Marks or are indicative of **Accelerated Services Franchise, LLC** trade dress) or to cure any default under the Franchise Agreement or under the Lease, without being guilty of trespass or any other crime or tort. Landlord shall not be responsible for any expenses or damages arising from any such action by Franchisor. Tenant hereby releases, acquits, and discharges Franchisor and Landlord, their respective subsidiaries, affiliates, successors, and assigns and the officers, directors, shareholders, partners, employees, agents, and representatives of each of them, from any and all claims, demands, accounts, actions, and causes of action, known or unknown, vested or contingent, which any of them may have, ever had, now has, or may hereafter have by reason of any event, transaction, or circumstance arising out of or relating to the exercise of Franchisor's rights pursuant to the Addendum.

(h) Landlord shall subordinate any lien in favor of Landlord created by the Lease to Franchisor. Landlord's rights to collect on any liens that Landlord files or attaches to Tenant's property rights shall be subordinate and inferior to Franchisor's lien rights against any and all of the personal property, furnishings, equipment, signs, fixtures, and inventory owned by Tenant and on the premises operated by Tenant under the Lease.

(i) All notices sent pursuant to this Addendum shall be sent in the manner set forth in the Lease, and delivery of such notices shall be effective as of the times provided for in the Lease. For purposes of notice under the Lease, Franchisor's mailing address shall be 4821 N. Clark Avenue, Tampa, Florida 33614; such address may be changed by written notice to Landlord in the manner provided in the Lease.

[Signature page is the next page.]

**FRANCHISOR:
ACCELERATED SERVICES FRANCHISE, LLC**

By: _____
Name: _____
Title: _____

FRANCHISEE:

By: _____
Name: _____
Title: _____

LANDLORD:

By: _____
Name: _____
Title: _____

**EXHIBIT D TO DISCLOSURE DOCUMENT
TELEPHONE NUMBER AND WEBSITE
URL ASSIGNMENT AGREEMENT**

THIS TELEPHONE NUMBER AND WEBSITE URL ASSIGNMENT AGREEMENT is made this _____ day of _____, 20____, between Accelerated Services Franchise, LLC, (“we,” “us”, “our”, or “Franchisor”) and the franchisee named below (“you”, “your”, or “Franchisee”).

BACKGROUND

A. The parties are entering into a franchise agreement (“**Franchise Agreement**”) for operation of a JUNK SHOT and/or DOORSTEP DETAILS franchised business (“**Franchised Business**”).

B. As a condition to signing the Franchise Agreement(s), we have required that you assign all of your right, title and interest in the telephone numbers and website URLs relating to the JUNK SHOT or DOORSTEP DETAILS franchise(s) to us upon the expiration or termination of any of the Franchise Agreements.

The parties agree as follows:

TERMS

1. **Assignment.** In order to secure continuity and stability of our operation of the JUNK SHOT and/or DOORSTEP DETAILS System, immediately upon the expiration or termination of any of your Franchise Agreement(s), this Agreement constitutes your automatic assignment to us all of your right, title and interest in and to certain telephone numbers, telephone listings, and website URLs pursuant to the expired or terminated Franchise Agreement(s) without further action on your part. Your “website URLs” refers to any internet domain names you register, adopt, or use to promote your JUNK SHOT and/or DOORSTEP DETAILS franchise, including any URLs listed on Exhibit A here.

2. **Assumption.** We, in consideration of the transfer of telephone numbers and website URLs, assume, as of this date, all future obligations of the present subscriber for the telephone numbers and website URLs.

3. **Your Representation and Warranties.** You represent, warrant and covenant to us that:

- (a) As of the effective date of the Assignment, all of your obligations and indebtedness for telephone and URL hosting services must be paid and current.
- (b) As of the date of this Agreement, you have full power and legal right to enter into, sign, deliver and perform this Agreement.
- (c) This Agreement is your legal and binding obligation enforceable in accordance with its terms.
- (d) The signing, delivery and performance of this Assignment does not conflict with, violate, breach or constitute a default under any contract, agreement or instrument to which you are a party or by which you are bound, and no consent of nor approval by any third party is required.
- (e) You have the specific power to assign and transfer your right, title and interest in your telephone numbers and website URLs and you have obtained all necessary consents to this Assignment.

4. **Further Actions.** You agree to take any other steps and execute any other documents required by the telephone service provider and domain name hosting company to make the assignments contemplated by this Agreement.

5. **Miscellaneous.** The validity, construction and performance of this Assignment is governed by the laws of the State of Florida. All agreements, covenants, representations and warranties made in this Agreement survive the signing of this Agreement. All our rights inure to our benefit and to the benefit of our successors and assigns.

FRANCHISOR:
ACCELERATED SERVICES FRANCHISE, LLC

FRANCHISEE:

By: _____
Sherrod Hunter, President & COO

By: _____
[insert Name/Title]

**EXHIBIT A
TO
TELEPHONE NUMBER AND WEBSITE
URL ASSIGNMENT AGREEMENT**

[list web URLs here]

EXHIBIT E TO THE DISCLOSURE DOCUMENT
ACCELERATED SERVICES FRANCHISE, LLC
FINANCIAL STATEMENTS

Accelerated Services Franchise, LLC

Financial Statements

*As of December 31, 2022 and 2021 (As Restated)
and for the year ended December 31, 2022*

Accelerated Services Franchise, LLC

Financial Statements

As of December 31, 2022 and 2021 (As Restated)
and for the year ended December 31, 2022

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Independent Auditor's Report

To the Members
Accelerated Services Franchise, LLC
Tampa, Florida

Report on the Financial Statements

Opinion

We have audited the financial statements of Accelerated Services Franchise, LLC (the "Company"), which comprises the balance sheet as of December 31, 2022, and the related statements of operations, changes in members' deficit and cash flows for the year then ended, and related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of Accelerated Services Franchise, LLC as of December 31, 2022 and the results of its operations, changes in members' deficit and cash flows for the year then ended in conformity with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

Other Matter

The financial statement of the Company as of December 31, 2021 (As Restated), was audited by other auditors whose report, dated May 3, 2022 and April 28, 2023, expressed an unmodified opinion on the financial statement.

Responsibilities of Management for the Financial Statements

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

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Accelerated Services Franchise, LLC ability to continue as a going concern within one year from the date the financial statements are issued.

Auditor's Responsibilities for the Audit of the Financial Statements

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

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness Accelerated Services Franchise, LLC's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used, and the reasonableness of, significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Accelerated Services Franchise, LLC's ability to continue as a going concern for a reasonable period of time.

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

A+G LLP

A&G LLP
Dallas, Texas
April 28, 2023



Brimmer, Burek & Keelan, LLP

Certified Public Accountants

5601 Mariner Street, Suite 200 • Tampa, Florida 33609
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Donald T. Keyes, CPA
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Cong C. Nguyen, CPA
Terry R. Kuhn, CPA

Independent Auditor's Report

To the Members
Accelerated Services Franchise, LLC
Tampa, Florida

Report on the Financial Statement

Opinion

We have audited the financial statement of Accelerated Services Franchise, LLC (the "Company"), which comprises the balance sheet as of December 31, 2021, and related notes to the financial statement.

In our opinion, the accompanying financial statement presents fairly, in all material respects, the financial position of the Company as of December 31, 2021, in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

Responsibilities of Management for the Financial Statement

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

In preparing the financial statement, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Accelerated Services Franchise, LLC's ability to continue as a going concern within one year from the date the financial statement is issued.

Members of:
Center for Audit Quality

American Institute of
Certified Public Accountants

Florida Institute of Certified
Public Accountants

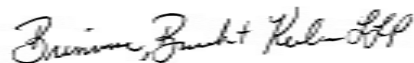
Auditor's Responsibilities for the Audit of the Financial Statement

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

In performing an audit in accordance with GAAS, we:

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

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



Brimmer, Burek & Keelan, LLP

May 3, 2022 and (April 28, 2023 as to the effects of the restatement to the 2021 financial statement)

Balance Sheets	As Restated	
As of December 31,	2022	2021
Assets		
Current assets:		
Cash and cash equivalents	\$ 118,415	\$ 23,302
Accounts receivable, net	8,818	4,270
Unbilled revenue	21,936	-
Deferred costs	73,690	19,984
Total current assets	<u>222,859</u>	<u>47,556</u>
Deferred costs, net	600,170	170,293
Total assets	\$ 823,029	\$ 217,849
Liabilities and Members' Deficit		
Current liabilities:		
Accrued expenses	\$ 25,901	\$ 20,592
Due to affiliate	261,104	225,009
Deferred revenue	471,481	119,740
Total current liabilities	<u>758,486</u>	<u>365,341</u>
Deferred revenue, net	<u>224,070</u>	<u>74,790</u>
Total liabilities	<u>982,556</u>	<u>440,131</u>
Members' deficit	(159,527)	(222,282)
Total liabilities and members' deficit	\$ 823,029	\$ 217,849

Statement of Operations

For the year ended December 31,

2022

Revenues:

Franchise fee revenue	\$ 262,169
Royalty revenue	64,725
Product revenue	64,356
Other franchise fee revenue	131,091
Other revenue	2,000
Total revenues	<u>524,341</u>

Cost of revenues:

Product costs	<u>47,281</u>
Total costs of revenues	47,281

Gross profit

477,060

General and administrative expenses:

Advertising and marketing	53,332
Personnel costs	152,244
Comission expense	46,417
Professional fees	16,603
Other general and administrative expenses	144,960
Total general and administrative expenses	<u>413,556</u>

Income from operations

63,504

Other expense:

Interest expense	<u>(749)</u>
Total other expense	(749)

Net income**\$ 62,755**

Statement of Changes in Members' Deficit

For the year ended December 31,

2022

Balance at beginning of year	\$ (222,282)
Net income	62,755
Balance at December 31,	\$ (159,527)

Statement of Cash Flows

For the year ended December 31,

2022**Operating Activities**

Net income	\$ 62,755
Adjustments to reconcile net income to net cash provided by operating activities:	
Provision for doubtful accounts	2,311
Changes in operating assets and liabilities:	
Accounts receivable	(6,859)
Unbilled revenue	(21,936)
Deferred costs	(483,583)
Accrued expenses	5,309
Deferred revenue	501,021
Net cash provided by operating activities	<u>59,018</u>

Investing Activities

Net cash provided by investing activities

-

Financing Activities

Net advances from affiliate

36,095

Net cash provided by financing activities

36,095

Net increase in cash and cash equivalents

95,113

Cash and cash equivalents, beginning

23,302

Cash and cash equivalents, ending

\$ 118,415**Supplemental Disclosure of Cash Flow Information**

Interest paid

\$ 749

NOTES TO FINANCIAL STATEMENTS

1. Organization and Operations**Description of Business**

Accelerated Services Franchise, LLC (the Company) was formed on July 1, 2019 and is located in Tampa, Florida. References in these financial statements footnotes to “Company”, “we”, “us”, and “our” refer to the business of Accelerated Services Franchise, LLC.

The Company is in the business of granting franchisees the right to operate businesses providing residential and commercial junk/bulk removal and hauling service under the name JUNK SHOT or doorstep trash removal valet service for multi-family residential properties under the name DOORSTEP DETAILS, using our proprietary products, technology, and techniques (“Franchised Business”). Franchisees will operate the Franchised Business under our trademarks and service marks (our “Marks”) using our proprietary business format and system (our “System”), which includes the use of our Marks, use of our proprietary methods, our marketing methods and procedures, our customer service procedures, and our standards, all of which we may change, improve, and further develop.

Accelerated Waste Solutions of North America, LLC (“AWS”), our affiliate, owns the trademarks and other intellectual property related to the JUNK SHOT and DOORSTEP DETAILS franchise system, and has licensed the trademarks and other intellectual property to the Company under a perpetual license agreement (the “License”). The License grants the Company the right to use these trademarks and other intellectual property to sublicense them to franchisees of the Company.

The table below reflects the status and changes in franchised outlets for the years ended December 31, 2022 and 2021.

Franchised Outlets

<u>Year</u>	<u>Start of Year</u>	<u>Opened</u>	<u>Closed or Ceased Operations – Other reasons</u>	<u>End of Year</u>
2021	0	3	0	3
2022	3	7	0	10

Going Concern

Management has evaluated our ability to continue as a going concern as of December 31, 2022. Due to the positive income and cash flows from operation, we have concluded that there is not significant doubt about our ability to continue as a going concern.

COVID-19

On March 11, 2020, the World Health Organization declared the novel strain of coronavirus (COVID-19) a global pandemic and recommended containment and mitigation measures worldwide. The COVID-19 outbreak in the United States has caused business disruption. The full impact of the pandemic will continue to depend on future developments, including the continued spread and duration of the pandemic, the emergence of future variant strains of COVID-19, the availability and distribution of effective medical treatments or vaccines as well as any related federal, state or local governmental orders or restrictions. Accordingly, the Company cannot reasonably determine the ultimate impact the COVID-19 pandemic will have on its future results of operations due to the continuing uncertainty surrounding the pandemic’s magnitude and duration.

2. Significant Accounting Policies**Basis of Accounting**

The Company uses the accrual basis of accounting in accordance with accounting principles generally accepted in the United States (“U.S. GAAP”). Under this method, revenue is recognized when earned and expenses are recognized as incurred.

NOTES TO FINANCIAL STATEMENTS

2. Significant Accounting Policies (continued)

Use of Estimates

The preparation of the financial statements and accompanying notes in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets, liabilities, revenue and expenses and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reported period. Estimates are used for the following, among others: revenue recognition, allowance for doubtful accounts and deferred costs. Actual results could differ from those estimates.

Comparative Financial Statements

Certain prior period amounts have been reclassified to conform to current year presentation

Fair Value of Financial Instruments

Fair value is defined as the price that would be received from selling an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. The Company's financial instruments consist primarily of cash and cash equivalents, accounts receivable, and accrued expenses. The carrying values of cash and cash equivalents, accounts receivable and accrued expenses are considered to be representative of their respective fair values due to the short-term nature of these instruments.

Assets and liabilities that are carried at fair value are classified and disclosed in one of the following three categories:

Level 1: Quoted market prices in active markets for identical assets and liabilities.

Level 2: Observable market-based inputs or unobservable inputs that are corroborated by market data.

Level 3: Unobservable inputs that are not corroborated by market data

Cash and Cash Equivalents

For purposes of reporting cash flows, all highly liquid investments with a maturity of three months or less are considered cash equivalents.

Accounts Receivable

The balance in accounts receivable consists of royalties and other fees due from franchisees, less an allowance for doubtful accounts. Management determines the allowance for doubtful accounts by identifying troubled accounts and by using historical experience applied to an aging of accounts. Accounts aged longer than thirty days are considered past due. No interest is charged on outstanding receivables. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the allowance for doubtful accounts.

Revenue Recognition

The Company recognizes revenue in accordance with FASB ASC 606-10-25, *Revenue from Contracts with Customers*. In January 2021, the FASB issued ASU 2021-02, "Franchisors – Revenue from Contracts with Customers (Subtopic 952-606): Practical Expedient." ASU 2021-02 provides a practical expedient that simplifies the application of ASC 606 about identifying performance obligations and permits franchisors that are not public entities to account for pre-opening services listed within the guidance as distinct from the franchise license. The Company has adopted ASU 2021-02 and implemented the guidance on its revenue recognition policy.

NOTES TO FINANCIAL STATEMENTS

2. Significant Accounting Policies (continued)

Revenue Recognition (continued)

The Company's primary sources of revenue are as follows:

Franchise fee revenue

The Company sells individual franchises. The franchise agreements typically require the franchisee to pay an initial, non-refundable fee prior to opening the respective location(s). A franchise agreement establishes a Franchised Business developed in one or multiple defined geographic area and provides for a 10-year initial term with the option to renew for an additional 10-year terms and two additional 5-year terms. Subject to the Company's approval, a franchisee may generally renew the franchise agreement upon its expiration. If approved, a franchisee may transfer a franchise to a new or existing franchisee. The new franchisee will then sign a new franchise agreement and is required to pay a transfer fee.

Under the terms of our franchise agreements, the Company typically promises to provide franchise rights, pre-opening services such as site selections, operational materials and functional training courses, and ongoing services. The Company considers certain pre-opening activities and the franchise rights and related ongoing services to represent two separate performance obligations. The franchise fee revenue has been allocated to the two separate performance obligations using a residual approach. The Company has estimated the value of performance obligations related to certain pre-opening activities deemed to be distinct based on cost plus an applicable margin, and assigned the remaining amount of the initial franchise fee to the franchise rights and ongoing services. Revenue allocated to preopening activities is recognized when (or as) these services are performed, no later than the opening date. Revenue allocated to franchise rights and ongoing services is recognized on a straight line basis over the contractual term of the franchise agreement as this ensures that revenue recognition aligns with the customer's access to the franchise right. Renewal fees are recognized over the renewal term of the respective franchise from the start of the renewal period. Transfer fees are recognized over the contractual term of the franchise agreement.

Royalty revenue

Royalty revenue will be based on a greater of 7% of the franchisees' gross sales of the Franchised Businesses or a minimum of \$0 to \$500 per month. Royalty revenue will be recognized during the respective franchise agreement as earned each period as the underlying franchised business sales occur.

Product revenue

The Company sells trash equipment and logo clothes to its franchisees. Product revenue and related shipping revenue are recognized when the products are shipped.

Other franchise fee revenue

Other franchise fee revenue consists of technology fee revenue, C.A.R.E center appointment fee revenue, valet trash operations management fee revenue, and other fee revenue and are recognized when earned.

Other revenue

Other revenue consists of vendor rebate revenue and is recognized when earned.

Advertising Costs

All costs associated with advertising and marketing are expensed in the period incurred.

Income Taxes

The Company elected to be taxed under the provisions of Subchapter S of the Internal Revenue Code. Under those provisions, the Company does not pay Federal corporate income taxes on its taxable income. Instead, the members are taxed on the Company's taxable income. The Company recognizes income tax related interest and penalties in interest expense and other general and administrative expenses, respectively.

NOTES TO FINANCIAL STATEMENTS

2. Significant Accounting Policies (continued)**Recent Accounting Pronouncements**

In June 2016, the FASB issued ASU No. 2016-13, "Financial Instruments - Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments", and subsequent amendments to the initial guidance, ASU 2019-10. This accounting standard changes the methodology for measuring credit losses on financial instruments, including trade accounts receivable, and the timing of when such losses are recorded. ASU No. 2016-13 is effective for fiscal years, and interim periods within those years, beginning after December 15, 2022. The Company is currently evaluating the impact of adopting ASU No. 2016-13 on its financial statements.

We reviewed all other significant newly-issued accounting pronouncements and concluded that they either are not applicable to our operations or that no material effect is expected on our financial statements as a result of future adoption.

3. Restatement of Previously Issued Financial Statement

In connection with the preparation of the Company's 2022 financial statements, errors were identified in the Company's 2021 financial statement relating to its implementation of the ASC 606 revenue standard.

	Impact of correction of errors		
	As previously reported	Adjustments	As restated
Balance Sheet			
December 31, 2021			
Deferred costs	\$ -	\$ 19,984	\$ 19,984
Total current assets	27,572	19,984	47,556
Deferred costs, net	-	170,293	170,293
Total assets	27,572	190,277	217,849
Members' deficit	(412,559)	190,277	(222,282)
Total liabilities and members' deficit	27,572	190,277	217,849

4. Certain Significant Risks and Uncertainties

The Company maintains its cash in bank deposit accounts that at times may exceed federally insured limits. The Company has not experienced any losses in such accounts and believes it is not exposed to any significant risk on cash or cash equivalents. The Company maintains its deposits in one financial institution.

5. Revenue and Related Contract Balances**Disaggregation of Revenue**

The following table disaggregates revenue by source for the year ended December 31, 2022:

	Point in Time	Over Time	Net Revenues
Franchise fee revenue	\$ -	\$ 262,169	\$ 262,169
Royalty revenue	-	64,725	64,725
Product revenue	64,356	-	64,356
Other franchise fee revenue	131,091	-	131,091
Other revenue	2,000	-	2,000
Total revenues	\$ 197,447	\$ 326,894	\$ 524,341

NOTES TO FINANCIAL STATEMENTS

5. Revenue and Related Contract Balances (continued)**Contract Assets**

Contract assets consist of unbilled revenue. Unbilled revenue consists of royalties and other franchise fees earned from franchisees for which a billing has not occurred.

Contract Costs

Contract costs consist of broker fees and commissions incurred when the franchise rights are sold to franchisees. The Company classifies the contract costs as deferred costs on the balance sheets. The following table reflects the change in contract costs from December 31, 2020 through December 31, 2022:

	<u>Contract Costs</u>
Balance at December 31, 2020	\$ -
Expense recognized during the year	(9,723)
New deferrals due to commissions incurred	200,000
Balance at December 31, 2021	190,277
Expense recognized during the year	(46,417)
New deferrals due to commissions incurred	530,000
Balance at December 31, 2022	<u>\$ 673,860</u>

The following table illustrates estimated expenses expected to be recognized in the future related to performance obligations that are unsatisfied (or partially unsatisfied) as of December 31, 2022:

2023	\$ 73,690
2024	73,892
2025	73,690
2026	73,690
2027	73,690
Thereafter	305,208
Total	<u>\$ 673,860</u>

Contract Liabilities

Contract liabilities consist of deferred revenue resulting from initial franchise fees, renewal fees and transfer fees paid by franchisees, which are recognized on a straight-line basis over the term of the franchise agreements. The Company classifies the contract liabilities as deferred revenue in the balance sheets. The following table reflects the change in contract liabilities from December 31, 2020 through December 31, 2022:

	<u>Contract Liabilities</u>
Balance at December 31, 2020	\$ -
Revenue recognized during the year	(114,870)
Additions during the year	309,400
Balance at December 31, 2021	194,530
Revenue recognized during the year	(262,169)
Additions during the year	763,190
Balance at December 31, 2022	<u>\$ 695,551</u>

NOTES TO FINANCIAL STATEMENTS

5. Revenue and Related Contract Balances (continued)**Contract Liabilities (continued)**

The following table illustrates estimated revenues expected to be recognized in the future related to performance obligations that are unsatisfied (or partially unsatisfied) as of December 31, 2022:

2023	\$	471,481
2024		26,553
2025		26,481
2026		26,481
2027		26,481
Thereafter		118,074
Total	<u>\$</u>	<u>695,551</u>

6. Accounts Receivable

Accounts receivable consisted of the following at December 31:

	<u>2022</u>	<u>2021</u>
Accounts receivable	\$ 11,129	\$ 4,270
Less: allowance for doubtful accounts	(2,311)	-
Accounts receivable, net	<u>\$ 8,818</u>	<u>\$ 4,270</u>

For the year ended December 31, 2022, the Company recognized \$2,311 bad debt expense related to accounts receivable.

7. Related Party Transactions**Transactions with Affiliate**

As of December 31, 2022 and 2021, the Company had a balance due to its affiliate, AWS, in the amount of \$261,104 and \$225,009, respectively. The amount due to its affiliate is unsecured, bears no interest, and is due on demand.

8. Credit Risk and Customer Concentrations**Credit risk**

Receivables consists primarily of amounts due from franchisees. The financial condition of these franchisees is largely dependent upon the underlying business trends of the Company's brands. This concentration of credit risk is mitigated, in part, by the large number of franchisees and the short-term nature of the receivables.

NOTES TO FINANCIAL STATEMENTS

8. Credit Risk and Customer Concentrations (continued)**Customer Concentrations**

The following table summarizes concentrations of accounts receivable in excess of 10% of receivables as of December 31:

Franchisee	2022	2021
A	**	80%
B	**	20%
C	18%	**
D	54%	**
E	18%	**

** Less than 10% of receivables

The following table summarizes concentrations of franchisees' revenue in excess of 10% of total revenues for the year ended December 31:

Franchisee	2022
A	28%
B	24%
F	10%

9. Income Taxes

The Company is taxed under the provisions of Subchapter S of the Internal Revenue Code, accordingly, no federal income tax provision or liability is reflected in the financial statements.

The Company files income tax returns in the U.S. federal jurisdiction and the states in which it operates. The Company is subject to routine audits by taxing jurisdictions; however, there are currently no audits for any tax periods in progress. The Company is subject to examination for all years since inception.

In accordance with FASB ASC 740-10, *Income Taxes*, the Company is required to disclose uncertain tax positions. Income tax benefits are recognized for income tax positions taken or expected to be taken in a tax return, only when it is determined that the income tax position will more-likely-than-not be sustained upon examination by taxing authorities. The Company has analyzed tax positions taken for filing with the Internal Revenue Service and all state jurisdictions where it operates. The Company believes that income tax filing positions will be sustained upon examination and does not anticipate any adjustments that would result in a material adverse effect on the Company's financial condition, results of operations or cash flows. Accordingly, the Company has not recorded any reserves, or related accruals for interest and penalties for uncertain income tax positions at December 31, 2022 and 2021.

10. Commitments and Contingencies**Litigation**

Various legal actions and claims which may arise in the normal course of business may be pending against the Company from time to time. It is the opinion of management, based on consultation with counsel, that the ultimate resolution of these contingencies will not have a material effect on the financial condition, results of operations or liquidity of the Company.

NOTES TO FINANCIAL STATEMENTS

11. Subsequent Events

The Company has evaluated subsequent events through April 28, 2023, the date the financial statements were available to be issued.

**ACCELERATED SERVICES FRANCHISE, LLC
TAMPA, FLORIDA
BALANCE SHEET
DECEMBER 31, 2021**

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Brimmer, Burek & Keelan, LLP

Certified Public Accountants

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INDEPENDENT AUDITORS' REPORT

Donald T. Keyes, CPA
Kara K. Keyes, CPA
Frank D. Lagor, CPA
Heather R. Kovalsky, CPA
Susan W. Evans, CPA
Cong C. Nguyen, CPA

To the Officers and Directors
Accelerated Services Franchise, LLC
Tampa, Florida

We have audited the accompanying balance sheet of Accelerated Services Franchise, LLC as of December 31, 2021 and the related notes.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America; 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.

Auditors' Responsibility

Our responsibility is to express an opinion on this financial statement based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statement is free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statement. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statement, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statement in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statement.



Members of:
Center for Audit Quality

American Institute of
Certified Public Accountants

Florida Institute of Certified
Public Accountants

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the balance sheet referred to above presents fairly, in all material respects, the financial position of Accelerated Services Franchise, LLC as of December 31, 2021, in accordance with accounting principles generally accepted in the United States of America.

BRIMMER, BUREK & KEELAN LLP

Brimmer, Burek + Keelan LLP

Certified Public Accountants

May 3, 2022

**ACCELERATED SERVICES FRANCHISE, LLC
TAMPA, FLORIDA
BALANCE SHEET
DECEMBER 31, 2021**

ASSETS

	2021
Current assets	
Cash	\$ 23,302
Accounts receivable	4,270
Total current assets	27,572
Total other assets	-
Total assets	\$ 27,572

LIABILITIES AND MEMBERS' EQUITY

	2021
Current liabilities	
Credit card payable	\$ 20,592
Deferred revenue	119,740
Related party payable	225,009
Total current liabilities	365,341
Deferred revenue, net of current portion	74,790
Total liabilities	440,131
Members' equity	
Members' equity	(412,559)
Total members' equity	(412,559)
Total liabilities and members' equity	\$ 27,572

**ACCELERATED SERVICES FRANCHISE, LLC
TAMPA, FLORIDA
NOTES TO BALANCE SHEET
DECEMBER 31, 2021**

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Business Operations

The Company was formed in Florida on August 19, 2019 to offer JUNK SHOT and DOORSTEP DETAILS franchises. We do business under our corporate name and the trade names, JUNK SHOT and DOORSTEP DETAILS.

We grant franchises to qualified candidates in the United States for the operation of junk/bulk removal businesses. We grant the right to operate businesses providing residential and commercial junk/bulk removal and hauling service under the name JUNK SHOT or doorstep trash removal valet service for multi-family residential properties under the name DOORSTEP DETAILS, using our proprietary products, technology, and techniques. “Junk” is defined as items not removed in the normal municipal pick-up. The Company has three franchisees operating as of December 31, 2021.

Cash and Equivalents

The Company considers cash in banks and money market accounts to be cash equivalents.

Financial Instruments

Financial instruments consist of cash and cash equivalents, accounts receivable, investments, accounts payable and long-term debt. The carrying value of cash, accounts receivable, and accounts payable approximate fair value due to their short-term nature. Investments, if any, are carried at cost which approximates the current market value based on quoted market prices in active markets (Level 1 in the fair value hierarchy). Debt is estimated to approximate fair value based on the discounted present value using current market interest rates.

Income Taxes

The Company, with the consent of its members, has elected under the Internal Revenue Code to be treated as an S-Corporation. In lieu of corporation income taxes, the members of an S-Corporation are taxed on their proportionate share of the corporation's taxable income. Therefore, no provision or liability for Federal income taxes has been included in the accompanying financial statements.

Management has evaluated the Company's income tax positions and concluded that there are no uncertain tax positions taken as of fiscal year end that would require recognition of liability or provision for income taxes in these financial statements. Filed tax returns generally remain open for examination for a period of three years.

ACCELERATED SERVICES FRANCHISE, LLC
TAMPA, FLORIDA
NOTES TO BALANCE SHEET
DECEMBER 31, 2021

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Revenue recognition

The Company adopted Topic 606 and ASU 2021-02 using the modified retrospective transition method effective. Results for the reporting period are presented in accordance with Topic 606, while prior period amounts are not adjusted and continue to be reported in accordance with our historical accounting under Topic 605, Revenue Recognition. The items impacted by the adoption include the timing of franchise and development revenue. The Company has elected to apply the practical expedient in ASU 2021-02 to recognize pre-opening services as a single performance obligation.

Deferred revenue

Franchise deferred revenue results from initial and successor franchise fees which are generally recognized on a straight-line basis over the term of the underlying franchise agreement.

Concentrations of Credit Risk

The Company maintains cash accounts at banks which may, at times, exceed the \$250,000 amounts insured by the U. S. Federal Deposit Insurance Corporation.

Management Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statements and revenues and expenses during the year then ended. It is at least reasonably possible that actual results could differ from those estimates.

Advertising

The Company follows the policy of charging the cost of advertising and promotions to expense as incurred. Amounts contributed by vendors are treated as a reduction of the total cost.

NOTE 2 – MEMBERS’ EQUITY

The Company has established member interests that are a voting class and a non-voting class. The voting class members contributed \$50,000 of cash in the year ending 2019.

**ACCELERATED SERVICES FRANCHISE, LLC
TAMPA, FLORIDA
NOTES TO BALANCE SHEET
DECEMBER 31, 2021**

NOTE 3 - RELATED PARTY TRANSACTIONS

Accelerated Waste Solutions of North America, LLC (AWS) is owned by two of the members of AFS. AWS will provide services to the franchisees and licenses certain intellectual property to ASF. Additionally, ASF utilizes office space at AWS's facilities. AWS has also advanced funds to ASF in the amount of \$225,009 during the 2021 year.

NOTE 4 - SUBSEQUENT EVENTS

The date to which events occurring after December 31, 2021, the date of the most recent balance sheet, have been evaluated for possible adjustment to the financial statements or disclosure is May 3, 2022, which is the date on which financial statements were available to be issued.

**ACCELERATED SERVICES FRANCHISE, LLC
TAMPA, FLORIDA
BALANCE SHEET
DECEMBER 31, 2020**

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Brimmer, Burek & Keelan, LLP

Certified Public Accountants

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Donald T. Keyes, CPA
Kara K. Keyes, CPA
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Susan W. Evans, CPA
Cong C. Nguyen, CPA

INDEPENDENT AUDITORS' REPORT

To the Officers and Directors
Accelerated Services Franchise, LLC
Tampa, Florida

We have audited the accompanying balance sheet of Accelerated Services Franchise, LLC as of December 31, 2020 and the related notes.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America; 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.

Auditors' Responsibility

Our responsibility is to express an opinion on this financial statement based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statement is free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statement. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statement, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statement in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statement.



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Certified Public Accountants

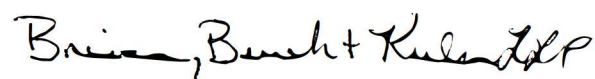
Florida Institute of Certified
Public Accountants

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the balance sheet referred to above presents fairly, in all material respects, the financial position of Accelerated Services Franchise, LLC as of December 31, 2020, in accordance with accounting principles generally accepted in the United States of America.

BRIMMER, BUREK & KEELAN LLP


Certified Public Accountants

April 15, 2021

**ACCELERATED SERVICES FRANCHISE, LLC
TAMPA, FLORIDA
BALANCE SHEETS
DECEMBER 31, 2020**

ASSETS

	2020
Current assets	
Cash	\$ 20,198
Total current assets	20,198
Total other assets	-
Total assets	\$ 20,198

LIABILITIES AND MEMBERS' EQUITY

	2020
Current liabilities	
Credit card payable	\$ 22,002
Related party payable	105,092
Total current liabilities	127,094
Long-term debt	-
Total liabilities	127,094
Members' equity	
Members' equity	(106,896)
Total members' equity	(106,896)
Total liabilities and members' equity	\$ 20,198

Please read accountant's audit report and accompanying notes.

**ACCELERATED SERVICES FRANCHISE, LLC
TAMPA, FLORIDA
NOTES TO BALANCE SHEET
DECEMBER 31, 2020**

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Business Operations

The Company was formed in Florida on August 19, 2019 to offer JUNK SHOT and DOORSTEP DETAILS franchises. We are a startup Company. We do business under our corporate name and the trade names, JUNK SHOT and DOORSTEP DETAILS.

We grant franchises to qualified candidates in the United States for the operation of junk/bulk removal businesses. We grant the right to operate businesses providing residential and commercial junk/bulk removal and hauling service under the name JUNK SHOT or doorstep trash removal valet service for multi-family residential properties under the name DOORSTEP DETAILS, using our proprietary products, technology, and techniques. “Junk” is defined as items not removed in the normal municipal pick-up. The Company granted one franchise as of December 31, 2020.

Cash and Equivalents

The Company considers cash in banks and money market accounts to be cash equivalents.

Financial Instruments

Financial instruments consist of cash and cash equivalents, accounts receivable, investments, accounts payable and long-term debt. The carrying value of cash, accounts receivable, and accounts payable approximate fair value due to their short-term nature. Investments, if any, are carried at cost which approximates the current market value based on quoted market prices in active markets (Level 1 in the fair value hierarchy). Debt is estimated to approximate fair value based on the discounted present value using current market interest rates.

Income Taxes

The Company, with the consent of its members, has elected under the Internal Revenue Code to be treated as an S-Corporation. In lieu of corporation income taxes, the members of an S-Corporation are taxed on their proportionate share of the corporation's taxable income. Therefore, no provision or liability for Federal income taxes has been included in the accompanying financial statements.

Management has evaluated the Company's income tax positions and concluded that there are no uncertain tax positions taken as of fiscal year end that would require recognition of liability or provision for income taxes in these financial statements. Filed tax returns generally remain open for examination for a period of three years.

**ACCELERATED SERVICES FRANCHISE, LLC
TAMPA, FLORIDA
NOTES TO BALANCE SHEET
DECEMBER 31, 2020**

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Concentrations of Credit Risk

The Company maintains cash accounts at banks which may, at times, exceed the \$250,000 amounts insured by the U. S. Federal Deposit Insurance Corporation.

Management Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statements and revenues and expenses during the year then ended. It is at least reasonably possible that actual results could differ from those estimates.

Advertising

The Company follows the policy of charging the cost of advertising and promotions to expense as incurred. Amounts contributed by vendors are treated as a reduction of the total cost.

NOTE 2 -- MEMBERS' EQUITY

The Company has established member interests that are a voting class and a non-voting class. The voting class members contributed \$50,000 of cash in the year ending 2019.

NOTE 3 - RELATED PARTY TRANSACTIONS

Accelerated Waste Solutions of North America, LLC (AWS) is owned by two of the members of AFS. AWS will provide services to the franchisees and licenses certain intellectual property to ASF. Additionally, ASF utilizes office space at AWS's facilities. AWS has also advanced funds to ASF in the amount of \$105,092 during the 2020 year.

NOTE 4 - SUBSEQUENT EVENTS

The date to which events occurring after December 31, 2020, the date of the most recent balance sheet, have been evaluated for possible adjustment to the financial statements or disclosure is April 15, 2021, which is the date on which financial statements were available to be issued.

**EXHIBIT F TO
THE DISCLOSURE DOCUMENT
ACCELERATED SERVICES FRANCHISE, LLC
LIST OF CURRENT FRANCHISEES
AND LIST OF FRANCHISEES WHO HAVE LEFT THE SYSTEM**

LIST OF FRANCHISEES AS OF DECEMBER 31, 2022

Franchisee	Street Address	City	ST	Zip	Phone
Rhotreads, LLC; David L. Walton	165 Pleasant View Drive	Pleasant Hill	CA	94523	341-440-3903
WrenBird Waste LLC; John Wren	4118 Hampshire Place	Colorado Springs	CO	80906	713-471-0305
Brako USA, LLC; Marina Tonella	3117 W Columbus Dr, Suite 205	Tampa	FL	33607	813-388-3045
Good Earth Environmental Services LLC; Kenneth Strickland	6400 Grand Magnolia Drive	Sugar Hill	GA	30518	317-829-4827
Harrison Zahor VA Enterprise LLCL; Nicholas John Zahor; Gavin O'Leary Harrison	290 S. Dinwiddie Street	Arlington	VA	22206	410-504-4229
Digital Waste Transit Corp.; Andrea D. Fuller	9285 Cool Spring Road	Mechanicsville	VA	23116	804-876-2577
Digital Waste Transit Corp.; Andrea D. Fuller	10104 Cool Hive Place	Mechanicsville	VA	23116	804-876-2577
Richie Services, LLC; Anthane Richie	1742 Watershed Ct	Chesapeake	VA	23323	424-731-5656
Good Cynt's Disposal, Inc.; Cynthia Watson (Doorstep Details)	33 Ashland Avenue	West Orange	NJ	07052	973-809-8315
Go About Doing Good Corporation	5795 Saint Andrews	Schertz	TX	78108	414-308-8151

**LIST OF FRANCHISEES WITH SIGNED FRANCHISE AGREEMENT,
BUT OUTLET NOT OPEN AS OF DECEMBER 31, 2022**

Franchisee	Street Address	City	ST	Zip	Phone
Ascent Wealth Separation, LLC; James Carmazzi	2568 Buzz Aldrin Way	Sacramento	CA	95834	916-752-4071
Valiant Waste Services LLC; Raymond Fields Sr	3363 Morelyn Crest Circle	Orlando	FL	32828	407-697-1814
IFAM Inc; Fabian Iannacchino	1640 Stickney Point Road	Sarasota	FL	34231	416-817-9485

Innovative Dynamic Concepts, LLC; Kenneth Murtha	805 White Eagle Circle	Saint Augustine	FL	32086	904-293-9271
Ericson Waste Solutions; Eric Sharpe	1190 Lynway Ln SW	Atlanta	GA	30311	412-265-5598
Good Earth Environmental Services LLC; Kenneth Strickland (2 nd Location)	6400 Grand Magnolia Drive	Sugar Hill	GA	30518	317-829-4827
C2 Operations, LLC; Henry Cobb	2608 Castle Croft Rd	Greensboro	NC	27407	843-910-2493
C2 Operations, LLC; Henry Cobb (2 nd Location)	2608 Castle Croft Rd	Greensboro	NC	27407	843-910-2493
Peaker Brothers Incorporated; Jerome Peaker	3058 Stony Hollow Ct	Loveland	OH	45140	513-923-0527
Good Cynt's Disposal, Inc.; Cynthia Watson (2 nd Location)	33 Ashland Avenue	West Orange	NJ	07052	973-809-8315
DRW Waste Management; Dequaris Reed	19123 Longhorn Point Drive	Cypress	TX	77433	205-657-9164
Mi Gente United LLC: Fredy Guzman	7411 Photon Walk	San Antonio	TX	78252	631-306-6166
Better than we found it; Alan Taber	7809 Bella Way	Arlington	TX	76001	682-230-1436

LIST OF FRANCHISEES WHO LEFT THE SYSTEM AS OF DECEMBER 31, 2022

Franchisee	City	ST	Phone
None			

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

**EXHIBIT G TO
THE DISCLOSURE DOCUMENT**

**ACCELERATED SERVICES FRANCHISE, LLC
FRANCHISE DISCLOSURE QUESTIONNAIRE**

FRANCHISEE DISCLOSURE QUESTIONNAIRE

As you know, Accelerated Services Franchise, LLC and you are preparing to enter into a Franchise Agreement for the operation of a Franchised Business. In this Franchisee Disclosure Questionnaire, Accelerated Services Franchise, LLC will be referred to as “we” or “us.” The purpose of this Questionnaire is to determine whether any statements or promises were made to you that we did not authorize and that may be untrue, inaccurate or misleading. Please review each of the following questions carefully and provide honest and complete responses to each question.

1. Franchisee acknowledges, expressly represents, and warrants that it has received and personally reviewed Franchisor’s Disclosure Document Franchisor has provided to Franchisee.

_____ [Franchisee’s Initials]

Comments:

The following only applies to Maryland residents and/or franchises to be operated in the State of Maryland:

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.

By signing this Franchisee Disclosure Questionnaire, you are representing that you have responded truthfully to the above questions.

Name of Franchisee/Applicant:

Date: _____

_____, Individually

Date: _____

_____, Individually

EXHIBIT H TO THE DISCLOSURE DOCUMENT
ACCELERATED SERVICES FRANCHISE, LLC
GENERAL RELEASE (SAMPLE FORM)

**GENERAL RELEASE
(SAMPLE FORM)**

THIS GENERAL RELEASE is made and given on this ____ day of _____, 20____
by _____, (“**RELEASOR**”) an
individual/corporation/ limited liability company/partnership with a principal address of _____
_____, in consideration of:

_____ the execution by Accelerated Services Franchise, LLC, a Florida limited liability
company (“**RELEASEE**”), of a successor Franchise Agreement or other renewal documents renewing the
franchise (the “**Franchise**”) granted to RELEASOR by RELEASEE pursuant to that certain Franchise
Agreement (the “**Franchise Agreement**”) between RELEASOR and RELEASEE; or

_____ RELEASEE’S consent to RELEASOR’S assignment of its rights and duties under the
Franchise Agreement; or

_____ RELEASEE’S consent to RELEASOR’S assumption of rights and duties under the
Franchise Agreement; or

_____ [insert description]
and other good and valuable consideration, the adequacy of which is hereby acknowledged, and accordingly
RELEASOR hereby releases and discharges RELEASEE, RELEASEE’S officers, directors, shareholders,
managers, members, partners, owners, employees and agents (in their corporate and individual capacities),
and RELEASEE’S successors and assigns, from any and all causes of action, suits, debts, damages,
judgments, executions, claims and demands whatsoever, in law or in equity, that RELEASOR and
RELEASOR’S heirs, executors, administrators, successors and assigns had, now have or may have, upon
or by reason of any matter, cause or thing whatsoever from the beginning of the world to the date of this
RELEASE arising out of or related to the Franchise or the Franchise Agreement, including, without
limitation, claims arising under federal, state and local laws, rules and ordinances.

[If Releasor is domiciled or has his or her principal place of business in the State of California]

WAIVER OF SECTION 1542 OF THE CALIFORNIA CIVIL CODE.

(“Releasor”) for myself and on behalf of all persons acting by or through me, acknowledge that I am familiar
with Section 1542 of the California Civil Code, which reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW
OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE,
WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER
SETTLEMENT WITH THE DEBTOR.

With respect to those claims being released, I acknowledge, for myself and on behalf of all persons acting by or
through me, which I am releasing unknown claims and waive all rights I have or may have under Section 1542
of the California Civil Code or any other statute or common law principle of similar effect. For purposes of this
paragraph, I shall be considered to be creditors of Releasee, and each of them.

THIS IS A SPECIFIC RELEASE GIVING UP ALL RIGHTS WITH RESPECT TO THE
TRANSACTIONS OR OCCURRENCES THAT ARE BEING RELEASED UNDER THIS
AGREEMENT.

This General Release shall not be amended or modified unless such amendment or modification is
in writing and is signed by RELEASOR and RELEASEE.

IN WITNESS WHEREOF, RELEASOR has executed this General Release as of the date first
above written.

RELEASOR: _____
(type/print name)

By: _____

Name: _____

Title: _____

(or, if an individual)

Signed: _____

Name printed: _____

[This General Release agreement will be modified as necessary for consistency with any state law regulating franchising.]

ACKNOWLEDGMENT

State of _____)

) ss

County of _____)

On this ____ day of _____, 20____ before me personally came _____, known to me to be the same person whose name is signed to the foregoing General Release, and acknowledged the execution thereof for the uses and purposes therein set forth, [and who did swear and say that he/she is the _____ (title) of _____ (company name), and he/she has the authority to execute said General Release].

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

(NOTARIAL SEAL)

Notary Public

My Commission Expires:

[This General Release will be modified as necessary for consistency with any state law regulating franchising.]

EXHIBIT I TO THE DISCLOSURE DOCUMENT
ACCELERATED SERVICES FRANCHISE, LLC
STATE SPECIFIC ADDENDA

**ACCELERATED SERVICES FRANCHISE, LLC
STATE SPECIFIC ADDENDA**

FOR THE STATE OF CALIFORNIA

The registration of this franchise offering by the California Department of Financial Protection and Innovation does not constitute approval, recommendation, or endorsement by the commissioner

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.

The California Corporations Code, Section 31125, requires us to give you a disclosure document, in a form containing the information that the commissioner may by rule or order require, before a solicitation of a proposed material modification of an existing franchise.

The Franchise Agreement contains provisions shortening the statute of limitations to bring claims and requiring you to waive your right to punitive or exemplary damages against the franchisor, limiting your recovery to actual damages for any claims related to your franchise. Under California Corporations Code 31512, these provisions are not enforceable in California for any claims you may have under the California Franchise Investment Law.

Item 3 of the disclosure document is supplemented by the following:

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

Item 5 of this disclosure document is supplemented by the following:

“The Department has determined that we, the franchisor, have not demonstrated we are adequately capitalized and/or that we must rely on franchise fees to fund our operations. The commissioner has imposed a fee deferral condition, which requires that we defer the collection of all initial fees from California franchisees until we have completed all of our pre-opening obligations and you are open for business. For California franchisees who sign a development agreement, the payment of the development and initial fees attributable to a specific unit in your development schedule is deferred until that unit is open.”

Item 17 of the disclosure document is supplemented by the following:

California Business and Professions Code, Sections 20000 through 20043 provides rights to the franchisee concerning transfer, termination or nonrenewal of a franchise. If the Franchise Agreement contains a provision that is inconsistent with the law, the law will control.

You must sign a general release if you renew or transfer your franchise. 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).

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

The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. § 101 *et seq.*).

The Franchise Agreement provides for mediation and/or arbitration for certain disputes. The mediation and/or arbitration will occur at a location within 10 miles of our then current address (currently Tampa, Florida). This provision may not be enforceable under California law.

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

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

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

FOR THE STATE OF ILLINOIS

Item 5 is supplemented with the following:

“Payment of Initial Franchise Fees will be deferred until Franchisor has met its initial obligations to franchisee, and franchisee has commenced doing business. This financial assurance requirement was imposed by the Office of the Illinois Attorney General due to Franchisor’s financial condition.”

Item 17 is supplemented by the following:

Section 705/4 of the Illinois Franchise Disclosure Act of 1987 (the “Illinois Franchise Disclosure Act”) provides that any provision in the Franchise Agreement that designates venue outside of Illinois is void with respect to any cause of action that is otherwise enforceable in Illinois; however, the Agreement may provide for arbitration in a forum outside of Illinois.

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

Illinois law shall apply to and govern the Franchise Agreement.

The conditions under which your franchise can be terminated and your rights on renewal may be affected by Illinois law, 815 ILCS 705/19 and 705/20.

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

FOR THE STATE OF MINNESOTA

1. Item 5 and Item 7 are supplemented by the following:

Based upon the franchisor’s financial condition, the Minnesota Department of Commerce has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement.

- Item 17 is supplemented by adding the following language to the end of the “Summary” section of Item 17(c) (Requirements for franchisee to renew or extend) and Item 17(m) (Conditions for our approval of transfer by franchisee):

Minnesota Rule 2860.4400D prohibits us from requiring you to assent to a release, assignment, novation, or waiver that would relieve any person from liability imposed by Minnesota Statute §§80C.01-80C.22.

- Item 17 is supplemented by adding the following language to the end of the “Summary” section of Item 17(f) (Termination by franchisor with cause):

Minnesota law provides a franchisee with certain termination and non-renewal rights. Minnesota Statutes Sec. 80C.14, Subs. 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 applicable agreement.

- Item 17 is supplemented by adding the following language to the end of the “Summary” section of Item 17(v) (Choice of forum):

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

FOR THE STATE OF MARYLAND

Item 5 of the disclosure document is supplemented as follows:

Based on the franchisor’s financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement.

Item 17 of the disclosure document is supplemented as follows:

The Franchise Agreement provides for termination upon bankruptcy. These provisions may not be enforceable under federal bankruptcy law.

The general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

You may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

The franchise agreement provides that disputes are resolved through arbitration. A Maryland franchise regulation states that it is an unfair or deceptive practice to require a franchisee to waive its right to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable.

FOR THE STATE OF NEW YORK

- The following information is added to the cover page of the franchise disclosure document:

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT F OR YOUR PUBLIC LIBRARY FOR SERVICES OR 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 THIS FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE APPROPRIATE STATE OR PROVINCIAL AUTHORITY.

THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

2. Item 3 is supplemented by the following:

Except as disclosed in Item 3 of the disclosure document, neither we, our predecessors, any person identified in Item 2, nor an Affiliate offering franchises under our principal trademark has, an administrative, criminal, or civil action pending against it, him, or her alleging a felony; a violation of franchise, antitrust or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property; unfair or deceptive practices, or comparable civil or misdemeanor allegations. In addition, neither we, our predecessors, any person identified in Item 2, or an Affiliate offering franchises under our principal trademark, has any 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.

Neither we, our predecessors, any person identified in Item 2, nor an Affiliate offering franchises under our principal trademark, 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, unfair or deceptive practices, or comparable allegations.

Neither we, our predecessors, any person identified in Item 2, nor an Affiliate offering franchises under our principal trademark, is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under federal, state or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. The following is added to the end of the “Summary” sections of Item 17(c), titled “Requirements for franchisee to renew or extend,” and Item 17(m), entitled “Conditions for franchisor approval of transfer”:

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687(4) and 687(5) be satisfied.

4. The following language replaces the “Summary” section of Item 17(d), titled “Termination by franchisee”: You may terminate the agreement on any grounds available by law.

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

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

FOR THE STATE OF VIRGINIA

In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, Item 17.h. of the Franchise Disclosure Document is supplemented by the following:

“Under 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.”

Item 5 of the disclosure document is supplemented as follows

The Virginia State Corporation Commission’s Division of Securities and Retail Franchising requires us to defer payment of the initial franchise fee and other initial payments owed by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the franchise agreement.

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

FOR THE STATE OF WISCONSIN

Item 17 of the disclosure document is supplemented by the following:

For franchisees subject to the Wisconsin Fair Dealership Law, Ch. 135, Stats., provisions in the Fair Dealership Law supersede any inconsistent provisions of the Franchise Agreement or a related contract.

EXHIBIT J TO THE DISCLOSURE DOCUMENT
ACCELERATED SERVICES FRANCHISE, LLC
STATE EFFECTIVE DATES

STATE EFFECTIVE DATES

The following states require that the franchise disclosure document be registered or filed with the state or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

This document is effective and may be used in the following states, where the document is filed, registered or exempt from registration as of the Effective Date stated below.

State	Effective Date
California	Pending
Illinois	Pending
Indiana	Pending
Maryland	Pending
Michigan	December 23, 2022
Minnesota	Pending
New York	Pending
Virginia	Pending
Wisconsin	April 28, 2023

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

EXHIBIT K TO THE DISCLOSURE DOCUMENT
ACCELERATED SERVICES FRANCHISE, LLC
RECEIPTS

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 Accelerated Services Franchise, 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. Michigan requires that Accelerated Services Franchise, LLC give you this disclosure document at least ten (10) business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first. New York requires us to provide you the disclosure document to you by the earliest of (1) the first personal meeting to discuss our franchise; or (2) ten business days before the signing of a binding agreement; or (3) ten business days before a payment to Shine Development, Inc. or its agent.

If Accelerated Services Franchise, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and State law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the state agency listed on Exhibit A. Accelerated Services Franchise, LLC’s agents for service of process are listed in Exhibit B.

Date of Issuance: April 28, 2023

The Franchise Seller(s) for this offering:

Name	Principal Business Address	Telephone No.
Sherrod Hunter	4821 N. Clark Avenue, Tampa, Florida	866-698-2874
Fred Tomlin, Jr.	4821 N. Clark Avenue, Tampa, Florida	866-698-2874

I have received a disclosure document dated April 28, 2023. State registration effective dates are listed on the State Effective Dates page. The disclosure document included the following Exhibits:

- | | |
|---|---|
| <ul style="list-style-type: none"> A. List of State Administrators B. List of State Agents for Service of Process C. Franchise Agreement and Exhibits D. Telephone Number and Website URL
Assignment Agreement E. Financial Statements | <ul style="list-style-type: none"> F. List of Current Franchisees and List of Franchisees Who have Left the System G. Franchise Disclosure Questionnaire H. General Release (Sample Form) I. State Specific Addenda J. State Effective Dates K. Receipt |
|---|---|

Date of Receipt

Signature (individually and/or as an officer of)

Print Name

(Name of corporation, LLC, or partnership)
a _____ Corporation
a _____ Limited Liability Company
a _____ Partnership

[KEEP THIS RECEIPT 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 Accelerated Services Franchise, 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. Michigan requires that Accelerated Services Franchise, LLC give you this disclosure document at least ten (10) business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first. New York requires us to provide you the disclosure document to you by the earliest of (1) the first personal meeting to discuss our franchise; or (2) ten business days before the signing of a binding agreement; or (3) ten business days before a payment to Shine Development, Inc. or its agent.

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|---|---|

Date of Receipt

Signature (individually and/or as an officer of)

Print Name

(Name of corporation, LLC, or partnership)
a _____ Corporation
a _____ Limited Liability Company
a _____ Partnership

**[RETURN THIS COMPLETED FORM TO ACCELERATED SERVICES FRANCHISE, LLC,
4821 N. CLARK AVENUE, TAMPA, FLORIDA 33614]**