FRANCHISE DISCLOSURE DOCUMENT

Junkluggers Franchising SPE LLC
A Delaware Limited Liability Company
7120 Samuel Morse Drive, Suite 300
Columbia, Maryland 21046
(410) 740-1900
www.junkluggers.com
www.luggersmoving.com
www.remixmarket.com

The franchise described in this disclosure document is for the operation of a JUNKLUGGERS business, which offers residential and commercial "eco-friendly" junk removal services and second-hand goods and furniture procurement and retail services. The junk removal services operate under the Junkluggers mark and the second-hand goods and furniture procurement, restoration and/or retail services operate under our Remix Market mark. Depending on your financial ability and experience, we may permit additional moving and packing services under our Luggers Moving mark.

The junk removal services ("**Junk Removal Services**") and the procurement, restoration, and/or retail sale of second-hand furniture and other goods procured through Junk Removal Services ("**Remix Services**") are collectively the "**Principal Approved Services**". The moving and packing services constitute the "**Additional Moving Services**". Collectively, the Principal Approved Services and the Additional Moving Services are referred to as the "**Approved Services**". Our franchise includes the right to use the applicable trademarks, trade dress and operating system.

The total investment necessary to begin operation of a JUNKLUGGERS franchise is $98,110 to $359,290. This includes $55,000 that must be paid to the franchisor or its affiliates.

This disclosure document summarizes certain provisions of your Franchise Agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive this disclosure document at least 14 calendar days before you sign a binding agreement with, or make any payment to, the franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no 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 your personal Franchise Development Manager at 7120 Samuel Morse Drive, Suite 300, Columbia, Maryland 21046 and 410-740-1900.

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.

Issued: April 30, 2023, as amended February 9, 2024

How to Use This Franchise Disclosure Document

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

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits 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 Exhibits F and G.
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 I 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 JUNKLUGGERS 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 JUNKLUGGERS franchisee?	Item 20 or Exhibits F and G list current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all 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 J.

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

Special Risks to Consider About *This* Franchise

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

1. **Out-of-State Dispute Resolution**. The Franchise Agreement requires you to resolve disputes with us by arbitration and litigation only in the judicial district in which we have our principal place of business at the time the action is commenced, which is currently Columbia, Maryland. Out-of-state arbitration and litigation may force you to accept a less favorable settlement for disputes. It may also cost you more to arbitrate with us or sue us in Maryland than in your own state.

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

3. **Sales Performance Required**. You must maintain minimum sales performance levels. Your inability to maintain these levels may result in loss of any territorial rights you are granted, termination of your franchise, and loss of your investment.

4. **Unregistered Trademark.** One of the primary trademarks that you will use in your business is not federally registered. If the franchisor's right to use this trademark in your area is challenged, you may have to identify your business and its products or services with a name that differs from that used by other franchisees or the franchisor. This change can be expensive and may reduce brand recognition of the products or services you offer.

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

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EXHIBITS

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K. State Addenda/State Franchise Agreement Amendments

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

This disclosure document describes the JUNKLUGGERS franchises. In this disclosure document:

"**JLF-SPE**", "**Franchisor,**" "**we**", "**us**" and "**our**" mean Junkluggers Franchising SPE LLC, the franchisor.

"**You**," "**your**," or "**Franchisee**" refers to the individual or company that enters into a franchise agreement with us for a Franchised Business (a "**Franchise Agreement**").

"**Owners**" means the person(s) identified in the Franchise Agreement as owners of the Franchisee and all other persons whom we may subsequently approve to acquire an interest in the franchise.

The Franchisor

We are a Delaware limited liability company organized on December 30, 2022. We do business under our company name and as JUNKLUGGERS. Our principal place of business is 7120 Samuel Morse Drive, Suite 300, Columbia, Maryland 21046. To the extent we have appointed agents for service of process in other states, they are listed in Exhibit J.

Our Parents, Predecessors, and Affiliates

Our predecessor as franchisor of the JUNKLUGGERS brand was Junkluggers Franchising, LLC ("**JFL**"), a Delaware limited liability company. On December 14, 2022, Authority Brands, Inc. ("**AB Inc.**") acquired substantially all of the equity of JFL.

After the closing of the acquisition of JFL, AB Inc. undertook a secured financing transaction (the "**Add-on Securitization**") by which the acquired JUNKLUGGERS assets were contributed to a pre-existing pool of securitized assets. This pool was created as part of a previous secured financing transaction which closed on May 14, 2021 (the "**2021 Securitization**"). We were formed on December 30, 2022 as part of the Add-on Securitization. The Add-on Securitization was completed on December 31, 2022, and all existing Franchise Agreements and related agreements for JUNKLUGGERS businesses were transferred to us at that time. Ownership and control of all U.S. trademarks and certain intellectual property relating to the operation of JUNKLUGGERS businesses were also transferred to us at that time.

At the time of the closing of the Add-on Securitization, we entered into a management agreement with AB Inc. to obtain the required support and services to JUNKLUGGERS franchisees under their franchise and related agreements. AB Inc. also acts as our franchise sales agent. We pay management fees to AB Inc. for these services. However, as the franchisor, we will be responsible and accountable to you to make sure that all support and services we are obligated to perform under your Franchise Agreement or other agreement you sign with us are performed in compliance with all applicable agreements.

Our direct parent company is AB Assetco LLC ("**AB Assetco**"), a Delaware limited liability company. AB Issuer LLC ("**AB Issuer**"), a Delaware limited liability company, is the direct parent company of AB Assetco. AB SPE Guarantor LLC ("**AB Guarantor**"), a Delaware limited liability company, is the direct parent company of AB Issuer. AB Assetco, AB Issuer, and AB Guarantor were organized as part of the 2021 Securitization.

AB Inc., a Delaware corporation, is the direct parent company of AB Guarantor and our indirect parent. AB Inc. was known as "Villa BidCo, Inc." until changing its name to Authority Brands, Inc.

effective May 17, 2021. AB Assetco, AB Guarantor and AB Inc. all share our principal business address. Our ultimate majority owner are Funds advised by Apax Partners, LLP, a private equity firm based in London, United Kingdom ("**Apax**").

Other than JFL, we have no predecessors as franchisor of the JUNKLUGGERS brand within the last ten years. We began offering JUNKLUGGERS franchises on January 17, 2023.

We do not operate any JUNKLUGGERS businesses. However, our affiliates, Junkluggers, LLC ("**JLL**"), a Connecticut limited liability company, and Lug Life, LLC ("**LLL**"), a New York limited liability company, operate JUNKLUGGERS businesses in Connecticut and New York, respectively. JLL and LLL have the same address as us. We refer to JUNKLUGGERS businesses operated by our affiliates as "**Company-Owned Outlets**" for purposes of this disclosure document.

Neither we nor our predecessor has offered franchises in any other line of business. However, as summarized in the table below, we have affiliates that offer franchises in other lines of business. Most of these affiliates were also formed either as part of the 2021 Securitization or when our parent added a newly-acquired brand to the securitization pool, and each has a predecessor that offered franchises of the same brand before the closing of the 2021 Securitization Transaction closed or the newly-acquired brand was added. Except as otherwise noted, all listed affiliates have the same address as us:

Affiliate	**Franchise Offered**	**Month and Year Affiliate or its Predecessor Began Offering Franchises**	**Number of Franchises as of December 31, 2022**
ASP Franchising SPE LLC Delaware limited liability company	ASP – AMERICA'S SWIMMING POOL COMPANY Swimming pool cleaning, swimming pool maintenance, swimming pool renovation services, and related services and products	January 2006	128
Benjamin Franklin Franchising SPE LLC Delaware limited liability company	BENJAMIN FRANKLIN PLUMBING Plumbing repair and services	September 2001	276

Affiliate	Franchise Offered	Month and Year Affiliate or its Predecessor Began Offering Franchises	Number of Franchises as of December 31, 2022
Color World New Franchise Systems, LLC Delaware limited liability company	COLOR WORLD PAINTING Residential and commercial painting; deck painting, staining, or repair; fence painting or staining; power washing; minor carpentry, cleaning or repair services; drywall repair; gutter installation or removal; and holiday lighting services and other related services.	January 2022	50
DoodyCalls Franchising SPE LLC Delaware limited liability company	DOODYCALLS Exterior pet waste removal service and odor control service	July 2016	73
STOP Franchising SPE LLC Delaware limited liability company	DRYMEDIC Residential and commercial restoration services, including cleaning, deodorizing and reconstruction of buildings and contents due to fire, smoke, water, mold, normal wear, or other causes of damage, and other related services	April 2017	27
Homewatch CareGivers Franchising SPE LLC Delaware limited liability company	HOMEWATCH CAREGIVERS Companionship, personal care, complex personal care and nursing services provided by home health aides, personal care providers, certified nurse assistants, licensed practical nurses and registered nurses	January 1996	224

Affiliate	**Franchise Offered**	**Month and Year Affiliate or its Predecessor Began Offering Franchises**	**Number of Franchises as of December 31, 2022**
Homewatch CareGivers International, Inc. Delaware corporation	HOMEWATCH CAREGIVERS Companionship, personal care, complex personal care and nursing services provided by home health aides, personal care providers, certified nurse assistants, licensed practical nurses and registered nurses	September 2017	9
Lawn Squad Franchising LLC Delaware limited liability company	LAWN SQUAD Residential and commercial weed control, lawn care, and related services	September 2023	0
Mister Sparky Franchising SPE LLC Delaware limited liability company	MISTER SPARKY Electric services	June 2006	139
Monster Franchising SPE LLC Delaware limited liability company	MONSTER TREE SERVICE Residential and commercial tree services, including year-round performance of tree removal, pruning, land clearing, stump grinding, plant healthcare and other tree care services	September 2020	247
Mosquito Squad Franchising SPE LLC Delaware limited liability company	MOSQUITO SQUAD Residential and commercial outdoor pest control services and equipment	January 2005	215

Affiliate	Franchise Offered	Month and Year Affiliate or its Predecessor Began Offering Franchises	Number of Franchises as of December 31, 2022
One Hour Air Conditioning Franchising SPE LLC Delaware limited liability company	ONE HOUR HEATING & AIR CONDITIONING Residential and light commercial air conditioning and heating services	April 2003	351
Screenmobile Franchising SPE LLC Delaware limited liability company	SCREENMOBILE Residential and commercial window, patio, and door screen products and services	July 1984	148
The Cleaning Authority Franchising SPE LLC Delaware limited liability company	THE CLEANING AUTHORITY Residential cleaning services	September 2010	216
The Cleaning Authority, Inc. (“**TCA Canada**”) New Brunswick, Canada corporation 1 Germain Street, Suite 1700 Saint John NB E2L 4V1 Canada	THE CLEANING AUTHORITY Residential cleaning services	August 2014	6
Woofie’s Pet Ventures, LLC Virginia limited liability company	WOOFIE’S Pet sitting and dog walking services as well as pet grooming services and/or other ancillary services related to pet care	November 2018	9

We also have affiliates that offer goods and services to our franchisees. These affiliates are:

- BuyMax SPE LLC, a Delaware limited liability company (“**BuyMax**”). BuyMax negotiates agreements with manufacturers, distributors, and service providers for the benefit of franchisees of our affiliates and our franchisees. BuyMax also sells products to independent BuyMax® members who are not affiliated with us and may compete with our brand.

- Successware SPE LLC, a Delaware limited liability company (“**Successware**”) provides or arranges payment processing services for us and our affiliates.

A parent company, AB Assetco, guarantees our duties and obligations under the Franchise Agreements that we sign while the guarantee is in place, if we become unable to perform our duties and obligations. See Item 21.

The JUNKLUGGERS Franchise

Our franchises offer (A) residential and commercial junk removal services (the "**Junk Removal Services**") with a focus on landfill diversion through "eco-friendly" disposal which includes (i) recycling and/or reusing the items by donating them to charitable organizations on behalf of the customer; and (ii) delivering those items to an approved charity; and (B) second-hand furniture procurement, restoration and retail services ("**Remix Services**") under the trademark "**Remix Market"**. As of the date of this disclosure document, the Remix Services are offered virtually, through a "pop-up" location, or, subject to certain limitations, through a leased or owned premises.

The Approved Services do not include, and we do not authorize you to be in the business of: (a) picking up trash, debris or garbage that is normally picked up by municipalities or other private trash removal services; or (b) picking up and hauling liquids, gases or other flammable or hazardous waste.

We may grant approval for certain qualified franchises to offer residential and commercial moving and packing services under the trademark LUGGERS MOVING (the "**Moving Services**") once the franchise has been in operation for a minimum of 18 months. The Moving Services include packing boxes and the sale of certain moving materials including boxes and other packing materials. We may also grant you the right to offer additional services that include dumpster and/or recycling services and donation delivery. You must meet our then-current criteria and receive our written authorization to offer the Moving Services. Your costs and expenses to operate your Franchised Business will increase as a result of this addition. A franchise offering Moving Services may be required to purchase additional equipment and vehicle(s), attend additional training programs, meet additional marketing spend requirements, and obtain additional insurance coverage. We have not adopted a standard form of addendum for use in connection with the Moving Services, but we reserve the right to do so in the future.

We refer to your business of offering Junk Removal Services and Remix Services (and, if applicable, Moving Services) collectively as the "**Franchised Business**". Income from all these services is included in the definition of Gross Revenue of the Franchised Business. We reserve the right to split the Remix Services and/or the Moving Services portion of the Franchised Business into a separate franchise opportunity in the future.

We offer franchises only to persons and business entities that meet our qualifications and are willing to undertake the investment and effort to own and operate a JUNKLUGGERS business. Our current form of Franchise Agreement appears in <u>Exhibit A</u> to this disclosure document. As of the issuance date of this disclosure document, our form of Franchise Agreement includes contractual provisions applicable to the Approved Services and you will also sign the Remix Services Addendum to the Franchise Agreement, which is included in Exhibit A. If you meet our qualifications to license more than one territory, we may offer you the opportunity to license additional franchise territories at the time you license your initial territory. To do this, you must sign a separate Franchise Agreement for each territory, along with our Multi-Territory Addendum to the Franchise Agreement.

Each franchisee is required to organize, sponsor and hold a minimum of one charitable event each calendar year. This requirement applies to the franchisee and is not required in each Territory if a franchisee owns multiple Territories. A description of the charitable event requirements is contained the Brand Standards Manual and other communications prepared by us for use in operating the Franchised Business. Each franchisee is required to contribute a portion of the gross revenue from Remix Services to the approved charity on a recurring basis. The charitable event requirements reinforce the positive, charitable culture of the JUNKLUGGERS brand.

The Franchise Agreement authorizes you to use the trademarks, service marks, trade names, logos, and symbols we designate (the "**Marks**") to provide Junk Removal Services, Remix Services and, in certain circumstances, Moving Services. The Franchised Business will operate according to the know-how and system of operation we have developed and continue to develop for the JUNKLUGGERS brand (the "**System**"). The distinctive elements of the System include, but are not limited to: the products and services offered; our customer service standards; our standards and specifications for equipment, technology, supplies, and operations; our advertising and promotional programs and marketing techniques; the exterior and interior design, décor, color scheme, fixtures, and furnishings of the business premises; and the accumulated experience reflected in our Training Program and instructional materials. We have described our mandatory and recommended standards and procedures in a confidential operations manual (the "**Operations Manual**" or also sometimes referred to as the "**Brand Standards Manual")** or in other writings designated by us as part of the standards for the System (collectively with the Operations Manual, "**System Standards**" or **System Standards**"). Currently, the Operations Manual includes content regarding all of our services. If you become a franchisee, we will provide you with electronic access to the Operations Manual. We have the right to change the Operations Manual and the System Standards at any time.

Our franchisees operate the Franchised Business from a specific street address or site that we have approved for their business premises (the "**Approved Location**"). However, some of our franchisees have multiple franchises in contiguous or adjoining territories. In those circumstances, we may allow the franchisee to operate their franchises from an Approved Location in only one of the franchised territories.

Industry-Specific Regulations

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

You should investigate whether there are any state or local regulations or requirements that may apply in the geographic area in which you intend to conduct business. You should consider both their effect on your business and the cost of compliance. You are responsible for obtaining all licenses and permits which may be required for your business. We strongly recommend that before signing the Franchise Agreement, you engage a franchise attorney and other professional advisors to advise you in determining the laws, ordinances and regulations affecting your establishment or operation of a franchise, to assist you in evaluating the financial ramifications of this business decision, and the risks of this business investment.

General Market for the Services/Competition

The market for Junk Removal Services is well established and very competitive. The Junk Removal Services business operates year-round; however, activity in the Junk Removal Services business is significantly more robust during the spring, summer and autumn than during the winter, when you are likely to experience reduced production. The primary market for Junk Removal Services consists of both individual homeowners and commercial businesses. Your competitors will be local and national Junk Removal companies, as well as individuals who provide Junk Removal Services on a full or part time basis. Your Remix Market competitors will be regional and national chains, non-profit organizations, and local antique and thrift stores, as well as individuals selling through a variety of online markets.

ITEM 2
BUSINESS EXPERIENCE

As noted in Item 1, AB Inc. manages our franchising activities and acts as our franchise sales agent. Listed below are the officers of JLF-SPE, the officers of AB Inc., and the employees of AB Inc. who have management responsibility relating to the sale or operation of the franchises offered in this disclosure document.

Chief Executive Officer; Executive Vice President of Authority Brands: Leanne Stapf

Ms. Stapf has been our Chief Executive Officer since December 2022 and holds the same position for our affiliated brands, Homewatch CareGivers and The Cleaning Authority. She has served as Executive Vice President of AB Inc. since April 2022. She was President of The Cleaning Authority from April 2022 to October 2023 and its Chief Operating Officer from May 2021 to April 2022. She held the same position for its predecessor, The Cleaning Authority, LLC ("**TCA**"), and The Cleaning Authority, Inc. ("**TCA Canada**") from November 2018 to May 2021. Since August 2017, she has owned an interest in Dirty Dozen 9, LLC, a The Cleaning Authority franchise in Harrisburg, Pennsylvania. Ms. Stapf has also owned an interest in PowerPawsGirls, LLC, a Woofie's franchise in Columbia, Maryland, since October 2023.

President: Justin Waltz

Mr. Waltz has been our President since January 2024. From April 2019 to July 2023, he was the Managing Director, Franchise Operations for L5 Capital in Atlanta, Georgia.

Director-Call Center: Greg Beno

Mr. Beno has been Director of our Call Center since December 2022 and held the same position for our predecessor, JFL, from November 2020 to December 2022. He was Branch Manager for Nesco Resource in Shelton, Connecticut from May 2018 to January 2020.

Director of Franchise Operations: Todd Lamson

Mr. Lamson has been our Director of Franchise Operations since December 2022 and held the same position for our predecessor, JFL, from November 2020 to December 2022. From March 2019 to November 2020, he was the Training and Education Strategist for The Entrepreneur's Source in Southbury, Connecticut. From October 2009 to March 2019, Mr. Lamson held the positions of Director of Operations and Manager of Training, in addition to other operations-related roles at Edible Arrangements in Wallingford, Connecticut.

Director-Remix Market: Dina Sabo

Ms. Sabo has been our Director of Remix Market since December 2022 and held the same position for our predecessor, JFL, from November 2021 to December 2022. From July 2021 to November 2021, she was a Business Operations Consultant for AdvanceCT in New Haven, Connecticut. From December 2015 to February 2020, Ms. Sabo was the Director of Business Services for Franchise World Headquarters, LLC in Milford, Connecticut.

Director-National Accounts: Brian Whaley

Mr. Whaley has been our Director of National Accounts since December 2022 and held the same position for our predecessor, JFL, from June 2021 to December 2022. From October 2016 to June 2021, he was the ISG Sales Director for National Accounts in Norwalk, Connecticut.

Senior Director of Marketing of Authority Brands: Margaret Brodeck

Ms. Brodeck has been the Senior Director of Marketing of Authority Brands since January 2023. From October 2022 to January 2023, she was the Senior Vice President of Marketing & Growth for Arosa in Richmond, Virginia. From November 2021 to October 2022, she was the Vice President of Marketing of Authority Brands. From January 2020 to November 2021, Ms. Brodeck was the Vice President of Marketing for our affiliate, The Cleaning Authority. From September 2019 to January 2020, she was the Director of Marketing of Authority Brands. From June 2018 to August 2019, she was an Associate with Harris Williams & Co. in Richmond, Virginia.

President and Chief Executive Officer of Authority Brands: Craig Donaldson

Mr. Donaldson has been the President and CEO of Authority Brands since August 2022 and has been the President & Chief Executive Officer of our affiliates, JLL and LLL since December 2022. Since September 2018, he has been a member of the Board of Directors for AB Inc.'s parent company. Concurrently, from March 2019 to April 2020, he was an Executive Advisor for Money Mailer in Cypress, California. From February 2016 to April 2018, he was the Chief Executive Officer of VASA Fitness in Orem, Utah. From June 2012 to June 2015, Mr. Donaldson was CEO of Service Brands International, the franchisor of Molly Maid, Mr. Handyman, and Protect Painters. From November 1997 to September 2011, he was CEO of Harris Research Inc., the franchisor of Chem-Dry Carpet and Upholstery Care and N-Hance Wood Renewal.

Chief Financial Officer, Treasurer and Director: Somer Webb

Ms. Webb has been our Chief Financial Officer and Treasurer since December 2023 and holds the same positions with AB Inc. and a number of our other affiliates. From May 2022 to December 2023, she was the Chief Financial Officer of Solo Brands, the parent company of direct-to-consumer lifestyle brands in Dallas, Texas. Ms. Webb held the position of Chief Financial Officer from January 2019 to May 2022 for Worldwide Express, a shipping and logistics company in Dallas, Texas. Concurrently, from February 2022 to April 2022, Ms. Webb held the position of Chief Financial Officer for Kent Outdoors, the parent company of several outdoor equipment brands in New London, Connecticut.

Chief Growth Officer of Authority Brands: Heather McLeod

Ms. McLeod has been the Chief Growth Officer of AB Inc. since November 2022. From December 2018 to November 2022, she was the Chief Marketing Officer of AB Inc. Since October 2023, Ms. McLeod has owned an interest in PowerPawsGirls, LLC, a Woofie's franchise in Columbia, Maryland.

Senior Vice President of Franchise Development of Authority Brands: Jordan Wilson

Mr. Wilson has been the Senior Vice President of Franchise Development of AB Inc. since January 2023. From January 2015 to December 2022, he was the Senior Vice President, Franchise for Scorpion Marketing.

Vice President of Franchise Development of Authority Brands: Brad Colt Florence

Mr. Florence has been the Vice President of Franchise Development of AB Inc. since April 2021. He held the position of Franchise Development Manager for our affiliate brands, Mosquito Squad and ASP – America's Swimming Pool Company, from June 2020 to April 2021. From July 2018 to May 2020, Mr. Florence was Vice President of Franchise Development at Better Way Franchise in Ogden, Utah.

Vice President of Franchise Development of Authority Brands: Joshua Minturn

Mr. Minturn has been the Vice President of Franchise Development of AB Inc. since January 2023. From November 2018 to March 2020, he was the Vice President of Franchise Development for The Maids International, a residential cleaning franchisor, in Omaha, Nebraska, and from March 2020 to November 2022, its Chief Development Officer. Concurrently, from March 2016 to April 2020, he was the Senior Director of Franchise Development for N-Hance Wood Refinishing, a floor refinishing franchisor, in Logan, Utah.

Vice President, General Counsel and Secretary: Brian Balconi

Mr. Balconi has been the Chief Legal Officer of AB Inc. since May 2019 and was its General Counsel from November 2018 to May 2019. Mr. Balconi has been our Vice President, General Counsel and Secretary since December 2022. Mr. Balconi is also the Chief Legal Officer, General Counsel, Vice President, Secretary and/or Assistant Secretary of a number of our other affiliates and their predecessors.

President of BuyMax: Clare Perry

Ms. Perry has been the President of BuyMax since December 2022 and was its Vice President of Sourcing from February 2020 to November 2022. From June 2019 to February 2020, she was a self-employed Procurement Consultant in Phoenix, Arizona.

Unless otherwise provided in Item 2, each individual's employment described above is or was based in Columbia, Maryland.

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

Franchise Fee

The base initial franchise fee ("**Franchise Fee**") is $50,000, which is for a franchise territory with a population of 400,000 individuals. While we generally attempt to establish franchise territories that consist of a population of 400,000 individuals, several factors may alter the size of the franchise territory you receive. We may allow you to purchase additional population for a cost of $0.12 per person ("**Additional Population Fee**"). During the fiscal year 2022, we collected initial fees (Franchise Fee plus Additional Population Fee) ranging from $22,222 to $50,000.

As described below, we have discount programs for additional territories, existing employees, military veterans and active personnel, minority and women applicants, and first responders, and we may vary, negotiate, or make an exception to our standard Franchise Fee structure in other circumstances.

Except as noted below, discounts or other incentive programs cannot be combined. Additional restrictions may apply. We may discontinue particular discounts or variations at any time without notice.

You must pay the Franchise Fee and any applicable Additional Population Fee in a lump sum when you sign the Franchise Agreement, unless you finance it as described in Item 10 of this disclosure document. The Franchise Fee and any applicable Additional Population Fee are not refundable under any circumstance.

Initial Training Fee

You must pay us a non-refundable initial training fee of $5,000 when you sign the Franchise Agreement.

Additional Territory Discount

You may purchase additional franchise territories at the time of the purchase of your initial territory by signing a separate Franchise Agreement for each territory, along with our Multi-Territory Addendum to the Franchise Agreement, and paying us the following discounted Franchise Fees:

Additional Territory	Baseline Population	Initial Franchise Fee	Cumulative Franchise Fee
Second	400,000	$38,000	$88,000
Third	400,000	$32,000	$120,000

This discount currently applies to the second and third franchise territory purchased.

Existing Employee Discount

If you are an employee of AB Inc. and meet our qualifications for purchasing a Franchised Business, we will reduce the Franchise Fee and any applicable Additional Population Fee by 50% per Franchised Business you agree to open. To qualify for this discount, you must (i) own at least 51% of the Franchised Business, (ii) be designated as the Key Person in the Franchise Agreement and (iii) otherwise meet our requirements to purchase a Franchised Business. In the event you do not retain 51% ownership of the Franchised Business for a minimum of three (3) years, you will be responsible for payment in the amount equal to the difference between (a) the standard Franchise Fee and any applicable Additional Population Fee prior to application of the Employee Discount and (b) the actual Franchise Fee and any applicable Additional Population Fee paid applying the Employee Discount. This discount does not apply to any transaction involving brokers or any other third-party referral sources.

Military Discounts

We are a member of the International Franchise Association ("**IFA**") and we participate in the IFA's VetFran® Program, which provides special financial incentives to qualified veterans. Pursuant to this program, we reduce the Franchise Fee and any applicable Additional Population Fee by 30% for all honorably discharged veterans of American and Canadian armed forces ("**Veterans Discount**").

In addition to the Veterans Discount above, we will reduce the Franchise Fee and any applicable Additional Population Fee by 30% for all personnel active in the American and Canadian armed forces ("**Active-Duty Discount**").

These discounts are for the first franchise only (first franchise of JUNKLUGGERS or any of our affiliates). In determining whether an individual qualifies for the discount, we may be guided by the definitions used by applicable United States or Canadian government offices, but the decision remains ours.

Diversity Discount

We reduce the total of the Franchise Fee and any applicable Additional Population Fee by $5,000 for all minority-owned and women-owned businesses. To qualify for the Diversity Discount, the Franchised Business must be at least partially owned by a woman or minority who meets our requirements to purchase a Franchised Business. This discount is for the first franchise only (first franchise of us or any of our affiliates). In determining whether an individual qualifies for the discount, we may be guided by the definitions used by applicable United States government offices, but the decision remains ours. As of the date of this disclosure document, we have adopted the definition of "minorities" to include the groups with the following ethnic origins: African, Asian Pacific, Asian Subcontinent, Hispanic, Native Alaskan, Native American and Native Hawaiian; and members of other groups designated from time to time by the Small Business Administration.

Local Hero/First Responder's Discount

We reduce the total of the Franchise Fee and any applicable Additional Population Fee by $5,000 for all law enforcement officer, firefighter, doctor, nurse or paramedic/emergency medical technician ("**EMT**") -owned businesses. To qualify for this discount, the Franchised Business must be partially owned by an individual whose occupation is described above who meet our requirements to purchase a Franchised Business. This discount is for the first franchise only and does not apply to any transaction involving brokers or any other third-party referral sources.

ITEM 6
OTHER FEES

Type of Fee[1]	Amount	Date Due	Remarks
Royalty Fee – Junk Removal Services [2][3]	7% of Gross Revenue from Junk Removal Services or the Annual Minimum Royalty Fee, whichever is greater (see Notes 2 and 3). The "**Annual Minimum Royalty Fee**" is equal to the amount of Royalty Fees you would be required to pay to us by achieving the applicable Minimum Performance Requirements for Junk Removal Services for that period (see Item 12). If the pro-rated Annual Minimum Royalty Fee ("**YTD Minimum Royalty**") is greater than your actual year to date ("**YTD**") royalties paid, we will bill you for the difference in the next billing cycle, or in another manner that we may designate from time to time.	Weekly, unless we designate a different period	See Note 2 for the definition of "Gross Revenue." See Note 3 for further details on the Annual Minimum Royalty Fee.
Royalty Fee -- Remix Services[2]	<u>April 1, 2023 to December 31, 2023</u>: 3% of Remix Services Gross Revenue <u>January 1, 2024 to December 31, 2024</u>: 5% of Remix Services Gross Revenue <u>January 1, 2025 to Expiration Date</u>: 7% of Remix Services Gross Revenue	Weekly, unless we designate a different period	See Note 2 for the definition of "Gross Revenue."
Ongoing Contribution to Charity	1% of Remix Services Gross Revenue	Weekly, unless we designate a different period	Payable to the approved charity on a recurring basis
Junk Removal Services Brand Fund Contribution	Currently, 2% of Gross Revenue from Junk Removal Services	Same as Royalty Fees	The purpose of the Junk Removal Services Brand Fund is to support general

Type of Fee(1)	Amount	Date Due	Remarks
			development and recognition of JUNKLUGGERS brand.
Remix Services Brand Fund Contribution	Currently, 1% of Gross Revenue from Remix Services	Same as Royalty Fees	The purpose of the Remix Brand Fund is to support general development and recognition of the Remix Market Brand. We may specify a different Remix Services Brand Fund Contribution, not to exceed 2% of Gross Revenue, upon notice to you.
Brand Fund Materials	Our costs	As invoiced	Payable only if we reproduce or customize Brand Fund materials for you.
Local Marketing (“**LM**”) and/or Cooperative	$6,000 for the first 3 months after the Original Opening Date, and then $4,000 per month on average for the remainder of the calendar year. Thereafter, $48,000 each calendar year (an average of $4,000 per month). Notwithstanding the above, as of the date of this disclosure document, the LM requirement is temporarily $2,000 per month. The LM requirement will increase to the amount above sometime in quarter 3 or quarter 4 of the 2023 calendar year.	Monthly	As of the date of this disclosure document, franchisees generally pay the funds to vendors, media outlets, etc. directly for LM. However, we may require you to pay the funds directly to us. If you participate in a Cooperative, the amount we require you to spend or contribute to the Cooperative will, at our option, be credited to your LM and/or Brand

Type of Fee[1]	Amount	Date Due	Remarks
			Fund Contribution obligations. If you sign a Multi-Territory Addendum, the LM requirement will be phased in over time for the Related Territories; see Note 4. The LM requirement pertains to Junk Removal Services. We reserve the right to establish a separate LM requirement for Remix Services.
Key Account Programs	Will vary under circumstances and may be determined based on number of participating franchisees or other factors.	As incurred	Payable to us or to vendor. See Note 4.
Call Center Fee	5% of Gross Revenue (currently not applicable to Remix Services Gross Revenue).	Payable at the same time and in the same manner as the Royalty Fee	All telephone calls to the Franchised Business must be answered by a "live" voice. We have the right to require that you use a designated call center (a "**Call Center**") to provide "live" answering services for incoming calls. If we do so, you will have to pay a Call Center Fee in an amount that we designate. We can modify the Call Center Fee on 30 days' notice. We currently do not require use of a Call Center for Remix

Type of Fee$^{(1)}$	Amount	Date Due	Remarks
			Services, but we reserve the right to require and charge for this .
Junk Removal Services Technology Fee	$350 per month	Monthly. We have the right to designate a different period	We provide our franchisees with proprietary software (currently, Vonigo Software) and other technology platforms. This fee covers the costs of ongoing software support and maintenance. If we develop additional or replacement technology-based programs or make improvements to existing technology, then we may increase the Technology Fee.
Remix Services Technology Fee	None currently, but we anticipate implementing a fee in 2023. The amount has not yet been determined.	Same as Technology Fee	We require our franchisees to use the software systems designated in the Manuals.
GPS Tracking Software	Currently, $35 per vehicle.	Monthly	This fee covers the Global Positioning System ("**GPS**") tracking system which vehicles used in the operation of the Franchised Business are required to have. This fee is payable to us or directly to the vendor. We reserve the right to increase this fee upon notice to you.

Type of Fee[(1)]	Amount	Date Due	Remarks
Additional Opening Support Fee	A reasonable fee, up to $500 per day, plus the reasonable travel, meal, and lodging expenses of our opening support personnel	As invoiced	If you request opening support beyond what we customarily furnish to franchisees, and if we agree to furnish such additional support, then we will have the right to impose a fee, plus expenses, for providing the agreed additional support.
Training Fees – Extra Trainees	None, unless you request and we agree to accept extra trainees at $1,000 per day per extra trainee, plus our trainers' reasonable costs and expenses, when applicable	Before training session begins	For all training, including initial training, you are responsible for all travel expenses, living expenses, wages, and other expenses incurred by your trainees. See Item 11 under "Training" for further information about our Training Program.
Training Fees – Remedial and Optional Training	$500 per trainee	Before training session begins	We can charge a training fee: (a) if we require remedial training as a result of your failure to comply with our Brand Standards; (b) for re-training persons who are repeating a Training Program, or their substitutes; and (c) for Training Programs that we make optional for franchisees. If we conduct on-site training, you must

Type of Fee$^{(1)}$	Amount	Date Due	Remarks
			also pay the travel, meals and lodging expenses for our trainer(s).
Annual Conference	Currently, one complimentary registration and a cost set by Franchisor thereafter. Regional conference: currently $600 registration fee per attendee to the regional conference.	As invoiced	Applies only if we schedule an annual conference for franchisees. Travel, food, lodging and any additional expenses incurred is excluded from the registration fee. We reserve the right to change our attendance fee.
Non-attendance Fee	$2,000	As invoiced	If the individuals required to attend our annual conference fail to attend, you must pay the non-attendance fee. If the individuals required to attend our annual conference fail to attend for 2 consecutive years, we may opt to increase your Royalty Fee by 1% of Gross Revenue (Note 6).
Service Deficiency Fee	Our costs	As invoiced	Payable if we receive a customer complaint about services you performed and we determine that we must either re-perform the services to the customer's satisfaction or reimburse the customer.

Type of Fee[1]	Amount	Date Due	Remarks
Renewal Fee	$5,000	When you sign successor Franchise Agreement	When your agreement term ends, you will have the option to continue the franchise relationship with us, subject to certain conditions.
Transfer Fee	Generally, $10,000. However, if the proposed transferee was referred by a third-party (e.g., a broker) with whom we have a referral arrangement, then you must pay us an additional fee equal to the amount owed under that referral arrangement. If we identify the prospective purchaser, then in addition to the $10,000 fee, you must pay us the greater of: (a) $15,000; (b) 3% of the total purchase price; or (c) our actual costs to identify the prospective purchaser.	With request for approval of transfer	Payable if you or an Owner proposes to sell the business assets of the Franchised Business or an ownership interest in the legal entity.
Change of Ownership Fee	Currently, (a) the greater of $500 or our external legal and administrative costs; plus (b) applicable training fee, currently $1,000 per day for each individual we require to attend training.	With request for approval of change of ownership	Payable if you or an Owner proposes to modify ownership of the legal entity in a way that would not result in a change of control of the legal entity. We may modify our change of ownership fee.
Procurement of Insurance	Cost of insurance, plus reasonable fee of up to 25% of total insurance premium cost.	Upon demand	Payable only if you fail to obtain required insurance and we elect to obtain it on your behalf.
Vendor Review	Our reasonable costs, plus the reasonable travel, meal and lodging expenses of our vendor review personnel.	Within 30 days after invoice	Payable only if you ask us to evaluate a potential vendor; payable whether or not we approve the vendor. Please see Item 8.

Type of Fee[(1)]	**Amount**	**Date Due**	**Remarks**
Management Fee	Up to $500 per day, plus our costs and overhead.	Within 30 days after invoice	Payable only if: (a) the Key Person (see Item 15) dies or is incapacitated, and we elect to manage the Franchised Business pending transfer of his or her interest; or (b) the Key Person is arrested for or formally charged with a serious criminal offense and we take over operation of the Franchised Business pending final disposition of the charges.
Step In Fee	Up to $500 per day, plus our costs and overhead	As invoiced	If you are in default under your Franchise Agreement, we have the right to step in and operate the Franchised Business until we determine the default has been cured. We may charge you a fee for these services.
Interest	12% per annum or the maximum rate permitted by applicable law, whichever is less	With payment of overdue amount	Applies only if you do not pay us on time. We calculate interest from the date the payment was due until paid in full.

Type of Fee(1)	Amount	Date Due	Remarks
Late Fee	$100 for second occurrence of payment more than 30 days past due; $200 for third occurrence; $300 for each subsequent occurrence	With payment of overdue amount	We can charge a late fee to compensate us for our administrative costs incurred in enforcing your obligation to pay us and submit required reports to us.
Insufficient Funds Fee	$50 or the amount the bank charges us due to the insufficient funds, whichever is greater.	Upon demand	Payable if an electronic funds transfer payment request is returned due to insufficient funds.
Indemnity for Tax Withholding	Amount of any penalties, interest, and expenses we incur	As invoiced	Payable only if you are obligated by law to withhold taxes on any payments to us, and you fail to do so.
Audit Costs	Our costs and expenses of conducting audit, including travel and lodging.	Upon demand	Payable only if: (a) you did not submit Gross Revenue statements; (b) you did not keep full books and records; or (c) the total Gross Revenue you reported for any three consecutive months is more than 2% below the audited Gross Revenue.
Non-compliance Fee	1% of Gross Revenue	Same as Royalty Fee	We are entitled to increase your Royalty Fee by 1% of Gross Revenue due to your non-compliance with the Franchise Agreement or the Brand Standards.

Type of Fee[(1)]	**Amount**	**Date Due**	**Remarks**
Enforcement Costs	Will vary under circumstances	As invoiced	You must reimburse us for expenses we reasonably incur (including reasonable attorneys' fees) to enforce your obligations.
Defense Costs	Our actual costs and expenses	As invoiced	Payable if you initiate a legal proceeding against us and you do not prevail in obtaining the relief you were seeking.
Indemnification	Will vary under circumstances	As incurred	You must reimburse us if we incur any damages, losses or expenses, including reasonable attorneys' fees and other costs, as a result of claims arising from the operation of your Franchised Business.
Liquidated Damages	The greater of: (i) two years of Royalty Fees (calculated as your average Royalty Fees per payment period in the year preceding the termination of your Franchise Agreement, multiplied by the number of payment periods occurring in a two-year period); or (ii) $100,000.	Upon demand	Payable only if we terminate the Franchise Agreement based on your default.

Type of Fee[1]	Amount	Date Due	Remarks
De-identification Fee	Our costs	Upon demand	If you fail to de-identify your Franchised Business following the termination or expiration of the Franchise Agreement, we may do so on your behalf. You are required to reimburse us for any costs we incur.

Explanatory Notes:

(1) Unless otherwise noted, all fees are non-refundable and payable to us. We intend for the fees described in this Item to be uniformly imposed on all franchisees receiving this offering. However, from time to time, we may make an exception to our standard fee structure and/or payment terms. We have no obligation to deviate from our standard fee structure and/or payment terms to fees and/or terms that are more favorable to you. For all amounts payable to us and our affiliates, you must use the payment method(s) that we designate from time to time. As of the date of this disclosure document, we require payment by Automated Clearing House (ACH) or electronic funds transfer and you must designate an account at a commercial bank of your choice and furnish the bank with authorizations at the time of signing your Franchise Agreement to permit us to make withdrawals from that account. Except as described in Note 6, all fees listed in this table are applicable to each Territory purchased and the amount of each fee will be due and payable in the manner and at the times described in this table for each Territory independently, and not in the aggregate.

(2) **"Gross Revenue"** means all revenue from the sale of products and services and all other income of every kind related to the Franchised Business, whether for cash, credit, trade, barter or other value and regardless of collection in the case of credit and even if you have contracted with third parties to provide certain of the services, less any bona fide refunds given to customers in the ordinary course of business. Gross Revenue also includes amounts billed to insurance or government programs. Further, Gross Revenue includes all revenue related to the sale of any products and the performance of any services (whether or not the products or services are approved by us) that are provided using any portion of the Franchised Business in any manner, including the Marks (such as service vehicles, invoices, and uniforms bearing the Marks), the System, Confidential Information, any of the employees of the Franchised Business, or the telephone number of the Franchised Business. Gross Revenue also includes any proceeds of business interruption insurance. Your Gross Revenue will not be reduced on account of any fees or commissions you pay to third parties who refer customers.

Gross Revenue does not include any sales taxes or other taxes you collect from customers and pay directly to the appropriate taxing authority. We reserve the right to modify our policies and practices regarding revenue recognition, revenue reporting, and the inclusion or exclusion of certain revenue from Gross Revenue as circumstances, business practices, and technology change.

(3) The Annual Minimum Royalty Fee implied by the Minimum Performance Requirements is:

Time Period Following Original Opening Date	Annual Minimum Royalty
Months 7-12	$4,725 (pro-rated for 6 months)
Months 13 to 24	$13,860
Months 25 to 36	$18,900
Months 37+	$25,200

The sole purpose of the Annual Minimum Royalty Fee is to guarantee a minimum economic return to us. Neither the Minimum Performance Requirements nor the Annual Minimum Royalty Fee predicts or projects your revenue or other business results. Neither is meant to be, and you may not rely on it as, a representation or guarantee of the results that your Franchised Business or any particular Franchised Business will or might achieve.

(4) If you sign a Multi-Territory Addendum, the LM requirement for the first Territory will take effect on the Effective Date of the Franchise Agreement; for the second Territory, it will take effect as of the 12-month anniversary of the Effective Date; and if applicable, for the third Territory, it will take effect as of the 18-month anniversary of the Effective Date.

(5) We may contract with national vendors for products and services for our franchisees. If we are required to pay fees to national vendors, you must pay your pro rata share based on the number of franchisees participating in the program. We cannot estimate what the cost to you will be of participation in National Vendor Programs, as it is dependent on the terms of the contracts with national vendors and the number of franchisees participating in any given program.

(6) We reserve the right to increase your Junk Removal Services Royalty Fee by 1% of Gross Revenue if: (a) the required individuals fail to attend our annual convention for two (2) consecutive years; (b) you do not comply with our requirement to provide "live" answering of telephone calls to the Franchised Business or utilize our Call Center Services; or (c) you otherwise fail to comply with your obligations under the Franchise Agreement.

ITEM 7
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

Type of Expenditure (1)	Amount		Method of Payment	When Due	To Whom Payment is to be Made
	Low Estimate	High Estimate			
Initial Franchise Fee (3)	$50,000	$50,000	Lump Sum	When Franchise Agreement Signed	To Us

Type of Expenditure (1)	**Amount**		**Method of Payment**	**When Due**	**To Whom Payment is to be Made**
	Low Estimate	**High Estimate**			
Initial Training Fee (3)	$5,000	$5,000	Lump Sum	When Franchise Agreement Signed	To Us
Service Truck (including signage)(4)	$4,600	$68,500	As arranged	As arranged	Supplier
Real Estate/Rent (2)(5)	$0	$23,000	As arranged	As arranged	Third Parties
Leasehold Improvements (2)(6)	$0	$10,000	As arranged	As arranged	Third Parties
Supplies, Equipment and Hand Tools (7)	$1,500	$3,600	As arranged	As arranged	Approved Suppliers
Insurance (8)	$2,750	$53,730	As arranged	As arranged	Insurance Company
Travel and Living Expenses While Training (9)	$500	$4,000	As arranged	As arranged	Airline, Hotel, Restaurants
Computer System(2)(10)	$400	$5,200	As arranged	As arranged	Approved Suppliers
Pre-Opening & Grand Opening Marketing (11)	$6,000	$14,000	As arranged	As arranged	Approved Suppliers and Third Parties
Permits and Licenses (2)(12)	$110	$7,225	As arranged	As arranged	Government Agencies
Professional Fees (13)	$1,500	$10,635	As arranged	As arranged	Attorney, Accountant and Business Advisors
General & Administrative Costs (14)	$750	$4,400	As arranged	As arranged	Landlord or Realtor

Type of Expenditure[1]	Amount		Method of Payment	When Due	To Whom Payment is to be Made
	Low Estimate	High Estimate			
Additional Funds – six (6) Months[15]	$25,000	$100,000	As arranged	As arranged	Third Parties
TOTALS[16]	**$98,110**	**$359,290**			

Explanatory Notes:

(1) **Estimated Expenses**. This table estimates the costs you will incur to develop and open a Franchised Business. Our estimates are based on our predecessor's years of experience in the junk removal industry and as a franchisor. Unless specified otherwise, all amounts paid to us are non-refundable. We make no representation as to whether any of the estimated investment amounts payable to third-parties are refundable. You should review these figures carefully with a business advisor before making any decision to purchase the franchise.

(2) **Remix Market**. As of the issuance date of this disclosure document, we do not offer franchise opportunities exclusively for the operation of Remix Market, and we only authorize System franchisees to provide Remix Services from a pre-approved physical retail space once the franchisee has been open and provide Junk Removal Services for at least six months. For disclosure purposes, the above table includes the estimates to provide virtual or pop-up Remix Services, but does not include the cost of opening a Remix Market in a physical retail space (if authorized to do so after 6 months of providing Junk Removal Services). We estimate the additional costs to provide virtual or pop-up Remix Services to range between $950 and $2,600, as further detailed in Notes 10 and 12 below.

(3) **Initial Franchise Fee & Initial Training Fee**. The Franchise Fee and Initial Training Fee are discussed in detail in Item 5. The Franchise Fee shown is for a standard territory with a population of 400,000 individuals, so Additional Population Fee is included. No discount is applied to the estimated Franchise Fee.

(4) **Service Vehicle**. You must purchase a truck that meets our specifications. The truck must also be lettered and branded to our specifications. Presently, you may choose from two approved operational container systems for junk removal services, fixed body or roll-off. Though we do not offer any direct financing, you may be able to obtain financing from our approved supplier. The truck must be in good operating order, clean and in reasonable cosmetic condition. "Reasonable cosmetic condition" means that the truck will have no visible, rust, dents or body damage, and we may determine whether your vehicle meets our definition of "reasonable cosmetic condition". For Junk Removal Services, you must purchase one truck with a retail value of approximately $85,000 (fixed body) to $110,000 with one body (and an additional $9,000 per additional body), including signage and paint, but not including state license, taxes, fees or shipping. The high and low estimates reflect the range of down payments, body and shipping variances for one truck. Our estimates assume that you finance the purchase of your truck, with (a) the low range estimated to cover the first three monthly payments with no down payment for one fixed body truck, and (b) the high range calculated to include a 20% down payment and the first three monthly payments for two trucks and four bodies. If you purchase a truck without financing, then your investment will be

higher. Under the terms of your Franchise Agreement, we have the right to require you to purchase additional trucks in connection with the operation of the Franchised Business, but we do not expect to impose any additional truck purchase requirements during the first six months of operation.

You are required to replace each vehicle every seven years or earlier, depending on the condition of the vehicle. We may change the service vehicle specifications from time to time.

(5) **Real Estate/Rent**. We do not require you to purchase or lease real estate in connection with the operation of the Franchised Business. The range in the table above accounts for an estimate for the first three months of rent for commercial office space, if you elect to lease office space in connection with the operation of the Franchised Business (which you are not required to do). This estimate includes three months' rent, security deposit and utilities. These costs may not be refundable, but your security deposit may be refundable under certain circumstances. The cost per square foot of commercial space varies considerably depending upon the location and market conditions. Lease costs vary based upon square footage, the cost per square foot, required maintenance costs and other lease variables. It is difficult to estimate real estate costs. We encourage you to consult real estate professionals.

(6) **Leasehold Improvements**. If you purchase or lease office space, you must comply with our leasehold improvement specifications. Estimates should be used only as a guide. The range includes the build out of the storeroom and showroom for retailing second-hand items. The range may also include the build-out of office space, if you elect to lease office space in connection with the operation of the Franchised Business. Your actual costs may vary considerably depending on the size of the outlet, the cost of financing and other local conditions, including labor, material costs, architectural fees and local government requirements. You may also be required to retain licensed construction management services.

(7) **Supplies, Equipment and Hand Tools**. You will need basic hand tools, as well as material handling and hauling equipment. These items may include a hand truck, dolly, contractor bags, broom and dustpan, gloves, masks, reflective vests, hard hats, painter's tape, moving blankets, tarps, bungee cords, and hand tools. If you already have the necessary equipment, your cost will be less. In addition, you must obtain a GPS tracking device and GPS tracking device services from our designated vendor, as specified in our Manuals. You must provide us with login access to your GPS service account to allow us independent access to the tracking information generated for your vehicles. If you provide Remix Services from a physical location, you may require additional supplies.

(8) **Insurance.** You must obtain and maintain at least the minimum insurance coverage we designate for your Franchised Business, including the following coverage: (a) commercial auto; (b) general liability; and (c) workers' compensation. The low range disclosed includes payment of commercial auto insurance for two trucks and assumes a 10% discount. The high end of the range includes payment of commercial auto in full for two trucks at a discounted rate of 10% (which is not guaranteed and may be modified in the future). Vendor pricing terms and discounts may vary. If you operate a Remix Market from a physical location, you may also need commercial property, cyber-security and business interruption insurance.

(9) **Training and Living Expenses While Training**. The Initial Training Fee covers the initial training for 2 persons, but you must pay all costs associated with your and your trainees' attendance at training. These amounts include estimated out-of-pocket costs for travel expenses, lodging, meals, and applicable wages. Our on-site initial Training Program is approximately five days in duration. The low end of our estimate assumes that your Operating Principal is within driving distance of our training facility. Your cost may vary depending on the distance you must travel, the type of accommodations you choose and whether you have additional Owners or employees trained.

(10) **Computer System**. Our computer system estimate includes the cost of purchasing the computer system we require, including the handheld device to be used in your service vehicle. Additional information about the required computer system is included in Item 11. If you already own computer and communications equipment that meet our specifications, your cost may be less. If you provide virtual or pop-up Remix Services, you may need to purchase or lease additional hardware and software, including certain software related to accounting and retail services, a credit card terminal, and a computer or tablet. The additional costs associated with these expenses are estimated to range between $400to $800.

(11) **Pre-Opening & Grand Opening Marketing**. This requirement is part of the Local Marketing Requirement for Junk Removal Services; the required marketing spend is higher in the first 3 months after the Original Opening Date to take into account an initial marketing campaign to promote the opening of your Franchised Business. We must approve of the initial marketing campaign before you conduct it. The low end of the range is for the purchase of a single territory and the high end of the range is for a purchase of three territories. If you open a Remix Market from a pre-approved physical location, you may incur additional pre-opening and grand opening marketing expenses.

(12) **Permits and Licenses**. You must obtain the operational licenses and permits required by applicable federal, state and local law for your Franchised Business. All required licenses and permits must be in place and in good standing at all times during the term of your Franchise Agreement. You are encouraged to investigate your local and state license requirements. If you provide virtual or pop-up Remix Services, you may be required to obtain additional permits at an estimated additional cost ranging from $50 to $300.

(13) **Professional Fees**. We strongly advise you to consult with your own financial and legal advisors, and we anticipate that you will incur professional fees related to your evaluation of this Disclosure Document, including the Franchise Agreement. In addition, you must form an entity for your Franchised Business, which will incur legal fees and expenses. Local governments and agencies typically charge you fees for construction permits and operating licenses. Costs may vary based on the requirements of local government agencies. If you provide virtual or pop-up Remix Services, your additional initial costs may range from $500 to $1,500. These fees are typically not refundable.

(14) **General and Administrative Costs**. The estimates for general and administrative costs include estimates for uniforms, physicals that may be required by the department of transportation or other governing authority, and other general and administrative costs and expenses.

(15) **Additional Funds**. You may need additional funds for the initial period of operation of your Franchised Business, which we define as six months. You will need additional capital to support ongoing expenses to the extent these costs are not covered by sales revenue. These expenses might include payroll costs if your start-up plan includes hiring support staff, or reasonable compensation for you based on your preferred lifestyle. These expenses also include monthly premium payments of the insurance coverage described in Item 8 or as modified by our Manuals. We estimate the amounts listed to be sufficient to cover ongoing expenses during the start-up period, but there are no assurances that additional working capital will not be necessary during the start-up phase or after. We relied on the experience of our predecessor and affiliates since 2004 and our franchisees' experience since 2013 to compile these estimates.

As used in this Item 7, "**As arranged**" means as agreed between you and the supplier or vendor, and "**As incurred**" means as you incur the applicable expense.

You should review these estimates carefully with an accountant or other business advisor before making any decisions to buy a Franchised Business. The figures shown in this Item 7 are only estimates.

Factors unique to your location, including the time of year you launch your Franchised Business, can affect your actual costs.

Except as described in Item 10 for the Franchise Fee, we do not provide financing to franchisees in connection with their initial investment. The availability and terms of financing from third parties will depend on several factors, including the availability of financing generally, your creditworthiness, collateral you may have, and lending policies of financial institutions.

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ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

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

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

We, or our affiliate, BuyMax, negotiate purchasing arrangements under which vendors agree to make goods or services available to Franchised Businesses on specific terms. You agree to participate in and abide by the terms of any vendor purchase program we establish.

The following specific restrictions on your purchasing are in effect as of the issuance date of this disclosure document, but we can impose other restrictions at any time:

Items you must purchase from us or affiliates:

Call Center. We require you to use our Call Center for Junk Removal Services (and, if applicable, Moving Services) so that any caller will reach a live voice rather than an answering machine. We do not allow you to use an answering machine or have your phones forwarded to a mobile phone or other similar device during normal business hours. We are the only approved supplier for this service (see Item 6 for current fees).

Technology Support Services. As noted in Item 6, you are required to pay us a continuing Technology Fee which covers services we provide to franchisees relating to the development and operation of portals, email accounts, mobile applications, customer review and net promoter score platforms, and other technology and communications channels. The Technology Fee also covers the required Vonigo software. We are currently the sole approved supplier of the Vonigo Software.

Branded Products. All products that carry the Marks must be purchased only from us or suppliers approved or designated by us. This includes all stationery, forms, marketing pieces, signage, uniforms, patches, and other private labeled materials.

BuyMax Purchases. BuyMax also sells other miscellaneous non-branded products such as general service and repair items. Although none are required purchases as of the date of this disclosure document, we reserve the right in our sole discretion to require you to purchase branded products, equipment, materials or other items related to the Franchised Business directly from BuyMax or through purchasing programs arranged by BuyMax or any other of our affiliates.

Payment Processing. We reserve the right to require you to process some or all payments by your customers through us or through designated service providers and using processes we designate, including automatic payment, credit and debit card payment, electronic funds transfer and other forms of direct or internet payment. The companies we designate to process payment arrangements may include companies that are affiliated with us or in which we or our owners otherwise have ownership or control.

Items you must purchase from designated or approved third parties:

We have designated approved vendors (manufacturers and distributors) for certain items. BuyMax negotiates purchasing arrangements with many of these vendors. As of the date of this disclosure document, they include:

Trucks, Equipment and Machinery. You must purchase or lease your machinery, equipment (including containers), tools and vehicles from the suppliers and manufacturers that we designate from time to time. See Item 7. Under the terms of your Franchise Agreement, we have the right to require you to purchase additional trucks and containers in connection with the operation of the Franchised Business; however, we do not expect to impose any additional truck purchase requirements during your first six months of operation.

Vehicle GPS Tracking System. You must install a GPS tracking system on all vehicles used in the operation of the Franchised Business and enroll in an approved tracking service.

Remix Services Point of Sale System. As of the date of this disclosure document, we currently do not have a designated third-party supplier of the Remix POS system. We anticipate sometime in the second or third quarter of the 2023 calendar year, you will be required to utilize a designated third-party vendor for the Remix POS system.

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

Insurance. We are exploring the possibility of designating a specific vendor for insurance, but we have not done so as of the date of this disclosure document.

Items that must meet our specifications:

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

Insurance. You must maintain the types and minimum amounts of insurance coverage and bonds we specify for Franchised Businesses. . The table below sets out our required and recommended insurance coverage as of the date of this disclosure document. If you provide Remix Services from a physical retail space, you may also be required to obtain commercial property, business interruption and cyber security insurance.

REQUIRED INSURANCE COVERAGE	
Type	**Minimum Coverage**
Comprehensive General Liability	$2 million aggregate; $1 million each occurrence including Product/Completed Operations

Personal and Advertising Injury	$1 million each occurrence; $100,000 damage to rented premises; $5,000 medical expense limit any 1 person
Commercial Auto	$1 million Liability; Collision and Comprehensive to the full value of the vehicles with a minimum deductible of $1,000; $1 million Hired and Non-owned Auto Liability; $1 million Uninsured/Underinsured Motorist
Workers Compensation	As required by law in your area. If your state does not have specific requirements, then: $500,000 per employee $500,000 per accident $500,000 policy limit
Motor Truck Cargo	$50,000 (moving only)
Crime Insurance/Employee Dishonesty	$25,000 theft of clients' property

RECOMMENDED BUT NOT CURRENTLY REQUIRED INSURANCE COVERAGE	
<u>Type</u>	**<u>Minimum Coverage</u>**
Commercial Umbrella Policy	$1 million excess over all underlying liability coverages per occurrence and $1 million in the aggregate
Business Interruption	12 months loss of income, including coverage for our Royalty Fees with no co-insurance clause
Property and Casualty Insurance	Full replacement value of your equipment, furniture, fixtures, inventory, vehicles and inventory
Product Liability	$1 million policy limit
Employer Liability	$100,000 per incident
Employment Practices	$25,000 policy limit
Cyber Liability	$25,000 policy limit

Your insurance policies must be written by a carrier with an industry rating acceptable to us, must name us, AB Inc. (in its capacity as Manager under the management agreement with us), and their parents, subsidiaries, and affiliates, and their respective officers, directors, members, shareholders and employees as additional insureds, and must not have deductibles, exclusions or co-insurance that are unacceptable to us. All public liability and property damage policies must contain a waiver by the insurance company of subrogation rights against us and our affiliates, successors and assigns.

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

Prior to opening your Franchised Business, you must provide us with certificates of insurance demonstrating that you have met the requirements. At least 30 days before expiration of a policy, you must furnish evidence of renewal or replacement insurance. If you do not obtain the required coverage, we have the right (but no obligation) to obtain insurance on your behalf. If we do so, you must reimburse us for the cost of insurance, plus a reasonable fee for our services.

Vendor Approval Process

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

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

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

* * *

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

We, or our affiliate, BuyMax, negotiates contracts with providers of goods and services, including but not limited to insurance, financing, fuel cards, and fleet programs, in an effort to obtain favorable pricing for our franchisees, our affiliates' company-owned outlets, several of our affiliates; and for independent BuyMax members who participate in the program for a fee. BuyMax does not negotiate purchase agreements on behalf of individual members. Terms of purchase agreements may vary based on any number of factors and prices may change from time-to-time.

Other than as noted above, we do not currently negotiate purchasing arrangements with vendors on behalf of our franchisees, but we and our affiliates, including without limitation, our affiliate, BuyMax, reserve the right to do so, including pricing terms. Our ability to negotiate and maintain arrangements with vendors may depend on the participation of as many JUNKLUGGERS franchisees as possible. Accordingly, if we name a specific vendor for a product or service, you must obtain the product or service from that designated vendor. You must comply with the terms and conditions included in the contract with a specific vendor and, if applicable, through the purchasing arrangements and/or programs that we require.

As noted above in this Item, vendors may make payments to us or our affiliates based on franchisees' use of the vendors. Vendor payments may include participation fees per franchise, rebates based on actual purchases, marketing contributions for joint promotion of the vendor's products with our brand, and/or sponsorship fees for conferences and other events. We will use any restricted funds in the manner agreed with the vendor. Except as limited by applicable law or by agreement with the vendor, we have the right to pass through, share or retain all or a portion of any rebates, commissions, discounts or beneficial pricing that we obtain from vendors. We may use these monies to, among other things, recapture costs related to maintaining the vendor program, negotiating designated vendor arrangements, facilitating orders and making a profit. In some cases, you may also receive rebates from BuyMax vendors.

For the fiscal year ended December 31, 2022, our predecessor had revenue of $3,431,753 from providing products and services to JUNKLUGGERS franchisees, which was 47% of our predecessor's total revenue for the fiscal year.

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

We estimate that your purchases from us or approved suppliers will represent approximately 10% to 25% of your total purchases in establishing the Franchised Business, and approximately 10% to 20% of your total purchases in the continuing operation of the Franchised Business.

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

ITEM 9
FRANCHISEE'S OBLIGATIONS

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

Obligation	Section in Agreement	Disclosure Document Item
Site selection and acquisition/lease	Sections 1.2 and 6.25	Items 7, 8, and 11
Pre-opening purchases/ leases	Section 1.11, 4, 5.4, and 10.3	Items 5, 7, and 8
Site development and other pre-opening requirements	Section 4	Items 5, 7, 8, and 11
Initial and ongoing training	Section 5	Items 6, 7 and 11
Opening	Sections 4.4, 4.5, 4.6	Item 11

Obligation	Section in Agreement	Disclosure Document Item
Fees	Sections 2.7, 4.1, 4.5, 4.6, 5.4, 5.8, 6.6, 7, 8.5, 8.10, 9.2, 10.3, 10.4, 10.5, 15.2, 15.3, 15.4 15.9, 16.1, 16.7, 16.8, 19.1, Data Sheet (Appendix A), Brand Appendix (Appendix B)	Items 5, 6 and 7
Compliance with standards and policies/Operations Manual	Sections 6.1, 12	Items 11 and 14
Trademarks and proprietary information	Sections 11, 12, and 13	Items 13 and 14
Restrictions on products/ services offered	Sections 6.3 and 6.13	Items 8 and 16
Warranty and customer service requirements	Sections 6.1, 6.9, 6.17, 6.18, 6.20, 6.21, and 7.5.	Items 7 and 8
Territorial development and sales quotas	Section 6.19	Item 12
Ongoing product/service purchases	Sections 6.1, 6.9., and 6.10	Items 6, 7 and 8
Maintenance, appearance and remodeling requirements	Sections 6.16 and Section 6.24	Items 11 and 17
Insurance	Section 9	Items 7 and 8
Advertising	Sections 4.3, 7.3, and 10	Items 6 and 11
Indemnification	Section 20	Item 6
Owner’s participation/ management/staffing	Sections 1.15, 5.8, 6.2, 6.14, 6.23, 18	Item 15
Records and reports	Sections 6.21, 8, 22.1	Item 6

Obligation	Section in Agreement	Disclosure Document Item
Inspections and audits	Sections 6.15, 6.20, 11.3 16.6	Item 6
Transfer	Section 15	Item 17
Renewal	Section 19	Item 17
Post-termination obligations	Section 17	Item 17
Non-competition covenants	Section 14	Item 17
Dispute resolution	Section 23	Item 17
Other – Personal Guarantee	Attached to FA	Item 15

ITEM 10
FINANCING

In our discretion, we may permit you to finance up to 75% of the Franchise Fee and any applicable Additional Population Fee rather than paying the entire amount in a lump sum when you sign the Franchise Agreement. However, we do not offer financing for any transaction involving brokers or any other third party referral sources.

If financed, the balance of the Franchise Fee and any applicable Additional Population Fee can be paid in up to 36 monthly installments of principal and interest at an interest rate of 12% per annum beginning on the first of the month following the first full month after you sign your Franchise Agreement. You can prepay the balance at any time without penalty.

A franchisee that finances the Franchise Fee and any applicable Additional Population Fee must sign the Promissory Note and Guaranty in Exhibit B to this disclosure document. If the franchisee is a corporation or other business entity, its owners must also sign as guarantors.

To secure payment of the Promissory Note, we require a security interest in the assets of the Franchised Business. You must sign the Security Agreement included in Exhibit B, and we may file a UCC financing statement with the appropriate governmental authority to perfect our security interest. You agree to waive demand for payment, presentment for payment, protest, notice of nonpayment or dishonor, and any and all other notices and demands whatsoever.

Under the Franchise Agreement, you must make all payments to us by the payment method(s) we designate from time to time, and this requirement applies to the Promissory Note. We currently require payment by Automated Clearing House (ACH) or electronic funds transfer and you are required to designate an account at a commercial bank of your choice at the time of signing your franchise agreement from which we are able to make withdrawals. You agree to complete and submit to us an authorization for ACH or other electronic funds transfer in the form we or your financial institution may require at the time of signing the

Promissory Note. You agree to maintain sufficient funds in the account to cover the amounts payable to us. If funds in the account are insufficient to cover the amounts payable at the time we make our periodic electronic funds transfer, the amount of the shortfall will be deemed overdue. Additionally, if the electronic funds transfer payment request is returned due to insufficient funds, you are required to pay us a fee equal to the greater of: (a) $50 or (b) the amount the bank charges us due to the insufficient funds.

If you are in default of the Promissory Note or the Franchise Agreement, we can declare the outstanding principal balance of the Promissory Note and all unpaid accrued interest immediately due and payable. If you default, you must pay our reasonable attorney's fees and other legal costs we incur in enforcing payment and collection of the balance due. In addition, under the cross-default provision of the Franchise Agreement, we have the right to treat a default under the Promissory Note and Guaranty or under the Security Agreement as a default under the Franchise Agreement, and we can terminate the Franchise Agreement if you do not cure the default.

We may sell, assign or discount the Promissory Note to a third party. If we sell or assign the Promissory Note, it will not affect our obligation to provide the services to you that are described in the Franchise Agreement, but the third party may be immune under the law to any defenses to payment you may have against us.

Except as described above, we do not offer direct or indirect financing to franchisees. We will not guarantee your Promissory Note, lease, or other obligation.

ITEM 11

FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING

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

We will provide the services described in this Item 11 through our affiliate, AB Inc., and its employees.

Pre-Opening Obligations. Before you open the Franchised Business:

A. We will provide the Training Program described in this Item to you and your senior management level employees. You must pay for your travel and related expenses. (Franchise Agreement, Section 5.1)

B. We will provide you with a copy of, or electronic access to, the Operations Manual. (Franchise Agreement, Section 12)

C. We will set you up with access to the Franchisee Portal, if applicable. We may use the Franchisee Portal for communications, training, or other purposes and may require you to use it for reporting or other purposes. (Franchise Agreement, Section 6.8)

D. We will help you set up an account with the Call Center. (Franchise Agreement, Section 6.6)

E. We will provide you with information on how to acquire the software packages we designate. (Franchise Agreement, Section 6.7)

F. We will provide you with any specifications that we develop for fixtures, furnishings, equipment, and signage, which may include the names of approved suppliers. However, we do not supply these items directly, nor do we assist with delivery or installation. (Section 6.10)

G. We will work with you on creating a pre-opening and grand opening marketing plan for the Franchised Business. (Franchise Agreement, Section 10.3)

H. We will provide opening support and assistance as we deem appropriate, at the time(s) and in the manner we determine. If you request opening support beyond what we customarily furnish to Franchised Businesses, and if we agree to furnish the additional support, then we will have the right to impose a fee, plus expenses, for providing the agreed additional support. (Franchise Agreement, Section 4.6)

Continuing Obligations. During the operation of the Franchised Business, we will:

A. Make available additional required and optional Training Programs as we deem appropriate. (Franchise Agreement, Section 5.2)

B. Develop and maintain the Brand Standards. (Franchise Agreement, Section 6.1)

C. Manage the operation of the Franchisee Portal, if applicable. (Franchise Agreement, Section 6.8)

D. Notify you, via the Operations Manual or otherwise, when we establish specifications, require approval of vendors, or designate specific vendors for particular items. (Franchise Agreement, Section 6.10)

E. Manage our Brand Standards Assessment program. (Franchise Agreement, Section 6.21)

F. Manage the Brand Fund, as described below in this Item, and make available to you any creative materials financed by the Brand Fund. You agree to pay or to reimburse us for any costs to reproduce the materials and/or to customize the materials for your use. (Franchise Agreement, Section 10.2)

G. Review your proposed advertising and promotional plans and materials. (Franchise Agreement, Section 10.6)

H. Manage social media accounts, profiles, pages, and registrations that promote the Marks or the Franchised Business, if we require them to be registered in our name. (Franchise Agreement, Section 10.10)

I. If we offer a customer warranty and/or satisfaction guarantee to customers, monitor and manage compliance with the warranty/satisfaction guarantee program. (Franchise Agreement, Section 6.18)

J. Manage contracts and relationships with customers in national, regional or key account programs ("**Key Accounts**"). You agree to accept and perform the terms of such agreements (including, without limitation, special pricing, payment terms, timing of services, and central invoicing) in respect of locations within your Territory. (Franchise Agreement, Section 2.5)

Site Selection

Your Franchised Business must be operated from a location we have approved (the "**Approved Location**"), which may be a home office or a commercial office space. If your home office is not located within your Territory, you will also need to have a physical location within your Territory for the purposes of website and digital listings. If you are authorized to operate a Remix Market from a physical retail location, you will require approximately 1,500 to 5,000 square feet of selling space in a convenient and central location within your Territory. The Approved Location for all commercial office/retail space must be located within your Territory and you must comply with the site selection, construction and build-out provisions set forth in the Manuals, request approval from us, which we may grant or refuse in our sole discretion, and submit a copy of the proposed lease before you sign it. It is your responsibility to adhere to all local zoning and business requirements and any other applicable requirements.

Typical Time to Opening

We estimate that the typical length of time between signing the Franchise Agreement and opening your Franchised Business will be approximately 2 to 4 months. Some factors which may affect this timing are your ability to acquire a storage facility through lease negotiations, your ability to secure any necessary financing, your ability to comply with local zoning and other ordinances, your ability to obtain any necessary licenses, permits and certifications, the timing of the delivery of equipment, tools and inventory, the time of year you execute a Franchise Agreement in relation to the typical customer demand for services provided by the Franchised Business, and the time to convert, renovate or build the storage facility. If you do not open the Franchised Business to the public by the opening deadline specified in your Franchise Agreement, we will have the right to terminate the Franchise Agreement. (Franchise Agreement, Sections 4.5 and 16.1.3)

You may not open your Franchised Business until: (1) initial training is completed to our satisfaction; (2) all amounts due to us have been paid; (3) we have been furnished with copies of all insurance policies and certificates required by the Franchise Agreement, or other documentation of insurance coverage and payment of premiums that we request; (4) you notify us that all approvals and conditions set forth in the Franchise Agreement have been met; (5) you have received all required permits and licenses or have made arrangements acceptable to us to operate under another existing license; and (6) you have ordered, received and installed your equipment, supplies, inventory and Computer System. You must be prepared to begin operating your Franchised Business immediately after we state that your Franchised Business is ready for opening.

Training Program

Before the Franchised Business opens, the Key Person (see Item 15) and any Owners that we designate must attend and successfully complete an initial Training Program that will include training for both Junk Removal Services and Remix Services. The Training Program generally lasts 5 business days, depending on the size of the training class. The initial Training Program is usually conducted at our office located in Seymour, Connecticut as of the date of this disclosure document, but the training course may be held elsewhere, including virtually or by telephone, in the future at our discretion. The training courses are conducted as necessary. The cost of the Training Program is covered by the Initial Training Fee, but you will have to pay for travel, accommodations, meals, and salaries for yourself and any additional employees who attend.

The following table summarizes our initial Training Program:

INITIAL MANAGEMENT TRAINING PROGRAM

Subject	Classroom/ Online Training Hours	On-the-Job/ Field Training Hours	Location
Welcome to the Junkluggers!	.25		Online
Why We Reuse & Recycle	.25		Online
Junktech Pre-Training	2.25		Online
Selling the Service	.50		Online
Connecting with Your Customer	.25		Online
About Listen360 & NPS	.25		Online
Responding to Negative Reviews	.25		Online
Estimates 101	.25		Online
Estimating Average Jobs	.25		Online
Estimating Large Jobs	.25		Online
Business Development 1 & 2	4.00		Online
Building Your Team	1.00		Online
Pre-Training Sessions 1-4	4.00		Online
Welcome to the Junkluggers!	1.00		Seymour, CT
Working with the Call Center	1.00		Seymour, CT
Shadowing the Call Center		1.50	Seymour, CT
Marketing Essentials	3.00		Seymour, CT
Internet Marketing	.50		Seymour, CT
Managing the Opportunity	1.50		Seymour, CT
Providing the Service	1.00	2.50	Seymour, CT
Key Accounts	1.00		Seymour, CT
Workplace Safety	1.50		Seymour, CT
Time with Allegiance		1.00	Seymour, CT
Business Development Session 3	2.00		Seymour, CT
Operations Roundtable	.75		Seymour, CT
Profitability	2.00		Seymour, CT
Closing Session	1.00		Seymour, CT
Truck Day		8.00	Seymour, CT
Back of House Day		8.00	Seymour, CT

Franchisee Mindset Sessions 1- 2	2.00		Seymour, CT
Hook Lift System	.25		Online
Hook Lift Tips & Fixes	.25		Online
TOTAL	**32.50**	**21.00**	

The Training Program and other on-going training will be conducted by training personnel under the direction of our Director of Operations and our Franchise Operations and Support Team. We use the Operations Manual as the reference material during our training sessions. Our instructors have an average of 16 years of experience in the junk removal industry and 5 years with our brand. Our current trainers are below:

Name	Industry Years of Experience	Years with Our Brand
Josh Cohen	18.5	18.5
Jenna Harris	5	2
Nick Ciambriello	7.5	7.5
Todd Lamson	23	2.5
Greg Beno	20	2.5
Kristy Ferguson	19	3.5
Aimee Lapak	10	2
Lady Lockhart	15	.1
Lindsey Bledsoe	10	.2
Brian Whaley	14	2
Eric Broyles	6	2
Matt Warner	4	4
Jessica Ciambriello	6.8	6.8
Vicky Hochhauser	27	4.5
Joe Merrell	27	1.5
Nolan Martin	7	2.5
Dina Sabo	32.5	1.5
Derrick Martinez	11	11.5
Allegiance Trucks team	30	12.5
Treehouse Marketing Acct. Mgrs.	17	4

The individuals that we designate are required to successfully complete the pre-opening training. We alone have the right to judge whether a person has successfully completed the Training Program. Successful completion may require passing tests to establish proficiency in the delivery of services, use of technology and software applications, and other areas we designate. We will have the right to terminate the Franchise Agreement if, at any time during the pre-opening Training Program, we conclude in our sole judgment that any person required to attend the pre-opening Training Program does not possess the skills necessary to properly fulfill and discharge the demands and responsibilities required by the System or this Agreement. We have the right to vary the duration and content of initial training based on the trainee's prior experience in similar businesses.

After the Franchised Business opens, we will make available, at the time(s) and location(s) we designate, such other required and optional Training Programs as we deem necessary and appropriate. For training that we designate as required, the individuals that we designate are required to successfully complete the training. We have the right to provide Training Programs in person, by video, via the internet, or by other means, as we determine, and the training may be performed by us, our affiliates, or third parties. We may amend or modify any portion of the contents of the initial Training Program. If you offer moving and packing services, you must receive our moving training.

Advertising Programs

Local Marketing. In connection with local marketing for Junk Removal Services, new franchisees must spend $6,000 for the first 3 months after the Original Opening Date, and then $4,000 per month on average for the remainder of the calendar year. Thereafter, the yearly requirement is $48,000 ($4,000 per month on average). However, as of the date of this disclosure document, we have temporarily lowered the local marketing requirement to $2,000 per month, with the intention of raising it in the third quarter or fourth quarter of 2023. This is in addition to your obligations to the Brand Fund. We have the right to specify that you pay Local Marketing funds to us, our affiliate, or a third-party vendor. We and our affiliates may earn revenue and profits on products or services we provide and may receive rebates, licensing fees, administrative fees, commissions, or other payments on products and services that third party vendors provide. With respect to all Local Marketing funds you pay to a third party, you are required to provide us with monthly Local Marketing expense statements (including receipts supporting the reported expenditures) evidencing compliance with the Local Marketing spend requirements. You must be listed in the local internet based directories and in the Yellow Pages or comparable telephone directory if available, as we designate.

As of the date of this disclosure, there is no local marketing minimum requirement for Remix Services, but we reserve the right to establish a minimum requirement in the future.

Brand Fund. Franchisees must contribute to a marketing fund for Junk Removal Services (the "**Junk Removal Services Brand Fund**"), as described in Item 6. For Junk Removal Services, currently you must pay us a weekly contribution of 2% of Junk Removal Services Gross Revenue, which we have the right to change; however, the contribution will not exceed 2% of Junk Removal Services Gross Revenue. Franchisees must also contribute to a separate marketing fund for Remix Services (the "**Remix Services Brand Fund**"). The current contribution is 1% of Remix Services Gross Revenue (see Item 6), which we have the right to change; however, the contribution will not exceed 2% of Remix Services Gross Revenue. As used in this Item, references to "Brand Fund" apply to both the Junk Removal Services Brand Fund and the Remix Services Brand Fund, unless otherwise specified.

You must make the Brand Fund contribution(s) at the same time that you pay your Royalty Fee. Company-Owned Outlets will contribute to the Brand Fund on the same basis as franchisees. Unless required by law, we will not be required to deposit Brand Fund contributions in a separate bank account, commercial account or savings account. Your contribution to the Brand Fund will be in addition to all other advertising fees set out in this Item 11.

The purpose of each Brand Fund is to support general development and recognition of the JUNKLUGGERS brand. We have the right to direct all advertising, media placement, marketing and public relations programs and activities financed by the Brand Funds, with final discretion over strategic direction, creative concepts, materials, endorsements, and geographic, market and media allocation. We may use the Brand Funds to pay costs and expenses as we determine in our sole discretion, including but not limited to: production of video, audio, written, online and mobile marketing materials; purchasing promotional items; sponsorship of sporting, charitable, or similar events; design, establishment, and maintenance of websites, social media, mobile applications and other electronic marketing; implementation of advertising programs, in-store promotions, direct mail, and media advertising; marketing and sales training; employing advertising agencies; conducting public relations, consumer research, product development, product testing, and test marketing programs; developing and implementing trade dress and design prototypes; fulfillment charges; salaries and expenses of our employees and affiliates working for or on behalf of the Brand Funds; fees of accounting firms, design firms, public relations firms, consultants and ad agencies; legal fees for advertising pre-clearance, defense of false advertising claims, and defense of any claims made regarding our administration of the Brand Funds; other administrative costs and overhead incurred in activities related to the administration and activities of the Brand Funds; and interest on any monies borrowed by the Brand Funds.

We will make available to you any creative materials designed by the Brand Funds. You must pay us to reproduce the materials and/or to customize the materials for your use.

We may develop advertising and promotional materials and displays for the solicitation of franchisees for the Brand. You must display such materials and displays as we require from time to time. Our consumer website and other online activities supported by the Brand Funds may also include information about our franchise opportunity.

We have no obligation to make expenditures for you from the Brand Funds that are equivalent or proportional to your contributions, or to ensure that any particular franchisee benefits directly or pro rata from expenditures by the Brand Funds. You have no right to reduce or withhold contributions based on any alleged lack of benefits to your Franchised Business or based on failure by any other franchisee (with or without our permission) to make its contributions to the Brand Funds.

We have no obligation to have the Brand Funds independently audited. We will, however, prepare an annual unaudited statement of contributions to and expenditures of the Brand Funds. You can obtain a copy by making a written request. Any expenditures for independent accounting services in connection with the annual statement will be charged to the Brand Funds.

For the calendar year ended December 31, 2022, 82% of Brand Fund expenditures were spent on National Advertising & Programs; 13% of the funds were spent on Marketing/Communications Support, 1% was spent on Public Relations, and 4% was spent on Creative Design/Production.

The Brand Fund is not a trust and does not give us a fiduciary obligation. Other than our express obligations in the Franchise Agreement, we assume no liability with respect to maintenance, direction, or administration of the Brand Funds. We have the right to incorporate, replace, change or dissolve the Brand Funds; however, a Brand Fund will not be terminated until all monies in the Brand Fund have been expended for marketing purposes or rebated to franchisees on a pro-rata basis.

Referral Programs. As of the date of this disclosure document, we offer two referral incentive programs:

A. Standard Referral

Our affiliate, AB Inc., is sponsoring a franchise referral sweepstakes in conjunction with the referral incentive program. The referral incentive program pays $20,000 to an existing franchisee of ours or any of our affiliated brands who first directly refers a candidate who: (a) has not previously been referred to us by another source or otherwise been in contact with and/or engaged with us, our affiliates or third party consultants or agents; (b) has not previously signed a Franchise Agreement with us or any of our affiliated brands; (c) who meets our qualifications for becoming a franchisee; (d) signs a Franchise Agreement in a new location on or before September 1, 2023 (the "**2023 Referral Period**"); and (e) pays the Franchise Fee and any applicable Additional Pool Fee in full at the time of signing the Franchise Agreement. The incentive payment is only paid with respect to the first franchise purchased by the candidate, regardless of the total number of franchises purchased in a single transaction. In addition, all existing franchisees who receive a referral incentive payment as described above may be eligible to win a sweepstakes prize equivalent to $5,000 per referral we and any of our affiliated brands received during the 2023 Referral Period. We anticipate that the referral sweepstakes will be scheduled to end at 11:59PM ET on October 31, 2023, but this may change at our sole discretion. The referral incentive program will restart beginning on November 5, 2023. An "**Existing Franchisee**" is the person or entity defined as "Franchisee" in the Franchise Agreement governing the referring Franchised Business. We reserve the right to apply incentive payments to any outstanding balances or past due amounts due to us by an Existing Franchisee. Additional terms and conditions may apply.

B. Conversion Referral Program

We offer a referral incentive program that pays ongoing incentive payments for up to three years ("**Incentive Period**") to an Existing Franchisee (as defined above) of ours or any of our affiliated brands, subject to certain conditions, who first directly refers a candidate who: (a) has not previously been referred to us by another source or otherwise been in contact with and/or engaged with us, our affiliates or third party consultants or agents; (b) has not previously signed a Franchise Agreement with us or any of our affiliated brands; (c) who meets our qualifications for becoming a franchisee under the Conversion Incentive Program; (d) signs a Franchise Agreement with our standard terms in a new location on or before March 31, 2024; and (e) pays the Franchise Fee and any applicable Additional Pool Fee in full at the time of signing the Franchise Agreement ("**Conversion Referral**"). The incentive payment is only paid with respect to the Franchised Business(es) first franchise signed with us in a single transaction, regardless if additional Territories are acquired by the Conversion Referral during the Incentive Period. The incentive payments are paid by check to the Existing Franchisee within 45 days of the end of the quarter of the current calendar year, according to the Conversion Referral's Royalty Fee payments made to us ("**Royalties Paid**"). The incentive payments will be calculated and paid according to the following schedule: (a) During the first twelve months following the Original Opening Date: 30% of Royalties Paid; (b) Months 13 through 36 following the Original Opening Date: 15% of Royalties Paid. We may require the Conversion Referral and the Existing Franchisee to sign a separate agreement acknowledging and agreeing to the terms of this program for eligibility purposes. We reserve the right to apply incentive payments to any outstanding balances or past due amounts due to us by an Existing Franchisee. Additional terms and conditions may apply.

We may change or eliminate the referral incentive programs at any time without notice. Franchisees participating in the referral programs are not our sales agents and are not authorized to make any statements on our behalf, including any statements related to the financial performance or prospect for success of any franchise.

Joint Marketing Programs and Cooperatives. We have the right to establish: (1) co-marketing programs in which Franchised Businesses and vendors (or other third parties) cross-promote each other's goods and services; (2) joint marketing efforts in which multiple Franchised Businesses contribute to a specific ad or event; and/or (3) local or regional marketing co-operatives ("**Cooperatives**") that pool funds of Franchised Businesses in a geographic area or with common characteristics on an ongoing basis to jointly promote the Marks and the Franchised Businesses. The amount we require you to spend or contribute to joint marketing programs and/or a Cooperative may be credited to your obligation for Local Marketing or, at our option, to your Brand Fund obligation, or any combination of the two. You are required to participate in each applicable joint marketing program and comply with the rules of the program. As of the date of this disclosure document, we do not require you to participate in or to contribute to an advertising cooperative.

If a Cooperative applicable to the Franchised Business is established during the term of this Agreement, you are required to become a member no later than 30 days after the date we approve for the Cooperative to begin operation. We have the right to designate any geographic area or set of common characteristics for purposes of establishing a Cooperative.

Approval Requirement. All proposed advertising and promotional materials that you intend to use must be submitted to us for approval at least 30 days before their intended use. You do not have to submit samples of materials that were prepared by us or that we have approved within the last twelve months. Proposed advertising materials are deemed to be disapproved unless we have approved them in writing within 15 days after your submission of the samples. All advertising and promotion must be in the media and of the type and format that we approve, must be conducted in a dignified manner, and must conform to our standards. You may not make any television or radio appearance or any statement to any public media in connection with the Franchised Business or the Brand unless you obtain our prior written approval.

You may not solicit or advertise to customers outside of your Territory without our permission. “Solicit” includes, but is not limited to, solicitation in person, by telephone, by mail, through the internet, social media, email or other electronic means, and by distribution of brochures, business cards or other materials or any other advertising. If any solicitation of customers within the Territory is in media that will or may reach persons outside of the Territory, you are required to notify us in advance and obtain our consent. If you receive a request for services or products from outside the Territory, you are required to refer that request to the Franchised Business located in the applicable territory (or to us, if we have not assigned the applicable territory to a Franchised Business). Notwithstanding the foregoing, under certain limited circumstances, you may process a request from outside of the Territory if the requested service is permitted under our policies. If we permit you to advertise, solicit, service or sell in areas outside of the Territory that are not serviced by another Franchised Business or by us or an affiliate, you must comply with all of the conditions and other requirements that we specify in the Operations Manual or otherwise with respect to such activities. All franchisees that operate in the same marketing area may be required to use a common toll-free telephone number in their advertising media. All advertising, including internet-based advertising, must be designed to route customers to the franchisee serving that customer’s location.

Electronic Marketing and Electronic Communications. The use of any digital or electronic medium constitutes advertising and promotion subject to our approval. Unless we have agreed to it in writing, you may not use, register, maintain, or sponsor any website, URL, social media, blog, messaging system, email account, user name, text address, mobile application, or other digital, electronic, mobile or internet presence that uses or displays any of our trademarks (or any derivative thereof) or that promotes any products or services of the Franchised Business. You may not, directly or indirectly, post or transmit advertisements or solicitations by telephone, e-mail, text message, instant message, website, social media, mobile apps, VoIP, streaming media, or other electronic media that are inconsistent with our brand advertising guidelines and standards. The brand advertising standards may include the use of disclaimers, warnings, and other statements that we prescribe. We have the right to require that social media accounts, profiles, pages, and registrations that primarily promote the Marks or your Franchised Business be registered in our name. For any such accounts that we permit to be registered in your name, you agree to provide us with the current login credentials within five days after opening the account or changing the credentials. We have the rights to: (i) access any social media accounts to take corrective action if the account or any postings are in violation of our policies; and (ii) take ownership of the accounts on expiration or termination of the Franchise Agreement and operate them thereafter as we see fit. We may offer to provide, or may require that you have, a website for your Franchised Business (which may be structured as a separate page of a website supported by the Brand Fund).

Pricing and Promotional Activities. To the extent permitted by applicable law where your Franchised Business is located, we have the right to establish maximum and/or minimum prices that you must follow for goods and services sold by the Franchised Business. You must participate in and comply with the terms of special promotional activities that we prescribe for franchisees generally or in specific geographic areas or for specific types of venues. These activities may include special offers, limited time offers, and pricing promotions. You must bear your own costs of participating in these activities and must display promotional signs and materials and otherwise participate in the manner we request.

Franchisee Advisory Council. We have a Franchise Advisory Council ("**FAC**") to represent the voice of franchisees across our System and to provide feedback to us on various components of the System, including marketing and promotion. The FAC does not have decision making authority or the authority to establish or modify System policies. We reserve the right to change or dissolve the council at any time.

Our Obligation to Make Advertising Expenditures. Except as described above, we have no obligation to spend any amount on advertising in your Territory.

Technology Requirements

We have the right to specify the point-of-sale (POS) system, customer relationship management (CRM) system, back-office system, software applications, audio/visual equipment, security systems, electronic payment devices, and other hardware, software, and network connectivity for the Franchised Business. You must sign any standard license agreement or user agreement that may be required to use a system that we specify. You must use the required systems for service calls, managing inventory, reporting Gross Revenue and other information, training personnel, and other functions as we specify from time to time. You must ensure that your employees are adequately trained to use the systems and that they follow applicable policies.

As of the date of this disclosure document, we require the following:

- You must have or purchase a personal computer, smart phone, and/or tablet capable of running the latest version of Microsoft Windows or Macintosh operating system. Your computer must be equipped to support Microsoft Office Professional suite and latest versions of Microsoft's web browser or Safari browser software.

- You must have access to the internet, communication networks and telephone system with adequate speeds to connect to our systems and conduct daily business activities. We estimate this cost will be in the range of $300 to $1,500 per year depending on your providers and the number of services you choose to purchase.

- We require that you purchase third party software or license software as a services (SaaS) (this includes Vonigo, QuickBooks, POS system and other software) from us or our approved vendor list to support business activities and information / data integration to our systems. The current Technology Fee is described in Item 6. For anything not covered by the Technology Fee, you must pay the designated vendor's then-current fee.

- You will also be required to purchase virus protection software and content management software. You will also have to install a firewall protection system.

- You will be required to implement industry-standard administrative, physical, and technical security measures and devices to protect data from unauthorized access, acquisition, loss, destruction, disclosure or transfer, including firewalls and anti-virus systems. You are solely responsible for protecting the Franchised Business from computer viruses, bugs, power disruptions, communication line disruptions, internet access failures, internet content failures, and attacks by hackers and other unauthorized intruders. If you refuse to purchase any required security products, we may purchase them for you and you must reimburse us. You are also required to use best efforts to verify that your suppliers, lenders, landlords, customers, and governmental agencies are reasonably protected. You will be solely responsible for data and data breaches and the associated risks and liability, even if we recommend a vendor. In the event of a known or suspected security breach, you agree to notify us promptly and comply with applicable laws and any instructions from us regarding response to the breach.

- You must update and upgrade your technology, at your expense, as we may require periodically to meet our specifications as they evolve. Upgrades, in some cases, may only be available through our designated suppliers. We may change the designated suppliers occasionally on written notice to you. (See Item 8). Neither we nor our affiliates have any obligation under the Franchise Agreement to provide ongoing maintenance, repairs, upgrades or updates. There is no contractual limitation on the frequency or expense you may incur for hardware and software upgrades and updates. We estimate the cost of optional or required maintenance, updates and upgrades will be approximately $1,000 per year.

Your computer system will provide you with the following functions: accounting, customer scheduling, customer contact information and employee scheduling. We anticipate that the initial cost of your computer system will be between $0 and $6,150. If you already own computer and communications equipment that meets our specifications, your cost may be less. We do not require you to have a maintenance contract for your computer system, but we strongly suggest that you do. If you are authorized to and elect to open a Remix Market from a physical retail space, you may need to purchase or lease additional hardware and software, including certain software related to accounting and retail services, a credit card terminal, and a computer or tablet. The estimated additional costs associated with these expenses range between $0 and $6,750.

Our system requirements and specifications may evolve over time. You must promptly update and upgrade your systems as we require, at your own expense. There is no contractual limitation on the frequency and cost of this obligation. We have the right to change to a different vendor for all of these systems and, in some cases, required items may only be available through us and/or designated vendors.

Data Access. We have the right to independently access your business data, wherever maintained. We also have the right to require you to deliver business data to us. We can use (and to authorize others to access and use) franchisees' business data to, among other uses: (i) verify sales; (ii) monitor progress of Franchised Businesses, including compliance with Minimum Performance Requirement; (iii) prepare a financial performance representation for our disclosure document; and (iv) share vendor and supplier pricing data with our affiliates. There is no contractual limitation on our right to receive or use this information.

We own and have the right to access all customer data, in whatever form existing, and wherever stored. Because we own the customer data, 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 the term of the franchise, including marketing and cross-selling products and services. Whenever we request, and without request upon termination or expiration of your Franchise Agreement, you must promptly deliver all customer data in your possession or control, without retaining any of it 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.

If permitted by applicable law, we may monitor your e-mail, or other electronic communications and may disclose this information if we have a good faith reason to believe it is necessary for the purposes of ensuring your compliance with the Franchise Agreement or protecting our rights, property and interests (or those of our affiliates and franchisees and customers of our franchisees). As you use the JUNKLUGGERS website, you may receive, access or use information, materials, graphics, software, data and content originated by us or other parties. We may terminate or suspend your access to, and listing or related information on, the JUNKLUGGERS website at any time. Upon termination or suspension, your right to use the JUNKLUGGERS website will immediately cease and any information you may have stored on the JUNKLUGGERS website may no longer be accessible or available for retrieval. You are required to provide us with any information or material we deem necessary to comply with applicable law to promote your Franchised Business on the JUNKLUGGERS website.

Operations Manual

The Table of Contents of the Operations Manual is in Exhibit H to this disclosure document. As of the date of this disclosure document, the Operations Manual is 163 pages and addresses Junk Removal Services, Remix Services and Moving Services.

ITEM 12
TERRITORY

Your franchise is granted for the Approved Location, which may be a home office or a commercial office space. If you wish to rent commercial space, it must be located within your Territory, and you must comply with site selection, construction and build-out provisions set forth in the Manuals, you must request approval from us, which we may grant or refuse in our sole discretion, and you must submit a copy of the proposed lease prior to signing it. You may not relocate your business premises without our prior written approval. If you ask to relocate, we will evaluate your request using the same standards that we apply to reviewing the proposed location of new Franchised Businesses. Unless otherwise agreed in writing, relocation does not change your Territory.

You will have a protected territory (“**Territory**”) during the term of your Franchise Agreement, provided you are in full compliance with the terms of the Franchise Agreement, including certain Minimum Performance Requirements (described below) and your obligation not to service customers outside of your Territory. “Protected” means that we will not operate a business under the Marks and the System in the Territory or authorize others to operate Franchised Businesses within the Territory, except as described below. This does not prohibit us from advertising or soliciting employees or independent contractors in your Territory. Other franchisees could reside in your Territory and manage their Franchised Businesses from a home office, but they will not have the right to provide services within your Territory.

You do 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.

A typical Territory will consist of a population of approximately 400,000 individuals and will be defined using postal zip codes in effect at the time the Territory is established. Nonetheless, the population of the territory you receive may vary depending on a number of factors that we determine, including the geographic size and/or population density of the Territory. You will be able to choose your Territory based on available pre-defined Territories. We will use the most recent population information available in the

U.S. Census Data, or other population statistical sources of our choosing to determine populations. Once we have determined your Territory, it will be defined in Appendix A to your Franchise Agreement.

In our sole discretion, we may allow you to add population to your existing Territory during the term of your Franchise Agreement. If we do so, you will be required to pay our then-current Additional Population Fee, currently $0.12 per person.

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

- establish, operate, franchise, and license others to operate businesses under the Marks at any location outside of the Territory;

- operate a business under the Marks inside the Territory if: (i) we (or our affiliate) is operating a business under the Marks in the Territory as of the date you sign the Franchise Agreement; or (ii) we have notified you before you signed the Franchise Agreement that we (or our affiliate) intends to operate a business under the Marks in the Territory;

- use the Marks in other lines of business, anywhere in the world;

- establish and operate, and to grant others the right to establish and operate, similar businesses or any other businesses offering similar or dissimilar products and services through similar or dissimilar channels of distribution, at any locations inside or outside the Territory, under trademarks or service marks other than the Marks;

- develop, manufacture, have manufactured, advertise, market, sell and distribute, at retail or wholesale, and license others to manufacture, sell or distribute, goods or services that are identical or similar to and/or competitive with those provided at your Franchised Business, whether under the Marks or any other name or mark, through dissimilar channels of distribution, including but not limited to through the internet, mobile applications, telemarketing, retail stores, and wholesale clubs, or other distribution outlets (other than Franchised Businesses) both inside and outside the Territory;

- establish and operate, and to grant others the right to operate, businesses offering dissimilar products and services both inside and outside the Territory under the Marks; and

- acquire, be acquired by, or merge with other brands or outlets, even if the concepts or outlets are similar to the business operated under the System, and even if they have locations in the Territory. We will also have the right, in our sole discretion, to convert one or more outlets of the acquired, acquiring or merged brand to a Franchised Business within the Territory.

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

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

We may modify the restrictions in the previous paragraph to accommodate Remix Services that you offer virtually.

Key Accounts. We may from time to time enter into agreements to provide services to customers as part of a national, regional or key account program ("**Key Accounts**", sometimes also referred to as "**National Accounts**") at locations which include locations within the Territory. To participate in the Key Account program, you must meet the following qualifications: (i) be in compliance with all agreements you have with us; (ii) submit all required documents to us, including but not limited to proof of insurance, a W-9 form, EIN notice, and any other documentation we may request and/or require from time to time; and (iii) satisfy any additional training requirements we designate as a condition of participation in the program. We may charge you a fee to participate in Key Accounts (see Item 6), and you must sign our National Account Service Level Agreement, the current form of which is in Exhibit A to this disclosure document. You must accept and perform-according to the terms of the agreements we negotiate with customers. You must accept and perform the terms of such agreements (including, without limitation, special pricing, payment terms, timing of services, and central invoicing) with respect to locations within the Territory. Certain Key Account agreements may require you to pay rebates to the customer, which we will negotiate with the customer on a case-by-case basis. In the case of an agreement under which the customer will pay a fixed amount for services at all locations listed in the agreement, we may allocate the fixed amount among the businesses performing the services.

If you refuse to perform the required services or we determine that your Franchised Business is not qualified, interested, able or available to perform the services, you are required to allow either our employee(s) or another franchisee to enter the Territory to perform the required services. Servicing of Key Accounts by us and/or our designee is an exception to your territorial exclusivity described above in this Item. You may elect to withdraw from the Key Account program on 30 days' written notice to us. Withdrawal from the program will result in your being precluded from servicing all Key Accounts, unless you request reinstatement and in our discretion we agree to reinstate you.

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

Minimum Performance Requirements and Modifications to Your Territory. During the term of your Franchise Agreement, you will be required to meet the minimum performance requirements for Junk Removal Services detailed in the table below (the "**Minimum Performance Requirements**").

Time Period Following Original Opening Date	**Minimum Gross Revenue for Junk Removal Services for Stated Time Period**
Months 7 to 12	$67,500 (pro-rated for 6 months)
Months 13 to 24	$198,000
Months 25 to 36	$270,000
Months 37+	$360,000

"**Original Opening Date**" means the date on which you or any prior owner or predecessor operator of the Franchised Business first opened the Franchised Business.

The Minimum Performance Requirements are not meant to be, and you may not rely on them as, a representation or guarantee of the results that your Franchised Business or any particular Franchised Business will or might achieve. The Minimum Performance Requirements do not predict or project your revenue or other business results.

If you do not achieve the applicable Minimum Performance Requirements, we will have the right to:

- reduce the size of the Territory;
- establish or license a third party(ies) to establish a Franchised Business within the Territory;
- require you to implement a revenue improvement program, which may include, among other things, engaging in specified marketing activities, or
- terminate your Franchise Agreement.

If we require you to implement a revenue improvement program, your failure to comply with the terms of the revenue improvement program or failure to achieve Minimum Performance Requirements will allow us to terminate the Franchise Agreement. The Minimum Performance Requirements are not a representation or guarantee of any financial results.

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

As noted in Item 1, we have several affiliates that offer franchises for other types of services under different trademarks. As of the date of this disclosure document, these affiliates do not sell goods or services similar to those of JUNKLUGGERS franchise, but some of their goods and services may be viewed as complementary to our brand's goods and services.

You do not receive any rights with respect to the franchises offered by, or the businesses operated by, our affiliates. Neither we nor any of our affiliates have established any formal procedures to resolve conflicts that may develop among the affiliates concerning territory, customers, or franchisor support.

ITEM 13
TRADEMARKS

The principal trademark we license you to use is the JUNKLUGGERS mark and logo shown on the cover page of this disclosure document. The term "principal trademarks" means the primary trademarks, service marks, names, logos, and commercial symbols that you will use to identify the Franchised Business, and does not include every trademark associated with JUNKLUGGERS brand. The term "Marks" is a broader term encompassing all of the marks we designate for the operation of JUNKLUGGERS businesses.

The following principal marks are registered on the Principal Register of the United States Patent and Trademark Office ("**USPTO**"):

Mark	Registration Number	Registration Date
	6799768	July 26, 2022
THE JUNKLUGGERS	3434994	May 27, 2008
LUGGERS	5163996	March 21, 2017
	5349953	December 5, 2017
PEACE LOVE & JUNK	5522600	July 24, 2018
	6586198	December 14, 2021

A BUSINESS WITH A HEART	5710732	March 26, 2019
GREEN GUARANTEES	*Supplemental Register 5730088	April 16, 2019
SAVING THE WORLD, ONE LUG AT A TIME	5920013	November 26, 2019
WHEN IN DOUBT, WE'LL LUG IT OUT	5920638	November 26, 2019

All required affidavits and renewals have been or will be filed for the marks listed above.

In addition, we have applied for registration of the following marks on the Principal Register of the USPTO:

MARK	**Serial No.**	**Filing Date**
	97766112	January 24, 2023
THE JUNKLUGGERS	97766010	January 24, 2023
	97766079	January 24, 2023

THE JUNKLUGGERS and Design The Junkluggers	97766141	January 24, 2023
JUNK REMOVAL THE GREEN WAY	97766056	January 24, 2023
remix market Shop Secondhand Treasures	97766166	January 24, 2023
1-800-LUG-JUNK The Junkluggers	97766079	January 24, 2023
remix market	97803336	February 21, 2023

We do not have a federal registration for the Marks listed immediately above. Therefore, these Marks do not have as many legal benefits and rights as a federally registered trademark. If your right to use any of these Marks is challenged, you may have to change to an alternative trademark, which may increase your expenses.

There are no current agreements that significantly limit our rights to use or sub-license the use of the principal marks in a manner material to your franchise. There are no currently effective material determinations of the USPTO, the Trademark Trial and Appeal Board, the trademark administrator of any state, or of any court, nor is there any pending infringement, opposition or cancellation proceedings or any pending material litigation involving the principal marks.

We may also use a number of unregistered, common law trademarks. You must follow our rules when you use our Marks. You may not use any of the Marks alone or with modifying words, designs or symbols as part of a corporate or business name or in any form on the internet, including but not limited to URLS, domain names, e-mail addresses, locators, links, metatags or search techniques. You must get our prior written approval of your company name before you file any registration documents. You must indicate, as required in the Franchise Agreement and specified in the Operations Manual, that you are an independent operator. Guidelines regarding proper trademark use and notices are in the Operations Manual and will be updated periodically in our discretion. You may not use the Marks with an unauthorized product or service, or in a manner not authorized in writing by us.

You must notify us immediately when you learn about an infringement of or challenge to your use of the Marks. We may take whatever action we deem appropriate. We are not required to participate in your defense and/or indemnify you for expenses or damages if you are a party to an administrative or judicial proceeding involving the Marks. However, if we request you to join in any action, we will bear all of your out-of-pocket costs for such participation.

If we replace, add to, modify, or discontinue any of the Marks, you must make corresponding changes as we direct. If this happens, you are responsible for the costs of compliance (for example, changing letterhead and business cards). You must not directly or indirectly contest our rights to the Marks, or any other trademarks, trade names, service marks, logos, trade secrets or business techniques that are part of our business.

ITEM 14
PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

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

Copyrights. We claim copyright protection for certain materials (the "**Works**"), which may include, but are not limited to, the Operations Manual, our websites, software, mobile apps, advertisements, artwork, promotional materials, signs, and vehicle graphics. We have not registered the copyrights in any of the Works, but we may do so at any time. You can use the Works only for the purpose of establishing and operating your Franchised Business.

Proprietary Information. We claim proprietary rights in all Confidential Information, as defined in the Franchise Agreement, including data in the financial, local marketing, operating and scheduling software systems (which we reserve the right to change from time to time) identified in the Operations Manual, the standards, methods, procedures and specifications of the System and the contents of the Operations Manual. You must maintain the absolute confidentiality of the Confidential Information both during the term and after the termination or expiration of the Franchise Agreement and not disclose any of the Confidential Information for any reason except as permitted by the Franchise Agreement. You can disclose the Confidential Information to your owners, officers, directors, members, partners, manager and employees only to the extent necessary for the operation of the Franchised Business in accordance with the Franchise Agreement. You further agree not to use any of the Confidential Information, directly or indirectly, in any other business or in any other manner or obtain any benefit from it not specifically approved in writing by us both during the term of the Franchise Agreement or afterwards. You may not at any time copy, duplicate, record or otherwise reproduce any part of the Operations Manual.

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

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

ITEM 15

OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

You must designate an individual who will be responsible for the day-to-day operational performance of the Franchised Business and who has the authority to bind Franchisee in all decisions regarding the Franchised Business (the "**Key Person**"). The Key Person must be an Owner of the Franchised Business and must successfully complete our initial training program described in Item 11 and must work on premises at your business office.

If you operate multiple Franchised Businesses, with our approval, you may designate an individual to manage the daily operations of the additional Franchised Business (the "**Designated Manager**").

We have the right to rely on any statement, agreement, or representation made by the Key Person on your behalf. The Key Person must certify your financial statements as correct and complete when you submit them to us. If the Key Person leaves your organization, you must nominate a replacement within 30 days, and if you have not obtained our approval of a replacement within 90 days, you will be in material default of the Franchise Agreement.

If the Franchisee is or will be a business entity, all of its Owners (whether or not they are involved in the operation of the Franchised Business) who own five percent or greater interest in the business entity must sign the Personal Guarantee attached to the Franchise Agreement, making each Owner individually liable for all obligations under the Franchise Agreement. If any of your Owners is also a business entity instead of an individual, we have the right to require that the Personal Guarantee be executed by individuals and any other business entities that have direct or indirect ownership in the Franchisee.

The spouse of an Owner is not required to sign a Personal Guarantee if the spouse has no ownership interest in the business entity. However, the spouse will be required to sign a Spouse Acknowledgement in the form attached to the Personal Guarantee, by which the spouse acknowledges that we are relying on all assets of the guarantor, including jointly owned marital property, in accepting the guarantor's obligations. The spouse also agrees to be bound by the non-competition and non-disclosure restrictions, dispute resolution provisions, and governing law provision contained in the Franchise Agreement.

At our request, the Owners, Key Person, officers, directors, limited liability company managers and/or members and executives that we designate are required to sign a separate Confidentiality and Non-Compete Agreement (the form of which is attached to the Franchise Agreement). In addition, you and the Owners authorize us to run credit and background checks and to make inquiries of your bank, suppliers, and trade creditors concerning the Franchised Business.

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

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

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

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

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

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

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

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

ITEM 17
RENEWAL, TERMINATIONS, TRANSFER AND DISPUTE RESOLUTION
THE FRANCHISE RELATIONSHIP

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

Provision	**Section in Franchise Agreement**	**Summary**
a. Length of the franchise term	Section 3	10 years
b. Renewal or extension of the term	Section 19	You can renew the Franchise Agreement for one additional term of 10 years if you meet certain conditions.
c. Requirements for you to renew or extend	Section 19	Conditions include: Written notice of your desire to renew; no default; good record of customer service and compliance with Brand Standards; on good terms with us, including no litigation or other adversarial legal proceedings with us; at our option, sign our then-current form of Franchise Agreement; pay renewal fee; sign general release of claims against us (Exhibit D to this disclosure document); meet our training requirements; demonstrate right to remain in the Approved Location for the renewal term; remodel, refurbish, or renovate your vehicles and premises; and update computer systems and vehicles. The successor Franchise Agreement may contain terms that are materially different from your expiring Franchise Agreement, such as different fee requirements and adjustment of the Territory.
d. Termination by you	Not applicable.	Subject to state law.
e. Termination by us without cause	Not applicable.	
f. Termination by us with cause	Section 16	See g. and h. below. In addition, your default under any other agreement that you or an affiliate has with us or our affiliates will constitute a

Provision	Section in Franchise Agreement	Summary
		default, subject to any applicable provisions for notice and cure set forth in the other agreement.
g. "Cause" defined - defaults which can be cured	Sections 16.2, 16.3, 16.6 and 16.7	You have 7 days to cure non-payment and 30 days to cure other defaults, except for those described in h. below. We have a "step in" right if you fail to cure a default within the applicable cure period (if any). This clause gives us the right, but not the obligation, to operate the Franchised Business on your behalf (or designate a third party to do so) until we determine that the default has been cured. If we exercise the step-in right, you must pay us (or our designee) a fee of up to $500 per day and reimburse us (or our designee) for all costs and overhead incurred in connection with the operation of your Franchised Business, including costs of personnel and their travel and lodging. In addition, you must indemnify us against any fines, claims, suits or proceedings which may arise out of our operation of the Franchised Business. The step-in right does not preclude our right to terminate the Franchise Agreement if your default is not cured. We also have certain other pre-termination options if you are in default. They include: removing the Franchised Business from listings of our locations, prohibiting you from attending brand meetings, charging a default royalty rate (see Item 6), suspending access to the Call Center and technology platforms, and suspending other services. These actions are in addition to our right to terminate and/or bring a claim for damages.
h. "Cause" defined – non-curable defaults	Section 16.1	Non-curable defaults include: failure to obtain an Approved Location or to open for business by deadline; failure to complete pre-opening training to our satisfaction; unauthorized closing; loss of premises or right to do business; refusing inspection or access to records; operating Competing Business (see q. below); unapproved transfer of ownership or business assets; disclosure of our confidential information; maintaining false books, underreporting sales,

Provision	Section in Franchise Agreement	Summary
		engaging in fraud or embezzlement, or misappropriating employee funds; conviction of felony or certain other crimes; insolvency, receivership, or dissolution of your business entity or loss of business license; if Franchisee or any Owner appears on a list of "blocked" persons under any anti-terrorism or similar law; breach of essential provision; failure to achieve minimum score on consecutive assessments; failure to maintain required insurance; failure to resolve customer complaint; failure to attend our annual convention for two consecutive years; failure to conduct background checks; repeated defaults even if cured.
i. Your obligations on termination/non-renewal	Sections 16.8 and 17	We have the option to assume your lease (if any), buy the business assets, and take over your customer contracts. If we do not exercise these options, your obligations include ceasing to operate the Franchised Business, complete de-branding, deactivating or transferring domain name registrations and social media accounts for the Franchised Business, transferring your business telephone number and listings to us, paying all amounts due, returning all of our materials, and complying with confidentiality and non-compete restrictions, among others (also see o. and r. below). If termination was based on your default, you must also pay us liquidated damages (see Item 6).
j. Assignment of contract by us	Section 15.8	No restriction on our right to assign.
k. "Transfer" by you – definition	Section 15.1	Restrictions apply to transfers of any direct or indirect interest in the Franchise Agreement, in the assets of the Franchised Business, or in the equity ownership of Franchisee (if the Franchisee is a corporation or other entity).
l. Our approval of transfer by franchisee	Section 15.1	We have the right to approve all transfers.

Provision	**Section in Franchise Agreement**	**Summary**
m. Conditions for our approval of transfer	Sections 15.2 and 15.3	We can impose any reasonable conditions, including: no default exists; proposed transferee meets our qualifications, signs our then-current Franchise Agreement (and owners sign our personal guarantee), successfully completes training, makes arrangements to upgrade the business to our current standards, and, if a current franchisee at another location, is not in default and signs a general release; you pay transfer fee (plus any applicable third-party broker fee) and sign release of claims against us (Exhibit D to this disclosure document); price and terms do not harm viability of Franchised Business; and any financing is subordinated to obligations to us.
n. Our right of first refusal to acquire your business	Section 15.6	We have the right to match any offer that would result in a change of control of the Franchised Business, except in the case of transfer to a spouse and/or adult children.
o. Our option to purchase your business	Section 17.1	No option except upon expiration or termination of the franchise. See i. above.
p. Your death or disability	Section 15.4	Your executor or personal representative must apply to us within three months to transfer the interest of the deceased or incapacitated person to an approved party, and must complete transfer within one year. If the deceased or incapacitated person is the Key Person, we have the right to manage the Franchised Business until the transfer is completed.
q. Non-competition covenants during the term of the franchise	Section 14.1	No involvement in "**Competing Business**," defined as any business that: (i) offers residential and commercial "eco-friendly" junk removal services, sells second-hand furniture or other household goods, or other products or services similar to those offered by the Franchised Businesses, (ii) grants franchises or licenses to others to operate such businesses, or (iii) is the same or substantially similar in nature or purpose to the Franchised Businesses (other than a JUNKLUGGERS business operated under a Franchise Agreement with us). This is subject to state law.

Provision	Section in Franchise Agreement	Summary
r. Non-competition covenants after the franchise is terminated or expires	Section 14.2	No involvement with Competing Business for 2 years after expiration, termination, or approved transfer of the franchise. Applies if the Competing Business is located or serves customers (i) within the Territory, (ii) within forty (40) miles of the Territory, (iii) within any zip code where the Franchised Business served customers during the term, (iv) within the territory of any other then-existing Franchised Businesses plus the area formed by extending the boundaries of that territory ten (10) miles in all directions, or (v) within the territory serviced by any business operated under the Marks by us or our affiliates, plus the area formed by extending the boundaries of that territory ten (10) miles in all directions. This is subject to state law.
s. Modification of the agreement	Sections 22.12 and 22.13	Modifications must be in writing signed by both parties, except: (a) we have the right to change the Brand Standards Manuals, and (b) all of your existing Franchise Agreements are amended by signing the Franchise Agreement for an additional location.
t. Integration/merger clause	Section 22.12	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.
u. Dispute resolution by arbitration or mediation	Sections 23.2, 23.3 and 23.4	With the exception of actions for provisional relief, to collect fees due under the Franchise Agreement, to seek an injunction, to protect our intellectual property, to terminate the Franchise Agreement for default, and to enforce post-term obligations, we, you, and the Owners must arbitrate all disputes in Columbia, Maryland. All of these provisions are subject to state law in your state.
v. Choice of forum	Section 23.6	Subject to the arbitration requirement, you and the Owners must file any suit against us in federal court in the district where our headquarters is located at the time the suit is filed (currently Columbia, Maryland). We can sue you in federal or state court in the district where our

Provision	Section in Franchise Agreement	Summary
		headquarters is located at the time the suit is filed or where the Franchised Business is located. You and we both waive the right to trial by jury and the right to seek punitive damages. All of these provisions are subject to state law in your state.
w. Choice of law	Section 23.1	Maryland law applies (subject to state law).

ITEM 18
PUBLIC FIGURES

We do not use any public figure to promote the sale of our franchise.

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ITEM 19
FINANCIAL PERFORMANCE REPRESENTATION

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

Historical Financial Performance Representation

As of December 31, 2022, there were 113 Franchised Businesses in operation (the "**Franchised Units**") and 4 affiliate-owned business in operation (the "**Affiliate 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.

CHART 1:

System Revenue for Junk Removal and Moving Services for the 2020, 2021 and 2022 Calendar Years

Calendar Year	2020	2021	2022
Franchised Units Revenue	$15,940,208	$35,580,517	$54,707,566
Affiliate Units Revenue	$3,642,259	$4,981,919	$4,724,288
Total	**$19,582,467**	**$40,562,436**	**$59,431,854**
Growth %	N/A	107%	47%
Same Store Sales			
Same Store Sales '20 vs '21	$13,132,065	$19,822,658	N/A
Same Store Sales Growth %	N/A	51%	N/A
Same Store Sales '21 vs '22	N/A	$28,164,951	$33,847,711
Same Store Sales Growth %	N/A	N/A	20%

Notes:

1. Chart 1 discloses the total system-wide revenues from all junk removal and moving services for the 2020, 2021 and 2022 Calendar Years, rounded to the nearest thousand, as reported to our predecessor by the Franchised Units and the Affiliate Units through our predecessor's electronic reporting system.

2. "Same Store Sales" reports the total Gross Revenue between fiscal years 2021 and 2022 for the Franchised Units that were in business and reporting Gross Revenue as of December 31, 2021 and as of December 31, 2022 and the percentage increase from the prior fiscal year ("**Y-o-Y Growth Percentage**"). See Note 1 to Table 1-B for the definition of "Gross Revenue".

CHART 2:

Average Job Size of Franchised Units for the 2020, 2021 and 2022 Calendar Years

Calendar Year	2020	2021	2022
Average Job Size	$498	$520	$568

Notes to Chart 2:

1. Chart 2 discloses the Average Job Size for the Franchised Units for each of the three Calendar Years: 2020, 2021 and 2022, as reported to our predecessor through our predecessor's electronic reporting system.

2. The Average Job Size for each of the calendar years was calculated by adding together the Gross Revenue of all jobs performed by all Franchised Units that operated for any period during the year, and dividing that number by the total number of jobs performed during that calendar year.

3. 81 Franchised Units operated for some period of time during the 2022 Calendar Year. The Average Job Size presented for the 2022 Calendar Year reflects the average job size for all jobs performed during the 2022 Calendar Year by these 81 Franchised Units. 28 of these Franchised Units, or 35% of the 81 Franchised Units, surpassed the average of $568. The highest Average Job Size for a Franchised Unit in this data set was $938, the lowest Average Job Size in this data set was $336, and the median job size in this data set was $511.

4. 35 Franchised Units operated for some period of time during the 2021 Calendar Year. The Average Job Size presented for the 2021 Calendar Year reflects the average job size for all jobs performed during the 2021 Calendar Year by these 35 Franchised Units. Nine of these Franchised Units, or 25.71% of the 35 Franchised Units, surpassed the 2021 average of $498. The highest Average Job Size for a Franchised Unit in this data set was $680, the lowest Average Job Size in this data set was $272, and the median job size in this data set was $401.

5. 23 Franchised Units operated for some period of time during the 2020 Calendar Year. The Average Job Size presented for the 2020 Calendar Year reflects the average job size for all jobs performed during the 2020 Calendar Year by these 23 Franchised Units. Six of the Franchised Units, or 26.1% of the 23 Franchised Units, surpassed the 2020 average of $480. The highest Average Job Size for a Franchised Unit in this data set was $624, the lowest Average Job Size in this data set was $181, and the median job size in this data set was $429.

CHART 3-A:

Average Gross Revenue by Territory, by Years in Operation

for the 2022 Calendar Year

	# of Territories	Average Gross Revenue	# of Territories that Attained or Surpassed the Average	% of Territories that Attained or Surpassed the Average	Median Gross Revenue in the Range	Highest Gross Revenue in Range	Lowest Gross Revenue in Range
First full calendar year	48	$390,910	26	54%	$402,490	$916,360	$90,624
At least two full calendar years	39	$826,860	12	31%	$585,310	$4,623,736	$109,212
Combined	**87**	**$586,336**	**25**	**29%**	**$456,041**	**$4,623,736**	**$90,624**

CHART 3-B:

Average Gross Revenue by Franchisee, by Years in Operation

for the 2022 Calendar Year

	# of Franchisees	Average Gross Revenue	# of Territories that Attained or Surpassed the Average	% of Territories that Attained or Surpassed the Average	Median Gross Revenue in the Range	Highest Gross Revenue in Range	Lowest Gross Revenue in Range
First full calendar year	38	$471,606	18	47%	$459,774	$916,360	$94,137
At least two full calendar years	32	$1,057,741	9	28%	$699,568	$6,762,505	$184,060

Combined	**70**	**$739,553**	**17**	**24%**	**$514,851**	**$6,762,505**	**$94,137**

Notes to Charts 3-A and 3-B:

1. Charts 3-A and 3-B include data for the 2022 calendar year for 70 Franchised Units operating in 87 territories who have been in operation for at least 2 full calendar years during the 2022 Calendar Year. Chart 3-A displays the Average Gross Revenue by Territory for the 2022 Calendar Year for: (a) 48 franchised territories whose first full calendar year of operations was the 2022 Calendar Year; (b) 39 franchised territories that were open and in operation for more than one full Calendar Year; and (c) all 87 of these franchised territories combined. Chart 3-B displays the Average Gross Revenue by Franchisee for the 2022 Calendar Year for: (a) 38 Franchised Units whose first full calendar year of operations was the 2022 Calendar Year; (b) 32 Franchised Units that were open and in operation for more than one full Calendar Year; and (c) all 70 of these Franchised Units combined.

2. Gross Revenue is defined as all amounts generated from the operation of the Franchised Business, excluding any sales tax collected, as reported to the Franchisor through its electronic reporting system. The Gross Revenue definition in this Item has changed in the new version of our Franchise Agreement. This change have no material effect on the data reported for the 2022 fiscal year.

3. Chart 3-C below table reflects the percentage of Gross Revenue for the Chart 3 Units for the 2022 Calendar Year that was attributable to "Commercial Revenue," defined as the Gross Revenue derived from commercial (i.e., non-residential) jobs in the 2022 Calendar Year.

CHART 3-C:

Commercial Revenue for the 2022 Calendar Year

Average Commercial Revenue* as a % of Gross Revenue for the 2022 Calendar Year	# of Franchised Units that Attained or Surpassed the Average	% of Franchised Units that Attained or Surpassed the Average	Highest % in Range	Lowest % in Range	Median % in Range
23%	28	32%	52%	7%	22%

* Each of the Chart 3 Franchised Units reported, by territory, its percentage of Gross Revenue that was attributable to commercial jobs in 2022 (the "Commercial Percentage"). Our predecessor added each Commercial Percentage and divided that figure by 87 to calculate the Average Commercial Revenue as a % of Gross Revenue for the 2022 Calendar Year.

CHART 4:

REMIX MARKET Gross Revenue, Expenses and Net Income for the 2022 Calendar Year

	Franchise Unit 1	Franchise Unit 2
Remix Revenue	$1,144,858	$370,190
Remix Expenses	$699,853	$252,011
Total Remix Net Income	$445,005	$118,180

Notes to Chart 4:

1. Three Franchised Units operated REMIX Market Centers during the entire 2022 Calendar Year. Two of these three Franchised Units provided our predecessor, through the electronic reporting system, with financial statements identifying the total revenue from all Junk Removal and Remix Services (the "Revenue"). Chart 4 excludes the Franchised Unit that did not provide the same data.

CHART 5:

Average Expenses of Franchised Units as a Percentage of Gross Revenue for the 2022 Calendar Year

Expense Category	Average Expenses of Franchised Units as a Percentage of Annual Gross Revenue (1)	Median Expense of Franchised Units	Number Exceeding Average	Percent Exceeding Average
Truck Labor Costs (2)	26%	23%	14	74%
Net Disposal Costs (3)	6%	6%	10	53%
Vehicle Costs (4)	7%	7%	9	47%
Direct Operating Costs (5)	3%	2%	12	63%
Insurance Costs (6)	6%	5%	12	63%
Operating Registrations & Taxes (7)	0%	0%	12	63%
Payment Processing Fees (8)	2%	2%	6	32%
Marketing & Advertising Costs (9)	21%	17%	11	58%
Professional Service Fees (10)	2%	2%	11	58%
General & Administrative Costs (11)	3%	4%	8	42%
Royalty, Call Center, Brand Fund & Technology Fees (12)	14%	15%	7	37%
Total of Above Costs (13)	**89%**	**81%**	**13**	**68%**

Notes:

1. Chart 6 is based on annual expense information for the 2022 Calendar Year as reported by the 19 Franchised Units (representing 31Territories) that: (a) were open for at least two full Calendar Years as of December 31, 2022, and (b) reported the expense information to our predecessor through its electronic reporting system (the "Chart 5 Units").

2. Truck Labor Costs include hourly wages (regular and overtime), performance incentives and bonuses, but does not include payroll taxes or other benefits.

3. Net Disposal Costs include dump fees less recycling revenue.

4. Vehicle Costs include amounts expended on GPS, tolls, parking, fines and violations, fuel, repairs and maintenance for the vehicles used in connection with the operation of the franchised business.

5. Direct Operating Costs include amounts expended on supplies and equipment, wireless plan and devices, uniforms, truck parking, medical expenses and claims in connection with the operation of the Chart 8 Units.

6. Insurance Costs include amounts expended on commercial automobile, general liability, workers' compensation, cargo, umbrella and other insurance coverage expenses.

7. Operating Registration and Taxes Costs include amounts expended on supplemental, industry- specific business registration expenses and commercial motor vehicle taxes in connection with the operation of the Chart 7 Units.

8. Payment Processing Fees include amounts expended on processing payments, including credit cards, for the business accepted by the Chart 7 Franchised Units.

9. Marketing and Advertising Costs include amounts expended on marketing and advertising by the Chart 7 Units.

10. Professional Service Fees include amounts expended on payroll and accounting service providers by the Chart 7 Units.

11. General and Administrative Costs includes expenses for human resources, professional and development dues, printing and postage, office supplies and equipment, travel, meals and entertainment, clothing and apparel, software, licenses, permits and fees, service charges, gifts and bad debt expenses, as reported to have been expended by the Chart 7 Units.

12. Royalty, Brand Fund & Technology Fees include amounts paid for royalty fees, Call Center fees, advertising fund contributions and technology fees, all of which were uniformly imposed as to the Chart 7 Units.

13. Total of Above Costs is the sum of the average totals. Please note that Chart 7 does not include all expenses including, but not limited to, debt service, office wages (for operations and/or administrative personnel), office rent and utilities, and other fees paid to us or our affiliate(s). Please see Item 6 for details on all fees.

* * *

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

Other than the data for the Affiliate Units, the financial information we utilized in preparing the preceding financial performance representations was based entirely upon information reported to our predecessor by franchisees. No independent accountant or auditing firm has audited, reviewed or otherwise evaluated this information for accuracy or expressed an opinion with regard to its content or form.

Written substantiation for these financial performance representations will be made available to you upon reasonable request.

We recommend that you make your own independent investigation to determine whether the franchise may be profitable to you. We strongly suggest you consult your financial advisor or an accountant (a) to help you determine how to interpret the information contained in this Item, (b) concerning financial projections; and (c) federal, state and local income taxes and any other applicable taxes that you may incur in operating a JUNKLUGGERS Franchised Business.

Other than the preceding financial performance representations, Junkluggers Franchising SPE 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 Junkluggers Franchising SPE LLC, 7120 Samuel Morse Drive, Suite 300, Columbia, Maryland 21046, 410-740-1900, the Federal Trade Commission, and the appropriate state regulatory agencies.

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ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

TABLE 1
Systemwide Outlet Summary
For Years 2020 to 2022(1) (2) (3) (4)

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2020	23	40	+17
	2021	40	95	+55
	2022	95	113	+18
Company Owned	2020	1	1	0
	2021	1	1	0
	2022	1	4	3
TOTALS	**2020**	**24**	**41**	**17**
	2021	**41**	**96**	**55**
	2022	**96**	**117**	**21**

Notes to all Item 20 Tables:

1. Our fiscal year ends December 31. The figures in the tables are as of our fiscal year end each year.
2. The figures are for the number of territories in operation at year-end. Each franchise territory has a separate Franchise Agreement.
3. As of December 31, 2022, there were 82 franchisees in operation; the number of territories in operation for each franchisee is shown in Exhibit F. See Table 5 below regarding territories that were not yet in operation under Franchise Agreements that had been signed as of year-end.
4. As described in Item 1, we became the franchisor of JUNKLUGGERS system in May 2021. For each Table in this Item 20, the information relating to the period before May 2021 is from our predecessor.

TABLE 2
Transfers of Outlets from Franchisees to New Owners (other than the Franchisor) For Years 2020 to 2022[1]

State	Year	Number of Transfers
Connecticut	2020	1
	2021	0
	2022	0
Florida	2020	0
	2021	0
	2022	1
Illinois	2020	0
	2021	0
	2022	2
Michigan	2020	0
	2021	0
	2022	1
New York	2020	0
	2021	0
	2022	3
Ohio	2020	1
	2021	1
	2022	0
TOTALS	**2020**	**2**
	2021	**1**
	2022	**7**

Notes:

1. States not listed had no transfers for years 2020, 2021, or 2022.

TABLE 3
Status of Franchised Outlets For Years 2020 to 2022(1) (2) (3)

State	Year	Outlets at Start of Year	Outlets Opened	Termin-ations	Non-Renewals	Reacquired by Company	Ceased Operations For Other Reasons	Outlets at End of Year
Arizona	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	2	0	0	0	0	2
California	2020	1	3	0	0	0	0	4
	2021	4	6	1	0	0	0	9
	2022	9	3	0	0	0	0	12
Colorado	2020	0	0	0	0	0	0	0
	2021	0	2	0	0	0	0	2
	2022	2	2	0	0	0	0	4
Connecticut	2020	1	1	0	0	0	0	2
	2021	2	1	0	0	0	0	3
	2022	3	0	0	0	0	0	3
Florida	2020	1	1	0	0	0	0	2
	2021	2	5	0	0	0	0	7
	2022	7	3	2	0	0	1	7
Georgia	2020	1	1	0	0	0	0	2
	2021	2	1	0	0	0	0	3
	2022	3	0	0	0	0	0	3
Idaho	2020	0	0	0	0	0	0	0
	2021	0	2	0	0	0	0	2
	2022	2	0	0	0	0	0	2
Illinois	2020	0	0	0	0	0	0	0
	2021	0	3	0	0	0	0	3
	2022	3	1	0	0	0	0	4
Indiana	2020	0	0	0	0	0	0	0
	2021	0	1	0	0	0	0	1
	2022	1	1	1	0	0	0	1
Kansas	2020	0	1	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1

State	Year	Outlets at Start of Year	Outlets Opened	Termin-ations	Non-Renewals	Reacquired by Company	Ceased Operations For Other Reasons	Outlets at End of Year
Kentucky	2020	0	0	0	0	0	0	0
	2021	0	1	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Louisiana	2020	0	0	0	0	0	0	0
	2021	0	1	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Maryland	2020	0	1	0	0	0	0	1
	2021	1	1	0	0	0	0	2
	2022	2	2	0	0	0	0	4
Massachusetts	2020	0	2	0	0	0	0	2
	2021	2	2	0	0	0	0	4
	2022	4	1	0	0	0	0	5
Michigan	2020	0	0	0	0	0	0	0
	2021	0	3	0	0	0	0	3
	2022	3	3	0	0	0	0	6
Minnesota	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Missouri	2020	0	1	0	0	0	0	1
	2021	1	1	0	0	0	0	2
	2022	2	0	0	0	0	0	2
Nevada	2020	0	1	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
New Jersey	2020	3	0	0	0	0	0	3
	2021	3	0	0	0	0	0	3
	2022	3	0	0	0	0	0	3
New York	2020	6	1	0	0	0	0	7
	2021	7	2	0	0	0	0	9
	2022	9	0	0	0	3	0	6
North Carolina	2020	2	1	0	0	0	0	3
	2021	3	0	0	0	0	0	3

State	Year	Outlets at Start of Year	Outlets Opened	Termin-ations	Non-Renewals	Reacquired by Company	Ceased Operations For Other Reasons	Outlets at End of Year
	2022	3	1	0	0	0	0	4
Ohio	2020	1	0	0	0	0	0	1
	2021	1	1	0	0	0	0	2
	2022	2	1	0	0	0	0	3
Oklahoma	2020	0	0	0	0	0	0	0
	2021	0	1	0	0	0	0	1
	2022	1	0	1	0	0	0	0
Oregon	2020	0	0	0	0	0	0	0
	2021	0	4	0	0	0	0	4
	2022	4	1	1	0	0	0	4
Pennsylvania	2020	3	1	1	0	0	0	3
	2021	3	3	0	0	0	0	6
	2022	6	1	0	0	0	0	7
South Carolina	2020	0	0	0	0	0	0	0
	2021	0	1	0	0	0	0	1
	2022	1	0	1	0	0	0	0
Tennessee	2020	0	1	0	0	0	0	1
	2021	1	1	0	0	0	0	2
	2022	2	2	0	0	0	0	4
Texas	2020	1	1	0	0	0	0	2
	2021	2	9	0	0	0	0	11
	2022	11	1	1	0	0	0	11
Virginia	2020	2	1	0	0	0	0	3
	2021	3	2	0	0	0	0	5
	2022	5	1	0	0	0	0	6
Washington	2020	0	0	0	0	0	0	0
	2021	0	2	0	0	0	0	2
	2022	2	2	0	0	0	0	4
Wisconsin	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**	**23**	**18**	**1**	**0**	**0**	**0**	**40**

State	Year	Outlets at Start of Year	Outlets Opened	Termin-ations	Non-Renewals	Reacquired by Company	Ceased Operations For Other Reasons	Outlets at End of Year
	2021	**40**	**56**	**1**	**0**	**0**	**0**	**95**
	2022	**95**	**29**	**7**	**0**	**3**	**1**	**113**

Notes:

1. Multiple franchise territories operated from the same location are counted as separate outlets in this Table.

2. States not listed had no franchisee-owned outlet activity for years 2020, 2021, or 2022.

3. The "Outlets Opened" column in the table does not include outlets shown in the column headed "Franchise Agreements Signed But Outlet Not Opened" in Table 5 below. The latter are not included in Table 3 until the year the outlet opens.

TABLE 4
Status of Company-Owned Outlets For Years 2020 to 2022(1)

State	Year	Outlets at the Start of Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
Connecticut	2020	1	0	0	0	0	1
	2021	1	0	0	0	0	1
	2022	1	0	0	0	0	1
New York	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	3	0	0	3
TOTALS	**2020**	**1**	**0**	**0**	**0**	**0**	**1**
	2021	**1**	**0**	**0**	**0**	**0**	**1**
	2022	**1**	**0**	**3**	**0**	**0**	**4**

Notes:

1. States not listed had no Company-Owned Outlets for years 2020, 2021 or 2022.

TABLE 5
Projected New Franchised Outlets as of December 31, 2022

State	Franchise Agreements Signed But Outlet Not Open (1)	Projected New Franchised Outlet in the Next Fiscal Year (2)	Projected New Company- Owned Outlets in the Next Fiscal Year
Arizona	0	1	0
California	0	5	0
Florida	1	4	0
Georgia	0	1	0
Illinois	0	1	0
Maryland	0	1	0
Massachusetts	0	1	0
Michigan	0	3	0
Missouri	0	1	0
North Carolina	0	1	0
Ohio	0	1	0
Oregon	0	1	0
Pennsylvania	0	2	0
Rhode Island	0	1	0
South Carolina	1	1	0
Tennessee	0	1	0
Texas	2	5	0
Virginia	0	1	0
Washington	0	2	0
TOTALS	**4**	**34**	**0**

Notes:

1. This column refers to the number of units that franchisees have committed to open, but have not yet opened, under Franchise Agreements signed on or before December 31, 2022.

2. This column refers to the number of units that we expect to be covered by new Franchise Agreements signed in 2023.

Attached as Exhibit F is a list of our franchise owners, the number of territories each owns and the addresses and telephone numbers of their business offices as of December 31, 2022.

Attached as Exhibit G is a list of the franchisees who (i) had a franchise terminated, canceled, or otherwise voluntarily or involuntarily ceased to do business under a Franchise Agreement in 2022; (ii) had a franchise not renewed during 2022; or (iii) transferred ownership of the Franchised Business during 2022.

There are no franchisees who have not communicated with us within the ten weeks prior to the issuance date of this disclosure document.

During our and our predecessor's last three fiscal years, no franchisees signed confidentiality clauses restricting their ability to speak openly about their experience with the JUNKLUGGERS system.

We do not have any trademark specific franchisee associations that we sponsor or that have requested to be included in our disclosure document.

ITEM 21
FINANCIAL STATEMENTS

Exhibit I to this disclosure document contains the following:

1. The audited consolidated financial statements of AB Assetco LLC ("**AB Assetco**") and its subsidiaries as of (i) December 31, 2022 and for the year then ended, and (ii) as of December 31, 2021 and for the period from May 14, 2021 to December 31, 2021. Because AB Assetco was organized on March 24, 2021, it does not have available and cannot yet include the 3 full years of audited financial statements required by the franchise laws.

2. A Guarantee of Performance of our obligations by AB Assetco. Our separate financial statements are not included in this disclosure document. Should we fail to fulfill our duties and obligations to our franchisees under their Franchise Agreements, AB Assetco absolutely and unconditionally guarantees to assume those duties and obligations.

As described in Item 1, AB Inc. provides support and services to JUNKLUGGERS franchisees under a management agreement with us. AB Inc. was formerly known as Villa BidCo, Inc. until the company changed its name on May 17, 2021. We have included in Exhibit I the audited consolidated financial statements of AB Inc. and subsidiaries as of December 31, 2022, 2021 and 2020 and for the years then ended, which comprise the consolidated balance sheets as of December 31, 2022, 2021, and 2020 and the related consolidated statements of comprehensive loss, of changes in stockholder's equity and of cash flows for the years then ended. These financial statements are included for disclosure purposes only; AB Inc. is not a party to the Franchise Agreement we sign with franchisees, nor does it guarantee our obligations under the Franchise Agreement we sign with franchisees.

ITEM 22
CONTRACTS

The following agreements are attached to this disclosure document:

Exhibit A	Franchise Agreement (including the following attachments: Data Sheet, Brand Appendix, Multi-Territory Addendum, Remix Services Addendum, Confidentiality and Non-Compete Agreement, Telephone Number and Internet Agreement, EFT Agreement, and Key Account Agreement)
Exhibit C	Renewal Addendum
Exhibit D	Sample of General Release
Exhibit K	State-Specific Disclosures and Contract Addenda

We also require that you fill out a Questionnaire before signing an agreement with us. The Questionnaire is in Exhibit E.

ITEM 23
RECEIPTS

The last two pages of this disclosure document are receipt pages. Please sign, date, and detach the last two pages and return one signed copy to us.

EXHIBIT A

FRANCHISE AGREEMENT AND RELATED AGREEMENTS

FRANCHISE AGREEMENT

[Franchise ID]

Franchisor:	Junkluggers Franchising SPE LLC
Agreement Date:	
Full Legal Name of Franchisee:	
Individual Owner Name(s):	
Approved Location:	

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FRANCHISE AGREEMENT

This Agreement is between the company identified as "Franchisor" on the cover page (**"we"**, **"us"** or **"Franchisor"**), and the individual or company identified as "Franchisee" on the cover page (**"you"** or **"Franchisee"**). If Franchisee is a company, the term **"Owners"** means the individual(s) identified on the Data Sheet as the owners of the Franchisee, plus any other individual(s) we may approve in the future to hold an interest in the Franchisee.

1. DEFINITIONS

The terms defined in this Section 1 have the meanings set forth below. Other capitalized terms used in this Agreement are defined where they first appear within the text.

1.1. "Agreement Date" means the Agreement Date shown on the cover page of this Agreement.

1.2. "Approved Location" means the street address or specific site that we have approved for your business premises, as shown on the cover page of this Agreement. If the Approved Location has not been determined when we sign this Agreement, you are required to obtain our approval of a location within three (3) months after signing this Agreement. Once we approve the location, we will insert the street address or specific site on the cover page of this Agreement or otherwise confirm the approved address to you in writing.

1.3. "Brand" means the brand identified on the cover page of this Agreement.

1.4. "Brand Appendix" means Appendix B to this Agreement, which sets out certain business terms specific to the Brand.

1.5. "Brand Fund" means the fund to which you will contribute to support development and recognition of the Brand, as more fully described in Section 10.2, and may be referred to by names other than the "Brand Fund."

1.6. "Brand Standards" means our required and recommended specifications, standards, policies and procedures for products, services, image, and operations of Franchised Businesses.

1.7. "Brand Standards Manuals" means, collectively, the materials and content we have developed relating to the establishment and operation of Franchised Businesses, consisting of one or more manuals, handbooks, and training materials regardless of format, including electronic files, video or audio recordings, and other media or otherwise communicated in writing to you, all of which we can modify, replace and supplement. The Brand Standards Manuals are sometimes referred to as the "Operations Manuals."

1.8. "Confidential Information" means all knowledge and data not generally known to the public, whether or not constituting trade secrets, that we disclose to you and/or the Owners or that you obtain by virtue of this Agreement or any activities under this Agreement, including but not limited to: (i) methods, techniques, specifications, standards, policies, procedures, and design and layout plans relating to the operation of Franchised Businesses; (ii) future marketing plans and promotional programs for the Brand; (iii) customer data and other information concerning consumer preferences; (iv) inventory requirements and specifications; (v) sales, operating results, financial performance and other financial data of Franchised Businesses; (vi) the contents of the Brand Standards Manuals and our training programs; (vii) vendor lists, terms of purchase, and other information concerning the selection and sourcing of products, services, technology, equipment and supplies; (viii) marketing studies, surveys, and cost studies; (ix) research and development, test results, and feasibility studies; and (x) business plans and non-public financial information of or about us and our affiliates.

1.9. **“Data Sheet”** means Appendix A to this Agreement, which collects certain details specific to Franchisee and this Agreement.

1.10. **“Designated Vendor”** means a particular manufacturer, wholesaler, distributor or other source that we designate for particular products or services, which may be a third party, us, or our affiliate.

1.11. **“Equipment Package”** means the list of equipment and accessories that we prescribe for Franchised Businesses as of the time you are preparing to open.

1.12. **“Franchised Business”** means the business that you operate under this Agreement at and from the Approved Location. “Franchised Businesses” means your Franchised Business plus all other businesses that we have authorized to operate under the Marks and System by means of a valid franchise agreement.

1.13. **“Gross Revenue”** means all revenue from the sale of products and services and all other income of every kind related to the Franchised Business, whether for cash, credit, trade, barter or other value and regardless of collection in the case of credit and even if you have contracted with third parties to provide certain of the services, less any bona fide refunds given to customers in the ordinary course of business. Gross Revenue also includes amounts billed to insurance or government programs. You agree that “Gross Revenue” includes all revenue related to the sale of any products and the performance of any services (whether or not the products or services are approved by Franchisor) that are provided using any portion of the Franchised Business in any manner, including the Marks (such as service vehicles, invoices, and uniforms bearing the Marks), the System, Confidential Information, any of the employees of the Franchised Business, or the telephone number of the Franchised Business. “Gross Revenue” also includes any proceeds of business interruption insurance. “Gross Revenue” shall not be reduced on account of any fees or commissions you pay to third parties who refer customers. “Gross Revenue” does not include any sales taxes or other taxes you collect from customers and pay directly to the appropriate taxing authority. We reserve the right to modify our policies and practices regarding revenue recognition, revenue reporting, and the inclusion or exclusion of certain revenue from “Gross Revenue” as circumstances, business practices, and technology change.

1.14. **“Improvement”** means any change, idea, innovation, concept (including any advertising slogan or idea), product, process, or improvement that may enhance or improve the System.

1.15. **“Key Person”** means the individual who is responsible for the day-to-day operational performance of the Franchised Business and who has the authority to bind Franchisee in all decisions regarding the Franchised Business. The initial Key Person is named in the Data Sheet.

1.16. **“Marks”** means the logo shown on the cover page of this Agreement and all other trademarks, service marks, logos, and commercial symbols that we expressly designate for use in connection with the System.

1.17. **“Opening Deadline”** means the date specified in the Data Sheet by which you are required to have the Franchised Business open and operating.

1.18. **"Proprietary Products"** means products bearing the Marks and/or prepared using formulations and/or methods of preparation developed by or for Franchisor. They may include apparel, accessories, and other products sold or used in the Franchised Business. We have the right to modify, discontinue, substitute, and/or add items to the Proprietary Products from time to time in our sole discretion.

1.19. **"System"** means the know-how and system of operation developed for the Brand and owned by Franchisor. The distinctive elements of the System include, but are not limited to: the products and services offered; customer service standards; the warranty program, if applicable; standards and specifications for equipment, technology, supplies, and operations; our advertising and promotional programs and marketing techniques; the exterior and interior design, décor, color scheme, fixtures, and furnishings of the business premises; and the accumulated experience reflected in our Brand Standards Manuals, training program, and instructional materials.

1.20. **"Territory"** means the geographic area defined in the Data Sheet and/or in a map attached to the Data Sheet.

2. FRANCHISE GRANT AND TERRITORIAL PROTECTION

2.1. Right Granted. We grant you the right, and you undertake the obligation, on the terms and conditions of this Agreement, to establish and operate one (1) Franchised Business at the Approved Location only, and to use the Marks and the System only in connection with the Franchised Business, and only within the Territory. You agree to operate the Franchised Business for the full Agreement term specified in Section 3.

2.2. Territorial Protection. While this Agreement is in effect, and provided that you are not in default beyond any applicable cure period, we will not operate a business under the Marks and the System in the Territory or authorize others to operate Franchised Businesses within the Territory, except as permitted under Sections 2.3, 2.4 and 2.5 below. This does not prohibit us from advertising or soliciting employees or independent contractors in your Territory.

2.3. Rights Reserved. We and our affiliates retain all rights not expressly granted to you, including the rights (despite anything to the contrary in Section 2.2 and regardless of the proximity to or effect on the Franchised Business):

2.3.1 To establish, operate, franchise, and license others to operate businesses under the Marks at any location outside of the Territory;

2.3.2 To operate a business under the Marks inside the Territory if: (i) Franchisor (or its affiliate) is operating a business under the Marks in the Territory as of the Agreement Date; or (ii) Franchisor has notified Franchisee before Franchisee signed this Agreement that Franchisor (or its affiliate) intends to operate a business under the Marks in the Territory;

2.3.3 To use the Marks in other lines of business, anywhere in the world;

2.3.4 To establish and operate, and to grant others the right to establish and operate, similar businesses or any other businesses offering similar or dissimilar products and services through similar or dissimilar channels of distribution, at any locations inside or outside the Territory, under trademarks or service marks other than the Marks.

2.3.5 To develop, manufacture, have manufactured, advertise, market, sell and distribute, at retail or wholesale, and license others to manufacture, sell or distribute, goods or services that are identical or similar to and/or competitive with those provided at the Franchised Business, whether under the Marks or any other name or mark, through dissimilar channels of distribution, including but not limited to through the Internet, mobile applications, telemarketing, retail stores, and wholesale clubs, or other distribution outlets (other than Franchised Businesses) both inside and outside the Territory;

2.3.6 To establish and operate, and to grant others the right to operate, businesses offering dissimilar products and services both inside and outside the Territory under the Marks; and

2.3.7 To acquire, be acquired by, or merge with other brands or outlets, even if the concepts or outlets are similar to the business operated under the System, and even if they have locations in the Territory. We will also have the right, in our sole discretion, to convert one or more outlets of the acquired, acquiring or merged brand to a Franchised Business within the Territory.

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

2.5. Key Accounts. Franchisor may from time to time enter into agreements to provide services to customers as part of a national, regional or key account program ("**Key Accounts**", sometimes also referred to as "**National Accounts**") at locations which include locations within the Territory. If required by the Brand Appendix, you are required to pay us specified fees to participate in Key Accounts. You agree to accept and perform the terms of such agreements (including, without limitation, special pricing, payment terms, timing of services, and central invoicing) in respect of locations within the Territory. If you refuse to perform the required services or we determine that the Franchised Business is not qualified, interested, able or available to perform the services, you are required to allow either Franchisor's employee or another franchisee to enter the Territory to perform the required services. In the case of an agreement under which the customer will pay a fixed amount for services at all locations listed in the agreement, we may allocate the fixed amount among the businesses performing the services.

2.6. No Other Sales Channels. You may not offer products or services through any channel other than those we have expressly approved. If you request approval of any other distribution channel or type of outlet, we will consider the factors we deem appropriate, which may include the period of time you have been operating the Franchised Business, your sales volume, whether you have met quality standards and other benchmarks, and other standards that we may determine. This Agreement does not license you to sell products to any vendor who would in turn sell to consumers. This Agreement does not restrict Franchisor or its affiliates from engaging in, and does not grant you any rights to participate in, any other business concepts of Franchisor or its affiliates other than the Franchised Business.

2.7. Relocation. You may not relocate the Franchised Business without our prior written consent. Any relocation must be to a location within the Territory. Unless otherwise agreed in writing, relocation of the Franchised Business does not change the Territory.

3. AGREEMENT TERM

This Agreement will expire on the anniversary of the Agreement Date specified in the Brand Appendix (the "**Expiration Date**"). You will have an opportunity to renew the franchise rights when the term expires, subject to the terms of Section 19 and provided that you meet the conditions in that Section.

4. PRE-OPENING

4.1. Preparation for Opening. You are required to prepare your Franchised Business and business premises as necessary to conform to the Brand Standards. The Brand Standards may require expenditures for, among other things, structural changes and modification of the premises; new or modified service vehicles, equipment, signs, fixtures and furnishings; interior and exterior remodeling and redecoration; installation of new technology and/or additions and upgrades to existing technology; and resurfacing of parking areas. As applicable, and as may be designated by Franchisor, you are required to order the Equipment Package and all other technology equipment, signs, fixtures, furnishings, inventory, and supplies from a Designated Vendor. If required by the Brand Appendix, you are required to pay us specified fees for outfitting the Franchised Business. You are required to notify us of the anticipated completion date and provide updates as requested during the build-out process. During the pre-opening period, you are required to permit our representatives to inspect the premises at reasonable times. We may specify further details of the build-out process in the Brand Standards Manuals.

4.2. Permits. You are required to obtain all zoning classifications, permits, and clearances (including, as applicable, construction permits, certificates of occupancy, health permits, environmental permits, sign permits, and mall or strip center clearances) that may be required by federal, state, or local law or your landlord for the Franchised Business. You have sole responsibility for operating your Franchised Business in compliance with all permits and laws.

4.3. Pre-Opening Marketing. You are required to conduct pre-opening marketing, as specified in Section 10.3, to attract an initial customer base for the Franchised Business.

4.4. Approval to Open. You agree not to open the Franchised Business for business until we notify you that: (1) all of your pre-opening obligations have been fulfilled; (2) pre-opening training of your personnel has been completed as required by Section 5; and (3) we have been furnished with copies of all certificates of insurance required by Section 9.1.

4.5. Opening Deadline. You are required to open the Franchised Business to the public by the Opening Deadline. If you request an extension of the Opening Deadline, we have complete discretion whether to give an extension. If we agree to an extension, we have the right to charge you an extension fee of up to $1,000 per month of extension.

4.6. Opening Support. We will provide such opening support and assistance for the Franchised Business as we deem appropriate, at the time(s) and in the manner we determine. If you request opening support beyond what we customarily furnish to Franchised Businesses, and if we agree to furnish such additional support, then we will have the right to impose a fee, plus expenses, for providing the agreed additional support.

5. TRAINING

5.1. Initial Training. Franchisor will offer, at the time(s) and location(s) selected by Franchisor, a pre-opening training program to Franchisee and to those employees of Franchisee whom Franchisor deems appropriate. The individuals that we designate are required to successfully complete the pre-opening training. We have the right to vary the duration and content of initial training based on the trainee's prior experience in similar businesses. We alone have the right to judge whether a person has successfully completed the training program. Successful completion may require passing tests to establish proficiency in the delivery of services, use of technology and software applications, and other areas we designate. We will have the right to terminate this Agreement under Section 16.1 if, at any time during the pre-opening training program, we conclude in our sole judgment that any person required to attend the pre-opening training program does not possess the skills necessary to properly fulfill and discharge the demands and responsibilities required by the System or this Agreement.

5.2. Additional Training. After the Franchised Business opens for business, we will make available, at the time(s) and location(s) we designate, such other required and optional training programs as we deem necessary and appropriate. For training that we designate as required, the individuals that we designate are required to successfully complete the training.

5.3. Training Methods. We have the right to provide training programs in person, by video, via the Internet, or by other means, as we determine, and the training may be performed by us, our affiliates, or third parties.

5.4. Training Fees. You are required to pay us a non-refundable initial training fee in the amount shown in the Data Sheet. We may also charge a training fee: (a) for additional trainees that you request in excess of the maximum number we designate for a training program; (b) if we require remedial training as a result of your failure to comply with our Brand Standards; (c) for re-training persons who are repeating a training program, or their substitutes; and (d) for training programs that we make optional for franchisees.

5.5. Travel Expenses. For all training, including initial training, you are responsible for all travel expenses, living expenses, wages, and other expenses incurred by your trainees. If we conduct training at any location other than our headquarters, you may be required to pay the reasonable travel, meal and lodging expenses of our trainer(s).

5.6. Training Assistance. After the Franchised Business opens, you agree to give us reasonable assistance in training or assisting other franchisees of the Brand. We will reimburse you for your reasonable costs and expenses in providing such assistance.

5.7. Employee Training. Except for the training in Sections 5.1 and 5.2, you are responsible for all employee training for the Franchised Business.

5.8. Annual Conference; Non-Attendance Fee. The Key Person and/or Owners of Franchisee, as designated by us, are required to attend an annual conference of franchise owners, if called by us. Franchisee is responsible for the costs of travel and accommodations of its attendees. Franchisor reserves the right to charge a fee for the annual convention. If none of the designated Franchisee representatives attend the annual convention, we may charge Franchisee a non-attendance fee of $2,000. If the Key Person, Owners, and/or employees of Franchisee, as designated by us, do not attend the annual convention for two (2) consecutive years, you will be in default of this Agreement, and we will have the right to terminate this Agreement (or, in lieu of termination, increase your royalty fee by one percent (1%) of Gross Revenue under Section 7.6 until you attend the annual convention as designated by us), as well as any other rights and remedies available to us at law or in equity.

6. OPERATION OF THE FRANCHISED BUSINESS

6.1. Compliance with Brand Standards. In order to protect the reputation and goodwill of the Brand and to maintain high standards of operation under the System, you agree to comply strictly with all of our required Brand Standards. 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, 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 matter. 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.

6.2. Management. The Franchised Business is required at all times to be under the day-to-day supervision of the Key Person. We have the right to rely on any statement, agreement, or representation made by the Key Person. If the Key Person leaves your organization, you are required to nominate a replacement within thirty (30) days thereafter. If you have not obtained our approval of a replacement within ninety (90) days, you will be in material default of this Agreement.

6.3. Approved Products and Services. You are required to offer for sale from the Franchised Business all products and services that we designate from time to time as required items. You may also offer for sale any optional products and services that we have approved for sale in the Franchised Business. You are prohibited from offering any unapproved products or services without our prior written consent. The service system and processes are integral to the System and that failure to adhere to them strictly will constitute a default of this Agreement. You are required to discontinue selling or offering for sale any products or services that we disapprove at any time, in our sole discretion.

6.4. Pricing and Promotional Activities. To the extent permitted by applicable law where the Franchised Business is located, we have the right to establish maximum and/or minimum prices that you are required to follow for products and services sold in the Franchised Business. Subject to applicable law, you are required to participate in and comply with the terms of special promotional activities that we prescribe for Franchised Businesses generally or for Franchised Businesses in specific geographic areas or having particular characteristics. These activities may include special offers and other pricing promotions. Subject to the limitations in Section 10, you agree to bear your own costs of participating in these activities. You are required to display promotional signs and materials and otherwise participate in the manner we request.

6.5. Telephone Numbers. You are required to obtain one or more separate telephone numbers that are identified with the Franchised Business and no other business. At the termination or expiration of this Agreement, those telephone numbers and any online listings become our property. Simultaneous with signing this Agreement, you agree to sign the Telephone Number and Internet Agreement attached as Appendix D, duly appointing us as attorney-in-fact to effect a transfer to us of the telephone numbers and online listings for the Franchised Business upon expiration or termination of this Agreement. We may require that telephone numbers and electronic identities you use in connection with the Franchised Business be owned and controlled by us or an approved supplier, and that you transfer to an approved call routing and tracking supplier all telephone numbers associated with the Franchised Business.

6.6. Live Voice and Call Center. Telephone calls to the Franchised Business are required to be answered by "live" voices during the hours specified in the Brand Standards Manuals. You may not have calls answered by answering machines, voicemail, or digital assistants. We may require or prohibit forwarding calls to mobile phones. If you do not comply with the "live" voice requirement as stated in the Brand Standards Manuals, we have the right to increase your royalty by one percent (1%) of Gross Revenue, in addition to any other remedies available to us under this Agreement, including default and termination. We also have the right to require you to use a designated call center for the Brand (the **"Call Center"**) for incoming calls. We will charge you a fee for using the Call Center service, whether the service is required or optional. As of the Agreement Date, the Call Center Fee is the amount set forth in the Brand Appendix and is due at the same time as your royalty payments. We reserve the right to increase the Call Center Fee, to charge a minimum fee for this service, and to change the timing of payment of the fee. We also reserve the right to terminate your access to the Call Center or to cancel the Call Center program. We will provide you at least thirty (30) days' notice prior to terminating the Call Center, modifying the Call Center Fee, or changing the timing of payment.

6.7. Technology Requirements. We have the right to specify the point-of-sale (POS) system, customer relationship management (CRM) system, back-office system, software applications, audio/visual equipment, security systems, electronic payment devices, and other hardware, software, and network connectivity for the Franchised Business. You agree to sign any standard license agreement or user agreement that may be required to use a system that we specify. You are required to use the required systems for service calls, managing inventory, reporting Gross Revenue and other information, training personnel, and other functions as we specify from time to time. You are required to ensure that your employees are adequately trained to use the systems and that they follow applicable policies. You are required to maintain your technology systems in good working order at all times and promptly install upgrades, additions, modifications, substitutions and/or replacements of hardware, software, connectivity, power, and other system components as necessary. You agree to bear all costs of acquisition, installation, use, maintenance and upgrade of your systems.

6.8. Franchisee Portal. We have the right (but no obligation) to establish one or more websites and/or mobile applications that are open only to franchisees (the **"Franchisee Portal"**). If applicable, you are required to use the Franchisee Portal for reporting, training, ordering merchandise and supplies, or other purposes as we direct.

6.9. Payment Systems and Customer Retention Programs. You are required to participate in programs relating to gift cards, gift certificates, stored value cards, online or mobile coupons or credits, online or mobile ordering systems, and other electronic money programs we prescribe from time to time for Franchised Businesses. Participation includes both issuing program benefits or credits and accepting them for payment by customers, and may require you to purchase additional equipment. We have the right to coordinate the crediting and debiting of funds among Franchised Businesses based on customer purchases and redemption of stored value. You are required to comply with our policies regarding acceptance of payment by credit and/or debit cards, mobile payment systems, and digital coupons, including, for example, minimum purchase requirements and/or surcharges for use of a card. You are required to also participate in any customer loyalty programs we prescribe from time to time. You may not offer your own gift card, electronic money, or loyalty program for the Franchised Business without our prior written approval. The payment systems and loyalty programs we designate may require you to obtain new hardware, software, equipment and training at your own expense.

6.10. Sourcing. We have the right to require that all equipment, technology, inventory, supplies, vehicles, signs, furnishings, fixtures, décor items, retail merchandise, payment systems, and other products and services that you purchase for use or resale in the Franchised Business: (a) meet specifications that we establish from time to time; and/or (b) be purchased only from vendors that we have expressly approved; and/or (c) be purchased only from a single source (which may include us or our affiliates) at the then-current price. To the extent that we establish specifications, require approval of vendors, or designate specific vendors for particular items, we will notify franchisees via the Brand Standards Manuals or otherwise. We and our affiliates will earn revenue and profits on sales that we make directly to you. We may negotiate purchasing arrangements under which vendors agree to make goods or services available to Franchised Businesses on specific terms. You agree to participate in and abide by the terms of any vendor purchase program established by Franchisor. Subject to applicable law, we may earn money in the form of rebates, licensing fees, administrative fees, commissions, or other payments from vendors based on your purchases. Subject to applicable laws and our arrangements with the vendors, we have no obligation to remit the funds to you.

6.11. Inventory. You are required to keep a sufficient inventory of products, merchandise, and supplies in the Franchised Business to meet the Brand Standards (or to meet reasonably anticipated customer demand, if we have not prescribed specific standards).

6.12. No Liability for Others' Products. 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. 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 affiliate 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.

6.13. Use of Approved Location; Hours of Operation. You are required to use the Approved Location only for the operation of the Franchised Business, to keep the Franchised Business open and in normal operation for the minimum hours and days specified in the Brand Standards Manuals (subject to applicable laws), and to not use or permit others to use the Approved Location or the Franchised Business for any other purpose or activity without first obtaining our written consent. We have the right to vary the minimum hours and days of operation by market, type of facility, or other basis.

6.14. Required Equipment, Vehicles, Signs, Furnishings and Other Items. Throughout the Agreement term, you are required to acquire, use and install, as we may require, at your expense, all equipment, vehicles, technology, audio/visual equipment, security features, décor, furnishings, promotional materials, and signs that we require from time to time. You must not install or use in the Approved Location or Franchised Business any equipment, vehicles, technology, furnishings, signs, vehicle graphics, or other items that we have not approved.

6.15. Condition of Business Assets. You are required to keep the equipment, vehicles, signs, and other tangible assets of the Franchised Business in a clean, orderly condition and in excellent repair and condition, at your own expense. At our request, you are required to provide us with copies of any report of inspection of the Franchised Business conducted by a vendor or government agency.

6.16. Condition of Premises. If customers routinely visit the Approved Location, then you are required to periodically remodel your business premises to conform to our then-current Brand Standards for a new Franchised Business. We will not require remodeling more often than once every five (5) years. Remodeling may require expenditures for, among other things, replacement or renovation of furnishings, fixtures, equipment, and signs; interior and exterior painting, flooring and redecoration; and upgrades to technology, restrooms, and customer amenities. The remodeling obligation in this section is separate from and does not limit your obligations in any other Section of this Agreement or in your lease.

6.17. Customer Contracts. In the marketing and operation of the Franchised Business, Franchisee is required to use only the customer contracts, waivers, and/or other forms designated by Franchisor from time to time, except where Franchisor does not designate such items. Franchisor may provide Franchisee with templates or sample forms of such items, but it is Franchisee's responsibility to have all items which are to be used with prospective and/or actual customers reviewed, at Franchisee's expense, by an attorney licensed to practice law in the state(s) where the Franchised Business is operated, for compliance with all applicable state and local legal requirements. Franchisor makes no warranty or representation that any contracts, waivers and/or other forms and/or materials, whether supplied by Franchisor or otherwise, are in compliance with the laws of any particular state(s) or locality.

6.18. Customer Warranty or Guarantee. If the Brand Standards include a customer warranty or a satisfaction guarantee, you are required to provide the warranty or satisfaction guarantee to each customer and comply with the requirements of the warranty/guarantee program, as set forth in the Brand Appendix and/or the Brand Standards Manuals.

6.19. Performance Requirements. You agree to continuously exert best efforts to promote and enhance the performance of the Franchised Business and the goodwill of the Marks. If minimum performance requirements are set forth in the Brand Appendix (the **"Minimum Performance Requirements"**), you are required to achieve those Minimum Performance Requirements. If you do not achieve the Minimum Performance Requirements, we will have the right to: (i) reduce the size of the Territory; (ii) establish or license a third party(ies) to establish a Franchised Business within the Territory; (iii) require Franchisee to implement a revenue improvement program, as we specify, which may include, among other things, engaging in specified marketing activities, by the conclusion of which Franchisee is required to achieve the Minimum Performance Requirements; or (iv) terminate this Agreement. If we elect the option in clause (iii), your failure to comply with the terms of the revenue improvement program or failure to achieve Minimum Performance Requirements will allow us to terminate this Agreement. The Minimum Performance Requirements are not a representation or guarantee of any financial results to Franchisee from the exercise of the rights granted in this Agreement.

6.20. Territory Visits and Inspections. You are required to permit our representatives to inspect the operations of the Franchised Business and to enter your business premises during normal business hours to review records, to observe, photograph and record operations, to remove samples of goods, materials and supplies for testing and analysis, and to interview your customers, employees, and vendors. You are required to provide assistance as requested by our representatives. Upon notice from us, you are required to immediately begin any steps necessary to correct deficiencies noted during a Territory visit.

6.21. Brand Standards Assessments. You are required to comply with our Brand Standards monitoring program, at your own expense. The program may include, among other things, customer satisfaction surveys, mystery shopper reports, employee satisfaction and perception surveys, health and safety reviews, and third-party observation of your operations. If you do not achieve the minimum score or standard that we prescribe for a specific Brand Standards category, we may require you and/or your employees to complete additional training at a location we designate, at your expense. If you do not achieve the prescribed minimum score or standard on two consecutive assessments or on three or more assessments in any five (5) year period, we will have the right to terminate this Agreement under Section 16.1.

6.22. Brand Programs. You are required to participate in and comply with any other programs that we prescribe for Franchised Businesses, as specified in the Brand Appendix.

6.23. Employer Responsibilities. You are required to maintain proper staffing in the Franchised Business to meet the Brand Standards. You have sole responsibility for all employment decisions and functions relating to the Franchised Business, including but not limited to decisions related to recruiting, screening, hiring, firing, scheduling, training (other than the training in Section 5), compensation, benefits, wage and hour requirements, recordkeeping, supervision, safety, security and discipline of employees. Any information we provide about employment matters, whether voluntarily or in response to your request, and whether directly or by means of any technology tools, is a recommendation only and not intended to exercise control over the wages, hours or working conditions of your employees or the means and manner by which they carry out their duties. In addition, we may provide you with access to an independent, third-party employment law hotline (the "Hotline"). We will have no liability with respect to any advice you may receive through the Hotline or otherwise in connection with your use of the Hotline and we may discontinue offering access to the Hotline at any time. You alone will direct and control all employees of the Franchised Business, subject only to the Brand Standards that we prescribe to protect the goodwill associated with the Marks, which may include the requirement of initial and periodic drug testing and background checks. You are required to clearly inform all workers, before hiring and periodically thereafter, that Franchisee, and not Franchisor, is their employer and that Franchisor does not assume and will not accept any employer, co-employer, or joint employer obligations. You agree to indemnify us for any liability, cost, expense, loss or damage, including attorney's fees and costs, arising from (i) any claim or allegation that Franchisor or any affiliate is the employer, co-employer, or joint employer of Franchisee, its Owners, or any workers in the Franchised Business, and (ii) your use of the Hotline or reliance on any information received during your use of the Hotline.

6.24. Modifications to System. We can modify the System and the products and services offered by the Franchised Businesses from time to time (such as, but not limited to, by adding, deleting, and changing approved products or services, equipment, operating procedures, and Brand Standards). You agree to comply, at your own expense, with all such modifications, including without limitation any associated replacement or renovation of equipment, remodeling, redecoration, modifications to existing improvements, and structural changes.

6.25. Compliance with Lease. You are required to comply with all terms of the lease or sublease for the Approved Location and all other agreements affecting the operation of the Franchised Business. You are required to use best efforts to maintain a good working relationship with your landlord and refrain from any activity that may jeopardize your right to remain in possession of the Approved Location.

6.26. Compliance with Laws. You are required to operate the Franchised Business in compliance with all applicable municipal, county, state and federal laws, rules, regulations and ordinances, including maintaining all regulatory licenses. Additional details may be set forth in the Brand Appendix. You have sole responsibility for compliance despite any information or advice that we may provide.

6.27. Taxes and Indebtedness. You are required to promptly pay when due all taxes and all accounts and other indebtedness you incur in the operation of the Franchised Business. In the event of any bona fide dispute as to your liability for taxes assessed or other indebtedness, you may contest the validity or the amount of the tax or indebtedness in accordance with procedures of the taxing authority or applicable law, but you may not permit a tax sale or seizure or attachment by a creditor against the Franchised Business.

7. FEES

7.1. Franchise Fee. You are required to pay us a non-refundable initial franchise fee in the amount shown in the Data Sheet. The initial franchise fee is due when you sign this Agreement.

7.2. Royalty. Beginning at the earlier of the Opening Deadline or when the Franchised Business opens, you are required to pay us an ongoing royalty fee in the amount shown in the Brand Appendix. Unless we designate a different period, the royalty fee will be paid on the schedule shown in the Brand Appendix.

7.3. Brand Fund Contribution. You are required to contribute to the Brand Fund on an ongoing basis the amount shown in the Brand Appendix. The Brand Fund contribution will be calculated for the same period and paid in the same manner as the royalty fee and will be used as described in Section 10.2.

7.4. Technology Fees. You are required to pay us fees as specified in the Brand Appendix to support development and operation of software, portals, websites, email accounts, mobile applications, social media, and other technology and communications channels. Unless we designate a different period, the technology fees will be paid on the schedule shown in the Brand Appendix. We can revise technology fees at any time on reasonable notice, which need not be more than thirty (30) days.

7.5. Service Deficiency Reimbursements. If a customer of the Franchised Business complains to us that your services were deficient and we determine, after discussion with you, that there is merit to the customer's complaint, we reserve the right to perform or cause to be performed services to the customer's satisfaction or to reimburse the customer for any money the customer may have paid for the deficient services. You are required to promptly reimburse us for any costs we incur to perform the services or to reimburse the customer, upon receipt of an invoice from us.

7.6. Non-Compliance Royalty Rate. If we determine that Franchisee is not in compliance with this Agreement, we are entitled to give notice declaring Franchisee non-compliant. Such notice shall be delivered with sufficient detail to provide Franchisee the opportunity to cure its non-compliance. As of the first Royalty Fee payment due date to occur more than ten (10) days after delivery of the notice of non-compliance by Franchisor, and continuing until the non-compliant condition has been removed, Franchisor shall have the right to assess Royalty Fees at the rate one percent (1%) higher than the rate payable under Section 7.2, in Franchisor's sole and absolute discretion. This right is cumulative of all other rights of Franchisor arising from Franchisee's non-compliance.

7.7. Payment Method. For all amounts payable to us, you are required to use the payment method(s) that we designate from time to time. If we require payment by Automated Clearing House (ACH) or electronic funds transfer, you are required to designate an account at a commercial bank of your choice (the **"Account"**) from which we are able to make withdrawals. You agree to complete and submit to us an authorization for Automated Clearing House or other electronic funds transfer in the form attached to this Agreement as Appendix E or such other form as we or your financial institution may require. You agree to maintain sufficient funds in the Account to cover the amounts payable to us. If funds in the Account are insufficient to cover the amounts payable at the time we make our periodic electronic funds transfer, the amount of the shortfall will be deemed overdue. Additionally, if the electronic funds transfer payment request is returned due to insufficient funds, you are required to pay us a fee equal to the greater of: (a) $50 or (b) the amount the bank charges us due to the insufficient funds. If we permit you to pay with a credit card, you agree to reimburse us for the resulting charges we incur, subject to applicable law.

7.8. Late Reports and Estimated Payments. If Franchisee's Gross Revenue report required by Section 8 is not received when due, (i) all payments owed by Franchisee for such time period shall be deemed overdue until the reports are received by Franchisor, regardless of whether payment was actually made; (ii) Franchisee shall be responsible for applicable late fees and interest under Section 7.9; and (iii) Franchisor will have the right to estimate Gross Revenue (and Franchisee agrees that 15% greater than previously reported Gross Revenue is a reasonable estimate, among other methods to estimate) and to draft from Franchisee's bank account the estimated amount due for royalties, Brand Fund contributions, and any other charges that are calculated based on Gross Revenue. When you provide the delinquent report(s), we will reconcile any difference between the estimated amount and the actual charges due for the period, and, if an overpayment, we will credit you on your next payment obligation to us.

7.9. Interest and Late Fees. If any payment to us is overdue, you are required to pay us, in addition to the overdue amount, interest on the overdue amount from the date it was due until paid, at the rate of 12% per annum or the maximum rate permitted by law, whichever is less. In addition, we will have the right to charge a late fee of $100 for the second occurrence of a payment or report that is more than thirty (30) days past due, $200 for the third such occurrence, and $300 for the fourth and each subsequent occurrence. The late fee is to compensate us for our administrative costs incurred in enforcing your obligation to pay us or submit reports to us.

7.10. Security Interest. To secure payment of: (a) the amounts you owe to us and our affiliates from time to time under this Agreement and under any other agreement between you and us or our affiliates; and (b) the costs and expenses that we and our affiliates incur to collect or attempt to collect amounts due from you and to enforce this Section (together, the **"Obligations"**), you hereby grant us a security interest in all of the assets of the Franchised Business, including but not limited to: (i) all equipment, furnishings, fixtures, motor vehicles, merchandise, inventory, goods and other tangible personal property; (ii) all accounts, accounts receivable, other receivables, contract rights, leases, software, chattel paper and general intangibles; (iii) all instruments, documents of title, policies and certificates of insurance, securities, bank deposits, bank accounts and cash; (iv) all books, records and documents; (v) all permits and licenses for the operation of the Franchised Business; and (vi) all accessions, additions and improvements to, and all replacements, substitutions and parts for, and all proceeds and products of, the foregoing, including proceeds of insurance (collectively, the **"Collateral"**). Franchisee agrees to execute and deliver to Franchisor any other documents reasonably requested by Franchisor to create, maintain, perfect, or assure the priority of the security interest granted above. Franchisee hereby appoints Franchisor as its agent and attorney-in-fact to execute and deliver documents and to take all other actions (to the extent permitted by law) in Franchisee's name and on Franchisee's behalf that Franchisor may deem necessary or advisable to create, maintain, perfect, assure the priority of, or foreclose its security interest in and lien on the Collateral. This appointment is coupled with an interest and is irrevocable as long as any of the Obligations remain outstanding.

7.11. No Set-off; Application of Payments. Your obligation for timely payment of the fees in this Agreement is absolute and unconditional. You may not set off, deduct, delay, escrow, or withhold any payment based on our alleged non-performance of obligations, including any money you allege that we or our affiliates owe you or any other claims that you believe you have against us or our affiliates. We can apply payments received from you to royalty fees, Brand Fund contributions, technology fees, purchases from us or our affiliates, interest, late charges, or any other obligation in the order we choose, regardless of any designation you make.

7.12. Taxes. The payments that you are required to make to us must be the gross amount determined according to the applicable section of this Agreement without deduction for any taxes. You will pay all state and local taxes, including, without limitation, taxes denominated as franchise, business, gross receipts, commercial activity, property, ad valorem, sales, use, or excise taxes, that may be imposed on us or you arising out of or related to our receipt or accrual of fees referenced under this Agreement or related agreements, or ownership or use of any property or materials in your Territory in the course of providing services to you under this Agreement. In any case, you will pay to us (and to the appropriate governmental authority) such additional amounts as are necessary to provide us, after taking such taxes into account (including any additional taxes, penalties, interests or expenses), with the same amounts that we would have received or accrued had such withholding or other payment, whether by you or by us, not been required. If you fail to withhold or pay any such obligations to the appropriate government authority, you must indemnify us for any obligations including penalties, interest, and expenses (including legal and accounting fees) resulting from your failure to timely withhold or to pay the taxes.

8. REPORTS, FINANCIAL STATEMENTS, CUSTOMER DATA, AND DATA SECURITY

8.1. Business Records and Reports. You are required to prepare, and to preserve for at least five (5) years from the dates of their preparation, complete and accurate books, records, and accounts, in accordance with generally accepted accounting principles and in the form and manner we prescribe. We may designate the chart of accounts and/or the accounting program or platform that you are required to use. You are required to provide to us upon request all books, records, tax returns, accounting records, and supporting documents relating to the Franchised Business, including but not limited to daily cash reports, cash receipts journals, general ledgers, cash disbursement journals, weekly payroll registers, monthly bank statements, daily deposit slips, canceled checks, credit card statements, business tax returns, personal tax returns for all Owners and guarantors, supplier invoices, balance sheets, income statements, records of promotions and coupon redemptions, and lists of customers (both current and past) serviced by the Franchised Business. Concurrently with each payment of the Royalty Fee, you are required to send us a report of Gross Revenue for the preceding period, and at our request, you are required to send us accounting records, inventory reports, and such other information and supporting records as we may specify. These records are required to be maintained at the Approved Location except as otherwise permitted by Franchisor.

8.2. Financial Statements and Tax Returns. Within fifteen (15) days after the end of each calendar month, you are required to submit a statement of financial condition (a balance sheet) as of the end of the calendar month and a Profit and Loss financial statement for the month and for the fiscal year-to-date. The financial statements are required to be certified as correct and complete by the Key Person. We have the right to require financial statements on a more frequent periodic basis. By May 1st of each year, you are required to submit to us a copy of the federal and state tax returns for the Franchised Business for the prior year.

8.3. Parent and Guarantor Financial Statements. At our request, you agree to furnish an annual statement of financial condition for each individual or corporate guarantor of your obligations to us and, if applicable, for each of Franchisee's direct and indirect corporate parents.

8.4. Access to Your Systems. You are required to give us independent access to your systems and provide us with login credentials if necessary for that purpose. You are required to maintain an electronic connection with us at all times.

8.5. Right to Examine or Audit. We have the right, at any time, to examine and copy, at our expense, the books, records, accounts, and tax returns of the Franchised Business and the personal tax returns of the Owners. We also have the right, at any time, to have an independent audit made of the books and records of the Franchised Business. You are required to cooperate with the persons making the examination or audit on our behalf. If you or we discover at any time, by means of an audit or otherwise, that there has been an underpayment of royalty fees or other amounts due, you are required to promptly pay the amount due, together with applicable late fees and interest. Your payment and our acceptance of the overdue amounts will not constitute a waiver of or prejudice our right to exercise any other remedy in this Agreement, including termination.

8.6. Cost of Examination or Audit. If we perform an examination or audit due to: (i) your failure to submit reports of Gross Revenue or required financial statements, or (ii) your failure to maintain books and records as required, or if (iii) the cumulative Gross Revenue you report for any period of three consecutive months is more than 2% below the actual Gross Revenue for the period as determined by the examination or audit, then you are required to pay us the cost of the examination or audit, including travel and lodging expenses for the examiners or auditors. For purposes of calculating the cost, we will use hourly rates for our own personnel that are consistent with the rates of mid-level professionals of independent accounting firms.

8.7. Business and Customer Data. In this Section: **"Customer Data"** means Personal Information (as defined below), sales and payment history, and all other information about any person or entity the Franchised Businesses have serviced, wherever stored, including data regarding customers of businesses converted to a Franchised Business, and any other information we may identify in the Brand Standards Manuals; **"Personal Information"** includes any 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 accounts, 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 Businesses other than Customer Data. Franchisee agrees that:

8.7.1 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 franchisees, 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.

8.7.2 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 for 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 in Section 8.8.

8.8. Privacy and Security.

8.8.1 You are required to comply with applicable laws and our requirements pertaining to the collection, use, processing, protection, integrity, transfer of, consumer access to, correction of, and deletion of Personal Information. You are required to ensure that you collect Personal Information with express or implied consent of the consumer. Where required by applicable law, you are required to provide a written privacy notice to consumers regarding your collection, use, and disclosure of Personal Information, and are required to comply in all respects with any such written privacy policy. In addition to any restrictions set forth in Section 8.7.2 above, if Franchisor provides Franchisee with Personal

Information (i) for the purpose of performing a service on behalf of Franchisor, or (ii) at the direction of the consumer, then the following restrictions shall apply to Franchisee's use of such Personal Information: Franchisee shall not (i) sell, rent, release, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, Personal Information; (ii) retain, use, or disclose Personal Information for any purpose other than fulfilling the purpose for which it was provided and as permitted in this Agreement, including any restrictions set forth in Section 10; or (iii) retain, use, or disclose Personal Information outside of the direct business relationship between Franchisor and Franchisee. If Franchisor provides Personal Information to Franchisee, Franchisee certifies that it understands and will comply with the restrictions and obligations under any applicable laws on such Personal Information. Upon Franchisor's request, Franchisee shall provide reasonable assistance to Franchisor in complying with any request from a consumer to exercise rights under any applicable law. Without limiting the foregoing, upon Franchisor's request, Franchisee shall delete some or all Personal Information that Franchisee maintains.

8.8.2 You are required to implement industry-standard administrative, physical, and technical security measures and devices to protect data from unauthorized access, acquisition, loss, destruction, disclosure or transfer. Without limiting the foregoing, you agree to comply with the then-current Payment Card Industry Data Security Standards (PCI/DSS), as those standards may be revised by the PCI Security Standards Council, LLC (see *www.pcisecuritystandards.org*) or successor organization; to implement the security requirements that the Council (or its successor) requires of a merchant that accepts payment by credit and/or debit cards; and to complete PCI/DSS audits as and when required by the standards. Compliance with PCI/DSS is not a guarantee that a security breach will not occur. Any losses or expenses we incur as a result of an actual or suspected security breach will be subject to indemnification under Section 20.

8.9. Data and Network Security. You are required to implement industry-standard administrative, physical, and technical security measures and devices to protect data (whether Personal Information, Customer Data, Confidential Information, intellectual property, or other data) and any portion of the Franchised Business from unauthorized access, acquisition, loss, destruction, disclosure or transfer. Franchisee is solely responsible for protecting the Franchised Business from computer viruses, bugs, power disruptions, communication line disruptions, Internet access failures, Internet content failures, and attacks by hackers and other unauthorized intruders. Franchisee waives any and all claims Franchisee may have against Franchisor as the direct or indirect result of such disruptions, failures or attacks. Franchisee is also required to use best efforts to verify that Franchisee's suppliers, lenders, landlords, customers, and governmental agencies on which Franchisee relies, are reasonably protected. This includes best efforts to secure Franchisee's systems, including, but not limited to, use of firewalls, access code protection, anti-virus systems, and backup systems. In the event of a known or suspected security breach, you agree to notify us promptly and comply with applicable laws and any instructions from us regarding response to the breach.

8.10. Late Report Fee. To encourage prompt delivery of all Gross Revenue reports, Customer Data, Certificates of Insurance, and any other reports or records required or that may be requested by Franchisor under this Agreement, Franchisee shall pay, upon demand, for each report or record that Franchisee fails to deliver when due, a late report fee under Section 7.8.

8.11. Third Party Information. Franchisee hereby authorizes Franchisor and its agents and representatives to make credit and background checks of Franchisee and Owners, and to make inquiries of Franchisee's bank, suppliers, and trade creditors concerning the Franchised Business and hereby directs such persons and companies to provide to Franchisor such information and copies of documents pertaining to the Franchised Business as Franchisor may request.

8.12. Licenses. Franchisee is required to provide to us, within 10 days after you receive them and upon our request, true and correct copies of all state and other licenses related to the Franchised Business and correspondence related to renewals, expirations or denials thereof.

9. INSURANCE

9.1. Basic Requirements. You must maintain the types and minimum amounts of insurance coverage and bonds we specify for Franchised Businesses, at your own expense. The policies must be written by carriers with an industry rating acceptable to us; must name Franchisor, our affiliates, and their respective officers, directors, shareholders, and employees as additional insureds as we direct; and must not have deductibles, exclusions or co-insurance that are unacceptable to us. Each insurance policy must contain a waiver by the insurance company of subrogation rights against Franchisor, its affiliates, and their successors and assigns. You are required to provide us with evidence of all required insurance coverage and payment of premiums at the times we require. At least thirty (30) days before each insurance policy expires, you are required to furnish a copy of renewal or replacement insurance and evidence of payment of the premium. Your obligation to obtain coverage is not limited by insurance that we maintain.

9.2. Changes. We have the right to increase the amounts of insurance coverage required and to require different or additional kinds of insurance. If you do not have the insurance required by this Agreement, we have the right (but no obligation) to obtain insurance on your behalf. If we do so, you agree to reimburse us for the cost of insurance, plus a reasonable fee for our services.

10. MARKETING AND ADVERTISING

10.1. Acknowledgments. You acknowledge the importance of standardization of marketing and advertising programs to the goodwill and public image of the System, the Marks, and Franchised Businesses generally. You further acknowledge our rights in this Section to modify advertising, marketing and public relations programs and the manner in which marketing and advertising funds are used from time to time.

10.2. Brand Fund. You are required to contribute to the Brand Fund as provided in Section 7.3. The purpose of the Brand Fund is to support general recognition of the Franchised Businesses and the Brand. The Brand Fund will operate as follows:

10.2.1 We will have the right to direct all advertising, marketing, public relations, and other activities to promote, develop and enhance the Brand, with final discretion over strategic direction, creative concepts, the materials and endorsements to be used, and the geographic market and media placement. We may use the Brand Fund to pay costs and expenses as we determine in our sole discretion, including but not limited to: production of video, audio, written, online and mobile marketing materials; purchasing promotional items; sponsorship of sporting, charitable, or similar events; design, establishment, and maintenance of websites, social media, mobile applications and other electronic marketing; implementation of advertising programs, in-store promotions, direct mail, and media advertising; marketing and sales training; employing advertising agencies; conducting public relations, consumer research, product development, product testing, and test marketing programs; developing and implementing trade dress and design prototypes; fulfillment charges; salaries and expenses of employees of Franchisor and affiliates working for or on behalf of the Brand Fund; fees of accounting firms, design firms, public relations firms, consultants and ad agencies; legal fees for advertising pre-clearance, defense of false advertising claims, and defense of any claims made regarding our administration of the Brand Fund; other administrative costs and overhead incurred in activities related to the administration and activities of the Brand Fund; and interest on any monies borrowed by the Brand Fund.

10.2.2 We will make available to you any creative materials financed by the Brand Fund. You agree to pay or to reimburse us for any costs to reproduce the materials and/or to customize the materials for your use.

10.2.3 We may seek the advice of franchisees by formal or informal means with respect to the creative concepts and media used for programs financed by the Brand Fund. We retain final authority on all programs financed by the Brand Fund. We have the right to incorporate, replace, change or dissolve the Brand Fund.

10.2.4 We will not be obligated, in administering the Brand Fund, to make expenditures for you that are equivalent or proportional to your contributions, or to ensure that any particular franchisee or Franchised Business benefits directly or pro rata from expenditures by the Brand Fund. You have no right to reduce or withhold contributions based on any alleged lack of benefits to the Franchised Business or based on failure by any other franchisee (with or without our permission) to make its contributions to the Brand Fund.

10.2.5 Nothing in this Agreement is intended or will be construed to impose a trust or fiduciary duty on Franchisor in connection with the Brand Fund, including, but not limited to, with respect to the collection of contributions, maintenance of the bank account, bookkeeping, and disbursement of monies from the Brand Fund. Except as expressly provided in this Section 10.2, we assume no direct or indirect liability or obligation to you with respect to maintenance, direction, or administration of the Brand Fund.

10.3. Pre-Opening and Grand Opening Marketing. You are required to conduct pre-opening and grand opening marketing for the Franchised Business in accordance with a plan that you will create, subject to our approval. You are required to spend at least the amount specified in the Brand Appendix to implement the pre-opening/grand opening marketing plan. We reserve the right to require you to deposit with us the funds required under this Section, which we will distribute as necessary to carry out the approved plan.

10.4. Local Marketing. You are required to spend at least the amount specified in the Brand Appendix for local advertising and promotion of the Franchised Business (**"Local Marketing"**). This is in addition to your obligations under Sections 10.2 and 10.3. We have the right to specify that you pay Local Marketing funds to us, our affiliate, or a third party vendor. We and our affiliates may earn revenue and profits on products or services we provide and may receive rebates, licensing fees, administrative fees, commissions, or other payments on products and services that third party vendors provide. With respect to all Local Marketing funds you pay to a third party, you are required to provide us with monthly Local Marketing expense statements (including receipts supporting the reported expenditures) evidencing compliance with the Local Marketing spend requirements. All Local Marketing is required to be approved by us pursuant to Section 10.6 below. You must be listed in the local Internet based directories and in the Yellow Pages or comparable telephone directory if available, as we designate.

10.5. Joint Marketing Programs and Cooperatives. We have the right to organize: (1) co-marketing programs in which Franchised Businesses and vendors (or other third parties) cross-promote each other's goods and services; (2) joint marketing efforts in which multiple Franchised Businesses contribute to a specific ad or event; and/or (3) local or regional marketing co-operatives (**"Cooperatives"**) that pool funds of Franchised Businesses in a geographic area or with common characteristics on an ongoing basis to jointly promote the Marks and the Franchised Businesses. The amount we require you to spend or contribute to joint marketing programs and/or a Cooperative will be credited to your obligation for Local Marketing under Section 10.4 or, at our option, to your Brand Fund obligation under Section 7.3, or any combination of the two. You are required to participate in each applicable joint marketing program and comply with the rules of the program. If an existing Cooperative is applicable to your Franchised Business at the time it opens, you are required to immediately become a member of the Cooperative. If a Cooperative applicable to the Franchised Business is established during the term of this Agreement, you are required to become a member no later than thirty (30) days after the date we approve for the Cooperative to begin operation. We have the right to designate any geographic area or set of common characteristics for purposes of establishing a Cooperative.

10.6. Approval Requirement. All proposed advertising and promotional plans and materials that you intend to use are required to meet our standards and specifications and be submitted to us for approval at least thirty (30) days before their intended use. You are required to use the method(s) we specify to submit materials for approval. You do not have to submit samples of plans or materials that were prepared by us or that we have approved within the last twelve (12) months. Proposed advertising plans or materials are deemed to be disapproved unless we have approved them in writing within fifteen (15) days after your submission of the samples. All advertising and promotion is required to be in the media and of the type and format that we approve, conducted in a dignified manner, and conform to our standards.

10.7. Ownership of Advertising and Promotional Materials. You agree that Franchisor owns all copyrights and other rights to all existing and future advertising and promotional materials that contain any of the Marks or that otherwise relate to the Franchised Business, as well as any products, materials, and rights that result from any advertising, marketing, and promotional programs created, purchased, produced or conducted by or on behalf of Franchisee, Franchisor, the Brand Fund, or any Cooperative, regardless of the party that created such materials. No copyrights or other rights or interest in any tangible or intangible materials or in the Marks will vest in Franchisee as a result of any contribution to, or participation in, any advertising, marketing, or promotional program. If, notwithstanding this provision, Franchisee is deemed to have acquired any copyrights, contractual rights or common law rights in any advertising programs or materials, Franchisee shall execute (and shall cause its employees and agents to execute) such documents or instruments as Franchisor requests to effect assignment of such rights to Franchisor or its affiliate.

10.8. Solicitation of New Franchisees. We may from time to time develop advertising and promotional materials and displays for the solicitation of franchisees for the Brand. You agree to display all such materials and displays as required by us from time to time.

10.9. Media Appearances. You shall not make any television or radio appearance, or make any statement to any public media, in connection with any Franchised Business or the Brand unless you obtain our prior written approval.

10.10. Electronic Marketing and Electronic Communications. Unless we have agreed to it in writing, you may not use, register, maintain, or sponsor any website, URL, social media, blog, messaging system, email account, user name, text address, mobile application, or other digital, electronic, mobile or Internet presence that uses or displays any of the Marks (or any derivative thereof) or that promotes any products or services of the Franchised Business. The use of any digital or electronic medium constitutes advertising and promotion subject to our approval under Section 10.6. You agree not to post or transmit, or cause any other party to post or transmit, advertisements or solicitations by telephone, e-mail, text message, instant message, website, social media, mobile apps, VoIP, streaming media, or other electronic media that are inconsistent with our brand advertising guidelines and standards. The brand advertising standards may include the use of disclaimers, warnings, and other statements that Franchisor may prescribe. You are responsible for ensuring that your employees do not violate the policies relating to the use of social media. We have the right to require that social media accounts, profiles, pages, and registrations that primarily promote the Marks or the Franchised Business be registered in Franchisor’s name. For any such accounts that we permit to be registered in Franchisee’s name, you agree to provide us with the current login credentials within five (5) days after opening the account or changing the credentials. You agree that we have the rights to: (i) access any social media accounts to take corrective action if the account or any postings are in violation of our policies; and (ii) take ownership of the accounts on expiration or termination of this Agreement and operate them thereafter as we see fit. We may offer to provide, or may require that you have, a website for your Franchised Business (which may be structured as a separate page of a consumer website(s) supported by the Brand Fund).

11. LICENSED MARKS AND COPYRIGHTS

11.1. Identification of the Franchised Business; Public Notice of Independent Status. You are required to operate, advertise, and promote the Franchised Business only under the Marks. In conjunction with any use of the Marks, you are required to conspicuously identify yourself in all dealings with customers, employees, contractors, suppliers, public officials, and others as an independent franchisee operating under authority of this Agreement. You are required to display a prominent notice, in the form that we prescribe, in the Franchised Business and on all business cards, stationery, advertising, signs, invoices, and other materials, identifying us as the owner of the Marks and stating that you are a licensed user of the Marks.

11.2. Your Acknowledgments. You acknowledge that: (a) the Marks are valid and serve to identify the Brand and the Franchised Businesses operating under the System; (b) your use of the Marks under this Agreement does not give you any ownership interest in the Marks; and (c) all goodwill associated with and identified by the Marks belongs exclusively to Franchisor. Upon expiration or termination of this Agreement, no monetary amount will be attributable to goodwill associated with your activities as a franchisee under the Marks. Both during and after this Agreement, you agree not to contest or aid in contesting the validity or ownership of the Marks or take any action harmful to our rights in the Marks.

11.3. Limitations on Use of the Marks. You agree to:

11.3.1 Use the Marks only for the operation of the Franchised Business within the Territory, for approved activities outside of the Territory, and for approved marketing and advertising for the Franchised Business;

11.3.2 Use the Marks to promote and to offer for sale only the products and services that we have approved, and not use any Marks in association with the products, materials or services of others;

11.3.3 Use only the Marks designated by us and use them only in the manner we authorize;

11.3.4 Comply with our instructions in filing and maintaining any requisite trade name or fictitious name registrations, and sign any documents we deem necessary to obtain protection for the Marks or to maintain their continued validity and enforceability;

11.3.5 Not independently register or apply for registration of any trademark, service mark, trade name, domain name or electronic identifier relating directly or indirectly to the Marks, anywhere in the world, without our prior written consent. Any such registration or application by you, whether or not authorized by us, will be deemed to be owned by Franchisor and you agree to take such steps, including signing an assignment document, as we may request to confirm our ownership;

11.3.6 Permit us or our representatives to inspect your operations to assure that you are properly using the Marks;

11.3.7 Not use the Marks to incur any obligation or indebtedness on our behalf;

11.3.8 Not use any of the Marks as part of your corporate or legal name;

11.3.9 Not use any of the Marks on any employee forms, employee manuals, employee policies, pay stubs, benefits forms, payroll records, or other employee materials; and

11.3.10 Ensure that the Marks bear the "®", "™", or "SM" symbol, as we prescribe.

11.4. Changes to the Marks. We have the right to change, discontinue, or substitute for any of the Marks and to adopt new Marks that you are required to or may use. You agree to implement any such change at your own expense.

11.5. Copyrighted Materials. You acknowledge that Franchisor is the owner of certain copyrighted or copyrightable works (the **"Works"**) and that the copyrights in the Works are valuable property. The Works include, but are not limited to, the Brand Standards Manuals, advertisements, promotional materials, signs, Internet sites, mobile applications, vehicle graphics, and facility designs. We authorize you to use the Works on the condition that you comply with all of the terms and conditions of this Section 11. This Agreement does not confer any interest in the Works on you, other than the right to use them in the operation of the Franchised Business in compliance with the terms of this Agreement. If you prepare any adaptation, translation or other work derived from the Works, whether or not authorized by us, you agree that the material will be our property and you hereby assign all your right, title and interest therein to us. You agree to sign any documents we deem necessary to confirm our ownership.

11.6. Third-Party Challenges. You agree to notify us promptly of any unauthorized use of the Marks or Works that you suspect or of which you have knowledge. You also agree to inform us promptly of any challenge to the validity of, our ownership of, or our right to license others to use any of the Marks or Works. We have the exclusive right (but no obligation) to initiate, direct and control any litigation or administrative proceeding relating to the Marks and Works, including any settlement. You agree to sign documents and render any other assistance our counsel may deem necessary to protect our interests in the Marks and the Works.

11.7. No Representation. Franchisor makes no representation or warranty, express or implied, as to the use, exclusive ownership, validity or enforceability of the Marks or Works.

12. BRAND STANDARDS MANUALS

We will furnish you with one copy of, or electronic access to, the Brand Standards Manuals. We own the copyright in the Brand Standards Manuals and any portions in your possession or control are on loan from us and remain our property. We have the right to modify the Brand Standards Manuals at any time to reflect changes in the Brand Standards. In the event of a dispute about the contents of the Brand Standards Manuals, the master copy at our principal office takes precedence. The Brand Standards Manuals and any credentials necessary to access digital versions of the Brand Standards Manuals are part of the Confidential Information.

13. CONFIDENTIAL INFORMATION

13.1. Nondisclosure. You are prohibited, both during and after the term of this Agreement, from communicating or divulging Confidential Information to any unauthorized person and from using Confidential Information for your benefit or for the benefit of any other person, other than for operation of the Franchised Business. You may divulge Confidential Information only: (i) to your employees and agents who must have access in order to carry out their duties relating to the Franchised Business; and (ii) to your contractors and landlord with our prior written approval. All information that we designate as confidential will be deemed to be Confidential Information for purposes of this Agreement.

13.2. Individuals Affiliated with the Franchised Business. At our request, the Owners, Key Person, and any employees we designate are required to sign a separate Confidentiality and Non-Compete Agreement in the form of Appendix C to this Agreement. At our request, you are required to use best efforts to obtain signed confidentiality agreements from your landlord, contractors, and any other person outside of your organization to whom you wish to disclose any of our Confidential Information. The confidentiality agreements are required to be in a form satisfactory to us and identify us as a third party beneficiary with the independent right to enforce the agreement.

13.3. Improvements. You may not introduce any Improvement into the Franchised Business without our prior written consent. Any Improvement developed by you or any Owner, employee or agent of Franchisee is the property of Franchisor. At our request, you are required to provide us with information about the Improvement and sign any documents necessary to verify assignment of the Improvement to us, without compensation. We will have the right to use, disclose, and/or license the Improvement for use by others.

14. RESTRICTIONS ON COMPETITION

14.1. During the Term. The relationship established by this Agreement will provide access to valuable Confidential Information, training, and business opportunities that you and the Owners did not possess before entering into this Agreement. Accordingly, while this Agreement is in effect, except as we otherwise approve in writing, you may not, either directly or indirectly:

14.1.1 Own, maintain, operate, engage in, invest in, be employed by, provide any assistance to, or have any interest in any "**Competing Business**," as defined in the Brand Appendix; or

14.1.2 Appropriate or duplicate any part of the System for a purpose other than to operate the Franchised Business, or divert or attempt to divert any present or prospective business or customer to any Competing Business, or do anything else harmful to the goodwill associated with the Marks and the System.

14.2. After Expiration, Termination or Transfer. You agree that you will not, for a period of two (2) years commencing on the date of: (a) a transfer permitted under Section 15 of this Agreement; (b) expiration of this Agreement; (c) termination of this Agreement (regardless of the cause for termination); or (d) a final arbitration or court order (after all appeals have been taken) with respect to enforcement of this Section 14.2 to the extent such order is later than the respective foregoing event:

14.2.1 Own, maintain, operate, engage in, invest in, be employed by, provide assistance to, or have any interest in any Competing Business that is located in or serves customers within (i) the Territory, (ii) forty (40) miles of the Territory, (iii) any zip code where Franchisee's Franchised Business served customers during the term, (iv) the territory of any other then-existing Franchised Businesses plus the area formed by extending the boundaries of that territory ten (10) miles in all directions, or (v) the territory serviced by any business operated by Franchisor, its affiliates or their licensees under the Marks at such time plus the area formed by extending the boundaries of that territory ten (10) miles in all directions; or

14.2.2 Appropriate or duplicate any part of the System for a purpose other than to operate a Franchised Business under a valid agreement with us, or divert or attempt to divert any present or prospective business or customer to any Competing Business, or do anything else harmful to the goodwill associated with the Marks and the System.

14.3. Enforcement.

14.3.1 You acknowledge that a violation of this Section 14 would result in irreparable injury for which no adequate remedy at law may be available. You consent to the issuance of an injunction, without the need to post bond, prohibiting any violation of this Section 14. Injunctive relief is in addition to any other remedies we may have.

14.3.2 Neither you nor any person bound by the restrictions of this Section 14 may circumvent the restrictions by engaging in prohibited activity indirectly through any other person or entity.

14.3.3 For the individuals who are bound personally by the restrictions in this Section 14 or by a separate non-competition agreement with you or us, the time period in Section 14.2 will run from the expiration, termination, or transfer of the Franchised Business or from the end of the individual's relationship with Franchisee, whichever occurs sooner.

14.3.4 The time periods in Section 14.2 and Section 14.3.3 will be tolled for any period of time during which Franchisee or the restricted individual is in breach of the section and will resume only when Franchisee or such person begins or resumes compliance.

14.3.5 The existence of any claim Franchisee or any Owner may have against Franchisor or its affiliates, whether or not arising under this Agreement, shall not constitute a defense to Franchisor's enforcement of the restrictions in this Section 14 or any separate confidentiality or non-competition agreement.

14.3.6 You represent that Franchisee and each of its Owners possess skills and abilities of a general nature that provide them with other opportunities for employment and, therefore, our enforcement of the restrictions in Sections 14.2 and 14.3.3 will not deprive Franchisee or any of its Owners of their personal goodwill or ability to earn a living through alternative means.

14.3.7 We have the right to reduce the scope of any restriction in this Section 14, effective immediately upon written notice to Franchisee.

15. SALE OR ASSIGNMENT

15.1. No Transfer of Interest without Our Consent. We have entered into this Agreement in reliance on the business skill, financial capacity, and personal character of Franchisee and its Owners. Accordingly, neither Franchisee nor the Owners may sell, assign, give away, pledge, or encumber, either voluntarily or by operation of law (such as through divorce or bankruptcy proceedings) any direct or indirect interest in this Agreement, in the assets of the Franchised Business, or in the equity ownership of Franchisee without obtaining our prior written consent. This section applies to any transfer that would occur by any mechanism, including but not limited to family financial planning, estate planning, corporate reorganization, issuance or offering of securities, employee ownership plans, divorce, new marriage, bankruptcy, or receivership. If Franchisee is a corporation, limited liability company, or other business entity, this Section also applies to the transfer of a direct or indirect ownership interest in Franchisee. We can approve or disapprove the proposed transferee in our sole discretion. If we approve the proposed transferee, we can still impose conditions on the transfer. Franchisee and the Owners agree that the conditions in Sections 15.2 through 15.7 below are reasonable and that they do not preclude other conditions that we may impose. Franchisee and the Owners agree to notify us in writing of each proposed transfer, to provide all information and documentation relating to the proposed transfer that we request, and to refrain from completing the transfer until we advise you that all requirements of this Section 15 have been satisfied. If we have not responded within sixty (60) days after receiving all requested information, we will be deemed to have refused consent. We have the right to communicate with and counsel Franchisee, the Owners, and the proposed transferee on any aspect of a proposed transfer. Unless otherwise agreed, we do not waive any claims against the transferring party if we approve the transfer. If we do not approve the transfer, you are required to continue to operate the Franchised Business in accordance with this Agreement.

15.2. Transfer of Business. The conditions set forth in this Section apply to a proposed transfer of this Agreement and/or substantially all of the assets of the Franchised Business, as well as to a proposed transfer, alone or together with other previous, simultaneous or proposed transfers, of any direct or indirect equity ownership interest in Franchisee that would result in a change of control of Franchisee or the Franchised Business (**"Change of Control"**). Unless waived by Franchisor, the conditions are:

15.2.1 Franchisee and the Owners are required to be in compliance with all obligations to us under this Agreement and any other agreement with us and our affiliates as of the date of the request for our approval of the transfer, or make arrangements satisfactory to us to come into compliance by the date of the transfer.

15.2.2 The proposed transferee is required to:

(a) Demonstrate to our satisfaction that the proposed transferee and its owners and managers meet all of our then-current qualifications to become a franchisee of the Brand, which may include educational, managerial, and business standards; absence of involvement with Competing Businesses; good moral character, business reputation, and credit rating; and aptitude and ability to operate the Franchised Business. If the proposed transferee is already a franchisee of the Brand, that fact does not guarantee approval to become the operator of the Franchised Business. We have no less discretion with respect to a proposed transferee than we have with granting a new franchise.

(b) At our option, sign our then-current standard form of Franchise Agreement (or the standard form most recently offered to new franchisees) and related documents. The new Franchise Agreement may include new or increased fees and may otherwise differ, without limitation, from the terms of this Agreement.

(c) Require all owners of a beneficial interest in the transferee to sign our then-current form of Personal Guarantee and our other then-current standard documents.

(d) Successfully complete our then-current training requirements.

(e) Make arrangements to modernize and upgrade the Franchised Business, at the transferee's expense, to comply with our then-current Brand Standards.

(f) If the proposed transferee is another franchisee of the Brand, the proposed transferee is required to not have any outstanding notice of default under any agreements with us, have a good record of customer service and compliance with Brand Standards, and sign a general release in a form acceptable to us.

15.2.3 Franchisee is required to pay us a transfer fee of $10,000 ("**Transfer Fee**"). If the proposed transferee had been referred to you or us by a third-party (e.g., a broker) with whom we have a referral arrangement, then we must receive as a condition of approval, an additional fee equal to the amount owed under that referral arrangement. If we identify the prospective purchaser, then in addition to the

Transfer Fee, we must receive the greater of: (a) $15,000; (b) three percent (3%) of the total purchase price; or (c) our actual costs to identify the prospective purchaser. Any amounts paid pursuant to this Section are non-refundable.

15.2.4 Franchisee and all Owners are required to sign a general release, in a form satisfactory to us, of all claims against us and our past, present and future affiliates, officers, directors, shareholders, agents and employees. Franchisee and the Owners will remain liable to us for all obligations arising before the effective date of the transfer.

15.2.5 The price and other proposed terms of the transfer must not, in our judgment, have the effect of negatively impacting the future viability of the Franchised Business.

15.2.6 Any financing incurred in connection with the transfer is required to be expressly subordinated to the transferee's obligations to us.

15.3. Transfer of Minority Ownership Interest. For any proposal to admit a new Owner, to remove an existing Owner, to change the distribution of ownership shown on the Data Sheet, or otherwise modify the ownership in a way that would not result in a Change of Control of Franchisee or the Franchised Business, Franchisee is required to give us advance notice and submit a copy of all documents and other information concerning the transfer that we may request. We will have a reasonable time (not less than forty-five (45) days) after we have received all requested information to evaluate the proposed transfer. We may withhold our consent or give our consent subject to the conditions in Section 15.2 that we deem to be applicable, except that, instead of a transfer fee, we will only charge (i) the applicable, then-current change of ownership fee set by Franchisor from time to time (as of the Agreement Date, it is the greater of $500 or Franchisor's external (i.e., not in-house) legal and administrative costs); plus (ii) applicable training fees for each new person that we determine needs training. Each proposed new owner is required to submit a personal application and sign a Personal Guarantee and our other then-current standard documents.

15.4. Transfer on Death, Incapacity or Bankruptcy. If Franchisee or any Owner dies, becomes incapacitated, or enters bankruptcy proceedings, that person's executor, administrator, personal representative, or trustee is required to apply to us in writing within 3 months after the event for consent to transfer the person's interest. The transfer will be subject to Sections 15.2 through 15.6, as applicable. In addition, if the deceased or incapacitated Owner is the Key Person, we will have the right (but no obligation) to take over operation of the Franchised Business upon giving notice to the executor, administrator, personal representative, or trustee and to manage the Franchised Business until the transfer is completed. If we exercise this right, we can charge a reasonable management fee for our services. For purposes of this Section, "incapacity" means any physical or mental infirmity that will prevent the person from performing his or her obligations under this Agreement (i) for a period of thirty (30) or more consecutive days or (ii) for sixty (60) or more total days during a calendar year. In the case of transfer by bequest or by intestate succession, if the heirs or beneficiaries are unable to meet the conditions of Section 15.2, the executor may transfer the decedent's interest to another successor that we have approved, subject to all of the terms and conditions for transfers contained in this Agreement. If an interest is not disposed of under this Section 15.4 within one year after the date of death or appointment of a personal representative or trustee, we can terminate this Agreement under Section 16.1.

15.5. Non-Conforming Transfers. Any purported transfer that is not in compliance with this Section 15 is null and void and constitutes a material breach of this Agreement, for which we may terminate this Agreement without opportunity to cure.

15.6. Our Right of First Refusal. We have the right, exercisable within thirty (30) days after receipt of the notice of a proposed transfer required by Section 15.1, to send written notice to you that we intend to purchase the interest proposed to be transferred, except that our right of first refusal will not apply if: (i) the sale would not result in a Change of Control; or (ii) the interests would transfer only to the spouse(s) and/or adult children of the Owners. The request for approval of transfer must include a true and complete copy of the term sheet, letter of intent, proposed purchase agreement, assignment document, description of financing or other contingencies, and any other documents we deem necessary to support a prudent business decision on whether to exercise the right of first refusal. We can assign our right of first refusal to someone else either before or after we exercise it.

15.6.1 If the proposed transfer is a sale, we or our designee may purchase on the same economic terms and conditions offered by the third party. Closing on our purchase must occur within sixty (60) days after the date of our notice to the seller electing to purchase the interest. If we cannot reasonably be expected to furnish the same type of consideration as the third-party, then we may substitute the equivalent in cash. If the parties cannot agree within thirty (30) days on the equivalent in cash, you and we will jointly designate and pay the cost of an independent appraiser, and the appraiser's determination will be final. We will have thirty (30) days after receipt of the appraiser's determination to decide whether to proceed with the purchase. We are entitled to receive, and Franchisee and the Owners agree to make, all customary representations and warranties given by the seller of the assets of a business or the capital stock of an incorporated business, as applicable. Any material change in the third party's offer after we have elected not to purchase the seller's interest will constitute a new offer subject to the same right of first refusal as for the third party's initial offer.

15.6.2 If a transfer is proposed to be made by gift, you and we will jointly designate, at our expense, an independent appraiser to determine the fair market value of the interest proposed to be transferred. We will have thirty (30) days after receipt of the appraiser's determination to decide whether to purchase the interest at the fair market value determined by the appraiser. If we decide to purchase, closing on the purchase will occur within forty-five (45) days after our notice to the transferor of our decision.

15.6.3 If we elect not to exercise our rights under this Section, the transferor may complete the proposed transfer after complying with Sections 15.1 through 15.4, provided that the final sale price is not less than the price at which we were entitled to purchase. If we determine that the final sale price is less than the price at which we were entitled to purchase, we may refuse to give our consent to the transfer. Closing of the transfer to the third party must occur within sixty (60) days of our election not to exercise our rights. If closing does not occur within the 60-day period, the third party's offer will be treated as a new offer subject to our right of first refusal.

15.7. Transfer of Development Agreement. If this Agreement is associated with a Development Agreement and you propose to transfer your rights under the Development Agreement, you are required (unless we otherwise approve) to transfer this Agreement and all other Franchised Businesses developed under the Development Agreement to the same transferee in the same transaction.

15.8. Sale or Assignment by Franchisor. We have the right to transfer or assign all or any portion of our rights or obligations under this Agreement to any person or legal entity including the operator of a competing franchise system. The assignee will expressly assume our obligations and become solely responsible for them from the effective date of assignment. We can sell our assets, sell securities in a public offering or in a private placement; merge with, acquire, or be acquired by another company; or undertake a refinancing, recapitalization, leveraged buy-out, or other economic or financial restructuring, without restriction and without affecting your obligations under this Agreement.

16. DEFAULT AND TERMINATION

16.1. Termination without Cure Period. In addition to any other rights of termination set forth in this Agreement, we will have the right to terminate this Agreement if any of the following events of default occurs, without providing you an opportunity to cure the default, effective immediately upon delivery of written notice to you:

16.1.1 If you do not have an Approved Location within three (3) months after signing this Agreement;

16.1.2 If at any time during the pre-opening training program, we conclude in our sole judgment that any person required to attend the pre-opening training program does not possess the skills necessary to properly fulfill and discharge the demands and responsibilities required by the System or this Agreement;

16.1.3 If you do not open the Franchised Business by the Opening Deadline;

16.1.4 If you close the Franchised Business for three (3) or more consecutive business days without our prior approval, express your intent to abandon the Franchised Business, or cease to operate the Franchised Business for any period in circumstances where it is reasonable to conclude that you do not intend to promptly resume operation of the Franchised Business;

16.1.5 If you lose the right to possession of the Approved Location, or otherwise forfeit the right to do business in the jurisdiction where the Franchised Business is located. However, if, through no fault of your own, the Franchised Business premises are damaged or destroyed by an event such that repairs or reconstruction cannot be completed within sixty (60) days thereafter, then you will have thirty (30) days after that event in which to apply for our approval to relocate and/or reconstruct the Franchised Business;

16.1.6 If you refuse to permit us to inspect the Franchised Business or your books, records, or accounts as provided herein;

16.1.7 If you do not comply with the restrictions on competition in Section 14;

16.1.8 If any transfer of interest in this Agreement, Franchisee, or the Franchised Business occurs that does not comply with Section 15, or if an interest is not disposed of under Section 15.4 within one year after the date of death or appointment of a personal representative or trustee;

16.1.9 If you misuse or disclose to any unauthorized person any contents of the Brand Standards Manuals or other Confidential Information;

16.1.10 If you knowingly maintain false or misleading books or records, knowingly underreport sales, or knowingly submit any other false or misleading information to us;

16.1.11 If you perpetrate common law fraud against us or any customer or supplier of the Franchised Business or knowingly permit any agent or employee of Franchisee to embezzle any funds or property of any customers, Franchisor, Franchisee, or others;

16.1.12 If Franchisee takes, withholds, misdirects or appropriates for Franchisee’s own use any funds withheld from Franchisee’s employees’ wages for employees’ taxes, FICA, insurance, or benefits;

16.1.13 If Franchisee or any Owner commits or is convicted of, pleads guilty to, or pleads no contest to a felony, a crime involving moral turpitude, or any other crime or offense that we believe is likely to have an adverse effect on the System, the Marks, or the goodwill associated with them. Once Franchisee or any Owner has been arrested for or formally charged with a serious criminal offense, we will have the right: (i) to require that the individual(s) charged be removed from any active role in the Franchised Business pending final disposition of the charges; and (ii) if the person(s) charged include the Key Person, to take over operation of the Franchised Business and to manage it on your behalf pending final disposition of the charges. If we exercise the right in clause (ii), we may charge a reasonable management fee for our services;

16.1.14 If Franchisee is insolvent or makes an assignment for the benefit of creditors; if a receiver is appointed for the Franchised Business; if execution is levied against your business assets; if a suit to foreclose any lien or mortgage is filed against you and not dismissed within sixty (60) days; or if your business entity is dissolved;

16.1.15 If Franchisee or any Owner appears on any government list of "blocked" persons or its assets, property, or interests are "blocked" under any anti-terrorism law or similar law that prohibits us from doing business with Franchisee or the Owner;

16.1.16 If Franchisee breaches a material provision of this Agreement that is not, by its nature, curable or that goes to the essence of the Agreement;

16.1.17 If you do not achieve the prescribed minimum score or standard on two consecutive assessments or on three or more assessments in any five (5) year period under Section 6.21;

16.1.18 If you fail to maintain the insurance coverage required by Section 9, or fail to provide satisfactory evidence of insurance to us within forty-eight (48) hours of our request;

16.1.19 If you fail to contact a customer within forty-eight (48) hours after receiving a customer complaint, or fail to resolve to our satisfaction any customer complaint in the manner and within the timeframe set forth in the Brand Standards Manuals, and you do not correct such failure within seven (7) days after we deliver written notice to you;

16.1.20 If you fail to attend our annual convention for two (2) consecutive years;

16.1.21 If the business license for, or any other permit or license required for the operation of, the Franchised Business is suspended or revoked;

16.1.22 If you fail to conduct and keep records of a satisfactory background check on any employee as may be required by us prior to his/her hire and on a regular basis, and you fail to cure the default within 10 days after we deliver written notice to you;

16.1.23 If you cure a default after written notice from us and the same default occurs again within one (1) year, whether or not cured after notice; or

16.1.24 If you fail on three (3) or more separate occasions within any period of eighteen (18) months to submit when due reports or other data, information or supporting records, or to pay when due any amounts due to us or otherwise comply with this Agreement, whether or not such failures to comply were corrected after written notice of such failure was delivered to you.

16.2. Termination for Non-Payment. If you fail to pay any monies owed to us, our affiliates or a third party supplier within seven (7) days after receipt of notice of default from us, this Agreement will terminate at the end of the 7-day period without further notice from us.

16.3. Termination Following Expiration of Cure Period. Except as provided in Sections 16.1 and 16.2 and elsewhere in this Agreement, we can terminate this Agreement only by giving you written notice of termination stating the nature of the default, at least thirty (30) days before the effective date of termination. If the default is not cured within the thirty (30) day period (or such longer period as applicable law may require) this Agreement will terminate without further notice to you, effective at the end of the cure period. Any material failure to comply with the requirements imposed by this Agreement (as supplemented by the Brand Standards Manuals) will be a default under this Section 16.3.

16.4. Cross-Default. We have the right to treat a default under any other agreement that you or an affiliate have with us or an affiliate as a default under this Agreement, subject to any applicable provisions for notice and cure set forth in the other agreement. For purposes of this section, "affiliate" means a person or business entity controlling, controlled by, or under common control with Franchisee or Franchisor, as applicable.

16.5. Cross-Guarantee. In the event Franchisee or Franchisee's affiliate now holds or later acquires any interest in a Franchised Business other than the Franchised Business franchised under this Agreement, Franchisee shall unconditionally guarantee full performance and discharge of all of the franchisee's obligations under the franchise agreement for such other Franchised Business, including without limitation the payment of all royalty fees, advertising fees, and other obligations.

16.6. Pre-Termination Options of Franchisor. 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 16.6 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:

16.6.1 Remove the listing of the Franchised Business from all advertising published or approved by us;

16.6.2 Prohibit you from attending any meetings or seminars held or sponsored by us or taking place on our premises;

16.6.3 Charge you the default Royalty Fee rate in Section 7.6 of this Agreement;

16.6.4 Suspend access to the Call Center, the Franchisee Portal, and any technology systems we provide to you; and/or

16.6.5 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.

16.7. Step In Rights. In addition to our right to terminate this Agreement, and not in lieu of such right, or any other rights we may have against you, upon a failure to cure any default within the applicable cure period (if any), we have the right, but not the obligation, to enter the Franchised Business premises and exercise complete authority with respect to the operation of the Franchised Business (or designate a third party to exercise authority) until such time as we determine that the default has been cured, and you are otherwise in compliance with this Agreement. If we exercise the rights described in this Section, you are required to pay us (or our designee) a fee of up to $500 per day and reimburse us (or our designee) for all costs and overhead, if any, incurred in connection with the operation of your Franchised Business, including, without limitation, costs of personnel for supervising and staffing the Franchised Business and their travel and lodging. If we undertake to operate the Franchised Business pursuant to this Section, you agree to indemnify and hold us (and our designees and employees) harmless from and against any fines, claims, suits or proceedings which may arise out of our operation of the Franchised Business.

16.8. Liquidated Damages. If we terminate this Agreement based on your default, you are required to pay us, as liquidated damages, an amount equal to the greater of: (i) two years of Royalty Fees (calculated as your average Royalty Fees per payment period in the year preceding the termination of this Agreement, multiplied by the number of payment periods occurring in a two-year period); or (ii) $100,000 (unless a different minimum is stated in the Brand Appendix). The liquidated damages are in addition to costs and expenses that you may owe us under Section 23 (Disputes).

17. OBLIGATIONS UPON TERMINATION OR EXPIRATION

17.1. Our Rights to Acquire Approved Location and Franchise Assets. Upon expiration or termination of this Agreement under any circumstances, you are required to:

17.1.1 At our request, assign to us your interest in the lease or sublease for the Approved Location (or provide us with a commercially reasonable lease if you own the Approved Location). If we elect not to exercise our option to acquire the lease, you are required to make modifications or alterations to the Approved Location as necessary to comply with Section 17.2 and to distinguish the Approved Location from that of a Franchised Business.

17.1.2 At our request, sell to us such of the furnishings, fixtures, vehicles, equipment, and signs of the Franchised Business as we may designate, at fair market value, and such of the inventory and supplies on hand as we may designate, at fair market wholesale value. If the parties cannot agree on the price of any such items within thirty (30) days, we will appoint an independent appraiser, and the appraiser's determination will be final. Franchisor and Franchisee will each pay one-half of the appraiser's fees and costs. We will have thirty (30) days after receipt of the appraiser's determination to decide whether to proceed with the purchase. If we exercise our option to purchase any items, we will have the right to set off any amount due us or our affiliate from you against any payment for the items.

17.1.3 At our request, provide us with a copy of each customer agreement for the Franchised Business and any related information we request, and provide us with all other information and access necessary for us (or our designee) to continue servicing the customer and related business relationships within three (3) days from our request at no cost to us (since the Customer Data is our property). To this end, each customer agreement must include a clause providing us the unconditional right (but not an obligation) to assume (directly or through a designee) the customer agreement upon the termination or expiration of this Agreement, including all of your rights and obligations thereunder that arise from and after such assumption. Upon the expiration or termination of this Agreement, you agree to facilitate our conversations with customers to ensure an orderly transition of the business operations. You agree to pay over to us (or our designee) any amounts (or a pro rata portion of any amounts) paid to you by your customers for services that you have not yet performed.

We can exercise any or all of our options under Sections 17.1.1, 17.1.2 and 17.1.3: (a) within thirty (30) days after the expiration of the Agreement Term, in the case of expiration of this Agreement; and (b) in the case of termination of this Agreement, at any time between the date of delivery of written notice of termination and thirty (30) days after the effective date of termination (or after the arbitration or court ruling upholding the termination, if termination is contested). We may assign these options to another person or entity. To preserve the value of these options, we may issue to you, and you are required to comply with, written instructions to refrain from, delay, or reverse any of the actions required of you under Section 17.2.

17.2. De-identification. Unless we have instructed you otherwise under Section 17.1.3, upon termination or expiration of this Agreement under any circumstances, you are required to:

17.2.1 Cease to operate the Franchised Business, withdraw all advertising that can be canceled, remove from the Approved Location and from service vehicles all signs, graphics, and other items that display the Marks, and make any other changes that we request to dissociate yourself, the Approved Location, and the former Franchised Business from the System;

17.2.2 Either permanently deactivate or, at our request, transfer to us all domain name registrations and other accounts, profiles, pages, user names, and registrations by which you associate the Franchised Business with the Brand online or in any mobile network or other electronic marketing or communications channel, including but not limited to any social media, blog, messaging system, email domain, listserv, directory, or smart phone app, whether or not we authorized the particular usage or channel. If you do not voluntarily transfer these domain names, accounts, profiles, pages, user names, and registrations, the registrars and hosts of any such electronic marketing or communications channels may accept this Agreement as evidence of our exclusive rights in the domain names, accounts, profiles, pages, user names, and registrations and of our authority to direct their transfer on your behalf. When the domain names, accounts, profiles, pages, user names, and registrations are transferred, all hosted content will also be transferred to us, including all data housed on the electronic marketing and communications channels as well as all members, friends, contacts and customers who are linked to the accounts or sites;

17.2.3 Cease to use the Confidential Information (including the Brand Standards Manuals, Customer Data and Business Data), the Marks, the Works, and all other distinctive elements associated with the System, and return all materials in your possession or control, in any medium, that contain Confidential Information, bear any of the Marks, or constitute Works;

17.2.4 Cancel any assumed name registration that contains any element or variation of the Marks, and furnish evidence satisfactory to us of compliance with this obligation within five (5) days after termination or expiration of this Agreement;

17.2.5 Cease using the telephone number(s) of the Franchised Business, notify your telephone company and all listing agencies of the termination of your right to use the telephone numbers and listings for the Franchised Business, and transfer those number(s) and listings to us or our designee. If you do not voluntarily transfer these numbers and listings, we will present the signed copy of Appendix D to the telephone company and all listing agencies as evidence of our exclusive rights in the telephone numbers and directory listings and of our authority to direct their transfer on your behalf;

17.2.6 Return to customers (or if we request, to us) all items, including keys, in your possession which relate to that particular customer;

17.2.7 Not directly or indirectly represent yourself to the public or hold yourself out as a present or former franchisee of the Brand; and

17.2.8 Not use any reproduction, counterfeit, copy, or colorable imitation of the Marks or the Works in connection with any other business that, in our opinion, is likely to cause confusion, mistake, or deception or to dilute our and/or our affiliates' rights in and to the Marks and the Works. You must not use any designation of origin or description or representation that falsely suggests or represents an association or connection with us.

You hereby appoint us as your attorney-in-fact to carry out the requirements of this Section 17.2 if you fail to do so within a reasonable time, which need not be more than fifteen (15) days. You agree that we will have the right to enter the Approved Location and to contact your landlord and other third parties to make any required changes that you fail to make. You agree to reimburse us on demand for any costs that we incur to carry out your obligations.

17.3. Continuing Obligations. After termination or expiration of this Agreement under any circumstances, you will remain liable to us for certain obligations. Among other things, you are required to:

17.3.1 Promptly pay all sums owing to us and our affiliates;

17.3.2 Permit access to and examination of books and records as provided in Section 8 to determine any amounts due;

17.3.3 Protect the Confidential Information as provided in Section 13;

17.3.4 Comply with the post-term restrictions on competition in Sections 14.2 and 14.3; and

17.3.5 Indemnify us as provided in Section 20.

18. BUSINESS ENTITY REQUIREMENTS

18.1. Ownership Information. Franchisee and each Owner represents and warrants that the ownership information on the Data Sheet is correct and complete as of the Agreement Date and will not be changed without first obtaining our consent as required by Section 15. You are required to maintain a current list of all stockholders, general partners, limited partners, members, or other direct and indirect beneficial owners (as applicable) and furnish the list to us upon request. If any Owner is a business entity, you are required to provide all information we request concerning that business entity and its owners. Every individual or entity that owns a direct or indirect equity interest of 5% or greater in Franchisee is required to guarantee Franchisee's performance of this Agreement by executing the Personal Guarantee attached to this Agreement.

18.2. Governing Documents. At our request, you are required to furnish us with copies of Franchisee's articles of incorporation, bylaws, partnership agreement, certificate of formation, limited liability company operating agreement, stock certificates, corporate minutes, or other governing documents, as applicable. You are required to give us at least thirty (30) days prior written notice of any proposed amendments to your governing documents. Your governing documents must provide at all times that your activities are confined exclusively to developing and operating Franchised Businesses. If any controlling Owner is a business entity, you are required to provide similar information concerning that business entity as we may request.

18.3. Control Arrangements. Any voting trust, management agreement, or other arrangement affecting the power to direct and control the affairs of Franchisee requires our prior written consent. You are required to furnish any information and documentation that we may request concerning a proposed control arrangement.

18.4. No Use of Marks in Corporate or Legal Name. Without limiting any of the requirements in Section 11.3 above, you may not use any of the Marks as part of your corporate or legal name.

19. RENEWAL

19.1. Renewal Term and Conditions. You will have the option to continue the franchise relationship for one (1) additional term of ten (10) years, subject to this Section. We will require you to satisfy the following requirements as a condition of renewing the franchise relationship with us:

19.1.1 You are required to give us written notice of your desire to renew not less than six (6) months and not more than twelve (12) months before the Expiration Date;

19.1.2 You must not be in default of this Agreement or any other agreement with us, our affiliates, or our approved vendors at the time you give the notice in Section 19.1 or during the remainder of the expiring term;

19.1.3 You are required to have a good record of customer service and of compliance with Brand Standards and your contractual obligations to us;

19.1.4 You are required to be on good terms with us, including but not limited to having a good working relationship for day-to-day operations and not being in litigation or other adversarial legal proceedings with us;

19.1.5 At our option, you will sign the then-current franchise agreement being offered to new franchisees of the Brand, except that we may or may not include a further renewal option (the **"Successor Franchise Agreement"**). The terms of the Successor Franchise Agreement may differ substantially from the terms of this Agreement, including increased fees, new fees, reconfiguration of the Territory, and higher Minimum Performance Requirements. Personal guarantees will be required per our then-current policy and our other standard documents will be required;

19.1.6 You are required to pay us the renewal fee specified in the Brand Appendix;

19.1.7 Franchisee and all Owners are required to sign a general release, in a form we prescribe, of any and all claims against us, our affiliates, and our officers, directors, shareholders and employees;

19.1.8 The Key Person and any employees we designate are required to successfully complete any additional or refresher training courses that we may require;

19.1.9 You are required to demonstrate that you have the right to remain in possession of the Approved Location for the full renewal term;

19.1.10 You are required to remodel, refurbish, renovate (including without limitation, as to any upgrading or refurbishing of vehicles used in the Franchised Business as may be requested by us) and/or re-equip the Franchised Business and premises to conform to our then-current Brand Standards for new Franchised Businesses before the end of the expiring term or obtain our approval of arrangements to complete the work on a schedule satisfactory to us; and

19.1.11 The computer system and vehicle(s) used in operation of the Franchised Business must be upgraded as necessary to meet our then-current Brand Standards.

19.2. Your Failure to Act. Your failure to give timely notice of your desire to renew will be deemed an election to decline the option in Section 19.1. IN FRANCHISOR'S SOLE DETERMINATION, FRANCHISEE MAY BE DEEMED TO HAVE IRREVOCABLY DECLINED TO CONTINUE THE FRANCHISE RELATIONSHIP IF FRANCHISEE FAILS TO SIGN AND RETURN TO FRANCHISOR THE SUCCESSOR FRANCHISE AGREEMENT AND OTHER DOCUMENTS REQUIRED BY FRANCHISOR WITHIN THIRTY (30) DAYS AFTER THEIR DELIVERY TO FRANCHISEE, OR FAILS TO COMPLY IN ANY OTHER WAY WITH THE PROVISIONS OF THIS SECTION 19.

19.3. Holding Over. If Franchisee does not sign a Successor Franchise Agreement by the Expiration Date and continues to accept the benefits of this Agreement after the expiration of this Agreement, then at the option of Franchisor, this Agreement may be treated either as (i) expired as of the Expiration Date, with Franchisee then operating without a franchise to do so and in violation of Franchisor's rights; or (ii) continued on a month-to-month basis ("**Interim Period**") until one 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 receipt of the notice to terminate the Interim Period. In the latter case, all obligations of Franchisee 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 this Agreement shall be deemed to take effect upon termination of the Interim Period.

20. INDEMNIFICATION

You agree to indemnify Franchisor, its affiliates, and their respective past, present, and future officers, directors, shareholders, employees, and agents (collectively, **"Protected Parties"**) for, and at our option defend the Protected Parties against: (i) any claims (whether or not by a third party) arising directly or indirectly from, as a result of, or in connection with your activities under this Agreement (collectively, **"Claims"**); and (ii) any liabilities, damages, losses, and expenses the Protected Parties incur as a result of such Claims, including but not limited to attorneys' fees, costs of investigation, settlement costs, fines, civil penalties, and interest charges (collectively, **"Expenses"**). To the extent permitted by law, this indemnity includes Claims and Expenses alleged to be caused by the negligence of the Protected Parties, unless (and then only to the extent that) the Claim or Expense is finally determined by a court to have been caused solely by the gross negligence or willful misconduct of the Protected Parties. With respect to any threatened or actual litigation, proceeding, or dispute that could directly or indirectly affect any of the Protected Parties, the Protected Parties will have the right, but no obligation, to: (i) choose counsel; (ii) direct, manage, and control the handling of the matter; and (iii) settle any Claim on behalf of the Protected Parties. Your obligations under this Section are not limited by the amount of your insurance coverage. This Section will survive the expiration or termination of this Agreement.

21. NOTICES

All notices related to this Agreement are required to be in writing and are required to be delivered in person or sent by certified mail, by national commercial delivery service, or by other written or electronic means which affords the sender reliable evidence of delivery or attempted delivery, to the address shown in the Data Sheet, in the case of Franchisee, or to Authority Brands, Inc., 7120 Samuel Morse Drive, Suite 300, Columbia, MD 21046, Attn: Legal Department, in the case of Franchisor, unless and until a different address has been designated by written notice to the other party. For the avoidance of doubt, our delivery of notice to the business email address that we have on file for you will constitute effective notice unless we receive a non-delivery message. This Section does not apply to changes to the Brand Standards Manuals or any written instructions that we furnish to you relating to operational matters.

22. GENERAL PROVISIONS

22.1. Notice of Suit. You are required to notify us promptly of any legal proceeding or any order of a court or government agency that may adversely affect the operation or financial condition of the Franchised Business.

22.2. Independent Contractor. Nothing in this Agreement is intended to make Franchisor or Franchisee an agent, legal representative, subsidiary, joint venturer, partner, or employee of the other for any purpose. This Agreement does not create a fiduciary relationship between you and us. Nothing in this Agreement authorizes you to make any contract, agreement, warranty, or representation on our behalf or to incur any debt or other obligation in our name. We will not assume liability for any such action or for your acts or omissions or any claim or judgment against you. You are required to hold yourself out to the public as an independent contractor operating under this Agreement.

22.3. Public Notice of Independent Status. Franchisee is required to conspicuously identify itself by its own company name in all dealings with customers, landlords, vendors, contractors, reporters, public officials, and employees and on all business cards, stationery, advertising, payroll forms, purchase orders and other materials.

22.4. Severability. If a court or government agency determines that any provision of this Agreement is invalid or contrary to applicable law, the invalidity will not impair the operation of any other provision of this Agreement that remains otherwise intelligible. The latter will continue to be given full force and effect and the invalid provision(s) will be deemed not to be a part of this Agreement.

22.5. No Implied Waiver. No failure to exercise any right reserved to us in this Agreement or to insist on your strict compliance with any obligation or condition in this Agreement, and no custom or practice of the parties, will constitute a waiver of our right to exercise any right or to demand your compliance with this Agreement. Our waiver of any particular default will not affect or impair our rights with respect to any subsequent default. Our delay or forbearance in exercising any right arising out of your breach or default will not prevent us from exercising the right, declaring any subsequent breach or default, or terminating this Agreement.

22.6. No Implied Third Party Beneficiaries. Nothing in this Agreement is intended to confer any rights or remedies on any person or legal entity other than Franchisee and us.

22.7. No Implied Consent. Whenever this Agreement requires our prior approval or consent, you are required to make a timely written request, and the approval or consent must be obtained in writing and signed by one of our officers. We make no warranties or guarantees upon which you may rely and assume no liability or obligation to you by providing any waiver, approval, consent or suggestion in connection with this Agreement.

22.8. Survival of Obligations. All obligations which expressly or by reasonable implication are to be performed, in whole or in part, after the expiration, termination, or assignment of this Agreement will survive expiration, termination, or assignment.

22.9. Our Business Judgment. Except as otherwise expressly provided in this Agreement, whenever we exercise a right and/or discretion to take or withhold an action, we can make our decision or exercise our discretion based on our judgment of what is in the best interests of the Brand at the time, even though (a) there may have been alternative decisions or actions that could have been taken; (b) our decision or the action taken promotes our own financial interest; or (c) our decision or the action may apply differently to different franchisees. In the absence of an applicable statute, we will have no liability to you for any such decision or action. If applicable law implies a duty of good faith and fair dealing in this Agreement, we and you agree that the duty does not encompass any rights or obligations that are inconsistent with a fair construction of the terms of this Agreement.

22.10. Relationship to Other Businesses of Franchisor and its Affiliates. In fulfilling its obligations to Franchisee, and in conducting any activities or exercising any rights pursuant to this Agreement, Franchisor has the right: (i) to take into account, as it sees fit, the effect on, and the interests of, other businesses in which Franchisor and its affiliates have an interest, and on Franchisor's (and its affiliates') own activities; (ii) to share market and product research, and other proprietary and non-proprietary business information, with Franchisor's affiliates and the businesses in which they have an interest; and/or (iii) to introduce products, processes, or operational equipment used by the System into the franchised systems of Franchisor's affiliates, and to allocate new products and/or developments between and among the franchised systems, as Franchisor and its affiliates see fit. Franchisee understands and agrees that all obligations of Franchisor under this Agreement are subject to this section, and that nothing in this section shall affect in any way Franchisee's obligations under this Agreement.

22.11. Right to Information. You consent to us obtaining, using and disclosing to third parties (including, without limitation, prospective franchisees, financial institutions, legal and financial advisors), for any purpose whatsoever or as may be required by law, any financial or other information contained in or resulting from information, data, materials, statements and reports received by us or our affiliates (or disclosed to us or our affiliates) in accordance with this Agreement.

22.12. Entire Agreement. This Agreement and its Appendices constitute the entire agreement between Franchisor and Franchisee and the Owners concerning the Franchised Business. It supersedes all prior agreements, negotiations, representations, and correspondence concerning the same subject matter, except that nothing in this Agreement is intended to disclaim any representations made in any Franchise Disclosure Document that you received from us in connection with this Agreement. No amendment, change, or variance from this Agreement will be binding unless agreed to in writing and signed by authorized representatives of each party.

22.13. Amendment of Prior Agreements. In order to enhance consistency and quality of operation, performance, dispute resolution and other matters, we amend our standard Franchise Agreement from time to time. As a result, this Agreement may be different from other Brand franchise agreements that Franchisee or Franchisee's affiliates may have signed in the past and may contain revised provisions regarding, among other things, modifications to the System, manner of payment of fees and late fees, duties of franchisee, protection of trademarks, status and protection of Manuals and Confidential Information, technology requirements, advertising, insurance, accounting and records, transfers, default and termination, obligations on termination, franchisee covenants, taxes, indemnification, obligations to defend, approvals and waivers, notices, construction of agreement and applicable law. To cooperate with us in the achievement of these goals and as a condition of the grant of an additional franchise, Franchisee agrees that all of Franchisee's or its affiliates' existing Brand franchise agreements with Franchisor or its affiliates are amended to match the provisions of this Agreement (if the existing franchise agreements do not already include these provisions), except with respect to the royalty fee rate, required marketing contributions and spending, other fees for which amounts are specified, territory description, Approved Location, contract term, renewal conditions, and transfer conditions set out in the prior agreements, which will remain unchanged. FRANCHISEE ACKNOWLEDGES THAT THIS SECTION AMENDS ALL OF FRANCHISEE'S EXISTING FRANCHISE AGREEMENTS WITH FRANCHISOR AND THAT THE AMENDMENT WILL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

22.14. Material Modification – for California Locations Only. If Franchisee or Franchisee's affiliates previously entered into one or more franchise agreements with Franchisor for a Franchised

Business in California, Section 22.13 may constitute a material modification of those existing franchise agreements under California law. If that is the case, and if Franchisee notifies Franchisor in writing within five (5) business days after signing this Agreement that Franchisee (or Franchisee's affiliate, as applicable) rescinds this modification of the existing franchise agreement(s) for the Franchised Business in California, this Franchise Agreement will be null and void and Franchisee will not have the right to develop a Franchised Business under this Franchise Agreement.

22.15. Counterparts. This Agreement may be executed in counterparts, and each copy so executed and delivered shall be deemed to be an original. Any signature by electronic signature, facsimile or scanned PDF shall be deemed an original signature. This Agreement shall be effective only upon the receipt of countersignature by us.

23. DISPUTES

23.1. Governing Law. This Agreement and the relationship between Franchisor and Franchisee and the Owners is governed by the laws of the State of Maryland, except that if a provision of this Agreement would not be enforceable under the laws of Maryland, and if the Franchised Business is located outside of Maryland and the provision would be enforceable under the laws of the state in which the Franchised Business is located, then that provision will be governed by the laws of the state in which the Franchised Business is located. In the event of any conflict of law question, the laws of Maryland will prevail, without regard to the application of Maryland conflict-of-law rules. This Section 23.1 is not intended to subject this Agreement or our relationship with you to any Maryland statute or regulation that would not apply by its own terms without considering this Section.

23.2. Mandatory Arbitration. Except as set forth in Sections 23.3 and 23.4 below and in subsection 23.2.5, any claim or dispute arising out of or relating to this Agreement (including but not limited to any claim that the Agreement or any of its provisions is invalid, illegal, or otherwise voidable or void), the relationship between you, your owners and affiliates and us or our affiliates, or your operation of the Franchised Business, shall be submitted to JAMS for mandatory, final and binding arbitration. The arbitration will be conducted in accordance with the Federal Arbitration Act, 9 U.S.C., Section 1, *et seq.*, and the commercial arbitration rules of JAMS in effect at the time of filing of the demand for arbitration (the "**JAMS Rules**"), except as the JAMS Rules may be modified by the following:

23.2.1 The seat of arbitration will be the JAMS office closest to Columbia, Maryland, and all arbitration hearings shall take place at that office. We have the right to designate headquarters for the Brand at a location other than Columbia, Maryland and to substitute that location for Columbia, Maryland for purposes of this section.

23.2.2 The arbitration will be conducted, heard and decided by one (1) arbitrator ("**Arbitrator**") who is mutually agreeable to the parties. If the parties have not agreed on the Arbitrator within thirty (30) days after filing of the arbitration demand with JAMS, the Arbitrator shall be appointed in accordance with the JAMS Rules.

23.2.3 The Arbitrator shall not entertain or permit any class or consolidated proceeding.

23.2.4 The administrative fees of JAMS and the Arbitrator's fees will be split equally between Franchisor and Franchisee.

23.2.5 If either party fails to pay its share of any fee required by JAMS to proceed with administration of the arbitration, and if the other party has paid its own share of the fee, the Arbitrator shall enter a default judgment in favor of the latter party. If an Arbitrator has not yet been appointed at the time of the non-payment of the required fee, the party that has paid its own share of the fee shall have the option to have a default judgment entered in its favor or to proceed in court on the claims submitted to arbitration.

23.2.6 The Arbitrator will not have the authority to add to, delete, or modify the terms of this Agreement. All findings, judgments, decisions and awards of the Arbitrator will be limited to the claims set forth in the arbitration demand and any counterclaims, as they may be amended, and the Arbitrator will not have the authority to decide any other claims. The Arbitrator will have the power to decide any or all of the issues, claims and defenses presented in the arbitration through summary judgment, summary disposition, or dismissal proceedings without a full evidentiary hearing or witness testimony, as long as all parties are permitted to submit memoranda and affidavits and have oral argument, either in person or by telephone, if the Arbitrator determines that oral argument would assist in the decision making process. The Arbitrator will not have the right or authority to award punitive damages to any party. All findings, judgments, decisions and awards by the Arbitrator will be in writing and will be made within sixty (60) days after the arbitration hearings have been completed, and will be final and binding on all parties in the arbitration.

23.2.7 The written decision of the Arbitrator will be deemed to be an order, judgment and decree and may be entered as such in any court of competent jurisdiction.

23.2.8 The decision of the Arbitrator will have no collateral estoppel effect with respect to a controversy with any person or entity who is not a party to the arbitration proceeding.

23.3. Provisional or Declaratory Relief. Nothing in Section 23.2 or elsewhere in this Agreement prohibits Franchisor’s right to seek a restraining order, preliminary injunction, specific performance or declaratory relief in court, under the applicable court rules, against conduct or threatened conduct for which no adequate remedy at law may be available or which Franchisor believes may cause Franchisor irreparable harm. Franchisor may have such relief without bond, but upon due notice, in addition to such further and other relief as may be available at equity or law. Franchisee and each of its Owners acknowledges that any violation of (without limitation) Sections 11, 12, 13, 14, 15 or 17 would result in irreparable injury to Franchisor for which no adequate remedy at law may be available. Accordingly, Franchisee and each of its Owners consents to the issuance of an injunction at Franchisor's request (without posting a bond or other security) prohibiting any conduct in violation of any of those Sections. Franchisee's sole remedy in the event of the entry of specific performance or injunction order will be the dissolution of the order, if warranted (all claims for damages by reason of the wrongful issuance of any such order being expressly waived by Franchisee). Franchisee agrees that the existence of any claims Franchisee or any of its Owners may have against Franchisor, whether or not arising from this Agreement, will not constitute a defense to the enforcement of Sections 11, 12, 13, 14, 15 or 17.

23.4. Disputes Not Subject to Mandatory Arbitration. Notwithstanding Section 23.2, Franchisor shall have the option to submit to a court any of the following actions: to collect fees due under this Agreement; for injunctive or other relief as described in Section 23.3; to protect our intellectual property, including the Marks, Confidential Information, and trade secrets; to terminate this Agreement for a default; and to enforce the post-term obligations in Section 17 of this Agreement. Notwithstanding anything in this Agreement, in the JAMS Rules, or any provision of law, the determination of whether a dispute or controversy filed in a court is subject to arbitration shall be made by the court, not by an arbitrator.

23.5. Time Limit on Filing. Except for claims arising from Franchisee’s non-payment or underpayment of amounts Franchisee owes Franchisor or from performance or non-performance of Franchisee’s obligations arising upon expiration or termination of this Agreement, any claim or action arising out of or relating to this Agreement or the relationship between us and Franchisee and the Owners will be barred unless submitted to arbitration or filed in court and served within two (2) years from the date the complaining party knew or should have known of the facts giving rise to such claim.

23.6. Venue for Litigation. Franchisee and the Owners are required to file any lawsuit against us only in the federal district court for the district encompassing Columbia, Maryland (or in the closest state court to Columbia, Maryland, if the federal court lacks subject matter jurisdiction). We may file a lawsuit against Franchisee or the Owners in the federal or state court for Columbia, Maryland or in the federal or state court where the Franchised Business is located. We have the right to designate headquarters for the Brand at a location other than Columbia, Maryland and to substitute that location for Columbia, Maryland for purposes of this section. The parties irrevocably submit to the jurisdiction of such courts and waive all objections to personal jurisdiction and venue for purposes of carrying out this provision.

23.7. Waiver of Jury Trial. We, you, and the Owners irrevocably waive trial by jury in any action, proceeding, or counterclaim.

23.8. Waiver of Exemplary Damages. Franchisee and the Owners, on the one hand, and Franchisor on the other, waive any right to or claim of punitive or exemplary damages against the other, except that we do not waive our right to: (i) statutory, punitive or exemplary damages for violation of the Lanham Act, trademark infringement or dilution, or unauthorized disclosure of confidential information or trade secrets; or (ii) indemnification from Franchisee under Section 20 for any such damages claimed or awarded against Protected Parties.

23.9. Class Action Waiver. TO THE EXTENT PERMITTED BY LAW, FRANCHISEE AND THE OWNERS WAIVE THE RIGHT TO SEEK CERTIFICATION OF A CLASS IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM AGAINST US.

23.10. Costs and Legal Fees. In connection with any failure by Franchisee to comply with this Agreement, regardless of whether there is any legal proceeding to enforce the terms of this Agreement, Franchisee will reimburse Franchisor, upon demand, for the costs and expenses incurred by Franchisor as a result of such failure and Franchisor's enforcement of the terms of this Agreement. Franchisor's costs and expenses include, without limitation, accountants', attorneys', attorneys' assistants and expert witness fees, cost of investigation and proof of facts, court costs, other litigation expenses, and travel expenses. If Franchisee initiates a legal proceeding against Franchisor, and if Franchisee does not prevail in obtaining the relief Franchisee was seeking in such legal proceedings, then Franchisee will reimburse Franchisor for the costs and expenses incurred by Franchisor as a result of such legal proceedings, including, without limitation, accountants', attorneys', attorneys' assistants and expert witness fees, cost of investigation and proof of facts, court costs, other litigation expenses and travel expenses, whether incurred prior to, in preparation for, in contemplation of, or in connection with such legal proceedings. However, in case of any conflict between this Section and Section 23.2.4 or 23.2.7 above, Section 23.2.4 or 23.2.7 will take precedence. This section will survive termination or expiration of this Agreement.

23.11. Remedies are Cumulative. Except as otherwise provided in this Section 23, no right or remedy under this Agreement is exclusive of any other right or remedy.

FRANCHISOR: JUNKLUGGERS FRANCHISING SPE LLC	**FRANCHISEE (Print name of company):** ____
By: _____________________________________	By: _____________________________________
Name: __________________________________	Name: __________________________________
Title: ___________________________________	Title: ___________________________________
Date: ___________________________________	Date: ___________________________________

PERSONAL GUARANTEE

As an inducement to **Junkluggers Franchising SPE LLC** (**"Franchisor"**) to sign a Franchise Agreement (the **"Agreement"**) with ____ (**"Franchisee"**), the undersigned individuals (collectively, the **"Guarantors"**), jointly and severally, unconditionally guarantee to Franchisor, its affiliates, and their successors and assigns (collectively, the **"Franchisor Group"**) that all of Franchisee's obligations under the Agreement and under other agreements or arrangements between Franchisee and the Franchisor Group will be punctually paid and performed.

1. Guarantee. Upon demand by Franchisor, the Guarantors will immediately make each contribution or payment required of Franchisee under the Agreement and under other agreements or arrangements between Franchisee and the Franchisor Group. Each Guarantor waives any right to require the Franchisor Group to: (a) proceed against Franchisee or any other Guarantor for any contribution or payment required under the Agreement; (b) proceed against or exhaust any security from Franchisee or any other Guarantor; or (c) pursue or exhaust any remedy, including any legal or equitable relief, against Franchisee or any other Guarantor. Without affecting the obligations of the Guarantors under this Guarantee, the Franchisor Group may, without notice to the Guarantors, extend, modify, or release any indebtedness or obligation of Franchisee, or settle, adjust, or compromise any claims against Franchisee. The Guarantors waive notice of amendment of the Agreement and notice of demand for contribution or payment and agree to be bound by any and all such amendments and changes to the Agreement.

2. Indemnity. The Guarantors agree to hold harmless, defend and indemnify the Franchisor Group against any and all losses, damages, liabilities, costs, and expenses (including attorneys' fees, costs of investigation, court costs, and arbitration fees and expenses) arising out of or in connection with any failure by Franchisee to perform any obligation under the Agreement or any other agreement between Franchisee and the Franchisor Group.

3. Other Personal Obligations. The Guarantors agree to be bound personally by all obligations of the Franchisee in the Agreement, including but not limited to non-compete restrictions, confidentiality provisions, governing law and dispute resolution provisions, and restrictions on sale or transfer of interest in Franchisee or the Franchised Business. Except as expressly authorized by the Agreement, the Guarantors may not make use of any of the intellectual property rights licensed under the Agreement. The Guarantors may not disclose to any third party or make use of any trade secrets, know-how, systems or methods of which Guarantors may acquire knowledge by virtue of training they may have received from Franchisor, their involvement in the business, or their ownership interest in Franchisee.

4. Survival of Obligations. Upon the death of a Guarantor, the Guarantor's estate will be bound by this Guarantee, but only for obligations existing at the time of death. The obligations of the surviving Guarantors will continue in full force and effect.

GUARANTOR:	**GUARANTOR:**
Printed Name: ________________________	Printed Name: ________________________
Signature: ___________________________	Signature: ___________________________
Date: ______________________________	Date: ______________________________

[This document is to be used when: (a) a married individual signs a Franchise Agreement, personal guarantee, or other agreement containing financial obligations to us; and (b) that individual's spouse is NOT also signing the same agreements.]

SPOUSE ACKNOWLEDGMENT

My name is ____. I am the spouse of ______________________________________.

I am aware that:

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

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

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

I understand that my spouse is bound personally by the following provisions of the Franchise Agreement, and I agree to be bound by them as well: (i) the confidentiality and non-disclosure covenants in Section 13; (ii) the non-competition covenants in 14; and (iii) the governing law and dispute resolution provisions in Section 23.

By: _____________________________

Name: ___________________________

Date: ____________________________

APPENDIX A TO FRANCHISE AGREEMENT

DATA SHEET

SECTION REFERENCE	SUBJECT	FRANCHISEE'S INFORMATION
Section 1.15	Key Person	[insert name]
Section 1.17	Opening Deadline	[insert date]
Section 1.20	Territory Definition	[insert Zip Codes AND/OR "see attached map"]
Section 5.4	Initial Training Fee	The Initial Training Fee is $5,000, due and payable in a lump sum at the time of signing the Franchise Agreement.
Section 7.1	Franchise Fee	The Franchise Fee is: [insert amount] The Additional Population Fee is: [insert amount] The Total Amount of the Franchise Fee and the Additional Population Fee is: [insert amount] (For franchise territories with a population of more than 400,000 individuals, your base Franchise Fee will be increased by $0.12 per person residing in the franchise territory ("**Additional Population Fee**"))
Section 18.1	Ownership Information	See below. For any Owner that is a business entity, attach separate page disclosing the same information for that entity
Section 21	Address for Legal Notice	[insert Franchisee's legal address]

Name of Franchisee: ____

Type of Business Entity (check one): [ ] Limited Liability Company

[ ] Corporation (C Corp or S Corp)

[ ] Limited Partnership

[ ] Other__________________

State in which organized: ___________________

Owner Name: Ownership Percentage:

____ ______%

____ ______%

____ ______%

List Officers and Board Directors (if corporation) or Manager(s) (if LLC):

Name: ___________________________ Position: ___________________

Name: ___________________________ Position: ___________________

Name: ___________________________ Position: ___________________

APPENDIX B TO FRANCHISE AGREEMENT

BRAND APPENDIX

Junkluggers®

The Franchised Business offers residential and commercial "eco-friendly" junk removal services and, subject to the terms of the Remix Services Addendum, second-hand furniture procurement and retail services.

<table>
<tr><th>SECTION REFERENCE</th><th>SUBJECT</th><th>APPLICABLE TERM</th></tr>
<tr><td>Section 2.5</td><td>Key Account Participation Fee</td><td>You will be required to pay us a fee to participate in Key Accounts. However, this requirement is not yet in effect and the amount of the fee has not been determined. We expect to implement the fee in 2023 and we will give you notice when it takes effect.</td></tr>
<tr><td>Section 3</td><td>Expiration Date</td><td>Tenth (10th) Anniversary of the Agreement Date</td></tr>
<tr><td>Section 4.1</td><td>Business Outfitting Fees</td><td>Not Applicable as of Agreement Date</td></tr>
<tr><td>Section 6.6</td><td>Call Center Fee</td><td>5% of Gross Revenue (not applicable to Gross Revenue from Remix Services)</td></tr>
<tr><td>Section 6.10</td><td>Sourcing</td><td>If a contract with a national vendor requires us to pay fees to the vendor, you agree to pay us your pro rata share, based on the number of participating franchisees.</td></tr>
<tr><td>Section 6.18</td><td>Customer Warranty or Guarantee</td><td>Not Applicable as of Agreement Date</td></tr>
<tr><td>Section 6.19</td><td>Minimum Performance Requirements</td><td>The Franchised Business is required to attain or exceed the following quotas for Junk Removal Services Gross Revenue (the "Minimum Performance Requirements"):
<table>
<tr><th>Time Period Following Original Opening Date</th><th>Minimum Gross Revenue for 12-Month Period</th></tr>
<tr><td>Months 7 to 12</td><td>$67,500 (pro-rated for 6 months)</td></tr>
<tr><td>Months 13 to 24</td><td>$198,000</td></tr>
<tr><td>Months 25 to 36</td><td>$270,000</td></tr>
<tr><td>Months 37 +</td><td>$360,000</td></tr>
</table>
</td></tr>
</table>

SECTION REFERENCE	SUBJECT	APPLICABLE TERM
		"**Original Opening Date**" means the date on which you or any prior owner or predecessor operator of the Franchised Business first opened the Franchised Business. The Minimum Performance Requirements are not meant to be, and you may not rely on them as, a representation or guarantee of the results that your Franchised Business or any particular Franchised Business will or might achieve. The Minimum Performance Requirements do not predict or project your revenue or other business results.
Section 6.22	Brand Programs	**Minimum Truck Requirements -** You agree to meet our requirements for increasing the number of trucks in operation in your territories, as we designate in the Brand Standards Manual. **Charitable Events** – You are required to organize, sponsor and hold a minimum of one charitable event each calendar year. This requirement applies to the franchisee and is not required in each Territory if you own multiple Territories. A description of the charitable event requirements is contained the Brand Standards Manual and other communications prepared by us for use in operating the Franchised Business. You are also required to: (i) select a charitable organization that meets the guidelines set forth in the Brand Standards Manual, and (ii) contribute not less than one percent of your Remix Services Gross Revenue to the approved charity. See Remix Services Addendum.
Section 6.26	Legal/Regulatory Requirements	The Franchised Business will be subject to licensing laws, which vary by state and sometimes by county or municipality. It is your responsibility to contact the applicable licensing boards, as well as an attorney, to learn about specific industry and contractor laws and regulations applicable to your Franchised Business.
Section 7.2	Royalty Fee	**Royalty Fee for Junk Removal Services:** You are required to pay us a weekly Royalty Fee in an amount equal to the greater of: (a) 7% of Gross Revenue from Junk Removal Services; or (b) the Annual Minimum Royalty Fee. The "**Annual Minimum Royalty Fee**" is equal to the amount of Royalty Fees you would be required to pay to us by achieving the applicable Minimum Performance Requirements for Junk Removal Services for that period (see Section 6.19 above). The Annual Minimum Royalty Fee implied by the Minimum Performance Requirements is: **Time Period Following Original Opening Date** — **Annual Minimum Royalty Fee** Months 7 to 12 — $4,725 (pro-rated for 6 months)

SECTION REFERENCE	SUBJECT	APPLICABLE TERM
		Months 13 to 24 $13,860 Months 25 to 36 $18,900 Months 37+ $25,200 **Royalty Fee for Remix Services: See Remix Services Addendum** As of the Agreement Date, we bill Royalty Fees on a weekly basis. We have the right to change the payment period. If the pro-rated Annual Minimum Royalty Fee ("**YTD Minimum Royalty**") is greater than your actual year to date ("**YTD**") Junk Removal Services royalties paid, we will bill you for the difference in the next billing cycle, or in another manner that we may designate from time to time. The sole purpose of the Annual Minimum Royalty Fee is to guarantee a minimum economic return to us. Neither the Minimum Performance Requirements nor the Annual Minimum Royalty Fee predicts or projects your revenue or other business results. Neither is meant to be, and you may not rely on it as, a representation or guarantee of the results that your Franchised Business or any particular Franchised Business will or might achieve.
Section 7.3	Brand Fund Contribution	**Junk Removal Services Brand Fund:** As of the Agreement Date, the Junk Removal Services Brand Fund Contribution is two percent (2%) of Gross Revenue from Junk Removal Services. We can change the Junk Removal Services Brand Fund contribution from time to time; however, the contribution will not exceed two percent (2%) of Gross Revenue from Junk Removal Services. **Remix Services Brand Fund: See Remix Services Addendum** The Brand Fund contributions will be calculated for the same period and paid in the same manner as the Royalty Fee.
Section 7.4	Technology Fee	Junk Removal Services: $350 per month. We have the right to change the rate and/or payment frequency of the Technology Fee at any time. We have the right to establish a separate Remix Technology Fee under the Remix Services Addendum. Remix Services:

SECTION REFERENCE	SUBJECT	APPLICABLE TERM
		None currently, but we anticipate implementing a fee in 2023. The amount has not been determined as of the Agreement Date.
Section 10.3	Pre-Opening/Grand Opening Marketing	Not Applicable as of Agreement Date
Section 10.4	Ongoing Local Marketing Requirement	$6,000 for the first 3 months after the Original Opening Date and then $4,000 per month on average for the remainder of the calendar year. Thereafter, $48,000 per calendar year ($4,000 per month on average). We have the right to establish a separate Remix Local Marketing Requirement under the Remix Services Addendum.
Section 14.1	"Competing Business" definition	"**Competing Business**" means any business that: (i) offers residential and commercial junk removal services, second-hand furniture procurement and retail services, or other products or services similar to those offered by the Franchised Businesses, (ii) grants franchises or licenses to others to operate such businesses, or (iii) is the same or substantially similar in nature or purpose to the Franchised Businesses (other than a Junkluggers business operated under a franchise agreement with us).
Section 16.8	Liquidated Damages	As stated in Section 16.8 of the Agreement
Section 19.1.6	Renewal Fee	$5,000

APPENDIX B-1 TO FRANCHISE AGREEMENT

JUNKLUGGERS®

MULTI-TERRITORY ADDENDUM TO FRANCHISE AGREEMENT – (FOR THE PURCHASE OF TWO TERRITORIES)

[THIS FORM MAY NOT APPLY TO YOU; APPLICABILITY OF THIS FORM IS DETERMINED BY FRANCHISOR.]

THIS ADDENDUM is attached to and entered into contemporaneously with the Junkluggers Franchise Agreement ("**Franchise Agreement**") between Junkluggers Franchising SPE LLC ("**we**," "**us**," "**our**" or "**Franchisor**") and ____________________ ("**you**," "**your**" or "**Franchisee**") dated as of _________________________ ("**Effective Date**").

Franchisor and Franchisee are entering into two (2) Franchise Agreements simultaneously for territories to be operated by Franchisee, as follows (the "**Related Territories**"):

Territory 1 - _______________________[Franchise ID]

Territory 2 - _______________________[Franchise ID]

In recognition of the multi-territory commitment entered into simultaneously as of the Effective Date, Franchisor and Franchisee agree to modify certain terms of the Franchise Agreements for the Related Territories as set forth in this Addendum.

Franchisor and Franchisee agree as follows:

1. **MINIMUM PERFORMANCE REQUIREMENTS.** The Minimum Performance Requirements under Section 6.19 of the Franchise Agreement will phase in by Related Territory as follows:

Territory 1	Territory 2
Effective Beginning Month 7 Following the Original Opening Date.	Effective Beginning Month 13 Following the Original Opening Date.

2. **ANNUAL MINIMUM ROYALTY FEE.** The Annual Minimum Royalty Fee under Section 7.2 of the Franchise Agreement will phase in by Related Territory as follows:

Territory 1	Territory 2
Effective Beginning Month 7 Following the Original Opening Date.	Effective Beginning Month 13 Following the Original Opening Date.

3. **LOCAL MARKETING REQUIREMENTS**. The Local Marketing Requirement under Section 10.4 of the Franchise Agreement will phase in by Related Territory as follows:

Territory 1	**Territory 2**
Effective as of the Agreement Date.	Effective Beginning Month 13 Following the Agreement Date.

If Franchisee defaults on the obligations to (i) continuously operate the Franchised Business in all Related Territories, (ii) comply with the Local Marketing Requirement spend, or (iii) submit receipts or other documentation required by Franchisor to substantiate the required Local Marketing spend in each Related Territory, then Franchisee will be required to pay the Local Marketing Requirement fees for the Related Territories directly to Franchisor.

4. **MISCELLANEOUS**. This Addendum will be binding upon and inure to the benefit of each party. Any terms not defined in this Addendum will have the meaning given to the terms in the Franchise Agreement.

5. **NO FURTHER CHANGES.** Except as specifically provided in this Addendum, all of the terms, conditions and provisions of the Franchise Agreement will remain in full force and effect as originally written and signed.

IN WITNESS WHEREOF, Franchisor and Franchisee have duly executed this Addendum as of the date first above written.

FRANCHISOR: **JUNKLUGGERS FRANCHISING SPE LLC**	**FRANCHISEE:**
By:____________________ Print Name:________________ Title:___________________ Date:___________________	By:____________________ Print Name:________________ Title:___________________ Date:___________________

APPENDIX B-2 TO FRANCHISE AGREEMENT

JUNKLUGGERS®

MULTI-TERRITORY ADDENDUM TO FRANCHISE AGREEMENT – (FOR THE PURCHASE OF THREE TERRITORIES)

[THIS FORM MAY NOT APPLY TO YOU; APPLICABILITY OF THIS FORM IS DETERMINED BY FRANCHISOR.]

THIS ADDENDUM is attached to and entered into contemporaneously with the Junkluggers® Franchise Agreement ("**Franchise Agreement**") between Junkluggers Franchising SPE LLC ("**we**," "**us**," "**our**" or "**Franchisor**") and ___________________ ("**you**," "**your**" or "**Franchisee**") dated as of ________________________ ("**Effective Date**").

Franchisor and Franchisee are entering into three (3) Franchise Agreements simultaneously for territories to be operated by Franchisee, as follows (the "Related Territories"):

Territory 1 - ______________________[Franchise ID]

Territory 2 - ______________________[Franchise ID]

Territory 3 - ______________________[Franchise ID]

In recognition of the multi-territory commitment entered into simultaneously as of the Effective Date, Franchisor and Franchisee agree to modify certain terms of the Franchise Agreements for the Related Territories as set forth in this Addendum.

Franchisor and Franchisee agree as follows:

1. **MINIMUM PERFORMANCE REQUIREMENTS.** The Minimum Performance Requirements under Section 6.19 of the Franchise Agreement will phase in by Related Territory as follows:

Territory 1	**Territory 2**	**Territory 3**
Effective Beginning Month 7 Following the Original Opening Date.	Effective Beginning Month 13 Following the Original Opening Date.	Effective Beginning Month 19 Following the Original Opening Date.

2. **ANNUAL MINIMUM ROYALTY FEE.** The Annual Minimum Royalty Fee under Section 7.2 of the Franchise Agreement will phase in by Related Territory as follows:

Territory 1	**Territory 2**	**Territory 3**
Effective Beginning Month 7 Following the Original Opening Date.	Effective Beginning Month 13 Following the Original Opening Date.	Effective Beginning Month 19 Following the Original Opening Date.

3. **LOCAL MARKETING REQUIREMENTS**. The Local Marketing Requirement under Section 10.4 of the Franchise Agreement will phase in by Related Territory as follows:

Territory 1	**Territory 2**	**Territory 3**
Effective as of the Agreement Date.	Effective Beginning Month 13 Following the Original Opening Date.	Effective Beginning Month 19 Following the Original Opening Date.

If Franchisee defaults on the obligations to (i) continuously operate the Franchised Business in all Related Territories, (ii) comply with the Local Marketing Requirement spend, or (iii) submit receipts or other documentation required by Franchisor to substantiate the required Local Marketing spend in each Related Territory, then Franchisee will be required to pay the Local Marketing Requirement fees for the Related Territories directly to Franchisor.

4. **MISCELLANEOUS**. This Addendum will be binding upon and inure to the benefit of each party. Any terms not defined in this Addendum will have the meaning given to the terms in the Franchise Agreement.

5. **NO FURTHER CHANGES.** Except as specifically provided in this Addendum, all of the terms, conditions and provisions of the Franchise Agreement will remain in full force and effect as originally written and signed.

IN WITNESS WHEREOF, Franchisor and Franchisee have duly executed this Addendum as of the date first above written.

FRANCHISOR: **JUNKLUGGERS FRANCHISING SPE LLC**	**FRANCHISEE:**
By:______________________ Print Name:________________ Title:____________________ Date:____________________	By:______________________ Print Name:________________ Title:____________________ Date:____________________

APPENDIX B-3 TO FRANCHISE AGREEMENT

JUNKLUGGERS®

REMIX SERVICES ADDENDUM TO FRANCHISE AGREEMENT

This Remix Services Addendum (the "**Addendum**") is entered into by JUNKLUGGERS FRANCHISING SPE LLC ("**Franchisor**") and ___________________________ ("**Franchisee**" "**You**" or "**Your**") on the date signed by Franchisor (the "**Effective Date**").

BACKGROUND

This Addendum amends and supplements the Junkluggers Franchise Agreement dated ______________ between Franchisor and Franchisee for the Territory known as [ ] (the "**Franchise Agreement**").

NOW THEREFORE, in consideration of the mutual agreements, covenants and promises set forth herein and for mutual consideration, the Franchisor and Franchisee agree as follows:

AGREEMENT

1. **Definitions.** Capitalized terms used but not defined in this Addendum have the same meaning defined in the Franchise Agreement.

2. **Remix Services**. Franchisor hereby authorizes Franchisee to offer, sell and provide in the Territory, and Franchisee hereby agrees to offer, sell and provide, Remix Services in accordance with the terms and conditions of the Franchise Agreement, this Addendum, the Manuals and applicable law (the "**Remix Business**"). For purposes of this Addendum, "Remix Services" shall mean sales of second-hand furniture and household items under Franchisor's designated marks, currently, "Remix Market", as well as sales of other goods and services as designated or approved by Franchisor in the Manuals.

3. **Remix Business Operations**. Notwithstanding anything contrary set forth in the Franchise Agreement, the parties hereby agree as follows:

   a. **Remix Business Format**. Franchisee may operate the Remix Business virtually, through one or more pop-up locations within the Territory, or from a leased-premises or purchased real estate located within the Territory that meets Franchisor's site selection criteria and that has been approved in advance by Franchisor (the "**Approved Remix Location**"). Franchisee must comply with Franchisor's designated requirements and specifications, as set forth in the Manuals or other written communications, in connection with the operation of the Remix Business, regardless of the format in which the business is operated. If Franchisee elects to operate the Remix Business virtually or through one or more pop-up locations, Franchisee may later operate from the Approved Remix Location, provided that Franchisee first secures Franchisor's prior written approval and complies with the terms and conditions set forth in this Addendum, including paragraph 3(b) below.

   b. **Approved Remix Location Conditions and Requirements.** If Franchisee elects or is required by applicable law or zoning restrictions to operate the Remix Business from a leased-premises or purchased real estate separate from the Approved Location under the Franchise Agreement, Franchisee must comply with the site selection, construction and build-out provisions set forth in the Franchise Agreement. Franchisee may not relocate the Remix Business at any time during the initial term to any location other than the Approved Remix Location without Franchisor's prior written consent, which Franchisor will not unreasonably withhold, provided Franchisee secures an alternate location for the Remix Business within the Territory.

c. **Remix Training Requirements.** Prior to offering, selling, or providing Remix Services, and again prior to opening a Remix Business at the Approved Location (if applicable), Franchisee must attend and complete to Franchisor's satisfaction, initial training for the Remix Business, which training may be provided, at Franchisor's option, entirely virtually through the method designated by Franchisor.

d. **Remix Technology Systems.** In accordance with the terms of the Franchise Agreement and in connection with the operation of the Remix Business and the offer, sale and provision of Remix Services, Franchisee is required to use the designated software systems (the "**Remix Technology Systems**") Franchisor designates in the Manuals or through other written communications at all times during the term. Franchisee must pay Franchisor (and/or Franchisor's designee, as designated by Franchisor) a technology fee for the Remix Technology Systems (the "**Remix Technology Fee**") which is separate from and in addition to the Technology Fee under the Franchise Agreement.

e. **Call Center Does Not Apply.** The duties of Franchisor and obligations of Franchisee with respect to the Call Center as set forth in Section 6.6 and the Brand Appendix to the Franchise Agreement do not apply to the Remix Business.

4. **Licenses and Permits**. Prior to offering, selling or providing the Remix Services, Franchisee must obtain (and thereafter maintain throughout the term of the Franchise Agreement) all required licenses, permits and approvals to establish, open and operate the Remix Business at the Approved Remix Location (if applicable) and within the Territory, including, without limitation, all licenses and permits required under Sections 6.26 and 8.12 of the Franchise Agreement for the Remix Services and any related charitable donations and/or consignment activities.

5. **Charitable Donations.** Franchisee must: (i) select a charitable organization that meets the guidelines set forth in the Brand Standards Manual ("**Franchisee's Charitable Organization**"); and (ii) contribute not less than one percent (1%) of Franchisee's Remix Gross Revenue to the approved charity on the recurring basis designated by Franchisor (the "**Remix Charitable Donation**"). Franchisee shall track and report its Remix Charitable Donations to Franchisor as set forth in the Brand Standards Manual.

6. **Remix Royalty Fee; Remix Gross Revenue**.

a. Except as provided in Section 6.b below, Franchisee will pay Franchisor the Royalty Fee stated in the Franchise Agreement with respect to Remix Gross Revenue. "**Remix Gross Revenue**" is defined as all Gross Revenue derived from Franchisee's performance of the Remix Services. Franchisee shall pay the Remix Royalty Fee at the same time and in the same manner that Franchisee pays the Royalty Fee.

b. Notwithstanding Section 6.a above, the initial Remix Royalty Fee will be as follows:

Time Period	**Remix Royalty Fee**
April 1, 2023 to December 31, 2023	3% of Remix Gross Revenue
January 1, 2024 to December 31, 2024	5% of Remix Gross Revenue
January 1, 2025 through remainder of term	7% of Remix Gross Revenue

7. **Brand Fund Fee**. In addition to the Remix Royalty Fee, Franchisee will make a weekly contribution equal to one percent (1%) of Remix Gross Revenue to the Remix Brand Fund to cover costs outlined in the Brand Fund provision of the Franchise Agreement. Franchisor may increase the Remix Brand Fund Fee to a maximum of two percent (2%) of Remix Gross Revenue during the initial term, effective upon thirty (30) days written notice to Franchisee.

8. **Local Marketing**. We have the right to establish a local marketing requirement specific to the Remix Business (the "**Remix Local Marketing Requirement**") in an amount not to exceed the Local Marketing Requirement for Junk Removal Services in the Brand Appendix. If established, the Remix Local Marketing Requirement will be separate from and in addition to the Local Marketing Requirement.

9. **Reporting**. Franchisee must provide to Franchisor all reports and information Franchisor requests in connection with the Remix Services ("**Remix Reports**"), including, without limitation, Remix Gross Revenue reports, balance sheet and profit and loss statements, and tax returns. Franchisee must provide the Remix Reports in the format and manner designated by Franchisor. Franchisee must provide Franchisor with independent, unrestricted, remote access to Franchisee's records and reports, including access through one or more components of the Remix Technology Systems. If Franchisee fails to comply with the reporting requirements set forth in this Section, and such failure is not cured within thirty (30) days of Franchisee's receipt of a written notice of default from Franchisor, Franchisor will have the right to immediately terminate the Franchise Agreement, effective on notice to Franchisee.

10. **Franchise Agreement Compliance**. The Remix Business is part of the Franchised Business and therefore subject to all applicable terms of the Franchise Agreement. Without limiting the foregoing, Franchisee agrees that the operation of the Remix Business, including via approved online/ecommerce channels, and use of the Remix Market marks are subject to the website restrictions set forth in the Franchise Agreement. The addition of the Remix Services pursuant to this Addendum does not in any way limit, alter or restrict Franchisor's right to add, remove or change the services and products designated as part of Franchisor's System via changes to the Manuals or as otherwise permitted pursuant to the terms of the Franchise Agreement.

11. **Term.** This Addendum will expire automatically on the date of termination, expiration, or non-renewal of the Franchise Agreement.

12. **Entire Agreement.** The Franchise Agreement and this Addendum constitute the entire, full, and complete agreement between the parties with respect to the offer, sale and provision of the Remix Services as part of the Franchised Business, and they supersede any and all prior agreements specific to the offer, sale and provision of Remix Services by Franchisee. In the event of a conflict between the terms of the Franchise Agreement and this Addendum, the terms of this Addendum shall control. Except as amended and supplemented by this Addendum, the terms and conditions of the Franchise Agreement are hereby ratified and confirmed, including the provisions related to governing law, attorneys' fees and costs, venue and dispute resolution, all of which will also apply to any claims, causes of action or disputes arising out of or related to this Addendum.

[***signature page follows***]

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have duly executed and delivered this Addendum on the date first written above.

FRANCHISOR: **JUNKLUGGERS FRANCHISING SPE LLC**	**FRANCHISEE:**
By:_____________________________________ Print Name:______________________________ Title:___________________________________ Date:___________________________________	By:_____________________________________ Print Name:______________________________ Title:___________________________________ Date:___________________________________

APPENDIX C TO FRANCHISE AGREEMENT

CONFIDENTIALITY AND NON-COMPETE AGREEMENT

______[name of Franchisee]___ (**"Franchisee"**) has entered into a Franchise Agreement (the **"Franchise Agreement"**) with Junkluggers Franchising SPE LLC (**"Franchisor"**). Under the Franchise Agreement, Franchisor can require certain individuals affiliated with the Franchisee to bind themselves personally to the confidentiality obligations and restrictions on competition in the Franchise Agreement. You agree as follows:

1. You are signing this Agreement for the benefit of both Franchisee and Franchisor, as a condition of your employment by, ownership interest in, or other role with Franchisee. Franchisor has the right to enforce this Agreement directly against you.

2. You will or might gain access to Confidential Information (as defined in the Franchise Agreement) as a result of your role with Franchisee. You agree that you will: (a) not use the Confidential Information in any other business or capacity; (b) use your best efforts to maintain the confidentiality of the Confidential Information; and (c) not make unauthorized copies of any Confidential Information. If your relationship with Franchisee ends, these obligations continue, but you are required to return to Franchisor any materials in your possession or control that contain Confidential Information.

3. While the Franchise Agreement is in effect and you continue in your role with Franchisee, you will not, directly or indirectly (such as through an affiliate or a family member) own, operate, engage in, be employed by, provide assistance to, or have any economic interest in any Competing Business. **"Competing Business"** has the same meaning as set forth in the Brand Appendix to the Franchise Agreement.

4. For two (2) years after (i) your relationship with Franchisee ends; (ii) the expiration or termination of the Franchise Agreement; or (iii) the approved transfer of the Franchise Agreement to a new franchisee, whichever comes first, you will not, without Franchisor's consent (which Franchisor may withhold at its discretion) either directly or indirectly (such as through an affiliate or a family member) own, operate, engage in, be employed by, provide assistance to, or have any economic interest in any Competing Business that is located in or serves customers within (i) the Territory defined in the Franchise Agreement, (ii) forty (40) miles of the Territory, (iii) any zip code where Franchisee's Franchised Business served customers while the Franchise Agreement was in effect, (iv) the territory of any other then-existing Franchised Businesses plus the area formed by extending the boundaries of that territory ten (10) miles in all directions, or (v) the territory serviced by any business operated by Franchisor, its affiliates or their licensees under the Marks plus the area formed by extending the boundaries of that territory ten (10) miles in all directions. The time period above will be tolled for any period of time during which you are in breach of this section and will resume only when you begin or resume compliance.

5. You represent that enforcement of the restrictions contained in Paragraphs 3 and 4 will not deprive you of the ability to earn a living. If a court rules that any of these restrictions is unenforceable by virtue of its scope or in terms of geographic area, type of business activity prohibited, and/or length of time, you agree to comply with any lesser restriction deemed enforceable by the court. If Franchisor or Franchisee initiates a legal proceeding to enforce this Agreement and prevails in the proceeding, you agree to reimburse Franchisor or Franchisee for its enforcement costs and expenses, including attorneys' fees.

FRANCHISEE	**YOU**
______________________________	______________________________

APPENDIX D TO FRANCHISE AGREEMENT

TELEPHONE NUMBER AND INTERNET AGREEMENT

____
(Name of Telephone Company)

____
(Address)

____
(City, State, Zip)

____
(Office Telephone Number(s))

This TELEPHONE NUMBER AND INTERNET AGREEMENT, ASSIGNMENT AND POWER OF ATTORNEY ("Assignment") is made pursuant to the terms of the Franchise Agreement dated ______________________("**Agreement**") by and between Junkluggers Franchising SPE LLC ("**Franchisor**") and ______________________________ ("**Franchisee**"), authorizing Franchisee to use Franchisor's Marks and System in the operation of a business (the "Franchised Business") in and for the Territory. Capitalized terms used herein without a definition shall have the meaning assigned to them in the Agreement.

For value received, Franchisee hereby irrevocably assigns to Franchisor all telephone listings and numbers at any time used by Franchisee in any printed or internet telephone directory in connection with the operation of the Franchised Business, whether now-existing or adopted by Franchisee in the future (collectively "**Telephone Listings**") and all email addresses, domain names, social media accounts and comparable electronic identities that use the Marks or any portion of them at any time used by Franchisee in connection with any Internet directory, website or similar item in connection with the operation of the Franchised Business, whether now-existing or adopted by Franchisee in the future (collectively "**Internet Listings**") (collectively referred to herein as "**Listings**"). From time to time upon Franchisor's request, Franchisee agrees to promptly provide a complete list of all Listings to Franchisor (in such format and level of detail as required by Franchisor).

Franchisee shall have the right to use the Listings only in connection with advertising the Franchised Business in the Territory. Franchisee agrees to pay all amounts pertaining to the use of the Listings incurred by it when due. Upon expiration or termination of the Agreement for any reason, Franchisee's right of use of the Listings shall terminate. In the event of termination or expiration of the Agreement, Franchisee agrees to pay all amounts owed in connection with the Listings, including all sums owed under existing contracts for telephone directory advertising and to immediately, at Franchisor's request, (i) take any other action as may be necessary to transfer the Listings and numbers to Franchisor or Franchisor's designated agent, (ii) install and maintain, at Franchisee's sole expense, an intercept message, in a form and manner acceptable to Franchisor, on any or all of the Listings; (iii) disconnect the Listings; and/or (iv) cooperate with Franchisor or its designated agent in the removal or relisting of any telephone directory or directory assistance listing, Internet directory, website or advertising, whether published or online.

Franchisee agrees that Franchisor may require that all telephone numbers and telephone and internet equipment and service must be owned or provided by Franchisor or a supplier approved by Franchisor and that Franchisor has the right to require Franchisee to “port” or transfer to Franchisor or an approved call routing and tracking vendor all phone numbers associated with the Franchised Business or published in any print or online directory, advertisement, marketing or promotion associated with the Marks.

Franchisee appoints Franchisor as Franchisee’s attorney-in-fact, to act in Franchisee’s place, for the purpose of assigning any Listings to Franchisor or Franchisor’s designated agent or taking any other actions required of Franchisee under this Assignment. Franchisee grants Franchisor full authority to act in any manner proper or necessary to the exercise of the foregoing powers, including full power of substitution and execution or completion of any documents required or requested by any telephone or other company to transfer such Listings, and Franchisee ratifies every act that Franchisor may lawfully perform in exercising those powers. This power of attorney shall be effective for a period of two (2) years from the date of expiration, cancellation or termination of Franchisee’s rights under the Agreement for any reason. Franchisee intends that this power of attorney be coupled with an interest. Franchisee declares this power of attorney to be irrevocable and renounces all rights to revoke it or to appoint another person to perform the acts referred to in this instrument. This power of attorney shall not be affected by the subsequent incapacity of Franchisee. This power of attorney is created to secure performance of a duty to Franchisor and is for consideration.

FRANCHISEE:

____
[Individual Name]

____, individually

____
Date

INSTRUCTIONS TO FRANCHISEE: YOU MUST PROVIDE ACTIVE ACCOUNT INFORMATION AT THE TIME OF SIGNING THE FRANCHISE AGREEMENT. IF YOU DO NOT YET HAVE A BUSINESS ACCOUNT FOR THE FRANCHISE, YOU MUST PROVIDE A PERSONAL ACCOUNT FOR US TO USE UNTIL YOU HAVE A BUSINESS ACCOUNT. YOU CAN CHANGE THE DESIGNATED ACCOUNT AT ANY TIME BY PROVIDING A NEW AUTHORIZATION FORM.

APPENDIX E TO FRANCHISE AGREEMENT

ELECTRONIC FUND TRANSFER AUTHORIZATION FORM

Payee: Junkluggers Franchising SPE
LLC ("**Franchisor**")

____
Account Number

____
ABA Routing #

____
Bank Name (Please Print)

____
Address

The undersigned hereby authorizes Franchisor to initiate debit entries by either electronic or paper means to the undersigned's account indicated above at the Bank indicated above (the "**Bank**"), and authorizes the Bank to debit the same to such account and to make payment to Franchisor, or its assigns, at 7120 Samuel Morse Drive, Suite 300, Columbia, MD 21046, or such other address as may be designated by Franchisor. The undersigned agrees that in making payment for such charges, the Bank's rights shall be the same as if each were a charge made and signed personally by the undersigned. The Bank shall have no obligation regarding the calculation or verification of the amount of any such payments.

This authority shall remain in full force and effect until Franchisor and the Bank have received a minimum of ninety (90) days' advance written notice from the undersigned of the termination of authority granted herein. Until the Bank actually receives such notice, the undersigned agrees that the Bank shall be fully protected in paying any amounts pursuant to this authority. The undersigned further agrees that if any such payments are not made, whether with or without cause, and whether intentionally or inadvertently, the Bank shall be under no liability whatsoever to the undersigned.

____
Printed Name of Franchisee (Individual or Business Entity)

____
Signature of Franchisee (and Title, if signing on behalf of a Business Entity)

Date Signed:____

APPENDIX F TO FRANCHISE AGREEMENT

NATIONAL ACCOUNT SERVICE LEVEL AGREEMENT

JUNKLUGGERS NATIONAL ACCOUNT SERVICE LEVEL AGREEMENT

This National Account Service Level Agreement (the "**Service Level Agreement**" or this "**Agreement**") is made and entered into on __________ (the "**Effective Date**"), by and between: (i) Junkluggers Franchising SPE LLC, a Delaware limited liability company ("**Franchisor**"); and (ii) ______________________("**Franchisee**").

AGREEMENT INTENT

The existence of multiple franchisees in the Junkluggers® franchise system (the "**System**") creates an opportunity for the Franchisor to enter into agreements with other third-party entities that have multiple locations of its business in more than one territory in the System (each a "**National Account**") to the benefit of participating franchisees. It is important that we as a System, both Franchisee and Franchisor, work together to ensure the success and effectiveness of the National Accounts Program (the "**Program**"). The Franchisor has heavily invested in this Program to generate further incremental revenue for the System and will use commercially reasonable efforts to do what is in the best interest of the System, as a whole through our actions and our operations. This will require unity across the System, that all reasonable National Account requests are being handled in a timely and effective manner, and that there is accountability amongst the Franchisor and Franchisee for the overall success of the Program.

BACKGROUND

Franchisor and Franchisee are parties to one or more Junkluggers Franchising SPE LLC franchise agreement(s) (collectively, the "**Franchise Agreement**"), pursuant to which Franchisee obtained the right, and undertook the obligation, to operate one or more Franchised Businesses in the Territory designated in Appendix A to the Franchise Agreement. Franchisor wishes to permit Franchisee to provide, and Franchisee wishes to provide, the Approved Services ("**Services**") to National Account customers subject to, and conditioned upon, Franchisee's compliance with the terms and conditions of this Service Level Agreement and the Franchise Agreement. This Agreement does not in any way replace or change the terms and conditions set forth in the Franchise Agreement.

AGREEMENT

The parties agree to the following terms and conditions:

1. **Background; Definitions.** The parties agree that: (i) the Background portion of this Service Level Agreement, including all definitions contained therein, is hereby incorporated by reference as if fully set forth herein; and (ii) any capitalized terms in this Agreement that are not specifically defined herein will be afforded the same definitions they are afforded in the Franchise Agreement.

2. **National Account Agreement Terms**. Franchisor may enter into National Account Agreements with any terms it determines, including, without limitation:

a. The establishment of fixed pricing or pricing models unique to the National Account.

b. The provision of pricing discounts to the National Account, whether or not based upon volume.

c. The provision of service levels or standards unique to the National Account including, but not limited to, the requirement to provide service within required time periods, the provision of regularly scheduled service, or the use of specialized equipment or vehicles.

d. The provision of centralized billing for the National Account through Franchisor or its Affiliates.

e. Some accounts may request higher levels of insurance, and the Franchisee will be responsible to obtain and maintain insurance coverage sufficient to meet the requirements of the applicable National Account Agreement in order to service such accounts. Any account that requires additional insurance will be discussed with the National account committee on a case-by-case basis.

f. The requirement that Franchisee comply with additional terms of service required by the National Account including, but not limited to, same day or next day bookings, employee training, reporting, invoicing procedures, and any other agreed upon standard operating procedures in place.

g. The requirement that all certificates of insurance that need to be submitted by National Accounts Coordinators to client specification will be processed and returned back within two (2) business days of initial request from the National Accounts team; unless an expedited time frame has been communicated in writing by the National Accounts team, which will override the two (2) business days requirement.

h. The requirement that Franchisee respond to National Accounts communication and needed actions in a prompt manner and within timelines required by the National Account.

3. **National Accounts Incentives.** The Franchisor may enter into National Account Agreements for Services to be provided within or outside of the Territory and, at times, may agree to offer the National Account an incentive, including, but not limited to, a rebate, referral, discount, or success fee (collectively, the "**Incentive**") in order to secure a business relationship with the National Account. Payment of such Incentive shall be made in accordance with the terms negotiated between the Franchisor and the National Account. In some cases, the Franchisee will pay the Incentive directly to the National Account and in other cases, the Franchisor will pay the Incentive directly to the National Account. If Franchisor is responsible for paying the Incentive, Franchisee agrees to reimburse Franchisor for the full cost of the Incentive in the form and manner designated by the Franchisor, which may include, among other methods of payment, EFT payments. Payment shall be due immediately upon request or on a schedule designated by the Franchisor. The target for incentives will not exceed 12.5% of the gross collected fee. Any higher-level incentives will be reviewed with the National Accounts committee for feedback regarding feasibility and profitability.

4. **National Account Participation.** Franchisee acknowledges and agrees to the following:

a. Franchisee is eligible to participate in the Program if the following qualifications are met: (i) Franchisee is in compliance with the terms of all agreements entered into with Franchisor, including, but not limited to, this Service Level Agreement and the Franchise Agreement; (ii) Franchisee has submitted to Franchisor all required documents, which includes, but is not limited to, proof of insurance, a W-9 form, EIN notice, and other documentation requested by Franchisor; and (iii) Franchisee has satisfied any additional training requirements designated by Franchisor as a condition of participation in the National Accounts Program.

b. Franchisee will provide Services according to the procedures and policies set forth in each National Accounts Standard Operating Procedure. Franchisee will service all National Accounts designated by Franchisor pursuant to the terms and conditions of this Agreement and the applicable National Accounts Agreement. Franchisee acknowledges and agrees that: (i) Franchisee will service all the National Accounts designated by Franchisor within the Territory; and (ii) Franchisee will not fail to provide or refuse to provide Services to any such National Accounts.

c. Franchisor may withhold partial or complete payment from Franchisee, and pursue any other available remedy, for any National Account jobs in the event Franchisee fails to comply with the terms of the National Account Agreement and does not cure or remedy such failure in a way that results in either: (i) partial or non- payment by the National Account; or (ii) Franchisor incurring a cost to remedy such failure. In such a case, Franchisee shall be required to reimburse Franchisor for the full cost to remedy such failure and Franchisee acknowledges and agrees to pay this cost.

d. **Non-Payment for Services Performed:** If any non-payment to Franchisor by a National Account for Services performed by Franchisee is a result of Franchisee's, or its employees' or agents', that are wrongful or negligent acts of Franchisee(s), Franchisor will have no liability to make any payment to Franchisee related to such Services and Franchisor may exercise remedies for such failure, pursuant to this Agreement or the Franchise Agreement

e. Franchisor will use all commercially reasonable efforts to ensure Franchisee is paid for services performed.

5. **Term**. The "Term" of this Service Level Agreement will commence on the Effective Date and shall continue until the earlier of: (i) May 1st of the year following the Effective Date; and (ii) the expiration or termination of the Franchise Agreement, or the earlier termination of this Service Level Agreement. This Service Level Agreement will automatically renew for successive twelve (12) month periods unless Franchisor notifies Franchisee of the non-renewal of this Agreement not later than thirty (30) days prior to the expiration of the then-current term.

6. **Early Withdrawal, Suspension or Termination**. The parties acknowledge and agree to the following:

a. Franchisee may elect to withdraw from the Program upon thirty (30) days' written notice to Franchisor. Franchisee acknowledges that withdrawal from the Program will result in Franchisee being precluded from servicing any and all National Accounts.

b. Franchisor may suspend or terminate Franchisee from the Program in whole or in part, effective immediately upon notice to Franchisee, upon occurrence of any of the following:

i. If Franchisee fails to meet the eligibility requirements of a National Account, as set forth in Section 4.a. of this Agreement;

ii. if Franchisee fails to service any National Account strictly in accordance with the terms of the National Account Agreement, this Service Level Agreement, and/or the Franchise Agreement;

iii. if Franchisee commits a default under this Agreement or the Franchise Agreement at any time during the Term;

iv. if Franchisee fails to comply with the service obligations in the Franchise Agreement to any of Franchisee's customers, whether a National Account or otherwise; and/or

v. if Franchisee commits a default under the Franchise Agreement and fails to cure such default before the expiration of all applicable notice and cure periods set forth in the Franchise Agreement.

c. If, at any time, Franchisee's participation in the Program is suspended, terminated, expired, revoked, Franchisee elects to withdraw from the Program, or does not at any time comply with the above

Agreement or Participation terms, Franchisor may service the National Accounts directly, or license or permit a third party, including another franchisee, to service the National Accounts, including within the Territory, without any liability or compensation to Franchisee.

7. **Opt-Out.** In the event Franchisee either (i) checks the OPT-OUT section at the end of this Agreement; or (ii) does not sign this Agreement and return the signed copy to Franchisor within thirty (30) days of the Effective Date, Franchisee shall be deemed to have opted-out of the Program. In the event that a Franchisee opts-out of the Program, Franchisee may send a written request to participate in the Program to Franchisor at a later date, and Franchisor, at its sole discretion, may offer Franchisee the right to participate in the Program, subject to Franchisor's then-current terms and conditions. In the event Franchisor grants Franchisee's request to participate in the Program at a later date, Franchisee shall execute the then- current form of Service Level Agreement.

8. **Reinstatement.** In the event that Franchisor suspends or terminates Franchisee's participation in the Program or Franchisee's right to service one or more National Accounts, Franchisee may send a written request to Franchisor for reinstatement to the Program or for authorization to service one or more National Accounts. Franchisor, at its sole discretion, may reinstate Franchisee's right to participate in the Program or service one or more National Accounts provided that Franchisee provides proof, that is deemed sufficient by Franchisor, indicating that the reason for Franchisee's suspension or termination has been fully cured.

10. **Confidentiality**. Franchisee shall not reveal or disclose (or permit others to reveal or disclose) to any other person, firm, corporation, or entity now or at any time in the future (unless Franchisor provides its prior written consent) (a) the terms of this Agreement; or (b) the amount of any National Accounts Services Fees; provided, however, that Franchisee may disclose the terms of this Agreement to its auditors, accountants, tax advisors and/or legal counsel only to the extent required for professional advice from those sources. Any breach of this Section by Franchisee will result in immediate disqualification from the National Accounts Program and, at Franchisor's option, termination of this Agreement and/or the Franchise Agreement.

PLEASE CHECK ONLY ONE BOX BELOW

☐ By checking this box, Franchisee **AGREES TO PARTICIPATE in the National Accounts Program** and the parties acknowledge and agree to the terms and conditions stated within this Agreement. If this Agreement is not signed by Franchisee and returned to Franchisor within thirty (30) days of the Effective Date, Franchisee will be deemed to have opted-out of participation in the Program.

☐ **OPT-OUT:** By checking this box, Franchisee **CHOOSES NOT TO PARTICIPATE in the National Accounts Program** and hereby acknowledges and accepts that Franchisor reserves the right to solicit or permit other franchisees or third parties designated by Franchisor to solicit customers located anywhere in the Territory in order to develop them as National Accounts.

[***signature page follows***]

FRANCHISOR: **JUNKLUGGERS FRANCHISING SPE LLC**	**FRANCHISEE:**
By:______________________________________ Print Name:________________________________ Title:______________________________________ Date:______________________________________	By:______________________________________ Print Name:________________________________ Title:______________________________________ Date:______________________________________

EXHIBIT B

PROMISSORY NOTE, GUARANTY AND SECURITY AGREEMENT

PROMISSORY NOTE

[FRANCHISE ID]

Principal Amount: $______________________

Effective Date:___________________________

1. **Principal Amount.** For value received, the undersigned ("**Maker**") hereby unconditionally promises to pay to the order of Junkluggers Franchising SPE LLC, a Delaware limited liability company, with its principal offices located at 7120 Samuel Morse Drive, Suite 300, Columbia, Maryland 21046 ("**Holder**"), in lawful money of the United States of America, the amount of ________________________ ______ and 00/100 Dollars ($__________) ("**Principal Amount**") together with interest as set forth in Section 2.C. The Principal Amount represents a portion the Franchise Fee owed to Holder in connection with a Junkluggers Franchising SPE LLC Franchise Agreement dated as of _______________ ("**Franchise Agreement**").

2. **Payment Related Terms.**

A. **Payment.** Maker shall pay the Principal Amount and Interest Amount to Holder in ( ) equal weekly installments due as designated by Holder each week in the amount of__________and ____ /100 Dollars ($_____) commencing on _____________________and with the final payment in the amount of __________________________________and /100 Dollars ($________) due on____________________. The attached amortization schedule reflects the payment schedule and is incorporated into this Note.

B. **Payment Arrangements.** Unless otherwise designated in writing by Holder, the payment required by Section 2.A. shall be made to Holder by electronic funds transfer in accordance with the terms of the Electronic Funds Transfer Agreement attached to the Franchise Agreement as an appendix. Maker shall be responsible for all costs and expenses incurred by Maker and Holder in connection with the electronic funds transfer.

C. **Interest**

(i) Interest at a rate of 12% per annum shall begin to accrue on the outstanding amounts due as of the above Effective Date. Interest shall be calculated on the basis of a year of three hundred and sixty-five (365) days and charged for the actual number of days elapsed. Interest on the indebtedness evidenced by this Note shall in no event exceed the maximum amount permissible under applicable law ("**Maximum Rate**").

(ii) After the occurrence of a Default, this Note shall bear interest, payable on demand, at a rate equal to 18% per annum, until paid, but not to exceed the Maximum Rate whether before or after the entry of judgment hereon. Interest shall be calculated on the basis of a year of 365 days and charged for the actual number of days elapsed. Following a permitted cure or waiver of Default, this Note shall cease to bear interest under this Section C(ii) and resume interest under Section C(i) above. This provision does not constitute a waiver of any Default or an agreement by the Holder to permit any late payments.

(iii) If, at any time, the interest to be paid by Maker would exceed the Maximum Rate, the interest to be paid shall be reduced to the Maximum Rate, and Holder shall credit any payment in excess of the Maximum Rate to the Principal Amount or refund the excess to Maker. The terms and provisions of this paragraph shall control and supersede every other conflicting provision of this Note.

D. **Prepayment.** This Note may be prepaid at the option of Maker, in whole or in part, without penalty.

3. **Assignment.** This Note is personal to Maker and is not assignable by Maker. This Note is assignable by Holder without notice to or consent of Maker.

4. **Default.**

A. Any of the following events shall constitute an event of default ("**Default**"):

(i) Maker fails to pay any principal of or, if applicable, interest on this Note when the same shall become due, either by the terms hereof or by acceleration or otherwise; or

(ii) Maker or its affiliates or subsidiaries default on any agreement with Holder, or its affiliates or subsidiaries, including the Franchise Agreement.

B. Upon the occurrence of any Default, Holder may, at its option and in addition to any right, power or remedy permitted by law or equity, by written notice to Maker, declare the unpaid Principal Amount of this Note to be and the same shall thereupon be and become, forthwith due and payable in its entirety, together with, if applicable, accrued interest on that amount. A Default under this Note shall also constitute a Default under the Franchise Agreement. No waiver by Holder of any Default shall operate as a waiver of any other default or the same default on a future occasion.

5. **Waivers.** Maker hereby waives presentment and demand for payment, notice of non-payment, notice of dishonor, protest of dishonor, and notice of protest. All sums due under this Note shall be without relief from valuation and appraisement laws.

6. **Notices.** No notice, demand, request or other communication to Maker or Holder shall be binding unless the notice is in writing and pursuant to Section 21 of the Franchise Agreement.

7. **Enforcement.**

A. **Choice of Law.** This Note shall be governed by and construed in accordance with the laws of the State of Maryland.

B. **Choice of Forum.** Maker hereby submits to the personal jurisdiction of the state and federal courts located in Maryland, consents to venue in those courts, and agrees that Holder may, at Holder's option, enforce its rights under this Note in those courts.

C. **Reimbursement of Costs.** If Holder brings an action to enforce or collect this Note, the prevailing party in such proceeding shall be entitled to reimbursement of its costs and expenses, including, but not limited to, reasonable accountants', attorneys', attorneys' assistants' and expert witnesses' fees, cost of investigation and proof of facts, court costs, other litigation expenses and travel and living expenses, whether incurred prior to, in preparation for, in contemplation of, or subsequent to the filing of, any such proceeding. In any judicial proceeding, these costs and expenses shall be determined by the court and not by a jury. If Holder utilizes legal counsel (including in-house counsel employed by Holder or its affiliates) in connection with any failure by the undersigned to comply with this Note, Maker shall reimburse Holder for any of the above-listed costs and expenses incurred by it.

D. **Miscellaneous.** Maker acknowledges that its obligations under this Note are unconditional and separate from and independent of any other representations, warranties, commitments, agreements or understandings, whether oral or written, express or implied, between Maker and Holder. The liability of each entity or individual who is included as the "**Maker**" shall be joint and several.

E. **Severability**. If, but only to the extent that, any provision of this Note shall be invalid or unenforceable, then, such offending provision shall be deleted from this Note, but only to the extent necessary to preserve the validity and effectiveness of this Note to the fullest extent permitted by applicable law.

F. **Writing Required**. ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FOREBEAR FROM ENFORCING REPAYMENT OF A DEBT, INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT, ARE NOT ENFORCEABLE. TO PROTECT YOU (BORROWER) AND US (CREDITOR) FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS WE REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.

G. **Jury Trial Waiver. Maker waives, to the fullest extent permitted by applicable law, the right to a trial by jury in any action arising out of or relating to this Note or any Default under this Note.**

IN WITNESS WHEREOF, Maker has executed this Note as of the date below.

MAKER:

____

Print Name:______________________________

Date: ___________________________________

AMORTIZATION SCHEDULE
TO PROMISSORY NOTE

[insert amortization schedule]

GUARANTEE

In consideration of the willingness of Junkluggers Franchising SPE LLC ("**Holder**") to permit __________________________ ("**Maker**") to pay a portion of the Franchise Fee owed to Holder in connection with a Junkluggers Franchising SPE LLC Franchise Agreement and pursuant to the foregoing Promissory Note ("**Note**"), the undersigned_______________________________("**Guarantors**"), hereby personally and unconditionally: **(1)** guarantee to Holder and its successors and assigns that Maker shall punctually pay and perform each and every undertaking set forth in the Note; and **(2)** agree personally to be liable for Maker's Default under the Note.

Each Guarantor waives: **(a)** acceptance and notice of acceptance by Holder of the foregoing undertakings; **(b)** notice of demand for payment of any indebtedness or nonperformance of any obligations hereby guaranteed; **(c)** protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations hereby guaranteed; **(d)** any right he or she may have to require that an action be brought against Maker or any other person as a condition of liability; **(e)** all rights to payments and claims for reimbursement or subrogation which any Guarantor may have against Maker arising as a result of the execution of and performance under this Guarantee by any Guarantor; **(f)** any law or statute which requires that Holder make demand upon, assert claims against or collect from Maker or any others, foreclose any security interest, sell collateral, exhaust any remedies or take any other action against Maker or any others prior to making any demand upon, collecting from or taking any action against Guarantors with respect to this Guarantee; **(g)** any and all other notices and legal or equitable defenses to which he or she may be entitled; and **(h)** any and all right to have any legal action under this Guarantee decided by a jury.

Each Guarantor consents and agrees that: **(i)** his or her direct and immediate liability under this Guarantee shall be joint and several; **(ii)** he or she shall render any payment or performance required under the Note upon demand if Maker fails or refuses punctually to do so; **(iii)** such liability shall not be contingent or conditioned upon pursuit by Holder of any remedies against Maker or any other person; **(iv)** such liability shall not be diminished, relieved or otherwise affected by any amendment of the Note, any extension of time, credit or other indulgence which Holder may from time to time grant to Maker 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 Guarantee, which shall be continuing and irrevocable during the term of the Note and for so long thereafter as there are monies or obligations owing from Maker to Holder under the Note; and **(v)** monies received from any source by Holder for application toward payment of the obligations under the Note and under this Guarantee may be applied in any manner or order deemed appropriate by Holder.

If any of the following events occur, a default ("**Default**") under this Guarantee shall exist: **(a)** failure of timely payment or performance of the obligations under this Guarantee; **(b)** breach of any agreement or representation contained or referred to in this Guarantee; **(c)** the appointment of a guardian for, appointment of a receiver for, assignment for the benefit of creditors of, or the commencement of any insolvency or bankruptcy proceeding by or against, any Guarantor; and/or **(d)** the entry of any monetary judgment or the assessment against, the filing of any tax lien against, or the issuance of any writ of garnishment or attachment against any property of or debts due any Guarantor. If a Default occurs, the obligations of Guarantors shall be due immediately and payable without notice.

All notices, requests and approvals under this Guarantee shall be in writing and shall be deemed to have been properly given if and when personally delivered, or five (5) days after being sent by certified or registered mail, postage prepaid, return receipt requested, or thirty-six (36) hours after being sent by Federal Express or other overnight courier service providing delivery confirmation, to the address of the party set forth below or at such other address as any of the parties hereto from time to time may have designated by written notice to the other party.

IF TO GUARANTORS: ______________________________
____
____

IF TO HOLDER:
Junkluggers Franchising SPE LLC
7120 Samuel Morse Drive, Suite 300
Columbia, Maryland 21046

This Guarantee shall be governed by and construed in accordance with the laws of the State of Maryland. Each Guarantor hereby submits to the personal jurisdiction of the state and federal courts located in Maryland, consents to venue in those courts, and agrees that Holder may, at Holder's option, enforce its rights under this Guarantee in those courts. **Each Guarantor waives, to the fullest extent permitted by applicable law, the right to a trial by jury in any action arising out of or relating to this Guarantee or any Default under this Guarantee.**

If Holder brings an action to enforce this Guarantee in a judicial proceeding, the prevailing party in such proceeding shall be entitled to reimbursement of its costs and expenses, including, but not limited to, reasonable accountants', attorneys', attorneys' assistants' and expert witness fees, cost of investigation and proof of facts, court costs, other litigation expenses and travel and living expenses, whether incurred prior to, in preparation for or in contemplation of the filing of any such proceeding. In any judicial proceeding, these costs and expenses shall be determined by the court and not by a jury.

If Holder utilizes legal counsel (including in-house counsel employed by Holder or its affiliates) in connection with any failure by Guarantors to comply with this Guarantee, Guarantors shall reimburse Holder for any of the above-listed costs and expenses incurred by it.

This Guarantee is personal to the undersigned and is not assignable by Guarantors. This Guarantee is assignable by Holder.

If signed by more than one person or entity, the obligations hereunder shall be joint and several as to each signatory.

Guarantors acknowledge that their obligations under this Guarantee are unconditional and are separate from and independent of any other representations, warranties, commitments, agreements or understandings, whether oral or written, express or implied, between Guarantors and Holder, and that this Guarantee contains the entire agreement of Guarantors and Holder with respect to the subject matter of this Guarantee.

IN WITNESS WHEREOF, each of the undersigned has executed this Guarantee as of the date first above written:

GUARANTORS:

By:____________________________________ By:____________________________________

Print Name:______________________________ Print Name:______________________________

SECURITY AGREEMENT

THIS SECURITY AGREEMENT ("**Agreement**") is made and entered into as of ___________ __________________________, by and between _____________, a _______________ formed in ______ ____________________("**Debtor**"), and Junkluggers Franchising SPE LLC, a Delaware limited liability company ("**Secured Party**"), who agree as follows:

1. **Recitals**. This Agreement is made and entered into with reference to the following facts and circumstances:

A. Debtor and Secured Party entered into a Junkluggers Franchising SPE LLC Franchise Agreement ("**Franchise Agreement**") under which Debtor was required to pay Secured Party a "**Franchise Fee**";

B. Debtor and Secured Party entered into a Promissory Note ("**Note**") on the same date as this Security Agreement ("**Agreement**") under which Secured Party agreed to permit Debtor to pay a portion of the Franchise Fee on a payment plan;

C. Debtor is jointly and severally indebted to Secured Party in the principal amount of $_______________ as evidenced by the Note (the "**Indebtedness**"); and

D. As a material inducement for Secured Party's accepting the Note, Debtor has agreed to secure Debtor's performance under the provisions and conditions of the Note, the Franchise Agreement, and any other debts Debtor owes to Secured Party by granting to Secured Party a security interest in the collateral described in this Agreement.

2. **Grant of Security Interest**. As security for: (i) Debtor's timely and complete payment of all amounts owing under the Note, the Franchise Agreement, and of any other debts Debtor owes to Secured Party; and (ii) Debtor's performance of all of the covenants, obligations and agreements contained in the Note, the Franchise Agreement, this Agreement and all other instruments and documents pertaining to, evidencing or securing the Note, the Franchise Agreement or other debts Debtor owes to Secured Party (and as those instruments and documents may be amended from time to time), Debtor hereby grants, transfers, and assigns to Secured Party a continuing security interest in the following items, property and rights (collectively, "**Collateral**"):

A. All of the personal property of Debtor now and hereafter situated at, used in connection with, relating to or deriving from any Junkluggers Franchised Business (or its successor) pursuant to the Franchise Agreement or otherwise, including without limitation, at those certain premises which are described on Exhibit A, attached hereto and incorporated herein by this reference ("**Premises**"), and the businesses conducted at such Premises, including, without limitation, all present and after-acquired goods, accounts, documents, instruments, money, deposit accounts, chattel paper, inventory, equipment, supporting obligations, investment property, letter of credit rights, and general intangibles; and

B. Debtor's entire right, title and interest in and to all replacements, rents, profits, substitutions and (or) additions to or of those items referred to in subparagraph 2.A. above, and any proceeds arising from the sale and(or) other disposition of the same (including, without limitation, sums payable for loss under insurance covering the Collateral).

3. **Warranties; Protection of Collateral**. Debtor warrants that it is the owner of the Collateral free of all liens except the lien created hereby. Debtor agrees that it: (a) will properly maintain, repair and preserve the Collateral and insure the same against casualty loss by a policy of insurance covering such

risks and in such amount as the Secured Party may require, with loss payable to Secured Party and will furnish certificates acceptable to Secured Party; (b) will pay in timely fashion all taxes which may become a lien on the Collateral; (c) except with Secured Party's prior written consent, Debtor will make no sale, contract to sell, lease, encumbrance or other disposition of the Collateral nor change its physical location from the Premises above designated; (d) will use the Collateral lawfully and only within insurance coverage and not use the Collateral so as to cause or result in any waste, unreasonable deterioration or depreciation; (e) will permit Secured Party to enter on Debtor's property and to inspect the Collateral at any reasonable time; (f) will not, with the exception of sales of inventory in the ordinary course of business, remove the Collateral from the Premises without the consent of Secured Party except when reasonably necessary for repair or to replace obsolete or worn out items of Collateral; and (g) will execute any additional agreements, assignments or documents that may be deemed necessary or advisable by Secured Party to effectuate the purpose of this Agreement and the protection of the Collateral.

4. **Delivery and Perfection**. Debtor agrees to execute and deliver to Secured Party any other documents reasonably requested by Secured Party to create, maintain, perfect, or assure the priority of the security interest granted above. Debtor hereby appoints Secured Party as its agent and attorney-in-fact to execute and deliver documents and to take all other actions (to the extent permitted by law) in Debtor’s name and on Debtor’s behalf that Secured Party may deem necessary or advisable to create, maintain, perfect, assure the priority of, or foreclose its security interest in and lien on the Collateral. This appointment is coupled with an interest and is irrevocable as long as any of the Indebtedness remains outstanding.

5. **Default**. The following shall constitute a default by Debtor hereunder:

A. Any failure to comply with the provisions of the Franchise Agreement, this Agreement, or any other agreement with Secured Party, or to perform any covenant contained herein.

B. Any default by Debtor under the Note or any failure to pay when due any portion of the Indebtedness, including, without limitation, any interest payable thereunder.

C. Any loss, theft, substantial damage or destruction of the Collateral or issuance of attachment, levy, garnishment or judicial process with respect to the Collateral.

D. Insolvency, bankruptcy, business failure, assignment for benefit of creditors or appointment of a receiver for Debtor or its property.

E. Secured Party deeming itself insecure, believing in good faith that the prospect of payment of the Indebtedness (or any portion thereof) or of performance of this Agreement, or any covenant contained herein, is impaired.

6. **Rights and Remedies**. In the event of a default hereunder, Secured Party shall have and shall otherwise be entitled to all rights and remedies provided for or allowed under law. In accordance with the foregoing, and without limitation, Secured Party shall be entitled to:

A. Take possession of and protect the Collateral, including the right to remove all persons from the Premises and take sole possession thereof.

B. If Secured Party is not then in possession of the Collateral, to require Debtor or any other person in possession of the Collateral to assemble it at Debtor’s expenses and make it available to Secured Party at a reasonably convenient place, to be designated by Secured Party.

C. Retain the Collateral in satisfaction of Debtor's obligations, or dispose of the Collateral by public or private sale (at which sale the Secured Party may be a buyer), or commence operation of the Business for Debtor's account. Any sale or operation of the Business shall be deemed to be on Debtor's account unless Secured Party gives Debtor written notice of intent to retain the Collateral in satisfaction of Debtor's obligations. The proceeds of sale or operation for Debtor's account shall be applied in total or partial satisfaction of Debtor's obligations to Secured Party and for Secured Party's costs incurred in proceeding under this paragraph. All proceeds shall be applied first to cover Secured Party's costs, and second to satisfy Debtor's obligations to Secured Party. To the extent there is still any deficiency in the amount Secured Party is owed, Secured Party may collect the same from Debtor, and, to the extent that any excess proceeds exist (after the application of such proceeds as provided for herein and under the law), Secured Party shall pay the same to Debtor.

D. Declare any and all amounts outstanding under the Note to be immediately due and payable.

E. Reduce any claim against Debtor to judgment and enforce any such judgment against Debtor.

F. Take such steps as it may deem appropriate to foreclose upon or otherwise enforce the security interest(s) and lien of this Agreement to secure payment and performance of the Debtor's obligations under this Agreement and the Note.

G. Exercise any and all other rights and remedies available at law or equity or otherwise to Secured Party under this Agreement or the Note.

7. **Nonwaiver**. No delay or omission to exercise any right, power, or remedy accruing to Secured Party upon any breach or default of Debtor under this Agreement shall impair any such right, power, or remedy of Secured Party, nor shall it be construed to be a waiver of any such breach thereafter occurring, nor shall any waiver of any single breach or default theretofore occurring be deemed a waiver of any other breach or default. Any waiver, permit, consent, or approval of any kind under this Agreement, or any waiver on the part of the Secured Party of any provision or condition of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this Agreement or by law, or otherwise afforded to Secured Party, shall be cumulative and not alternative.

8. **Notices**. Unless otherwise specifically provided in this Agreement, all notices, demands, or other communications given hereunder will be in writing and pursuant to Section 21 of the Franchise Agreement.

9. **Miscellaneous**.

A. This Agreement has been negotiated at arm's length and between persons sophisticated and knowledgeable in the manners dealt with in this Agreement. In addition each party has had the opportunity to consult with experienced and knowledgeable legal counsel. Accordingly, any rule of law or legal decision that would require interpretation of any ambiguities in this Agreement against the party that has drafted it is not applicable and is waived. The provisions of this Agreement shall be interpreted in a reasonable manner to effect the purpose of the parties and this Agreement.

B. In the event of any dispute arising out of this Agreement, or concerning the meaning or interpretation of any provision contained herein, the losing party shall pay the prevailing party's costs and expenses incurred in any action, arbitration, mediation, or litigation, including without limitation court costs and reasonable attorneys' fees and disbursements.

C. Any provisions of this Agreement which may be prohibited by law or otherwise held invalid shall be ineffective only to the extent of such prohibition or invalidity and shall not invalidate or otherwise render ineffective the remaining provisions of this Agreement.

D. This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland. Sole and proper venue for any action shall be in the state and federal courts in Maryland.

E. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

DEBTOR:

By:__________________________________

Its: __________________________________

EXHIBIT A TO SECURITY AGREEMENT

Premises:

EXHIBIT C

RENEWAL ADDENDUM

RENEWAL ADDENDUM TO THE
JUNKLUGGERS FRANCHISE AGREEMENT

THIS RENEWAL ADDENDUM ("**Addendum**") to the Junkluggers Franchise Agreement dated as of ______________________ ("**Franchise Agreement**") by and between Junkluggers Franchising SPE LLC, a Delaware limited liability company ("**Franchisor**"), _______________________, a [*state/entity type*] ("**Franchisee**"), and ____________________________ ([collectively,] "**Guarantor**"), is entered into simultaneously with the Franchise Agreement.

RECITALS

A. Franchisor and Franchisee are parties to a Junkluggers Franchise Agreement dated _____ ______ ("**Prior Agreement**") under which Franchisor granted Franchisee the right to operate the Franchised Business at the Approved Location. The term of the Prior Agreement has expired or will expire soon.

B. Franchisor and Franchisee are executing the Franchise Agreement to renew the rights granted to Franchisee under the Prior Agreement.

C. The individual(s) identified above as "Guarantor," guaranteed Franchisee's obligations under the Franchise Agreement (the "**Guaranty**").

D. The parties desire to modify certain provisions of the Franchise Agreement as reflected in this Addendum.

NOW THEREFORE, in consideration of the mutual covenants, agreements and obligations set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. **Pre-Opening Obligations Deleted**. Since Franchisee has been operating the Franchised Business pursuant to the Prior Agreement, the parties acknowledge and agree that no provisions of the Franchise Agreement that relate to pre-opening obligations of either party shall be applicable. Franchisee remains required to comply with the conditions for renewal under the Prior Agreement.

2. **Term**. The text of Section 3 of the Franchise Agreement is deleted and replaced with the following:

> *"This Agreement will expire on the anniversary of the Agreement Date specified in the Brand Appendix (the "**Expiration Date**"). You will not have an opportunity to renew your franchise rights when the term expires.*

3. **Renewal Fee**. Simultaneously with the execution of this Addendum, Franchisee shall pay Franchisor a renewal fee in the amount of ______________________________.

4. **Indemnification**. The indemnification obligations under the Prior Agreement survive the expiration of the Prior Agreement.

5. **Release by Franchisee and Guarantor**. In order to induce Franchisor to renew the Franchise Agreement, Franchisee (on behalf of itself and its parent, subsidiaries and affiliates and their respective past and present members, officers, directors, shareholders, agents, and employees, in their corporate and individual capacities) and Guarantor (each on behalf of themselves and their respective heirs, representatives, successors and assigns) (collectively, "**Franchisee Releasors**") freely and without any

influence, forever release and covenant not to sue Franchisor, its parent, subsidiaries and affiliates, and their respective past and present officers, directors, shareholders, agents and employees, in their corporate and individual capacities (collectively, "**Franchisor Releasees**"), with respect to any and all claims, demands, liabilities and causes of action of whatever kind or nature, known or unknown, vested or contingent, suspected or unsuspected (collectively, "**claims**"), that any Franchisee Releasor now owns or holds or may at any time have owned or held, including, without limitation, claims arising under federal, state and local laws, rules and ordinances and claims arising out of, or relating to the Franchise Agreement, the Prior Agreement, and all other agreements between any Franchisee Releasor and any Franchisor Releasee, the sale of franchises to any Franchisee Releasor, the development and operation of the Franchised Business, and each Franchisor Releasee's performance of its obligations under the Prior Agreement and any other agreement between any Franchisor Releasee and any Franchisee Releasor. Franchisee and Guarantor (on behalf of the themselves and the Franchisee Releasors) agree that fair consideration has been given by Franchisor for this release, and they fully understand that this is a negotiated, complete and final release of all of their claims.

FRANCHISEE AND GUARANTOR EACH, ON BEHALF OF ITSELF AND THE FRANCHISEE RELEASORS, WAIVE ANY RIGHTS AND BENEFITS CONFERRED BY ANY APPLICABLE PROVISION OF LAW EXISTING UNDER ANY FEDERAL, STATE OR POLITICAL SUBDIVISION THEREOF WHICH WOULD INVALIDATE ALL OR ANY PORTION OF THE RELEASE CONTAINED IN THIS AGREEMENT BECAUSE SUCH RELEASE MAY EXTEND TO CLAIMS THAT THE FRANCHISEE RELEASORS DO NOT KNOW OR SUSPECT TO EXIST IN THEIR FAVOR AT THE TIME OF EXECUTION OF THIS AGREEMENT.

IF THE FRANCHISE TO WHICH THIS RENEWAL ADDENDUM APPLIES OR IF ANY FRANCHISEE RELEASORS ARE LOCATED IN CALIFORNIA, THE FRANCHISEE RELEASORS EXPRESSLY WAIVE AND RELINQUISHE ALL RIGHTS AND BENEFITS WHICH IT/HE/SHE MAY NOW HAVE OR IN THE FUTURE HAVE UNDER AND BY VIRTUE OF CALIFORNIA CIVIL CODE SECTION 1542. FRANCHISEE RELEASORS DO SO UNDERSTANDING THE SIGNIFICANCE AND CONSEQUENCE OF SUCH SPECIFIC WAIVER. SECTION 1542 PROVIDES THAT "[A]. GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY." FOR THE PURPOSE OF IMPLEMENTING A GENERAL RELEASE AND DISCHARGE AS DESCRIBED HEREIN, FRANCHISEE RELEASORS EXPRESSLY ACKNOWLEDGE THAT THIS AGREEMENT IS INTENDED TO INCLUDE IN ITS EFFECT, WITHOUT LIMITATION, ALL CLAIMS WHICH RELEASORS DO NOT KNOW OR SUSPECT TO EXIST IN THEIR FAVOR AT THE TIME OF EXECUTION HEREOF, AND THAT THIS AGREEMENT CONTEMPLATES THE EXTINGUISHMENT OF ANY SUCH CLAIMS.

6. **Guaranty Remains in Effect.** Guarantor agrees that none of the amendments, modifications or supplements to the Franchise Agreement set forth above shall release or discharge them from their obligations under the Guaranty and that the Guaranty shall be and remain in full force and effect.

7. **Capitalized Terms.** Any capitalized term that is not defined in this Addendum shall have the meaning given to it in the Franchise Agreement.

8. **Limited Modification.** Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

9. **Counterparts**. The parties may sign this Addendum in counterparts and each such counterpart may be delivered to the other parties by facsimile or by other electronic copy (such as an accurate PDF copy of the signature page sent by e-mail), and when taken together with all other identical copies of this Agreement also signed in counterpart, shall be considered as one agreement.

IN WITNESS WHEREOF, the parties have executed this Addendum, simultaneously with the Franchise Agreement.

FRANCHISOR:	**FRANCHISEE:**
JUNKLUGGERS FRANCHISING SPE LLC	**[PRINT NAME OF COMPANY]**
By: ___________________________________	By: ___________________________________
Name: _________________________________	Name: _________________________________
Title: _________________________________	Title: _________________________________
Date: _________________________________	Date: _________________________________

GUARANTOR:

By: ___________________________________

Name: __________________________, in their individual capacity

Date: _________________________________

EXHIBIT D

SAMPLE OF GENERAL RELEASE

SAMPLE OF RELEASE TO BE SIGNED WHEN YOU RENEW OR TRANSFER A FRANCHISED BUSINESS

Note: Where required by state law, this Release will be modified so that it does not apply to your rights under the state law. Please see Exhibit K to the disclosure document.

GENERAL RELEASE

THIS GENERAL RELEASE is signed by: (i) Junkluggers Franchising SPE LLC ("**Franchisor**"); (ii) the Junkluggers franchisee named at the end of the document (**"Franchisee"** or **"you"**); and (iii) Franchisee's owners (the **"Owners"**) as an express condition of Franchisee and/or the Owners renewing or transferring their Junkluggers franchise.

1. Release. You and each of the Owners, on behalf of yourselves and all past, present and future parents, subsidiaries, shareholders, members, partners, managers, directors, officers, employees, successors, assigns, agents and legal representatives, and any of the aforementioned persons' heirs, executors, administrators or personal representatives, and all other persons acting on your behalf or claiming under you (collectively, the **"Franchisee Parties"**), hereby release and forever discharge Franchisor, its affiliates, and their respective past and present officers, directors, shareholders, members, parents, subsidiaries, affiliates, agents, employees, attorneys, insurers, representatives, predecessors, successors, and assigns, and each of them, from any and all claims, debts, liabilities, demands, obligations, costs, expenses, suits, actions, and causes of action, of whatever nature, known or unknown, suspected or unsuspected, vested or contingent (collectively, **"Claims"**) that the Franchisee Parties ever had, now have, or may in the future have, arising out of or relating to any act, omission or event occurring on or before the date of this General Release.

2. Risk of changed facts. You and the Owners understand that the facts in respect of which the release in Section 1 is given may turn out to be different from the facts that you and the Owners now know or believe to be true. You and the Owners, on behalf of yourselves and all other Franchisee Parties, hereby accept the risk of the facts turning out to be different and agree that the release will nevertheless be effective and not subject to termination or rescission by virtue of any such difference in facts.

3. No prior assignment. You and the Owners, for yourselves and on behalf of all other Franchisee Parties, represent and warrant that the Franchisee Parties have not assigned or transferred, or purported to assign or transfer, any Claim released under Section 1 above to any person or business entity that is not a Franchisee Party.

4. Covenant not to sue. You and the Owners, for yourselves and on behalf of all other Franchisee Parties, promise not to initiate, prosecute, encourage, assist, or (except as required by law) participate in any civil, criminal, or administrative proceeding or investigation in any court, agency, or other forum against any person or entity released under Section 1 with respect to any Claim released under Section 1.

5. Complete defense. You and each of the Owners: (i) acknowledges that this General Release will be a complete defense to any Claim released under Section 1 above; and (ii) consents to the entry of a temporary or permanent injunction to prevent or end the assertion of any such Claim.

6. Authorization. You and the Owners represent and warrant that the person signing this General Release on behalf of Franchisee is authorized to do so. You and the Owners also represent and warrant that you and the Owners have the authority to enter into this General Release on behalf of the other Franchisee Parties.

7. California Acknowledgment. If you or the franchise to which this General Release relates is located in California, you and the Owners understand and agree that this release extends to all claims, and you and they expressly waive all rights under Section 1542 of the Civil Code of the State of California, which provides:

> "A general release does not extend to claims which the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

FRANCHISOR:	**FRANCHISEE:**
JUNKLUGGERS FRANCHISING SPE LLC	**[PRINT NAME OF COMPANY]**
By: ______________________	By: ______________________
Name: ______________________	Name: ______________________
Title: ______________________	Title: ______________________
Date: ______________________	Date: ______________________

OWNERS:

____

____

____

EXHIBIT E

QUESTIONNAIRE

QUESTIONNAIRE

(*TO BE COMPLETED BEFORE EXECUTING FRANCHISE AGREEMENT*)

Not Applicable to Prospective Franchisees in CA, HI, IL, IN, MD, MI, MN, NY, ND, RI, SD, VA, WA and WI)

You are about to enter into a Franchise Agreement with Junkluggers Franchising SPE LLC ("**we**," "**us**," or "**our**"). The purpose of this Questionnaire is to confirm that you understand the terms of the agreement and that no unauthorized statements or promises have been made to you. Please review each of the following questions and statements carefully and provide honest and complete responses to each.

Note: If you are purchasing an existing franchised business from an existing franchisee, you may have received information from the transferring franchisee, who is not our employee or representative. The questions below do not apply to any communications that you had with the transferring franchisee.

1. Did you receive our Franchise Disclosure Document with an Issuance Date of April 26, 2023 (the "**FDD**") and deliver to us a signed and dated Receipt for such FDD? ____ Yes ____ No

2. Has any person representing our company (either an employee or an outside person) given you information that is inconsistent with the information in the FDD concerning the investment necessary to start a Junkluggers franchised business? If the answer is "yes," please (a) identify the person, and (b) describe the information you received from that person in detail below. If the answer is "no," please write "NONE" below:

____

____

____

3. Has any person representing our company given you information that is inconsistent with the information in the FDD concerning the financial performance of Junkluggers franchises? If the answer is "yes," please (a) identify the person, and (b) describe the information you received from that person in detail below. If the answer is "no," please write "NONE" below:

____

____

____

4. Has any person representing our company given you any other information that is inconsistent with the FDD and is influencing your decision to sign the Franchise Agreement? If the answer is "yes," please (a) identify the person, and (b) describe the nature of that information in detail below. If the answer is "no," please write "NONE" below:

____

____

____

* * *

Please understand that your responses to these questions are important to us and that we will rely on them. By signing this Questionnaire, you are representing that you have responded truthfully to the above questions.

FRANCHISE APPLICANT

By: ____

Name: ____

Date: ____

EXHIBIT F

FRANCHISEES AS OF DECEMBER 31, 2022

LIST OF FRANCHISEES AS OF DECEMBER 31, 2022

Last Name	First Name	Entity Name	Address	City	State	Zip Code	Telephone Number	# of Territories
Brighella	Brian	BPB MANAGMENT AZ L.L.C.	4357 S. Electron	Mesa	AZ	85212	480-235-6826	1
Brown	Doug	Bootsie Diversified Enterprises, LLC	8510 E. Santa Catalina Dr.	Scottsdale	AZ	85255	602-743-4169	1
Deems	Chris	PL&J, LLC	3217 Carson St. #201	Lakewood	CA	90712	562-732-9326	1
Geiger	Brian	BGLG Enterprises, LLC	1836 W. 154th Place	Gardena	CA	90249	516-526-7064	2
Hashmi	Omair	Greenable LLC	2150 Pastoral Loop	San Jose	CA	95122	408-714-8571	1
Huebbe	Ed	Salvage Sharks, Inc.	19025 Dalmatia Place	Castro Valley	CA	94546	510-387-4980	1
Laliberte	David	Ellis Laliberte Ventures, Inc.	945 Taraval Street, #316	San Francisco	CA	94116	415-860-1995	1
Robinson	Cameron	Lug It, LLC	600 B Street, Ste. 300	San Diego	CA	92101	619-866-3989	1
Roque	OJ	Circular Solutions, Inc.	620 N Heliotrope Drive	Los Angeles	CA	90004	323-894-1094	2
Sandoval	Joseph	OC Luggers, Inc.	1135 W. Katella Ave.	Orange	CA	92867	949-632-2123	2
Spahr	Amy	LTD Junk Removal	PO Box 221694	Santa Clarita	CA	91321	661-752-5101	1
Spilger	Ben	Spilben Enterprises, Inc.	8479 S. Newcombe St	Littleton	CO	80127	720-297-5995	4
Dittmann	Michael	Ditty Luggs, LLC	62 Perkins Road	Bethany	CT	06524	203-606-6437	2
Breault	Vincent	Tampa Bay Area Luggers, Inc.	19112 Harbor Bridge Lane	Lutz	FL	33558	813-362-9051	1
Mitro	Doug	Steel Mitten Inc	16106 Herons View Dr.	Alva	FL	33920	239-994-6740	2
Montanaro	Steve	The Full Monty Enterprises, LLC	135 Butler Road	Brandon	FL	33511	813-380-1513	1
Nau	Chris	CJN Relocation, Inc.	371 Honey Blossom Road	St. Johns	FL	32259	904-626-8970	1
Rozenberg	Simon	Eco Twins, LLC	21050 NE 38th Street, #602	Aventura	FL	33180	954-608-8549	1

Last Name	First Name	Entity Name	Address	City	State	Zip Code	Telephone Number	# of Territories
Vasiloff	Timothy	Suncoast Lug Nut, LLC	8296 Consumer Court	Sarasota	FL	34240	941-248-6687	1
Mejia	Lucy	MJ Franchises, LLC	6950 Peachtree Industrial Blvd., Suite B	Peachtree Corners	GA	30071	404-530-9182	1
Tenuto	Keith	Tentrio Transport, LLC	1355 Union Hill Industrial Court	Alpharetta	GA	30004	404-428-6919	2
Schumacher	Michael	Schumacher Enterprises, LLC	4325 N. Palatine Ave	Meridian	ID	83646	208-954-3788	2
Ramachandra	Renuka	Adwita Inc.	717 S. 4th Ave	Libertyville	IL	60048	717-623-4118	1
Schmitt	Robert	Worker Bees Investments, Inc.	10N601 Manchester Lane	Elgin	IL	60124	847-496-0482	3
Wojcik	Robert	RMichael Enterprises, Inc.	157 W 1050 N	Chesterton	IN	46304	219-252-5882	1
Morgan	Jason	The Junk Company, LLC	1881 E. 1450 Road	Lawrence	KS	66044	785-218-9184	2[1]
VanTatenhove	Christine	Windsome Holdings II, LLC	916 Floyd Drive, Suite 100	Lexington	KY	40505	859-351-7773	1
Adelman	Andy	Bayou Junk Removal, LLC	6221 S. Claiborne Ave Ste 303	New Orleans	LA	70125	504-343-9498	1
Dennis	Charles	Luggers Northeast, LLC	9 Linehurst Rd	Malden	MA	02148	781-315-6133	1
Pennypacker	Steve	Red Fox Services, LLC	P.O. Box 1265	Melrose	MA	02176	508-472-2617	1
Rishworth	Stephen	Cushworth, Inc.	345 Harrison Ave., Apt. 1432	Boston	MA	02118	617-717-4280	3
MacKethan	John	Green Team Silver Spring LLC	3215 Leland Street	Chevy Chase	MD	20815	202-641-1912	1
Thurston	Brian	Porter Services, LLC	46 Alco Place	Halethorpe	MD	21227	443-902-0635	3
Allen	Jennifer	Lug MI Junk, LLC	27285 West River Rd	Grosse Ile	MI	48138	262-339-4306	2
Bosone	Andy	Bosone Industries, Inc.	1664 Watermark Dr. SE	Grand Rapids	MI	49546	312-307-8747	1
Doherty	Michael	Mike Doherty Enterprises, Inc.	3227 S. Block Rd.	Frankenmuth	MI	48734	989-395-4086	2

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[1] 1 territory operated in Missouri

Last Name	First Name	Entity Name	Address	City	State	Zip Code	Telephone Number	# of Territories
McConnell	Neal	Proper K, LLC	1683 Steeplechase Road	Canton	MI	48188	313-600-9598	1
Schwartz	Jamie	Schwartz Enterprises, LLC	8201 Brooklyn Blvd., #100	Minneapolis	MN	55445	732-735-3976	1
Seibel	Nathan	CNC BigFly, Inc.	320 Country Club Drive	Ballwin	MO	63011	314-830-8944	1
Barclay	Ryan	Ski Time Industries, Inc	12086 University City Blvd.	Harrisburg	NC	28075	704-277-5240	1
Miller	Jon	AJM, LLC	911 Newington Way	Apex	NC	27502	919-244-6914	1
Myers	Ian	Coastal Lugging of NC, LLC	2413 St James Drive	Southport	NC	28461	910-650-2898	1
Spinato	Michael	Quisquilia LLC	9650 Strickland Rd., Suite 103-368	Raleigh	NC	27615	919-770-7327	1
Duffy	Megan	LUGJUNKNJ, LLC	31 Maple Ave.	Fair Haven	NJ	07704	201-240-3683	1
Gorman	Michael	ARDH Junk, LLC	95 Meyer Street	Hackensack	NJ	07601	201-212-4992	2[2]
Gutierrez	Edwin	Boppers Waste Management Co.	320 Grandview Ave.	Piscataway	NJ	08854	732-735-3976	1
Burda	Christin	Burda Enterprises, Inc.	2700 E. Patrick Lane #18	Las Vegas	NV	89120	209-233-5420	1
Conrad	Eric	ELC Removal Services, LLC	6511 Transit Road	Lancaster	NY	14026	716-901-5388	1
Hill	Francis	Green Tiburon Holdings, LLC	12A Commercial Street	Hicksville	NY	11801	516-972-5611	3
Koval	Kevin	ADK Junk, Inc	4 Jones Road	Halfmoon	NY	12065	518-371-9621	1
Kotlarsic	Jerry	Rodzina Luggers, LLC	10151 Karaboo Trl.	Concord Twp.	OH	44077	440-413-1729	1
Plotts	Gary	Clutter Busters, LLC	11235 Big Oak Rd.	Greenfield	OH	45123	484-832-2028	1
Watkins	Derek	Native Endeavors, Inc.	13070 Warren Rd NE	Paris	OH	44669	330-474-3915	1
Bossie	Jonathan	Hayward Barker Group, Inc.	19050 SW 5th St, Suite 290	Beaverton	OR	97005	971-801-3847	2

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[2] 1 territory operated in New York

Last Name	First Name	Entity Name	Address	City	State	Zip Code	Telephone Number	# of Territories
Danker	Martin	Green Box Services, Inc.	11139 SW Partridge Loop	Beaverton	OR	97007	971-895 1598	1
Eaton	Caitlyn	Eaton Enterprises, LLC	2167 N. Danebo Ave.	Eugene	OR	97402	541-321-8070	1
DaSilva	Jack	JDas Luggers, Inc.	6333 Winside Drive	Bethlehem	PA	18017	610-653-2521	1
Jones	Dana	DTMC, LLC	900 West Ingomar Rd.	Pittsburgh	PA	15237	412.348.8777	1
Mochon	Jakub	Green Truck Hauling, LLC	26 Winding Brook Drive	Sinking Spring	PA	19608	610-864-6514	2
Seeberger	Glen	Eco Junk, LLC	620 Davisville Road	Willow Grove	PA	19090	215-833-4732	3
Janesky	Larry	Master Services, LLC	6226 Clinton Hwy, Suite 2	Knoxville	TN	37912	larry@contractornation.com	1
Owen	Jeffrey	Green Lug of Nashville, LLC	6339 Charlotte Pike, #718	Nashville	TN	37209	615-378-7526	2
Stansberry	Tammie	StanWill Inc.	12536 George Selby Dr	Arlington	TN	38002	843-819-7406	1
Baldwin	Thomas	Baldwin & Sons, Inc.	200 Citrus Place	El Paso	TX	79901	915-603-0211	1
Chavez	Laura	Recycletude, LLC	9701 Brown Lane, Suite A	Austin	TX	78754	512-638-0310	1
Hirt	Drew	Five Hirts, Inc.	PO Box 6774	Round Rock	TX	78683	737-274-1179	1
McClinton	Cedric	MC Brothers Fort Worth Inc.	PO Box 593342	San Antonio	TX	78259	682-404-2157	1
Muller	Steve	S2K Ventures LLC	9702 Ball St, Ste 105	San Antonio	TX	78217	210 608-5554	1
Ndiongue	Aida	ANT Industries Inc.	17310 Newtonmore Crossing	Richmond	TX	77407	832-402-4067	1
Paul	Blair	South Avalon Logistical Solutions, LLC	31233 New Forest Park Lane	Spring	TX	77386	832-948-2918	1
Ramanujam	Rajagopal	SRIRAM, LLC	749 Port America Place, Suite 500	Grapevine	TX	76051	630-470-8307	1
Schneider	Mark	M. Schneider Enterprises, Inc.	1815 Childress Lane	Allen	TX	75013	469-344-6659	2
Siegel	Andrew	Sterling EcoSolutions, LLC	9414 Spring Branch	Dallas	TX	75238	214-476-6003	1

Last Name	First Name	Entity Name	Address	City	State	Zip Code	Telephone Number	# of Territories
Gomez-Serrano	Enrique	DMV Collection, LLC	1775 Tysons Blvd, 5th Fl.	McLean	VA	22102	571-480-0032	1[3]
Harrington	Mark	MAJH, LLC	6632 Electric Avenue, Suite B	Warrenton	VA	20187	703-395-4686	2
Kirkpatrick	Zach	The Drying Co., LLC	200-3 Industrial Blvd.	Toano	VA	23168	757-880-0754	1
Taylor	Andy	Taylor Business Concepts, Inc.	11276 Ashland Park Drive	Ashland	VA	23005	804-690-6897	1
Costello	Chase	Big Green Truck, LLC	1605 228th Place SE	Sammamish	WA	98075	206-999-4420	1
Kang	Gurjit	Shanaya Enterprises, LLC	3410 64th Ave NE	Marysville	WA	98270	425-320-8706	3
Canfield	Jon	Sternfield LLC	1091 Sutherland Ave	River Falls	WI	54022	612-205-0747	1
Duda	Joe	EGA Industries East, LLC	310 Lynn Drive	Stephens City	VA	22655	304-276-9547	1

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[3] Territory operated in DC

FRANCHISE AGREEMENTS SIGNED BUT OUTLET NOT OPENED AS OF DECEMBER 31, 2022

Last Name	First Name	Franchise Entity	Street Address	City	State	Zip Code	Telephone Number	# of Territories
Griffin	Brian	redrise, LLC	105 W. Riverside Dr	Jupiter	FL	33469	347-266-8518	1
Williams	Rick	2112 Management Inc.	537 Yellow Leaf Ln	Summerville	SC	29486	925-639-9459	1
Hall	Tyler	Luggernauts, LLC	14053 Memorial Dr Ste 116	Houston	TX	77079	303-883-6065	1
Siikala	Toni	Tesventures, LLC	8440 Town Walk Drive	North Richland Hills	TX	76182	682-359-4378	1

FRANCHISE AGREEMENT SIGNED BETWEEN JANUARY 1, 2023 AND APRIL 30, 2023 BUT OUTLET NOT OPENED

Last Name	First Name	Franchise Entity	Street Address	City	State	Zip Code	Telephone Number	# of Territories
Lucas	John	Buchanen & Keaton, Inc.	45 Woodlands Place	Dallas	GA	30132	404-295-0119	1

EXHIBIT G

FRANCHISEES WHO EXITED A FRANCHISE IN 2022

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

FRANCHISEES WHO EXITED A FRANCHISE IN 2022

FRANCHISEES WHO HAD AN OUTLET TERMINATED IN 2022

Last Name	First Name	Franchise Entity	Street Address	City	State	Zip Code	Telephone Number	Number of Territories
Schupler	Joseph	JL1, LLC	3105 Leon Road	Jacksonville	FL	32246	214-912-7226	1
Sen	Setu	IGH, LLC	2430 Pine Cross Court	Oviedo	FL	32765	503-929-4817	1
Hull	Michael	Impact Business Solutions, LLC	377 Redbud Place	Greenwood	IN	46142	317-514-3597	1
Holdman	Ken	SK Enterprise, LLC	4660 Starling Ct	Sapulpa	OK	74066	918-430-6514	1
Lui	Michael	Maiki Ventures	11039 SE Knapp St	Portland	OR	97266	503-341-1753	1
Evans	Robert	Eagles Rise, LLC	125 Grace Circle SW	Aiken	SC	29801	910-583-2465	1
Alford	Steve	BGA Holdings	218 W. Saunders	League City	TX	77573	713-553-0681	1

FRANCHISEES WHO HAD AN OUTLET TRANSFERRED IN 2022

Last Name	First Name	Franchise Entity	Street Address	City	State	Zip Code	Telephone N-umber	Number of Territories
Cerezo	Eugenia	Conan Traders, LLC	1401 Village Blvd, #826	West Palm Beach	FL	33401	786-762-9893	1
Tavill	Gail	Be Green Services, Inc.	123 W. North Ave	Villa Park	IL	60181	402-980-6042	2
Ilitch	Ronald	RJTI Enterprises, LLC	30673 Pebblestone Ct	Beverly Hills	MI	48025	248-602-8888	1

FRANCHISEES WHO HAD AN OUTLET REACQUIRED BY FRANCHISOR IN 2022

Last Name	First Name	Franchise Entity	Street Address	City	State	Zip Code	Telephone Number	Number of Territories
Cohen	Zach	Lug Life, LLC	33-56 11th St	Long Island City	NY	11106	212-982-1284	3

EXHIBIT H

OPERATIONS MANUAL TABLE OF CONTENTS

THE JUNKLUGGERS OPERATIONS MANUAL TABLE OF CONTENTS

EXHIBIT I

FINANCIAL STATEMENTS

AB Assetco LLC and Subsidiaries

Consolidated Financial Statements

Year Ended December 31, 2022 and for the Period From May 14, 2021 to December 31, 2021

AB Assetco LLC and Subsidiaries
Index to Consolidated Financial Statements
Year Ended December 31, 2022 and for the Period From May 14, 2021 to December 31, 2021

Report of Independent Auditors

To the Board of Directors of Authority Brands Inc.

Opinion

We have audited the accompanying consolidated financial statements of AB Assetco LLC and its subsidiaries (the "Company"), which comprise the consolidated balance sheets as of December 31, 2022 and December 31, 2021, and the related consolidated statements of operations, of changes in member's equity and of cash flows for the year ended December 31, 2022 and for the period from May 14, 2021 to December 31, 2021, including the related notes (collectively referred to as the "consolidated financial statements").

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2022 and December 31, 2021, and the results of its operations and its cash flows for the year ended December 31, 2022 and for the period from May 14, 2021 to December 31, 2021 in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

Responsibilities of Management for the Consolidated Financial Statements

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

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

Auditors' Responsibilities for the Audit of the Consolidated Financial Statements

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

In performing an audit in accordance with US GAAS, we:

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

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

PricewaterhouseCoopers LLP

April 21, 2023

AB Assetco LLC and Subsidiaries
Consolidated Balance Sheets
(*In thousands*)

	As of December 31,	
	2022	**2021**
Assets		
Current assets		
Cash and cash equivalents	$ 217	$ 8,169
Accounts receivable, net	21,716	20,305
Inventory, net	2,789	2,797
Prepaid expenses and other current assets	5,526	3,540
Total current assets	30,248	34,811
Property and equipment, net	32,039	28,249
Intangible assets, net	416,494	403,927
Goodwill	291,784	248,871
Other assets	9,547	8,761
Total assets	**$ 780,112**	**$ 724,619**
Liabilities and Member's Equity		
Current liabilities		
Accounts payable	$ 1,714	$ 420
Accrued and other liabilities	10,194	13,691
Deferred revenue	3,499	3,946
Total current liabilities	15,407	18,057
Other long-term liabilities	28,775	17,705
Total liabilities	**44,182**	**35,762**
Member's equity	735,930	688,857
Total liabilities and member's equity	**$ 780,112**	**$ 724,619**

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

AB Assetco LLC and Subsidiaries
Consolidated Statements of Operations
(*In thousands*)

	Year Ended December 31, 2022	For the Period From May 14, 2021 to December 31, 2021
Revenues		
Franchise service fees	$ 154,607	$ 85,659
Franchise sales fees	5,045	2,736
Other revenues	31,121	15,737
Total revenues	190,773	104,132
Costs and expenses		
Franchise support expenses	92,890	42,359
Franchise sales expenses	2,520	2,049
General and administrative expenses	23,692	20,103
Stock-based compensation expenses	4,409	5,950
Depreciation and amortization	30,882	19,306
Total costs and expenses	154,393	89,767
Operating income	36,380	14,365
Interest income (expense), net	185	(25)
Net income	**$ 36,565**	**$ 14,340**

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

AB Assetco LLC and Subsidiaries
Consolidated Statements of Changes in Member's Equity
Year Ended December 31, 2022 and for the Period From May 14, 2021 to December, 31 2021
(*In thousands*)

	Total Member's Equity
Balances at May 14, 2021	**$ 10,000**
Contributions of assets and liabilities	684,482
Stock-based compensation	5,950
Distribution to Guarantor	(25,915)
Net income	14,340
Balances at December 31, 2021	**688,857**
Contributions of assets and liabilities	75,743
Stock-based compensation	4,409
Distribution to Guarantor	(69,644)
Net income	36,565
Balances at December 31, 2022	**$ 735,930**

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

AB Assetco LLC and Subsidiaries
Consolidated Statements of Cash Flows
(*In thousands*)

	Year Ended December 31, 2022	For the Period From May 14, 2021 to December 31, 2021
Cash flows from operating activities		
Net income	$ 36,565	$ 14,340
Adjustments to reconcile net income to net cash provided by (used in) operating activities		
Depreciation and amortization	37,282	20,460
Inventory reserve (reduction) increase	(41)	337
Bad debt expense	1,025	570
Stock-based compensation	4,409	5,950
Changes in assets and liabilities		
Accounts receivable	(2,037)	(5,961)
Inventory	49	(592)
Prepaid expenses and other current assets	(1,884)	842
Other assets	(785)	(1,515)
Accounts payable	421	220
Accrued liabilities	(3,838)	(2,754)
Other liabilities	6	(183)
Deferred revenue	2,528	1,915
Net cash provided by operating activities	73,700	33,629
Cash flows from investing activities		
Purchases of property and equipment	(491)	(7,021)
Capitalized software development costs	(11,517)	(2,524)
Net cash used in investing activities	(12,008)	(9,545)
Cash flows from financing activities		
Distribution to Guarantor	(69,644)	(25,915)
Net cash used in financing activities	(69,644)	(25,915)
Decrease in cash and cash equivalents	(7,952)	(1,831)
Cash and cash equivalents		
Beginning of year	$ 8,169	$ 10,000
End of year	**$ 217**	**$ 8,169**
Supplemental disclosures of cash flow information		
Interest paid	$ 12	$ 7
Noncash investing and financing activities		
Capital expenditures included in accrued liabilities	860	1,049
Contribution of assets and liabilities, net of cash	75,564	684,482

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

1. Organization and Description of Business

AB Assetco LLC and Subsidiaries ("the Company" or "AB Assetco"), a Delaware limited liability company, is the parent company of a number of franchisors and related businesses operating in the United States. On March 24, 2021, in contemplation of a whole business securitization (the "Securitization Transaction") which was completed on May 14, 2021 ("Securitization Transaction Date") see Note 2, fifteen wholly owned entities were established by Authority Brands Inc., the entity controlling AB Assetco (the "Parent"). The first three entities formed in conjunction with the planned Securitization Transaction were AB SPE Guarantor LLC and Subsidiaries ("Guarantor"), a direct, wholly-owned subsidiary of the Parent, AB Issuer LLC and Subsidiaries ("Issuer"), a newly formed special purpose Delaware limited liability company, which is directly and wholly owned by Guarantor, AB Assetco LLC and Subsidiaries, which is directly and wholly owned by Issuer.

AB Assetco wholly owns the following Special Purpose Entities ("SPE"):

- The Cleaning Authority Franchising SPE LLC ("The Cleaning Authority Franchisor")
- Homewatch CareGivers Franchising SPE LLC ("Homewatch Franchisor")
- Mosquito Squad Franchising SPE LLC ("Mosquito Squad Franchisor")
- ASP Franchising SPE LLC ("ASP Franchisor")
- Benjamin Franklin Franchising SPE LLC ("Benjamin Franklin Franchisor")
- Mister Sparky Franchising SPE LLC ("Mister Sparky Franchisor")
- One Hour Air Conditioning Franchising SPE LLC ("One Hour Air Conditioning Franchisor")
- Monster Franchising SPE LLC ("Monster Franchisor")
- STOP Franchising SPE LLC ("STOP Franchisor")
- DoodyCalls Franchising SPE LLC ("DoodyCalls Franchisor")
- BuyMax SPE LLC ("BuyMax SPE")
- Successware SPE LLC ("SuccessWare SPE")
- Junkluggers Franchising SPE LLC ("Junkluggers Franchising SPE") – formed in 2022

The consolidated financial statements of the Company includes its wholly owned subsidiaries identified above. Guarantor and the Company are collectively referred to as Guarantors. Guarantor, Issuer, AB Assetco and its subsidiaries are collectively referred to as "Securitization Entities".

Concurrent with the Securitization Transaction, the Parent contributed assets and liabilities attributable to the Securitization Entities to Guarantor. Guarantor then contributed all its assets and liabilities to Issuer and Issuer contributed all its assets and liabilities received from Guarantor to AB Assetco. Following the initial contribution, subsequent franchises sold under the SPE trade names are sold by each individual SPE entity. As these transactions represented an asset transfer among entities under common control, the transfers were accounted for by the Company at historical carrying values on a prospective basis.

Other than a cash contribution of $10,000 from Parent, the Company had no significant activity from the date of formation to the Securitization Transaction Date. Accordingly, the Company and its subsidiaries commenced operations on May 14, 2021, and approximately seven and a half months of operating activity was included in the accompanying consolidated financial statements for the period from May 14, 2021 to December 31, 2021.

On November 30, 2022 ("HELOC Transaction Date"), Binford Aggregator LP, a Delaware limited partnership, ("the Buyer"), indirectly owned by affiliates of Apax Partners Fund X and British Columbia Investment Management Corporation ("BCI"), became the sole limited partner of Authority Brands Inc.'s Parent, Villa Aggregator LP (the "Partnership" or the "Seller"), indirectly owned by Apax Partners Fund IX, whereby the Buyer acquired 100% of the issued and outstanding equity interests of Villa Aggregator LP (collectively the "HELOC Transaction"). The HELOC Transaction qualified as a change of control in accordance with ASC 805. However, the Company has not elected pushdown accounting as a result of the HELOC Transaction and accordingly, the acquisition is not reflected in these consolidated financial statements.

In connection with the HELOC Transaction, the Parent entered into the Binford Aggregator LP Executive Equity Incentive Plan (the "2022 Plan"). All awards granted and outstanding under the Villa Aggregator LP Amended and Restated Executive Equity Incentive Plan (the "2018 Plan") vested as of the HELOC Transaction Date, as a result of the change in control, and were rolled over or settled in cash on the HELOC Transaction Date. As a result, the Parent allocated stock-based compensation expense for the awards attributed to the Company that vested on the HELOC Transaction Date. Refer to Note 11 Stock-based Compensation for further information.

The Company is a single member LLC and is governed by the March 24, 2021 Limited Liability Company Agreement of AB Assetco LLC, as subsequently amended and restated on May 14, 2021, the same date as the Company commenced operations. The Company's fiscal year ends on December 31. Dollar values presented in the consolidated financial statements are in thousands of U.S. dollars, unless otherwise stated.

Franchised outlets as of December 31, 2022 and 2021 are summarized as follows:

	Franchises as of December 31, 2021	Acquired During the Period	Opened During the Period	Closed During the Period	Reacquired by Franchisor	Franchises as of December 31, 2022
Ben Franklin	256	-	24	(4)	-	276
Mister Sparky	116	-	23	-	-	139
One Hour	340	-	16	(5)	-	351
Homewatch	212	-	22	(10)	-	224
Mosquito Squad	223	-	5	(13)	-	215
The Cleaning Authority	209	-	10	(3)	-	216
America's Swimming Pool	345	-	37	(21)	-	361
Monster	244	-	12	(9)	-	247
DoodyCalls	54	-	22	(3)	-	73
STOP/DRYmedic	28	-	2	(3)	-	27
Junkluggers	-	95	29	(8)	(3)	113
Total	**2,027**	**95**	**202**	**(79)**	**(3)**	**2,242**

2. Securitization Transaction and Contributed Assets and Liabilities

Prior to the Securitization Transaction, Parent contributed cash of $10,000 to the Company. Additionally, on the Securitization Transaction Date, Parent and its subsidiaries contributed assets and liabilities attributable to the Company.

The following table summarizes the historical carrying values of the assets and liabilities contributed to the Company on May 14, 2021:

	May 14, 2021
Accounts Receivables	$ 14,914
Prepaid expenses and other current assets	4,382
Inventory	2,541
Property and equipment, net	19,621
Goodwill	249,072
Intangible assets, net	422,096
Other long term assets	7,225
Deferred revenue	(7,384)
Other current liabilities	(15,612)
Other long term liabilities	(12,373)
Total contribution to AB Assetco	**$ 684,482**

Junkluggers
On December 14, 2022, the Parent entered into a purchase and sale agreement to acquire 100% of the outstanding equity interests of Junkluggers Franchising, LLC. Subsequent to the acquisition, on December 31, 2022, the Parent formed Junkluggers Franchising SPE, LLC and legally contributed the assets and liabilities of Junkluggers Franchising, LLC to the Company. The following table summarizes the historical carrying values of the assets and liabilities contributed to the Company on December 31, 2022.

	December 31, 2022
Cash	$ 179
Accounts Receivables	399
Prepaid expenses and other current assets	103
Goodwill	42,913
Intangible assets, net	36,898
Deferred revenue	(8,089)
Other current liabilities	(1,405)
Total contribution to AB Assetco	**$ 70,998**

DRYmedic
On November 4, 2022, the Parent entered into a purchase and sale agreement to acquire 100% of the outstanding equity interests of DRYmedic Restoration Services, LLC and its subsidiaries. Subsequent to the acquisition, on November 22, 2022, the Parent legally contributed the trademark of DRYmedic to STOP Franchisor with fair value of $4,745.

3. Summary of Significant Accounting Policies

Financial Statement Preparation and Principles of Consolidation

The accompanying consolidated financial statements of the Company have been prepared in accordance with generally accepted accounting principles and practices of the United States of America ("GAAP") and include the accounts of the Company and its wholly owned subsidiaries outlined in Note 1. All intercompany accounts and transactions have been eliminated in consolidation. There is no other comprehensive income, and net income equals comprehensive income. Due to the Securitization Transaction, the accompanying consolidated financial statements are presented for the year ended December 31, 2022 and for the period from May 14, 2021 to December 31, 2021.

Parent uses a centralized approach to payments and cash management. These arrangements are not reflective of the manner in which the Company would have operated had it been a stand-alone business separate from Guarantor and the Parent during the periods presented. Centralized payment arrangements, to the extent not settled, are reflected as due to Guarantor on the consolidated balance sheets. As of December 31, 2022 and 2021, there are no amounts due to Guarantor but rather, for the year ended December 31, 2022 and for the period from May 14, 2021 to December 31, 2021, the Company made periodic distributions in excess of the amounts due to Guarantor. Net distributions in the amount of $69,644 and $25,915 are reflected in the consolidated statements of changes in member's equity as distribution to Guarantor for the year ended December 31, 2022 and for the period from May 14, 2021 to December 31, 2021, respectively.

Parent provides a variety of services to the Company. The consolidated statements of operations include direct expenses, such as compensation and benefits for employees of the Company, that would have been incurred in the ordinary course of business if the Company had operated as a stand-alone company. Such direct expenses were included based on specific identification and are reflected primarily in franchise support expenses. The consolidated statements of operations also include expense allocations for services and certain support functions that are provided on a centralized basis by Parent such as legal, business development, human resources, corporate accounting and finance, treasury and various other Parent corporate functions. These Parent expenses are allocated by either specific identification or based on revenue of the Company relative to the Parent's other subsidiaries and are reflected in the consolidated statements of operations primarily in general and administrative expenses.

For the year ended December 31, 2022 and for the period from May 14, 2021 to December 31, 2021, the Parent allocated $10,191 and $7,050, respectively, of general and administrative expenses to the Company. For the year ended December 31, 2022 and for the period from May 14, 2021 to December 31, 2021, the Parent allocated $4,409 and $5,950 of stock-based compensation expense, respectively, of which $3,181 and $1,390 was specific identification by unit holder and $1,228 and $4,560 was allocated based on revenue, respectively. Refer to Note 12 Related Parties for further information.

Use of Estimates

The preparation of the consolidated financial statements in conformity with GAAP requires management to make certain estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements, and the reported amounts of revenues and expenses during the reporting period. The areas that require the use of management estimates include stock-based compensation and the carrying value of goodwill. Actual results could differ from those estimates.

Revenue Recognition

Revenue is recognized in accordance with Accounting Standards Codification ("ASC") 606 - Revenue from Contracts with Customers, using a five-step revenue model, as follows: identifying the contract with the customer; identifying the performance obligations in the contract; determining the transaction price; allocating the transaction price to the performance obligations; and recognizing revenue when (or as) the entity satisfies a performance obligation.

The following describes principal activities from which the Company generates its revenues and the associated revenue recognition policies:

Franchise Revenue

Franchise revenue consists of royalty, national advertising, local advertising, software fees, call center and initial franchise fees charged to franchisees. The Company administers the national advertising fund ("NAF") which is funded by the franchisees and is used to pay for the costs of preparing and producing various advertising and marketing materials for the franchisees.

The Company's primary performance obligation under franchise agreements is granting rights to use the Company's intellectual property over the term of the franchise agreement. Brand royalty and NAF fees are primarily based on a percentage of franchisee sales and the Company recognizes revenue for these fees as they become billable when the underlying franchisee sales occur. These fees are generally billed on a monthly basis. Fixed franchise and NAF fees, which are included in certain brand franchise agreements, are recognized on a straight-line basis over the franchise agreement term. Initial franchise fees are not associated with a service distinct from the overall initial franchise right performance obligation and are therefore recognized on a straight-line basis over the franchise agreement term. The advertising funded through the NAF benefits the franchise brands overall, rather than the individual franchise owners, and therefore is not a performance obligation separate from the overall franchise right. Any underspending of NAF contributions is recorded as accrued and other liabilities on the consolidated balance sheets.

Local advertising, software and call center services provide a distinct benefit from the franchise right and are therefore separate performance obligations. Fees associated with these services are generally billed as a monthly fixed or usage-based amount and are recognized as revenue as the services are performed either on a straight-line basis over the contract term if the fee is fixed or as invoiced if the fee is based on usage.

Franchise revenue, except for initial franchise fees, is included in franchise services fees on the consolidated statements of operations. Initial franchise fees are included in franchise sales fees on the consolidated statements of operations.

Product Sales Revenue
The Company sells products to franchisee and non-franchisee customers. Revenue for product sales in which the Company has inventory risk is recognized at a point in time when control transfers to the buyer, which is generally when the product is shipped to the customer. Payment is due within a short period of time after the shipment.

The Company acts as an agent in respect of certain third-party products that are sold through the Company's online platform. The Company has no inventory risk on these products as they are drop shipped to the end customer and the third-party vendor is primarily responsible for fulfilling the order. The Company therefore recognizes revenue at an amount equal to the net fees received after payment to the third-party vendor.

The Company recognized $9,588 and $5,620 of revenue from Product sales for the year ended December 31, 2022 and for the period from May 14, 2021 to December 31, 2021, respectively in other revenues on the consolidated statements of operations.

Obligations arising for returns, refunds, and other assurance warranties are infrequent and are not significant to the consolidated financial statements for the year ended December 31, 2022 and for the period from May 14, 2021 to December 31, 2021.

Revenue is recognized net of any taxes collected from customers which are subsequently remitted to taxing authorities. These taxes are recorded as a liability when the amounts are billed to franchisees and the liability is relieved when payments are made to the respective taxing authority.

Rebates
Rebates received from third-party vendors in return for the Company maintaining a buying program that connects the vendors with the Company's franchisee customers are recognized as revenue as they become due, which is generally on a monthly basis. Rebates are calculated as a percentage of third-party sales. The Company recognized $15,906 and $7,399 of rebates in other revenue on the consolidated statements of operations for the year ended December 31, 2022 and for the period from May 14, 2021 to December 31, 2021.

Software Service Revenue
Software service revenue consists of the Company's software and mobile product services that are provided on a continuous basis for the contractual period. Where the Company has determined that the customer obtains a right to access software services, the Company recognizes revenue on a straight-line basis over the contractual term beginning when the customer has access to the service. Software service revenue is typically billed on a monthly basis. The Company's performance obligation is satisfied evenly over time. The Company recognized $7,084 and $6,752 of software service revenue for the year ended December 31, 2022 and for the period from May 14, 2021 to December 31, 2021, respectively, in franchise service fees on the consolidated statements of operations.

Revenue is recognized net of any taxes collected from customers which are subsequently remitted to taxing authorities. These taxes are recorded as a liability when the amounts are billed to franchisees and the liability is relieved when payments are made to the respective taxing authority.

Contract Balances
Contract assets, which relate to fixed franchise and NAF fees for certain franchise agreements, are amounts for which revenue has been recognized but the Company's right to consideration is conditional upon performing further service. Current contract assets are included in prepaid expenses and other current assets. The long-term contract asset balance is included in other assets on the consolidated balance sheets.

Contract liabilities are amounts collected, or an unconditional right to consideration (receivable) in advance of delivery of goods or services. Contract liabilities are typically related to billed amounts for obligations that have not yet been satisfied and therefore may not be recognized until conditions of the contract are met. Contract liabilities consist of initial franchise fees. Initial franchise fees are collected near the execution date of the franchise agreement and recognized on a straight-line basis over the franchise agreement term. The current portion of contract liabilities is included in deferred revenue on the consolidated balance sheets. Long-term contract liabilities are included in other long-term liabilities on the consolidated balance sheets.

The following table presents closing balances of contract assets and liabilities as of December 31, 2022 and 2021:

	Balance at December 31,		Location on the Consolidated Balance Sheets
	2022	2021	
Contract assets - short-term	$ 406	$ -	Prepaid expenses and other current assets
Contract assets - long-term	-	406	Other assets
Contract liabilities - short-term	3,499	2,952	Deferred revenue
Contract liabilities - long-term	28,439	17,375	Other long-term liabilities

The Company recognized revenue of $3,609 and $1,765 for amortization of initial franchise fees for the year ended December 31, 2022 and for the period from May 14, 2021 to December 31, 2021 in franchise sales fees on the consolidated statements of operations, respectively.

Costs Incurred to Obtain a Contract with Customers

The Company capitalizes commissions paid to brokers that are a direct result of obtaining a new franchise agreement and amortizes these costs over the franchise agreement period. These costs are capitalized in prepaid expenses and other current assets and other assets on the consolidated balance sheets. The Company recognized $675 and $334 of commission costs in franchise support expenses on the consolidated statements of operations for the year ended December 31, 2022 and for the period from May 14, 2021 to December 31, 2021, respectively.

Accounts Receivable and Allowance for Doubtful Accounts

Accounts receivable are stated at the amount management expects to collect from outstanding balances. Management determines the allowance for doubtful accounts based on its assessment of the current status of individual accounts. Uncollectible accounts are written off against the allowance when collection of the amounts appears doubtful. As of December 31, 2022 and 2021 the allowance for doubtful accounts was $2,356 and $1,557, respectively. As of December 31, 2022 and for the period from May 14, 2021 to December 31, 2021, the Company recognized bad debt expense of $1,025 and $570 and had write-offs of uncollectible accounts of $403 and $29, respectively.

Cash and Cash Equivalents

The Company considers all cash and highly liquid investments purchased with an initial maturity of three months or less to be cash or cash equivalents. Cash consists primarily of cash on hand and cash on deposit. The Company maintains its cash in banks in which deposits may, from time to time, exceed federally insured limits. The Company has not experienced any losses in such accounts and believes that it is not exposed to any significant credit risks related to cash.

Inventory

Inventory consists of products, materials and equipment to be sold and is stated at the lower of cost or net realizable value, with cost determined using weighted-average, on a first-in, first-out method. Inventory is assessed on an annual basis for slow moving and obsolete items and as of December 31, 2022 and 2021, the Company had an inventory reserve of $416 and $457, respectively.

Property and Equipment

Property, and equipment is stated at historical cost and depreciated using the straight-line method over the estimated useful life of the assets. Additions and betterments are capitalized, maintenance and repairs which do not extend the useful life of the assets are expensed as incurred in general and administrative expenses on the consolidated statements of operations.

Capitalized Software, Net

The Company capitalizes certain costs incurred in the development of various internally used software platforms, in accordance with ASC 350-40, “Internal-Use Software”, which requires certain costs incurred during the application development stage be capitalized and other costs incurred during the preliminary project and post-implementation stages be expensed as they are incurred. The Company also develops software platforms and mobile applications to be sold and capitalizes costs in accordance with ASC 985-20, “Software - Cost of Software to be Sold, Leased or Marketed”, which requires development costs incurred in the research and development of new software products be expensed as incurred until technological feasibility, in the form of a working model, has been established, at which time such costs are capitalized until the product is available for general release to customers.

The Company capitalizes software development costs when the preliminary project stage is completed and the technological feasibility is established. Capitalized costs include personnel and related expenses for employees and third-party contractors who are directly associated with and who devote time to software projects. Any costs incurred to significantly upgrade or enhance the Company's software platform are also capitalized. Costs related to the preliminary project activities and post-implementation support activities are expensed as incurred. Amortization of capitalized software costs accounted for in accordance with ASC 350-40 and ASC 985-20 are recognized in depreciation and amortization and franchise support expenses, respectively, on the consolidated financial statements using a straight-line method over an estimated useful life of three to five years for mobile applications and software platforms, respectively.

Leases

Leases are not significant for the Company as the Parent is the primary obligor of the majority of lease contracts. Further, the Company does not lease any significant office space directly for its own benefit. As such, rent expense is allocated from the Parent to the Company and is recognized in general and administrative expenses on the consolidated statements of operations.

Effective January 1, 2022, the Company adopted ASC Topic 842 Leases ("ASC 842") and applied the transition option, whereby prior comparative periods were not retrospectively presented in the consolidated financial statements. Under ASC 842, a lease is a contract, or part of a contract, that conveys the right to control the use of identified asset(s) for a period of time in exchange for consideration. Contracts determined to be or contain a lease include explicitly or implicitly identified assets where the Company has the right to substantially all of the economic benefits of the assets and the ability to direct how and for what purpose the assets are used during the lease term. Leases are classified as either operating or financing.

Finance and operating lease right-of-use ("ROU") assets and lease liabilities are recognized at the lease commencement date based on the present value of the future minimum lease payments over the lease term. The lease term represents the non-cancelable period of the lease, including any lessee options to renew, extend, or terminate which are considered to be reasonably certain of exercise. The Company did not include options to renew within the Company's lease terms as they are not reasonably certain to exercise.

As of December 31, 2022, there were no significant assets or liabilities recognized in connection with the adoption of ASC 842.

For operating leases, the Company utilizes the private company practical expedient for discount rates and uses a risk-free rate when the discount rate is not readily determinable in the lease. The Company recognizes lease expense for fixed lease payments on operating leases on a straight-line basis over the lease term, while variable lease payments are recognized as incurred.

Assets held under finance leases are included in property and equipment on the consolidated balance sheets and are amortized over the lesser of the term of the related lease or the estimated useful life of the asset. For financing leases, the implied rate is utilized based on the monthly interest disclosed by vendors on monthly invoicing.

The Company applies the short term lease exemption and does not recognize ROU assets and lease liabilities for leases with a lease term less than 12 months for all asset classes. The Company has elected to not separate lease and non-lease components (such as common area maintenance) when amounts are fixed, determinable and combined within monthly lease payment.

The Company evaluates whether events and circumstances have occurred that indicate right-of-use assets have been impaired. Measurement of any impairment of such assets is based on their fair values. Once a right-of-use asset for an operating lease is impaired, the carrying amount of the right-of-use asset is reduced through expense and the remaining balance is subsequently amortized on a straight-line basis.

Intangible Assets

Intangible assets consist of trademarks, franchise relationships, software, proprietary processes, and noncompetition agreements. Intangible assets are stated at their estimated fair value at the date of acquisition. Amortization is computed over the estimated useful lives of the related intangible assets using the straight-line method.

Long-lived Assets

In accordance with ASC 360, "Accounting for Impairment or Disposal of Long-Lived Assets", long-lived assets, such as property and equipment and intangible assets, are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Recoverability of assets to be held and used is measured by a comparison of the carrying amount of an asset group to estimated undiscounted future cash flows expected to be generated by the asset group. If not recoverable, the Company determines the fair value of the asset group using a discounted cash flow. If the carrying amount of an asset group exceeds its estimated discounted future cash flows, an impairment charge is recognized at the amount by which the carrying amount of the asset group exceeds the fair value of the asset group. The Company did not recognize any impairment charges for the year ended December 31, 2022 and for the period from May 14, 2021 to December 31, 2021.

Goodwill

Goodwill represents the excess of acquisition costs over the fair value of assets and liabilities acquired, including specifically identified intangible assets. Goodwill is not amortized but is tested for impairment annually as of the last day of each fiscal year in line with guidance prescribed by ASU 2021-03 “Accounting Alternative for Evaluating Triggering Events” and evaluated if the facts and circumstances at year end indicate if any triggering event existed.

In conducting impairment testing, the Company has the option to first assess qualitative factors to determine whether the existence of events or circumstances leads to a determination that it is more likely than not that the estimated fair value of a reporting unit is less than its carrying amount. If the Company performs a qualitative assessment and determines that the carrying value more likely than not exceeds the fair value, then the quantitative impairment test is performed, otherwise no further analysis is required. The Company also may elect not to perform the qualitative assessment and, instead, proceed directly to the quantitative impairment test. The ultimate outcome of the goodwill impairment assessment will be the same whether the Company chooses to perform the qualitative assessment or proceed directly to the quantitative impairment test.

The Company chose to perform a qualitative impairment test for goodwill as of December 31, 2022 and 2021. The Company determined that the recorded value for goodwill was not impaired.

Member’s Equity

The Company has one class of units. All items of income and loss are allocated to the Company and its subsidiaries as discussed in Note 1 and Note 3 above.

Income Taxes

Under the Internal Revenue Code, a limited liability company may be treated as a partnership for federal income tax purposes. As a direct result of the Securitization Transaction, the Securitization Entities are each a limited liability company that is disregarded as an entity separate from Parent for federal and state income tax purposes, and are not jointly and severally liable for any income taxes owned by the parent corporate entities. Further, no tax sharing agreement exists, or is expected to exist, between the Securitization Entities and Parent that would require the Securitization Entities to directly or indirectly reimburse Parent for taxes related to the operations of the Securitization Entities. Therefore, taxable income or loss is includable in the income tax returns of its members. Accordingly, no provision has been made for federal or state income taxes in the accompanying consolidated financial statements.

Stock-based Compensation

Upon the formation of the Parent in 2018, the Partnership established the Villa Aggregator LP Amended and Restated Executive Equity Incentive Plan (the “2018 Plan”), which governs certain stock-based and other incentive compensation with the employees. The Plan provides employees an opportunity to indirectly participate in the distribution of the future profits of the Company.

The awards issued under the 2018 Plan (known as Class B Profit Interest Units) are classified as equity awards. Compensation expense is estimated at the grant date based on an award’s fair value as calculated by the Monte-Carlo simulation valuation model. Compensation expense is recognized using the graded vesting attribution method over the requisite service period of five years and is included in stock-based compensation expense on the consolidated statements of operations. The Company made a policy election to recognize forfeitures as they occur.

Parent also provided certain Company executives with ownership interests in the Partnership (known as Class A-2 Units) in exchange for promissory notes and rollover equity. The promissory notes only have recourse against the employee’s Class A-2 units, as such they are considered to be a stock option in accordance with GAAP. In addition, the notes have an interest rate that is based on a third party indexed rate, and therefore the stock option is classified as a liability award by the Partnership. Liability classified awards are measured at each reporting date using the intrinsic value model with the related compensation expense recognized in stock-based compensation expense in the consolidated statements of operations. Until the stock option is deemed to have been exercised through the repayment of the notes, any distributions on these shares will be deemed compensation expense.

The Company is not the legal obligor of the Class A-2 Unit awards. Therefore, the obligation (liability classified award) remains with the Partnership and any stock-based compensation charges incurred are recognized as additional paid-in capital through a noncash contribution with an offsetting charge to stock-based compensation expense.

In connection with the HELOC Transaction in November 2022, the Buyer established the Binford Aggregator LP Executive Equity Incentive Plan (the "2022 Plan"), which governs the Class B stock-based incentive compensation granted to certain employees. All remaining units available for issuance under the 2018 Plan were settled upon adoption of the 2022 Plan.

The 2022 Plan provides participants with an opportunity to indirectly participate in the distribution of the future profits of the Company. The awards issued under the 2022 Plan (known as Class B Profit Interest Units) are classified as equity awards. Compensation expense is estimated at the grant date based on an award’s fair value as calculated by an options pricing model. Compensation expense is recognized using the graded vesting attribution method over the requisite service period of five years and is included in stock-based compensation expense on the consolidated statements of operations. The Company made a policy election to recognize forfeitures as they occur.

The Company recognized stock-based compensation expense related to the settlement of the awards issued under the 2018 Plan and the Class A-2 Unit awards in connection with the HELOC Transaction. Refer to Note 11 for further details.

Advertising Costs

The Company administers the NAF funded by the franchisees for which the associated revenue is recognized in franchise service fees on the consolidated statements of operations. The NAF pays for costs of preparing and producing various advertising and marketing materials for the franchisees.

The NAF advertising expenses are recognized as incurred and are included in franchise support expenses on the consolidated statements of operations. NAF expenses for the year ended December 31, 2022 and for the period from May 14, 2021 to December 31, 2021 were $14,972 and $8,613, respectively.

Non-NAF advertising expenses are recognized as incurred and included in both franchise sales expense and franchise support expenses on the consolidated statements of operations. For the year ended December 31, 2022 and for the period from May 14, 2021 to December 31, 2021, $1,916 and $2,079, respectively, were expensed in the consolidated statements of operations.

Fair Value Measurements

The Company applies fair value accounting for all financial assets and liabilities and nonfinancial assets and liabilities that are recognized or disclosed at fair value in the consolidated financial statements on a recurring basis. The Company defines fair value 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. When determining the fair value measurements for assets and liabilities, which are required to be recorded at fair value, the Company considers the principal or most advantageous market in which the Company would transact and the market-based risk measurements or assumptions that market participants would use in pricing the asset or liability, such as inherent risk, transfer restrictions and credit risk.

The Company applies the following fair value hierarchy, which prioritizes the inputs used to measure fair value into three levels and bases the categorization within the hierarchy upon the lowest level of input that is available and significant to the fair value measurement:

Level 1 Quoted prices in active markets for identical assets or liabilities.

Level 2 Observable inputs other than quoted prices in active markets for identical assets and liabilities, quoted prices for identical or similar assets or liabilities in inactive markets, or other inputs that are observable or can be corroborated by observable market data for substantially the full term of the assets or liabilities.

Level 3 Inputs that are generally unobservable and typically reflect management's estimates of assumptions that market participants would use in pricing the asset or liability.

The carrying amounts of cash and cash equivalents, accounts receivable, inventory, prepaid expenses, accounts payable, accrued liabilities and deferred franchise fees approximate fair value because of the short maturity of the instruments.

Recently Issued Accounting Pronouncements

Leases

In February 2016, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) No. 2016-02, Leases (Topic 842), which supersedes the current lease guidance under Accounting Standards Codification (ASC) 840. Topic 842 increases transparency and comparability among organizations by requiring the recognition of lease assets and lease liabilities on the balance sheets and disclosure of key information about leasing arrangements for both lessees and lessors.

The Company adopted Topic 842 on January 1, 2022, using the modified retrospective transition approach, and as a result did not recast prior periods. Prior year amounts are presented under ASC 840. The Company applied the package of practical expedients permitted under the transition guidance which allows for the carry forward of historical lease identification, lease classification and initial direct costs for existing leases on the adoption date and does not require the assessment of existing lease contracts to determine whether the contracts contain a lease or initial direct costs. The adoption of ASC 842 did not have a significant impact on the Company's consolidated financial statements.

Credit Losses

In June 2016, the FASB issued ASU No. 2016-13, Financial Instruments - Credit Losses ("ASC 326"): Measurement of Credit Losses on Financial Instruments, which requires the application of a current expected credit loss ("CECL") impairment model to financial assets measured at amortized cost (including trade accounts receivable), net investments in leases, and certain off-balance-sheet credit exposures. Under the CECL model, lifetime expected credit losses on such financial assets are measured and recognized at each reporting date based on historical, current, and forecasted information. Furthermore, the CECL model requires financial assets with similar risk characteristics to be analyzed on a collective basis. ASC 326 is effective for the Company on January 1, 2023. The Company is in the process of assessing the impact that ASU No. 2016-13 will have on the Company's consolidated financial position, results of operations, cash flows, and disclosures.

Reference Rate Reform

In March 2020, the FASB issued ASU 2020-04, "Reference Rate Reform (Topic 848)." This ASU provides optional means and exceptions for applying GAAP to contracts, hedging relationships and other transactions that reference LIBOR or other reference rates expected to be discontinued because of the reference rate reform. The amendments in this ASU are effective for all entities as of March 12, 2020 through December 31, 2024. As the Company enters into new contracts, the Company is implementing the ASU.

4. Inventory, net

Inventory consisted of the following as of December 31, 2022 and 2021:

	2022		
	Gross	**Reserve**	**Net**
Products for sale	$ 3,205	$ (416)	$ 2,789
Total inventory	**$ 3,205**	**$ (416)**	**$ 2,789**

	2021		
	Gross	**Reserve**	**Net**
Products for sale	$ 3,254	$ (457)	$ 2,797
Total inventory	**$ 3,254**	**$ (457)**	**$ 2,797**

5. Prepaid Expenses and Other Current Assets

Prepaid expenses and other current assets consisted of the following as of December 31, 2022 and 2021:

	2022	**2021**
Notes receivable	$ 1,084	$ 1,198
Prepaid expenses	3,981	1,792
Other current assets	461	550
Total prepaid expenses and other current assets	**$ 5,526**	**$ 3,540**

6. Property and Equipment

Property and equipment consisted of the following as of December 31, 2022 and 2021:

	Estimated Useful Life	**2022**	**2021**
Buildings and leasehold improvements	5 - 30 years	$ 1,895	$ 1,895
Software- for internal use	1 - 3 years	4,211	3,853
Software- to be sold	3 - 5 years	30,214	8,472
Vehicles	2 - 5 years	473	473
Office equipment and furniture	2 - 5 years	995	992
Machinery, equipment and tools	2 - 7 years	258	38
Land		143	143
Software in development		6,791	17,498
Total property and equipment		**44,980**	**33,364**
Less: Accumulated depreciation and amortization		(12,941)	(5,115)
Property and equipment, net		**$ 32,039**	**$ 28,249**

As of December 31, 2022 and 2021, software in development consisted of software for internal use of $2,680 and $710, respectively, and to be sold of $4,111 and $16,788, respectively.

Depreciation and amortization expense recognized in the consolidated statements of operations was $8,207 and $2,340 for the year ended December 31, 2022 and for the period from May 14, 2021 to December 31, 2021, of which $6,401 and $1,154 for the year ended December 31, 2022 and for the period from May 14, 2021 to December 31, 2021 related to software to be sold and was included in franchise support expenses in the consolidated statements of operations.

7. Other Long-Term Assets

Other long-term assets consisted of the following as of December 31, 2022 and 2021:

	2022	2021
Cost to obtain contracts - commissions	$ 7,551	$ 5,745
Contract assets	-	406
Prepaid customer incentive payments	957	1,449
Notes receivable	630	470
Other	409	691
Total other long-term assets	**$ 9,547**	**$ 8,761**

8. Intangible Assets and Goodwill

Intangible Assets, Net
Intangible assets consisted of the following as of December 31, 2022 and 2021:

	As of December 31, 2022				
	Estimated Useful Life	Gross Amount	Accumulated Amortization	Net Amount	Weighted Average Remaining Useful Life
Trademarks	15-25 years	$ 169,610	$ 21,566	$ 148,044	21.9
Franchise relationships	15 years	347,807	85,974	261,833	10.8
Software	10 years	7,500	2,750	4,750	6.3
Proprietary processes	10 years	2,449	888	1,561	6.5
Noncompetition agreements	5 years	641	335	306	2.7
Intangible assets, net		**$ 528,007**	**$ 111,513**	**$ 416,494**	

	As of December 31, 2021				
	Estimated Useful Life	Gross Amount	Accumulated Amortization	Net Amount	Weighted Average Remaining Useful Life
Trademarks	15-25 years	$ 147,156	$ 15,585	$ 131,571	22.4
Franchise relationships	15 years	328,618	64,002	264,616	12.2
Software	10 years	7,500	2,000	5,500	7.3
Proprietary processes	10 years	2,449	643	1,806	7.5
Noncompetition agreements	5 years	641	207	434	3.7
Intangible assets, net		**$ 486,364**	**$ 82,437**	**$ 403,927**	

Amortization expense was $29,076 and $18,120, for the year ended December 31, 2022 and for the period from May 14, 2021 to December 31, 2021, respectively.

Estimated amortization expense for the subsequent five years and thereafter is as follows:

2023	$ 31,121
2024	31,094
2025	31,071
2026	30,997
2027	30,994
Thereafter	261,217
	$ 416,494

Goodwill
Changes in the net carrying amount of goodwill for the year ended December 31, 2022 and for the period from May 14, 2021 to December 31, 2021 was as follows:

Balance at May 14, 2021	$ 249,072
Parent business combination adjustments	(201)
Balance at December 31, 2021	**248,871**
Contribution of assets and liabilities	42,913
Balance at December 31, 2022	**$ 291,784**

During the periods presented, the Company did not record any goodwill impairment charges.

9. Accrued and Other Liabilities

Accrued and other liabilities consisted of the following as of December 31, 2022 and 2021:

	2022	2021
Employee expenses	$ 476	$ 316
Rebates	1,405	2,213
Advertising	6,234	7,326
Capital expenditures	860	1,049
Other	1,219	2,787
Total accrued and other liabilities	**$ 10,194**	**$ 13,691**

10. Other Long-Term Liabilities

Other long-term liabilities consisted of the following as of December 31, 2022 and 2021:

	2022	2021
Deferred revenue	$ 28,439	$ 17,375
Other	336	330
Total other long-term liabilities	**$ 28,775**	**$ 17,705**

11. Stock-based Compensation

Class B Profit Interest Units

2018 Equity Plan

Upon the formation of the Parent in 2018, the Parent established an equity incentive plan (the "2018 Plan"). The Plan provided participants with an opportunity to participate in the distribution of the future profits of the Parent. The awards issued under the Plan are also referred to as Class B Profit Interest Units. One third of Class B Profit Interest Units vest over time and are conditioned upon the achievement of a set return on invested capital. Remaining awards vest as the Parent achieves multiples of the invested capital and are conditioned upon occurrence of a change in control, Initial Public Offering ("IPO") or a qualified leverage recapitalization ("change in control events").

In connection with the HELOC Transaction, all of the Class B awards issued under the 2018 Plan vested and were settled pursuant to the change in control provisions provided for in the award agreement. The Company recognized $1,149 and $4,030 in stock-based compensation expense for the settlement of the time vesting and performance vesting awards, respectively, of which $3,244 was allocated by specific allocation (unit holder) and $1,935 was allocated based on revenue for the year ended December 31, 2022. Compensation expense related to the time vesting Class B interest units of $584 was recognized in stock-based compensation expense on the consolidated statements of operations, of which $275 was allocated by specific identification (unit holder) and $309 was allocated based on revenue for the period from May 14, 2021 to December 31, 2021.

Prior to closing of the HELOC Transaction, the Parent modified the terms of the Class B Profit Interests previously granted to five management team members to allow for continued vesting post-separation. As a result of these modifications, the Company recognized stock-based compensation expense of approximately $1,215 for the year ended December 31, 2022 based on the modification date fair value which is reflected in amounts disclosed above.

2022 Equity Plan

In November of 2022, in connection with the HELOC Transaction, the Parent entered into the Binford Aggregator LP Executive Equity Incentive Plan (the "2022 Plan").

The awards issued under the 2022 Plan are also referred to as Class B Profit Interest Units. For the 2022 Plan, 26.67% of Class B Profit Interest Units vest over time and are conditioned upon the participant's continued employment and the achievement of a set return on invested capital. Remaining awards vest as the Company achieves multiples of the invested capital and are conditioned upon occurrence of a change in control or a qualified leverage recapitalization ("change in control events").

For the Class B Profit Interest Units granted under the 2022 Plan, for the year ended December 31, 2022, the Company determined that it is not probable that any of the change in control events will occur and, as such, compensation expenses related to the portion of the awards conditioned upon occurrence of these events has not been recognized in the consolidated financial statements as of and for the year ended December 31, 2022.

The awards that have a time-vesting component are earned in equal tranches upon each of the anniversaries over the period of five years which was determined to be the requisite service period. These awards will not vest until the return on invested capital condition is met or upon occurrence of the change in control events even as the time-vesting condition is met. As of December 31, 2022, no units were vested.

The table below summarizes transactions for unit holders of the Company:

	Time-Vesting Units		
	Weighted Average Fair Value	**Class B Profit Interest Units**	**Weighted Average Remaining Contractual Term**
Units outstanding as of May 14, 2021	**$ 0.31**	**4,317,274**	**2.2 years**
Granted	0.49	716,970	
Forfeitures	-	-	
Units outstanding as of December 31, 2021	**$ 0.34**	**5,034,244**	**2.5 years**
Granted	-	-	
Forfeitures	-	-	
Vested due to change of control	0.34	(5,034,244)	
Units outstanding as of November 30, 2022	**$ -**	**-**	**N/A**
Granted under 2022 Plan	0.30	17,539,639	
Forfeitures	-	-	
Vested	-	-	
Units outstanding as of December 31, 2022	**$ 0.30**	**17,539,639**	**4.92 years**

	Performance-Vesting Units		
	Weighted Average Fair Value	**Class B Profit Interest Units**	**Weighted Average Remaining Contractual Term**
Units outstanding as of May 14, 2021	**$ 0.17**	**8,634,547**	**2.2 years**
Granted	0.26	1,433,940	
Forfeitures	-	-	
Units outstanding as of December 31, 2021	**$ 0.18**	**10,068,487**	**2.5 years**
Granted	-	-	
Forfeitures	-	-	
Vested due to Plan modification	0.18	(10,068,487)	
Units outstanding as of November 30, 2022	**$ -**	**-**	**N/A**
Granted under 2022 Plan	0.22	48,225,786	
Forfeitures	-	-	
Vested	-	-	
Units outstanding as of December 31, 2022	**$ 0.22**	**48,225,786**	**4.92 years**

The fair value of each option award is estimated on the date of the grant using the Black-Scholes options pricing model with the following assumptions for the years ended December 31, 2022 and 2021:

	2022	**2021**
Dividend Yield	0%	0%
Risk-free interest rate	3.8%	1.6%
Expected life of options	5 years	5 years
Volatility	47.5%	37.5%

Expected volatilities are based on the average volatilities of comparable companies over the expected term. The risk-free interest rate is based on the average of the five-year treasury rate on the grant date of the options.

For the year ended December 31, 2022, compensation expense related to time vesting Class B profit interest units of $310 was recognized in stock-based compensation expense under the 2022 Plan on the consolidated statements of operations, of which $190 was allocated by specific allocation (unit holder) and $120 was allocated based on revenue.

As of December 31, 2022 and 2021, the Company had $4,941 and $649 of unrecognized stock-based compensation expense related to unvested time vesting stock-based compensation arrangements. As of December 31, 2022 and 2021, the Company had $10,719 and $1,379 of unrecognized stock-based compensation expense related to unvested performance vesting stock-based compensation arrangements.

Class A-2 Units Issued to Certain Executives
The Partnership provided certain executives with ownership interests in the Partnership (known as Class A-2 Units) in exchange for promissory notes and rollover equity, in accordance with the Contribution, Rollover and Subscription agreement. Under the terms of this agreement, the Company's executives were provided ownership interests in the Partnership in exchange for promissory notes.

These agreements are in substance, compensation arrangements and are accounted for as instruments similar to a stock option. Compensation expense is recognized at each balance sheet date with the changes in value recorded in the consolidated statements of operations with the corresponding recognition of the noncash contribution from the Partnership in additional paid in capital in the consolidated balance sheets.

The Company elected to account for these awards using the intrinsic valuation technique which represents excess value of the employees' Class A-2 units that were exchanged for promissory notes over the exercise price (which represents the face value of the promissory notes plus accrued interest). 15,600,000 of A-2 units were granted on September 21, 2018 and the intrinsic value of these awards on the grant date was equal to the value of the award. There were no additional grants of these awards during 2021 or 2022. There were no forfeitures or exercises of these award during the years ended December 31, 2022 and 2021.

All Class A-2 units were settled by the Partnership as a result of the HELOC Transaction based on the Transaction Date fair value. As a result, the Company recognized a gain of $1,080 for the year ended December 31, 2022 in stock-based compensation expense on the consolidated statements of operations. For the period from May 14, 2021 to December 31, 2021, the Company recognized a stock-based compensation expense of $5,366 in the consolidated statements of operations. As of November 30, 2022 and December 31, 2021, the amount of (gain) expense allocated to the Company by specific identification (unit holder) amounted to $(253) and $1,115 and amount of (gain) expense allocated based on revenue amounted to $(827) and $4,251, respectively.

12. Related Parties

The Company has related party transactions with the Parent and Guarantor, which for the year ended December 31, 2022 and for the period from May 14, 2021 to December 31, 2021 consists of a distribution to Guarantor related to the Parent's centralized cash management arrangement of $69,644 and $25,915 and general and administrative expenses and stock-based compensation allocated to the Company by the Parent of $10,191 and $7,050 and $4,409 and $5,950, respectively (Note 3). The Company also has related party revenue with the Parent due to certain royalty and other contractual fees owed to the Company by the Parent. For the year ended December 31, 2022 and for the period from May 14, 2021 to December 31, 2021 the Company recognized $15,642 and $5,417, respectively, of related party revenue. As of December 31, 2022 and 2021, the Company had related party receivables of $1,213 and $520, respectively.

The Company has several agreements in place with related parties through common ownership by the Partnership, in the ordinary course of business as follows:

- Paycor, a HR and payroll solutions company, provided payroll support services to the Parent and related expenses were allocated to the Company for the year ended December 31, 2022 and for the period from May 14, 2021 to December 31, 2021.

- Assured Partners, a national partnership of financial services firms, provided insurance and employee benefits services to the Parent and related expenses were allocated to the Company for the year ended December 31, 2022 and for the period from May 14, 2021 to December 31, 2021.

- Thoughtworks, a software development and digital transformation company, provided software solutions to the Parent and related expenses were allocated to the Company for the year ended December 31, 2022 and for the period from May 14, 2021 to December 31, 2021.

The Company also employs twenty-seven individuals as of December 31, 2022 and 2021 who own and operate franchises of wholly owned subsidiary businesses.

The Company recorded revenue and the corresponding accounts receivable related to these arrangements for the year ended December 31, 2022 and for the period from May 14, 2021 to December 31, 2021.

Related party transactions consisted of the following:

	Transaction	2022	2021
Related parties through common ownership			
Paycor	Expenses paid	$ 117	$ 64
Assured partners	Expenses paid	50	36
Thoughtworks	Expenses paid	1,694	5,088
Transactions with employees			
Revenue		$ 4,973	$ 2,134
Accounts receivable		529	103

13. Contingencies

The Company is engaged in various legal proceedings incidental to its normal business activities. Management has determined that it is not probable that the Company has incurred any loss contingencies as defined in ASC Topic 450, Contingencies. Accordingly, no liabilities have been recorded for such matters as of December 31, 2022 and 2021. Management believes that the outcome of such matters will not have a material effect on the Company's consolidated financial statements.

14. Employee Benefit Plans

The Company sponsors a 401 (k) plan covering the majority of its employees meeting certain eligibility requirements. During the year ended December 31, 2022, the Plan provides for matching contributions of 50% of employee contributions, up to 10% of the participating employee's contributions. During the period from May 14, 2021 to December 31, 2021, the Plan provided for matching contributions of 100% of employee contributions, up to 4% of the participating employee's contributions. The Company's contributions to the Plan totaled $896 and $469 for the year ended December 31, 2022 and for the period from May 14, 2021 to December 31, 2021, respectively.

15. Subsequent Events

The Company evaluated subsequent events and transactions for potential recognition and disclosure in the consolidated financial statements through April 21, 2023, the date the consolidated financial statements were available to be issued. The Company did not identify any matters.

GUARANTEE OF PERFORMANCE

For value received, AB Assetco LLC, a Delaware limited liability company located at 7120 Samuel Morse Drive, Suite 300, Columbia, Maryland 21046 (the "**Guarantor**"), absolutely and unconditionally guarantees to assume the duties and obligations of Junkluggers Franchising SPE LLC, a Delaware limited liability company located at 7120 Samuel Morse Drive, Suite 300, Columbia, Maryland 21046 (the "**Franchisor**"), under its franchise registration in each state where the franchise is registered, and under its Franchise Agreement identified in its Franchise Disclosure Document issued April 30, 2023, as amended, February 9, 2024 and as that Franchise Agreement may be entered into with franchisees and amended, modified or extended from time to time. This guarantee continues until all such obligations of the Franchisor under its franchise registrations and the Franchise Agreement are satisfied or until the liability of Franchisor to its franchisees under the Franchise Agreement has been completely discharged, whichever occurs first. The Guarantor is not discharged from liability if a claim by a franchisee against the Franchisor remains outstanding. Notice of acceptance is waived. The Guarantor does not waive receipt of notice of default on the part of the Franchisor. This guarantee is binding on the Guarantor and its successors and assigns.

The Guarantor executes this guarantee at Columbia, Maryland, on the 9th day of February, 2024.

Guarantor: AB Assetco LLC

By: ______________________

Print Name: Brian Balconi
Title: Chief Legal Officer

Authority Brands Inc. and Subsidiaries

Consolidated Financial Statements

December 31, 2022, 2021 and 2020 and for the years then ended

Authority Brands Inc. and Subsidiaries
Index to Consolidated Financial Statements
December 31, 2022, 2021 and 2020 and for the years then ended

Report of Independent Auditors

To the Board of Directors of Authority Brands Inc.

Opinion

We have audited the accompanying consolidated financial statements of Authority Brands Inc. and its subsidiaries (the "Company"), which comprise the consolidated balance sheets as of December 31, 2022, 2021 and 2020, and the related consolidated statements of comprehensive loss, of changes in stockholder's equity and of cash flows for the years then ended, including the related notes (collectively referred to as the "consolidated financial statements").

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2022, 2021 and 2020, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

Emphasis of Matter

As discussed in Note 2 to the consolidated financial statements, the Company changed the manner in which it accounts for leases in 2022. Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Consolidated Financial Statements

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

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

Auditors' Responsibilities for the Audit of the Consolidated Financial Statements

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

In performing an audit in accordance with US GAAS, we:

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

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

PricewaterhouseCoopers LLP

April 21, 2023

Authority Brands Inc. and Subsidiaries
Consolidated Balance Sheets
(*In thousands*)

	As of December 31,	
	2022	2021
Assets		
Current assets		
Cash and cash equivalents	$ 14,151	$ 26,889
Restricted cash	3,216	2,001
Accounts receivable, net	31,519	24,179
Inventory, net	6,739	5,712
Prepaid expenses and other current assets	9,482	6,933
Total current assets	65,107	65,714
Property and equipment, net	50,459	40,877
Operating lease right-of-use assets	14,136	-
Intangible assets, net	463,026	440,261
Goodwill	429,385	349,439
Other assets	11,886	9,315
Total assets	**$ 1,033,999**	**$ 905,606**
Liabilities and Stockholder's Equity		
Current liabilities		
Accounts payable	$ 10,968	$ 8,005
Accrued and other liabilities	28,405	29,950
Deferred revenue	13,586	10,406
Operating lease liabilities, current portion	3,870	-
Current maturities on long-term debt	4,500	4,250
Total current liabilities	61,329	52,611
Operating lease liabilities, non-current portion	10,979	-
Long-term debt, net	513,058	414,273
Deferred tax liability, net	28,603	33,570
Other long-term liabilities	35,390	21,591
Total liabilities	**649,359**	**522,045**
Stockholder's equity	384,640	383,561
Total liabilities and stockholder's equity	**$ 1,033,999**	**$ 905,606**

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

Authority Brands Inc. and Subsidiaries
Consolidated Statements of Comprehensive Loss
(*In thousands*)

	Years Ended December 31,	
	2022	**2021**
Revenues		
Franchise service fees	$ 152,837	$ 129,084
Franchise sales fees	5,222	4,339
Residential services	186,266	133,347
Other revenues	31,031	23,967
Total revenues	375,356	290,737
Costs and expenses		
Franchise support expenses	101,662	71,316
Franchise sales expenses	2,355	4,259
Residential service expenses	148,881	112,523
General and administrative expenses	51,338	42,155
Stock-based compensation expenses	21,820	26,803
Management fees and expenses	345	-
Transaction costs	25,103	2,183
Depreciation and amortization	44,370	35,628
Total costs and expenses	395,874	294,867
Operating loss	(20,518)	(4,130)
Loss on extinguishment of debt	-	(9,715)
Interest expense, net	(18,902)	(22,696)
Loss before income taxes	(39,420)	(36,541)
Income tax benefit	3,790	2,402
Net loss	**$ (35,630)**	**$ (34,139)**
Other comprehensive loss		
Change in foreign currency translation adjustment	-	(12)
Other comprehensive loss	-	(12)
Comprehensive loss	**$ (35,630)**	**$ (34,151)**

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

Authority Brands Inc. and Subsidiaries
Consolidated Statements of Changes in Stockholder's Equity
Years Ended December 31, 2022 and 2021
(*In thousands*)

	Common Stock		**Additional Paid-In Capital**	**Accumulated Deficit**	**Accumulated Other Comprehensive Loss**	**Total Stockholder's Equity**
	Units	**Amount**				
Balances at December 31, 2020	**1**	**-**	**$ 437,418**	**$ (48,381)**	**$ (3)**	**$ 389,034**
Capital contributions	-	-	1,875	-	-	1,875
Stock-based compensation	-	-	26,803	-	-	26,803
Other comprehensive loss	-	-	-	-	(12)	(12)
Net loss	-	-	-	(34,139)	-	(34,139)
Balances at December 31, 2021	**1**	**-**	**466,096**	**(82,520)**	**(15)**	**383,561**
Capital contributions	-	-	36,024	-	-	36,024
Stock-based compensation	-	-	21,820	-	-	21,820
Distributions to parent	-	-	(21,135)	-	-	(21,135)
Net loss	-	-	-	(35,630)	-	(35,630)
Balances at December 31, 2022	**1**	**$ -**	**$ 502,805**	**$ (118,150)**	**$ (15)**	**$ 384,640**

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

Authority Brands Inc. and Subsidiaries
Consolidated Statements of Cash Flows
(*In thousands*)

	Years Ended December 31,	
	2022	**2021**
Cash flows from operating activities		
Net loss	$ (35,630)	$ (34,139)
Adjustments to reconcile net loss to net cash provided by (used in) operating activities		
Depreciation and amortization	50,771	37,069
Reduction in inventory reserve	(39)	339
Bad debt expense	1,637	1,290
Stock-based compensation	21,820	26,803
Gain on disposal of property and equipment	(305)	(288)
Amortization of deferred loan costs	1,692	1,976
Loss on extinguishment of debt	-	9,715
Deferred taxes	(4,278)	(2,984)
Other	-	308
Changes in assets and liabilities		
Accounts receivable	(3,845)	(5,836)
Inventory	(843)	(836)
Prepaid expenses and other current assets	(2,326)	(1,431)
Other assets	(1,572)	(1,518)
Accounts payable	1,815	1,819
Accrued liabilities	(6,254)	8,166
Other liabilities	138	59
Deferred revenue	3,365	4,588
Operating lease right-of-use assets and operating lease liabilities, net	145	-
Net cash provided by operating activities	26,291	45,100
Cash flows from investing activities		
Business acquisitions, net of cash acquired	(94,792)	(21,828)
Purchases of assets through asset acquisition	(1,570)	(26,414)
Purchases of property and equipment	(1,772)	(1,272)
Proceeds on disposal of property and equipment	332	257
Capitalized software development costs	(12,446)	(15,955)
Net cash used in investing activities	(110,248)	(65,212)
Cash flows from financing activities		
Distributions to parent	(21,135)	-
Capital contributions	-	275
Principal payments on finance lease obligations	(2,775)	(2,302)
Borrowings from long-term debt, net of deferred financing cost	103,869	445,943
Repayments of long-term debt	(7,525)	(409,982)
Net cash provided by financing activities	72,434	33,934
(Decrease)/increase in cash and cash equivalents	(11,523)	13,822
Cash, restricted cash and cash equivalents		
Beginning of year	$ 28,890	$ 15,068
End of year	**$ 17,367**	**$ 28,890**

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

Authority Brands Inc. and Subsidiaries
Consolidated Statements of Cash Flows, Continued
(*In thousands*)

	Years Ended December 31,	
	2022	2021
Reconciliation of cash, restricted cash, and cash equivalents reported in the consolidated balance sheet		
Cash and cash equivalents	$ 14,151	$ 26,889
Restricted cash	3,216	2,001
Total cash, restricted cash, and cash equivalents shown in the statement of cash flows	**$ 17,367**	**$ 28,890**
Supplemental disclosures of cash flow information		
Interest paid	$ 16,243	18,830
Taxes paid, net of refunds	1,098	400
Noncash investing and financing activities		
Change in indemnification asset	-	1,060
Change in uncertain tax position	-	(1,060)
Capital expenditures included in accrued liabilities	906	1,227
Finance lease assets exchanged for lease liabilities	6,688	2,691
Noncash business acquisition consideration	(36,024)	(1,600)
Capital contribution – rollover equity	36,024	1,600

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

1. Organization and Description of Business

Authority Brands Inc. and Subsidiaries ("the Company" or "Authority Brands"), formally known as Villa Bidco Inc. and Subsidiaries prior to the Company's name change on May 17, 2021, is the parent company of a number of franchisors and related businesses operating in the United States and internationally. The Company is wholly owned by Villa Aggregator LP (the "Partnership") through Villa TopCo Inc.

On March 24, 2021, in contemplation of a whole business securitization which was completed on May 14, 2021 (see Note 12), fifteen wholly owned entities were established by the Company. The first three entities formed were AB SPE Guarantor LLC and Subsidiaries ("Guarantor") a direct, wholly-owned subsidiary of the Company which directly and wholly owns AB Issuer LLC ("Issuer"), a newly formed special purpose Delaware limited liability company which directly and wholly owns AB Assetco LLC and Subsidiaries ("AB Assetco"), a Delaware limited liability company.

AB Assetco wholly owns the following Special Purpose Entity ("SPE") entities:

- The Cleaning Authority Franchising SPE LLC ("The Cleaning Authority Franchisor")
- Homewatch CareGivers Franchising SPE LLC ("Homewatch Franchisor")
- Mosquito Squad Franchising SPE LLC ("Mosquito Squad Franchisor")
- ASP Franchising SPE LLC ("ASP Franchisor")
- Benjamin Franklin Franchising SPE LLC ("Benjamin Franklin Franchisor")
- Mister Sparky Franchising SPE LLC ("Mister Sparky Franchisor")
- One Hour Air Conditioning Franchising SPE LLC ("One Hour Air Conditioning Franchisor")
- Monster Franchising SPE LLC ("Monster Franchisor")
- STOP Franchising SPE LLC ("STOP Franchisor")
- DoodyCalls Franchising SPE LLC ("DoodyCalls Franchisor")
- BuyMax SPE LLC ("BuyMax SPE")
- Successware SPE LLC ("SuccessWare SPE")
- Junkluggers Franchising SPE LLC ("Junkluggers Franchising SPE") – formed in 2022

Guarantor and each of its subsidiaries other than Issuer are collectively referred to as Guarantors. Issuer and Guarantors are collectively referred to as "Securitization Entities".

The Company wholly owns the following remaining entities, collectively referred to as "Non Securitization Entities":

- The Cleaning Authority, Inc. ("The Cleaning Authority Canada")
- The Cleaning Authority LLC ("The Cleaning Authority")
- Mighty Maids LLC ("TCA of Columbia, MD")
- Homewatch CareGivers LLC ("Homewatch CareGivers")
- Homewatch Canada, Inc. ("Homewatch Canada")
- Homewatch CareGivers International, Inc. ("Homewatch International")
- Pool Water Holdings LLC and its subsidiaries ("America's Swimming Pool" or "ASP") which includes: ASP Franchising LLC, ASP Aviation LLC and Greeneland LLC
- Clockwork Inc. and its subsidiaries ("Clockwork"), which includes: Successware, Inc., Benjamin Franklin Franchising LLC, Mister Sparky Franchising LLC, One Hour Air Conditioning Franchising LLC, Clockwork IP LLC, Quality A/C Service LLC, New Millenium Academy LLC, UWIN LLC and BuyMax LLC
- Authority Brands LLC

- Mosquito Squad Franchising LLC (“Mosquito Squad”)
- Monster Topco LLC and its subsidiaries (“Monster”) which includes Monster New Franchisor LLC and Monster New Tree Service LLC
- DoodyCalls Inc. and its affiliates DoodyCalls LLC, DoodyCalls Services LLC and DoodyCalls Intellectual Property LLC (“DoodyCalls”)
- STOP Franchising, Inc. (“STOP”)
- LMS LLC, LMSNH LLC, and LMSRI Inc. (“Macchia”)
- Color World Topco LLC and its subsidiaries ("Color World") which includes: Color World New Housepainting LLC and Color World New Franchise Systems LLC
- Woofie's TopCo LLC and its subsidiaries ("Woofie") which includes: Woofie's Leesburg LLC, Woofie's Ashburn LLC, Woofie's Pet Ventures LLC and Woofie's Mobile Pet Spa LLC
- DRYmedic Restoration Novi, LLC ("DRYmedic")
- DRYmedic Restoration Services LLC ("DRYmedic Restoration")
- Junkluggers Franchising LLC ("Junkluggers Franchising")
- JL TopCo Inc. and its subsidiaries ("Junkluggers") which includes Junkluggers LLC and Lug Life LLC.

Color World, Woofie's, DRYmedic, DRYmedic Restoration, Junkluggers Franchising, and Junkluggers were acquired by the Company in 2022 (Note 3).

DoodyCalls and Macchia were acquired by the Company in 2021 (Note 3).

On November 30, 2022 (“Transaction Date”), Binford Aggregator LP, a Delaware limited partnership, (“the Buyer”), indirectly owned by affiliates of Apax Partners Fund X and British Columbia Investment Management Corporation (“BCI”), became the sole limited partner of the Company’s parent company, Villa Aggregator LP (the “Partnership” or “Seller”), indirectly owned by Apax Partners Fund IX, whereby the Buyer acquired 100% of the issued and outstanding equity interests of Villa Aggregator LP (collectively the “HELOC Transaction”). The HELOC Transaction qualified as a change of control in accordance with ASC 805. However, the Company has not elected pushdown accounting and accordingly, the acquisition is not reflected in these consolidated financial statements. The Company paid $15,402 of Buyer transaction expenses on behalf of the Partnership, which have been recognized as a distribution to parent in the consolidated statements of stockholder’s equity for the year ended December 31, 2022. The Company incurred $20,790 of seller transaction expenses, which is recognized in transaction costs in the consolidated statements of comprehensive loss for the year ended December 31, 2022. In addition, the Company distributed $5,733 to the Partnership as a source of funds for the transaction.

In connection with the HELOC Transaction, the Company entered into the Binford Aggregator LP Executive Equity Incentive Plan (the "2022 Plan"). All awards granted and outstanding under the Villa Aggregator LP Amended and Restated Executive Equity Incentive Plan (the “2018 Plan”) vested as of the Transaction Date, as a result of the change in control, and were rolled over or settled in cash on the Transaction Date. As a result, the Company recognized stock-based compensation expense for the awards that vested on the Transaction Date. Refer to Note 14 Stock-Based Compensation for further information.

As of December 31, 2022 and 2021, the Company owned and operated 25 and 20 store locations, respectively. Expenses related to the management and operation of these owned businesses are included in the residential service expenses line in the consolidated statements of comprehensive loss for the years ended December 31, 2022 and 2021.

Franchised outlets as of December 31, 2022 and 2021 are summarized as follows:

	Franchises as of December 31, 2021	**Acquired During the Period**	**Opened During the Period**	**Closed During the Period**	**Reacquired by Franchisor**	**Franchises as of December 31, 2022**
Ben Franklin	256	-	24	(4)	-	276
Mister Sparky	116	-	23	-	-	139
One Hour	340	-	16	(5)	-	351
Homewatch	212	-	22	(10)	-	224
Mosquito Squad	223	-	5	(13)	-	215
The Cleaning Authority	209	-	10	(3)	-	216
America's Swimming Pool	345	-	37	(21)	-	361
Monster	244	-	12	(9)	-	247
DoodyCalls	54	-	22	(3)	-	73
STOP/DRYmedic	28	-	2	(3)	-	27
Junkluggers	-	95	29	(8)	(3)	113
Color World	-	56	8	(14)	-	50
Woofie's	-	2	7	-	-	9
Total	**2,027**	**153**	**217**	**(93)**	**(3)**	**2,301**

Dollar values presented in the consolidated financial statements are in thousands of US dollars, unless otherwise stated.

2. Summary of Significant Accounting Policies

Financial Statement Preparation and Principles of Consolidation

The accompanying consolidated financial statements of the Company have been prepared in accordance with generally accepted accounting principles and practices of the United States of America ("GAAP") and include the accounts of the Company and its wholly owned subsidiaries outlined in Note 1. All intercompany accounts and transactions have been eliminated in consolidation.

Use of Estimates

The preparation of the consolidated financial statements in conformity with GAAP requires management to make certain estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements, and the reported amounts of revenues and expenses during the reporting period. The areas that require the use of management estimates include purchase price allocation, deferred income taxes, the carrying value of goodwill and stock-based compensation. Actual results could differ from those estimates.

Revenue Recognition

Revenue is recognized in accordance with Accounting Standards Codification ("ASC") 606 – Revenue from Contracts with Customers, using a five-step revenue model, as follows: identifying the contract with the customer; identifying the performance obligations in the contract; determining the transaction price; allocating the transaction price to the performance obligations; and recognizing revenue when (or as) the entity satisfies a performance obligation.

The following describes principal activities from which the Company generates its revenues and the associated revenue recognition policies:

Franchise Revenue

Franchise revenue consists of royalty, national advertising, local advertising, software fees, call center and initial franchise fees charged to franchisees. The Company administers the national advertising fund ("NAF") which is funded by the franchisees and is used to pay for the costs of preparing and producing various advertising and marketing materials for the franchisees.

The Company's primary performance obligation under franchise agreements is granting rights to use the Company's intellectual property over the term of the franchise agreement. Brand royalty and NAF fees are primarily based on a percentage of franchisee sales and the Company recognizes revenue for these fees as they become billable when the underlying franchisee sales occur. These fees are generally billed on a monthly basis. Fixed franchise and NAF fees, which are included in certain brand franchise agreements, are recognized on a straight-line basis over the franchise agreement term. Initial franchise fees are not associated with a service distinct from the overall initial franchise right performance obligation and are therefore recognized on a straight-line basis over the franchise agreement term. The advertising funded through the NAF benefits the franchise brands overall, rather than the individual franchise owners, and therefore is not a performance obligation separate from the overall franchise right. Any underspending of NAF contributions is recorded as accrued and other liabilities on the consolidated balance sheets.

Local advertising, software and call center services provide a distinct benefit from the franchise right and are therefore separate performance obligations. Fees associated with these services are generally billed as a monthly fixed or usage-based amount and are recognized as revenue as the services are performed either on a straight-line basis over the contract term if the fee is fixed or as invoiced if the fee is based on usage.

Franchise revenue, except for initial franchise fees, is included in the franchise services fees on the consolidated statements of comprehensive loss. Initial franchise fees are included in franchise sales fees on the consolidated statements of comprehensive loss.

Company-Owned Store Revenue
Revenue from company-owned stores is generally recognized when the services are performed, which typically occurs on a single day. Payment is due within a short period of time after the service has been performed. The Company also offers extended warranties and annual service plans. Revenue associated with these services is recognized on a straight-line basis over the contract term. Fees are generally billed annually in advance and are included in deferred revenue and other long-term liabilities on the consolidated balance sheets until revenue recognition occurs.

Company-owned store revenue is included in residential services on the consolidated statements of comprehensive loss.

Product Sales Revenue
The Company sells products to franchisee and non-franchisee customers. Revenue for product sales in which the Company has inventory risk is recognized at a point in time when control transfers to the buyer, which is generally when the product is shipped to the customer. Payment is due within a short period of time after the shipment.

The Company acts as an agent in respect of certain third-party products that are sold through the Company’s online platform. The Company has no inventory risk on these products as they are drop shipped to the end customer and the third-party vendor is primarily responsible for fulfilling the order. The Company therefore recognizes revenue at an amount equal to the net fees received after payment to the third-party vendor.

The Company recognized $9,913 and $9,320 of revenue from product sales for the years ended December 31, 2022 and 2021, respectively, in other revenues on the consolidated statements of comprehensive loss.

Obligations arising for returns, refunds, and other assurance warranties are infrequent and are not significant to the consolidated financial statements for the years ended December 31, 2022 and 2021.

Revenue is recognized net of any taxes collected from customers which are subsequently remitted to taxing authorities. These taxes are recorded as a liability when the amounts are billed to franchisees and the liability is relieved when payments are made to the respective taxing authority.

Rebates
Rebates received from third-party vendors in return for the Company maintaining a buying program that connects the vendors with the Company’s franchisee customers are recognized as revenue as they become due, which is generally on a monthly basis. Rebates are calculated as a percentage of third-party sales. The Company recognized $18,134 and $12,558 of rebates in other revenue on the consolidated statements of comprehensive loss for the year ended December 31, 2022 and 2021, respectively.

Software Service Revenue
Software service revenue consists of the Company's software and mobile product services that are provided on a continuous basis for the contractual period. Where the Company has determined that the customer obtains a right to access software services, the Company recognizes revenue on a straight-line basis over the contractual term beginning when the customer has access to the service. Software service revenue is typically billed on a monthly basis. The Company’s performance obligation is satisfied evenly over time. The Company recognized $7,084 and $6,752 of software service revenue for the years ended December 31, 2022 and 2021, respectively, in franchise service fees on the consolidated statements of comprehensive loss.

Revenue is recognized net of any taxes collected from customers which are subsequently remitted to taxing authorities. These taxes are recorded as a liability when the amounts are billed to franchisees and the liability is relieved when payments are made to the respective taxing authority.

Contract Balances
Contract assets, which relate to fixed franchise and NAF fees for certain franchise agreements, are amounts for which revenue has been recognized but the Company’s right to consideration is conditional upon performing further service. Current contract assets are included in prepaid expenses and other current assets. The long-term contract asset balance is included in other assets on the consolidated balance sheets.

Contract liabilities are amounts collected, or an unconditional right to consideration (receivable) in advance of delivery of goods or services. Contract liabilities are typically related to billed amounts for obligations that have not yet been satisfied and therefore may not be recognized until conditions of the contract are met. Contract liabilities consist of initial franchise fees and service plans. Initial franchise fees are collected near the execution date of the franchise agreement and recognized on a straight-line basis over the franchise agreement term. Fees for services plans are collected upfront and recognized over the life of the plan, which is generally one year. The current portion of contract liabilities is included in deferred revenue on the consolidated balance sheets. Long-term contract liabilities are included in other long-term liabilities on the consolidated balance sheets.

The following table presents closing balances of contract assets and liabilities as of December 31, 2022 and 2021:

	Balance at December 31,		Location on the Consolidated Balance Sheets
	2022	2021	
Contract assets - short-term	$ 406	$ -	Prepaid expenses and other current assets
Contract assets - long-term	-	406	Other assets
Contract liabilities - short-term	13,586	9,382	Deferred revenue
Contract liabilities - long-term	28,439	17,375	Other long-term liabilities

The Company recognized revenue of $3,681 and $2,749 for amortization of initial franchise fees for the years ended December 31, 2022 and 2021 in franchise sales fees on the consolidated statements of comprehensive loss. The Company recognized revenue of $8,101 and $6,584 for amortization of service plans for the years ended December 31, 2022 and 2021 in residential services on the consolidated statements of comprehensive loss.

Costs Incurred to Obtain a Contract with Customers
The Company capitalizes commissions paid to brokers that are a direct result of obtaining a new franchise agreement and amortizes these costs over the franchise agreement period. These costs are capitalized in prepaid expenses and other current assets and other assets on the consolidated balance sheets. The Company recognized $689 and $479 of commission costs in franchise sales expenses on the consolidated statements of comprehensive loss for the years ended December 31, 2022 and 2021.

Accounts Receivable and Allowance for Doubtful Accounts

Accounts receivable are stated at the amount management expects to collect from outstanding balances. Management determines the allowance for doubtful accounts based on its assessment of the current status of individual accounts. Uncollectible accounts are written off against the allowance when collection of the amounts appears doubtful. As of December 31, 2022 and 2021, the allowance for doubtful accounts was $3,170 and $1,866, respectively. During the years ended December 31, 2022 and 2021, the Company recognized bad debt expense of $1,637 and $1,290 and had write-offs of uncollectible accounts of $403 and $77, respectively.

Cash and Cash Equivalents

The Company considers all cash and highly liquid investments purchased with an initial maturity of three months or less to be cash or cash equivalents. Cash consists primarily of cash on hand and cash on deposit. The Company maintains its cash in banks in which deposits may, from time to time, exceed federally insured limits. The Company has not experienced any losses in such accounts and believes that it is not exposed to any significant credit risks related to cash.

In accordance with Accounting Standards Update (“ASU”) 2016-15 Statement of Cash Flows (Topic 230), cash payments made not soon after (defined as more than three months) the acquisition date of a business combination to settle any contingent consideration liabilities, the payments are separated and classified as cash outflows from financing activities and operating activities. Cash payments up to the amount of the contingent consideration liability recognized at the acquisition date (including measurement-period adjustments) are classified as financing activities; any excess is classified as operating activities. The Company did not pay any contingent consideration during the years ended December 31, 2022 and 2021.

Restricted Cash

As of December 31, 2022 and 2021, the Company held $3,216 and $2,001, respectively, in restricted cash under the requirements of certain corporate insurance plans and as collateral in connection with the borrowing facilities.

Inventory

Inventory consists of products, materials and equipment to be sold and is stated at the lower of cost or net realizable value, with cost determined using weighted-average, on a first-in, first-out method. Inventory is assessed on an annual basis for slow moving and obsolete items. As of December 31, 2022 and 2021, the Company had an inventory reserve of $513 and $552, respectively.

Property and Equipment

Property and equipment is stated at historical cost and depreciated using the straight-line method over the estimated useful life of the assets. Additions and betterments are capitalized, maintenance and repairs which do not extend the useful life of the assets are expensed as incurred in general and administrative expenses on the consolidated statements of comprehensive loss.

Capitalized Software, Net

The Company capitalizes certain costs incurred in the development of various internally used software platforms, in accordance with ASC 350-40, “Internal-Use Software”, which requires certain costs incurred during the application development stage be capitalized and other costs incurred during the preliminary project and post-implementation stages be expensed as they are incurred. The Company also develops software platforms and mobile applications to be sold and capitalizes costs in accordance with ASC 985-20, “Software – Cost of Software to be Sold, Leased or Marketed”, which requires development costs incurred in the research and development of new software products be expensed as incurred until technological feasibility, in the form of a working model, has been established, at which time such costs are capitalized until the product is available for general release to customers.

The Company capitalizes software development costs when the preliminary project stage is completed and the technological feasibility is established. Capitalized costs include personnel and related expenses for employees and third-party contractors who are directly associated with and who devote time to software projects. Any costs incurred to significantly upgrade or enhance the Company's software platform are also capitalized. Costs related to the preliminary project activities and post-implementation support activities are expensed as incurred. Amortization of capitalized software costs accounted for in accordance with ASC 350-40 and ASC 985-20 are recognized in depreciation and amortization and franchise support expenses, respectively, on the consolidated financial statements using a straight-line method over an estimated useful life of three to five years for mobile applications and software platforms, respectively.

Leases

A lease is a contract, or part of a contract, that conveys the right to control the use of an identified asset(s) for a period of time in exchange for consideration. Contracts determined to be or contain a lease include explicitly or implicitly identified assets where the Company has the right to substantially all of the economic benefits of the assets and the ability to direct how and for what purpose the assets are used during the lease term. Leases are classified as either operating or financing.

Finance and operating lease right-of-use ("ROU") assets and lease liabilities are recognized at the lease commencement date based on the present value of the future minimum lease payments over the lease term. The lease term represents the non-cancelable period of the lease, including any lessee options to renew, extend, or terminate which are considered to be reasonably certain of exercise. Some of the Company's leases include one or more options to renew and extend the lease term. The exercise of lease renewal options is at the Company's sole discretion and generally, a renewal option is not deemed to be reasonably certain to be exercised until such option is legally executed.

For operating leases, the Company utilizes the private company practical expedient for discount rates and uses a risk-free rate when the discount rate is not readily determinable in the lease. The Company recognizes lease expense for fixed lease payments on operating leases on a straight-line basis over the lease term, while variable lease payments are recognized as incurred.

Assets held under finance leases are included in property and equipment on the consolidated balance sheets and are amortized over the lesser of the term of the related lease or the estimated useful life of the asset. For financing leases, the implied rate is utilized based on the monthly interest disclosed by vendors on monthly invoicing.

The Company applies the short term lease exemption and does not recognize ROU assets and lease liabilities for leases with a lease term of 12 months or less for all asset classes. The Company has elected to not separate lease and non-lease components (such as common area maintenance) when amounts are fixed, determinable and combined within monthly lease payments.

The Company evaluates whether events and circumstances have occurred that indicate right-of-use assets have been impaired. Measurement of any impairment of such assets is based on their fair values. Once a ROU asset for a lease is impaired, the carrying amount of the right-of-use asset is reduced through expense and the remaining balance is subsequently amortized on a straight-line basis.

Intangible Assets

Intangible assets consist of trademarks, franchise and referral relationships, customer relationships, software, proprietary processes, and noncompetition agreements. Intangible assets are stated at their estimated fair value at the date of acquisition. Amortization is computed over the estimated useful lives of the related intangible assets using the straight-line method.

Long-lived Assets

In accordance with ASC 360, "Accounting for Impairment or Disposal of Long-Lived Assets", long- lived assets, such as property and equipment and intangible assets, are reviewed for impairment, whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Recoverability of assets to be held and used is measured by a comparison of the carrying amount of an asset group to estimated undiscounted future cash flows expected to be generated by the asset group. If not recoverable, the Company determines the fair value of the asset group using a discounted cash flow. If the carrying amount of an asset group exceeds its estimated discounted future cash flows, an impairment charge is recognized at the amount by which the carrying amount of the asset group exceeds the fair value of the asset group. The Company did not recognize any impairment charges for the years ended December 31, 2022 and 2021.

Goodwill

Goodwill represents the excess of acquisition costs over the fair value of assets and liabilities acquired, including specifically identified intangible assets. Goodwill is not amortized but is tested for impairment annually as of the last day of each fiscal year in line with guidance prescribed by ASU 2021-03 "Accounting Alternative for Evaluating Triggering Events" and evaluated if the facts and circumstances at year end indicate if any triggering event existed.

In conducting impairment testing, the Company has the option to first assess qualitative factors to determine whether the existence of events or circumstances leads to a determination that it is more likely than not that the estimated fair value of a reporting unit is less than its carrying amount. If the Company performs a qualitative assessment and determines that the carrying value more likely than not exceeds the fair value, then the quantitative impairment test is performed, otherwise no further analysis is required. The Company also may elect not to perform the qualitative assessment and, instead, proceed directly to the quantitative impairment test. The ultimate outcome of the goodwill impairment assessment will be the same whether the Company chooses to perform the qualitative assessment or proceed directly to the quantitative impairment test.

The Company chose to perform a qualitative impairment test for goodwill as of December 31, 2022 and 2021. The Company determined that the recorded value for goodwill was not impaired.

Deferred Loan Costs

In accordance with ASU 2015-03, Simplifying the Presentation of Debt Issuance Costs ("ASU 2015-03"), the Company capitalizes and defers certain loan costs, which are presented on the consolidated balance sheets as a reduction of long-term debt or within other assets, when they relate to undrawn amounts from the Company's Class A-1 Notes and delayed draw facility. These costs are amortized over the term of the debt using the straight-line method, which approximates the effective interest method.

Stock-Based Compensation

Upon the formation of the Company in 2018, the Partnership established the Villa Aggregator LP Amended and Restated Executive Equity Incentive Plan (the " 2018 Plan"), which governs certain stock-based and other incentive compensation with the employees. The Plan provides employees an opportunity to indirectly participate in the distribution of the future profits of the Company.

The awards issued under the 2018 Plan (known as Class B Profit Interest Units) are classified as equity awards. Compensation expense is estimated at the grant date based on an award's fair value as calculated by the Monte-Carlo simulation valuation model. Compensation expense is recognized using the graded vesting attribution method over the requisite service period of five years and is included in stock-based compensation expense on the consolidated statements of comprehensive loss. The Company made a policy election to recognize forfeitures as they occur.

The Company also provided certain executives with ownership interests in the Partnership (known as Class A-2 Units) in exchange for promissory notes and rollover equity. The promissory notes only have recourse against the employee's Class A-2 units, as such they are considered to be a stock option in accordance with GAAP. In addition, the notes have an interest rate that is based on a third party indexed rate, and therefore the stock option is classified as a liability award by the Partnership. Liability classified awards are measured at each reporting date using the intrinsic value model with the related compensation expense recognized in stock-based compensation expense in the consolidated statements of comprehensive loss. Until the stock option is deemed to have been exercised through the repayment of the notes, any distributions on these shares will be deemed compensation expense.

The Company is not the legal obligor of the Class A-2 Unit awards. Therefore, the obligation (liability classified award) remains with the Partnership and any stock-based compensation charges incurred are recognized as additional paid-in capital through a noncash contribution with an offsetting charge to stock-based compensation expense.

In connection with the HELOC Transaction in November 2022, the Company established the Binford Aggregator LP Executive Equity Incentive Plan (the "2022 Plan"), which governs the Class B stock-based incentive compensation granted to certain employees. All remaining units available for issuance under the 2018 Plan were settled upon adoption of the 2022 Plan.

The 2022 Plan provides participants with an opportunity to indirectly participate in the distribution of the future profits of the Company. The awards issued under the Plan (known as Class B Profit Interest Units) are classified as equity awards. Compensation expense is estimated at the grant date based on an award's fair value as calculated by an options pricing model. Compensation expense is recognized using the graded vesting attribution method over the requisite service period of five years and is included in stock-based compensation expense on the consolidated statements of comprehensive loss. The Company made a policy election to recognize forfeitures as they occur.

The Company recognized stock-based compensation expense related to the settlement of the awards issued under the 2018 Plan and Class A-2 Units in connection with the HELOC Transaction. Refer to Note 14 for further details.

Taxes

The Company is subject to federal and state income taxes. Accordingly, an income tax provision has been recognized for federal and state income taxes. The Cleaning Authority Canada and Homewatch Canada are Canadian corporations that are subject to Canadian income taxes. For 2022 and 2021, income taxes for The Cleaning Authority Canada and Homewatch Canada were insignificant.

The Company provides for income taxes in accordance with the asset and liability method. Under this method, deferred tax assets and liabilities are recognized for future tax consequences attributable to differences between the carrying amounts of existing assets and liabilities for financial reporting and for income tax reporting. The deferred tax assets or liabilities represent the future tax return consequences of those differences, which will either be taxable or deductible when the assets and liabilities are recovered or settled. Deferred tax assets are reduced by a valuation allowance when it is more likely than not that some portion or all of the deferred tax assets will not be realized.

For balance sheet presentation purposes, the Company nets its deferred tax asset and deferred tax liability positions by tax jurisdiction and classifies the resulting net deferred tax asset and/or net deferred tax liability as noncurrent in accordance with ASU 2015-17, Income Taxes (Topic 740) Balance Sheet Classification of Deferred Taxes on the consolidated balance sheets.

The Company utilizes a two-step approach for recognizing and measuring uncertain tax positions accounted for in accordance with the asset and liability method. The first step is to evaluate the tax position for recognition by determining whether evidence indicates that it is more likely than not that a position will be sustained if examined by a taxing authority. The second step is to measure the tax benefit as the largest amount that is 50% likely to be realized upon settlement with a taxing authority. Income taxes are accounted for on an accrual basis.

Advertising Costs

The Company administers the NAF funded by the franchisees for which the associated revenue is recognized in franchise service fees on the consolidated statements of comprehensive loss. The NAF pays for costs of preparing and producing various advertising and marketing materials for the franchisees.

The NAF advertising expenses are recognized as incurred and are included in franchise support expenses on the consolidated statements of comprehensive loss. NAF expenses for the years ended December 31, 2022 and 2021 were $15,008 and $12,858, respectively.

Non-NAF advertising expenses are recognized as incurred and included in both franchise sales expense and residential service expenses on the consolidated statements of comprehensive loss. For the years ended December 31, 2022 and 2021, $16,970 and $15,904, respectively, were expensed in the consolidated statements of comprehensive loss.

Foreign Currency Translation

The assets and liabilities of foreign operations in Canada, whose functional currency is other than the U.S. dollar, are translated to U.S. dollars at the period end exchange rates and revenues and expenses are translated at average exchange rates for the period. Differences arising from this translation are included in the foreign currency translation adjustment component of accumulated other comprehensive (loss) income.

For all operations, the monetary items denominated in currencies other than the functional currency are remeasured at period-end exchange rates and transaction gains and losses are included in general and administrative expense in the consolidated statements of comprehensive loss.

Nonmonetary items are remeasured at historical rates. Impacts resulting from the foreign currency fluctuations were not significant to the consolidated financial statements as of and during the periods presented.

Fair Value Measurements

The Company applies fair value accounting for all financial assets and liabilities and nonfinancial assets and liabilities that are recognized or disclosed at fair value in the consolidated financial statements on a recurring basis. The Company defines fair value 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. When determining the fair value measurements for assets and liabilities, which are required to be recorded at fair value, the Company considers the principal or most advantageous market in which the Company would transact and the market-based risk measurements or assumptions that market participants would use in pricing the asset or liability, such as inherent risk, transfer restrictions and credit risk.

The Company applies the following fair value hierarchy, which prioritizes the inputs used to measure fair value into three levels and bases the categorization within the hierarchy upon the lowest level of input that is available and significant to the fair value measurement:

Level 1 Quoted prices in active markets for identical assets or liabilities.

Level 2 Observable inputs other than quoted prices in active markets for identical assets and liabilities, quoted prices for identical or similar assets or liabilities in inactive markets, or other inputs that are observable or can be corroborated by observable market data for substantially the full term of the assets or liabilities.

Level 3 Inputs that are generally unobservable and typically reflect management’s estimates of assumptions that market participants would use in pricing the asset or liability.

The carrying amounts of cash and cash equivalents, restricted cash, accounts receivable, inventory, prepaid expenses, accounts payable, accrued liabilities and deferred franchise fees approximate fair value because of the short maturity of the instruments. The carrying value of long-term debt approximates fair value as the stated interest rates are at market rates.

Recently Issued Accounting Pronouncements

Leases

In February 2016, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) No. 2016-02, Leases (Topic 842), which supersedes the current lease guidance under Accounting Standards Codification (ASC) 840. Topic 842 increases transparency and comparability among organizations by requiring the recognition of lease assets and lease liabilities on the balance sheet and disclosure of key information about leasing arrangements for both lessees and lessors.

The Company adopted Topic 842 on January 1, 2022 using the modified retrospective transition approach, and as a result did not recast prior periods. Prior year amounts are presented under ASC 840. The Company applied the package of practical expedients permitted under the transition guidance which allows for the carry forward of historical lease identification, lease classification and initial direct costs for existing leases on the adoption date and does not require the assessment of existing lease contracts to determine whether the contracts contain a lease or initial direct costs.

The adoption of this standard resulted in the recognition of operating lease ROU assets in the amount of $14,773 and lease liabilities in the amount of $15,300 for operating leases on the consolidated balance sheets for leases entered into before January 1, 2022. There was no cumulative effect adjustment to accumulated deficit as of January 1, 2022. The adoption of Topic 842 did not have a significant impact on the consolidated statements of comprehensive loss or cash flows. See Note 15 Leases.

Credit Losses
In June 2016, the FASB issued ASU No. 2016-13, Financial Instruments - Credit Losses (“ASC 326”): Measurement of Credit Losses on Financial Instruments, which requires the application of a current expected credit loss (“CECL”) impairment model to financial assets measured at amortized cost (including trade accounts receivable), net investments in leases, and certain off-balance-sheet credit exposures. Under the CECL model, lifetime expected credit losses on such financial assets are measured and recognized at each reporting date based on historical, current, and forecasted information. Furthermore, the CECL model requires financial assets with similar risk characteristics to be analyzed on a collective basis. ASC 326 is effective for the Company on January 1, 2023. The Company is in the process of assessing the impact that ASU No. 2016-13 will have on the Company’s consolidated financial position, results of operations, cash flows, and disclosures.

Reference Rate Reform
In March 2020, the FASB issued ASU 2020-04, “Reference Rate Reform (Topic 848).” This ASU provides optional means and exceptions for applying GAAP to contracts, hedging relationships and other transactions that reference LIBOR or other reference rates expected to be discontinued because of the reference rate reform. The amendments in this ASU are effective for all entities as of March 12, 2020 through December 31, 2024. As the Company enters into new contracts, the Company is implementing the ASU.

3. Acquisitions

Asset Acquisitions

Macchia

On December 30, 2021, the Company entered into a purchase and sale agreement to acquire 100% of the outstanding equity interests of LMS, LLC, LMSRI, Inc., and LMSNH, LLC for a purchase price of $24,726. The businesses represent a group of retail operations of Mosquito Squad. The purchase price was allocated to customer relationships intangible assets in the amount of $27,766, which will be amortized on straight line basis over its useful life of 5 years, vehicles and equipment in the amount of $1,500, deferred tax liability of $5,490 and other liabilities in the amount of $1,000. The transaction was funded with cash held on the seller’s balance sheet of $1,950 and cash held by the Company.

In accordance with guidance issued by the FASB for asset acquisitions, the purchase price was allocated to the assets acquired and liabilities assumed at cost. As such, no goodwill was recognized.

Other

During 2022 and 2021, the Company entered into several purchase and sale agreements to acquire 100% of the assets of other retail operations for an aggregate purchase price of $1,570 and $3,638, respectively. The acquisitions were funded with cash held by the Company. In accordance with guidance issued by the FASB for asset acquisitions, the purchase price was allocated to the assets acquired and liabilities assumed at cost. As such, no goodwill was recognized. The purchase price was allocated as follows:

Assets acquired	**2022**	**2021**
Current assets	$ 145	$ -
Property and equipment	270	405
Intangible assets and other assets	1,243	3,312
Assets acquired	1,658	3,717
Liabilities assumed	(88)	(79)
Purchase price	**$ 1,570**	**$ 3,638**

The acquired intangible assets had a preliminary useful life of 4 years.

As a result of the above transactions, the Company did not incur significant transaction costs during the year ended December 31, 2022. During the year ended December 31, 2021, the Company incurred transaction costs of $445.

Business Combinations

Junkluggers

On December 14, 2022, the Company entered into a purchase and sale agreement to acquire 100% of the outstanding equity interests of Junkluggers Franchising, LLC, Junkluggers, LLC and LugLife, LLC for a purchase price of $79,202. Junkluggers is an eco-friendly junk removal franchise company that focuses on utilizing sustainable practices to divert waste from landfills. Junkluggers was acquired to allow for the expansion of the Company's presence within its home services franchising platform. The acquisition was primarily funded with rollover equity of $16,000 and cash held by the Company. Goodwill largely consists of strategic and synergistic opportunities resulting from combining Junkluggers with the Company's existing businesses. The goodwill resulting from this acquisition is tax deductible.

As a result of the transaction, the Company incurred and expensed transaction costs of $2,084, which are included in transaction costs on the consolidated statements of comprehensive loss.

The Company accounted for the acquisition as a business combination pursuant to ASC 805. In accordance with ASC 805, fair values are assigned to tangible and identifiable intangible assets acquired and liabilities assumed at the acquisition date based on the information that was available as of the acquisition date.

The Company allocated the purchase price of the acquisition to identifiable assets acquired and liabilities assumed based on their estimated fair values as of the acquisition date. The excess of the purchase price over the aggregate fair values was recorded as goodwill.

The purchase price was allocated to the assets acquired and liabilities assumed based on their estimated fair values as follows:

Assets acquired		
Current assets	$	3,139
Operating lease right-of-use assets		1,115
Property and equipment		716
Goodwill		49,394
Intangible assets and other assets (1)		38,055
Deferred tax assets		458
Assets acquired		92,877
Operating lease liabilities		(1,115)
Deferred revenue		(8,089)
Other liabilities assumed		(4,471)
Purchase price	**$**	**79,202**

(1) Identifiable intangible assets acquired include referral relationships, trademarks, franchise relationships and noncompetition agreements which will be amortized on a straight-line basis over their preliminary useful lives of 15 years, 25 years, 15 years and 1 year, respectively.

DRYmedic

On November 4, 2022, the Company entered into a purchase and sale agreement to acquire 100% of the outstanding equity interests of DRYmedic Restoration Services, LLC and its subsidiaries for a purchase price of $45,556. DRYmedic provides disaster restoration services with a focus on water damage restoration, fire damage repair and mold removal and has been acquired to allow for the expansion of the Company's presence within its home services franchising platform. The acquisition was funded with rollover equity of $18,984 and borrowings from the Company's 2022 A-1 loan. Goodwill largely consists of strategic and synergistic opportunities resulting from combining DRYmedic with the Company's existing businesses. The goodwill resulting from this acquisition is tax deductible.

As a result of the transaction, the Company incurred and expensed transaction costs of $1,077, which are included in transaction costs on the consolidated statements of comprehensive loss.

The Company accounted for the acquisition as a business combination pursuant to ASC 805. In accordance with ASC 805, fair values are assigned to tangible and identifiable intangible assets acquired and liabilities assumed at the acquisition date based on the information that was available as of the acquisition date.

The Company allocated the purchase price of the acquisition to identifiable assets acquired and liabilities assumed based on their estimated fair values as of the acquisition date. The excess of the purchase price over the aggregate fair values was recorded as goodwill.

The purchase price was allocated to the assets acquired and liabilities assumed based on their estimated fair values as follows:

Assets acquired		
Current assets	$	5,038
Operating lease right-of-use assets		175
Property and equipment		276
Goodwill		25,963
Intangible assets and other assets [(1)]		17,113
Deferred tax assets		231
Assets acquired		48,796
Deferred revenue		(2,210)
Operating lease liabilities		(175)
Other liabilities assumed		(855)
Purchase price	**$**	**45,556**

(1) Identifiable intangible assets acquired include referral relationships, trademarks and noncompetition agreements which will be amortized on a straight-line basis over their preliminary useful lives of 15 years, 25 years and 3 years, respectively.

Woofie's

On January 21, 2022, the Company entered into a purchase and sale agreement to acquire 100% of the outstanding equity interests of Woofie's, LLC and its subsidiaries Woofie's Mobile Pet Spa, LLC and Woofie's Pet Venture, LLC for a purchase price of $5,043. Woofie's is a professional pet care franchise company that provides pet sitting, training, walking as well as mobile pet spa services and was acquired to allow for the expansion of the Company's presence within its home services franchising platform. The acquisition was funded with rollover equity of $1,040 and cash held by the Company. Goodwill largely consists of strategic and synergistic opportunities resulting from combining Woofie's with the Company’s existing businesses. No goodwill related to this acquisition is expected to be deductible for income tax purposes.

As a result of the transaction, the Company incurred and expensed transaction costs of $248, which are included in transaction costs on the consolidated statements of comprehensive loss.

The Company accounted for the acquisition as a business combination pursuant to ASC 805. In accordance with ASC 805, fair values are assigned to tangible and identifiable intangible assets acquired and liabilities assumed at the acquisition date based on the information that was available as of the acquisition date. The Company allocated the purchase price of the acquisition to identifiable assets acquired and liabilities assumed based on their estimated fair values as of the acquisition date. The excess of the purchase price over the aggregate fair values was recorded as goodwill.

The purchase price was allocated to the assets acquired and liabilities assumed based on their estimated fair values as follows:

Assets acquired		
Current assets	$	514
Operating lease right-of-use assets		989
Property and equipment		328
Goodwill		1,942
Intangible assets and other assets [(1)]		2,423
Assets acquired		6,196
Operating lease liabilities		(989)
Other liabilities assumed		(164)
Purchase price	**$**	**5,043**

(1) Identifiable intangible assets acquired include customer relationships, trademarks and franchise relationships which will be amortized on a straight-line basis over their preliminary useful lives of 4 years, 25 years and 15 years, respectively.

Color World

On January 10, 2022, the Company entered into a purchase and sale agreement to acquire 100% of the assets of Color World Franchise Systems, LLC, and Color World Housepainting Inc. for a purchase price of $4,386. Color World is a paint service franchising company that has been acquired to allow for the expansion of the Company's presence within its home services franchising platform. The acquisition was funded with cash held by the Company. Goodwill largely consists of strategic and synergistic opportunities resulting from combining Color World with the Company’s existing businesses. No goodwill related to this acquisition is expected to be deductible for income tax purposes.

As a result of the transaction, the Company incurred and expensed transaction costs of $197, which are included in transaction costs on the consolidated statements of comprehensive loss.

The Company accounted for the acquisition as a business combination pursuant to ASC 805. In accordance with ASC 805, fair values are assigned to tangible and identifiable intangible assets acquired and liabilities assumed at the acquisition date based on the information that was available as of the acquisition date.

The Company allocated the purchase price of the acquisition to identifiable assets acquired and liabilities assumed based on their estimated fair values as of the acquisition date. The excess of the purchase price over the aggregate fair values was recorded as goodwill.

The purchase price was allocated to the assets acquired and liabilities assumed based on their estimated fair values as follows:

Assets acquired		
Current assets	$	33
Operating lease right-of-use assets		263
Property and equipment		33
Goodwill		2,647
Intangible assets and other assets (1)		2,154
Assets acquired		5,130
Operating lease liabilities		(263)
Other liabilities assumed		(481)
Purchase price	**$**	**4,386**

(1) Identifiable intangible assets acquired include customer relationships, trademarks and franchise relationships which will be amortized on a straight-line basis over their preliminary useful lives of 4 years, 25 years and 15 years, respectively.

DoodyCalls

On February 17, 2021, the Company entered into a purchase and sale agreement to acquire 100% of the outstanding equity interests of DoodyCalls, Inc. and its affiliates DoodyCalls LLC, DoodyCalls Intellectual Property LLC for a purchase price of $23,428. DoodyCalls is a franchising company that provides pet waste removal services for homeowners and has been acquired to allow for the expansion of the Company's presence within its home services franchising platform. The acquisition was funded with rollover equity of $1,600 and borrowings from the Company's delayed draw credit facility. All goodwill that has been recognized in the acquisition relates to intangible assets that do not qualify for separate recognition. The goodwill resulting from this acquisition is tax deductible.

As a result of the transaction, the Company incurred and expensed transaction costs of $751, which are included in transaction costs on the consolidated statements of comprehensive loss. During the year ended December 31, 2022, there were no material changes to the purchase price allocation for the DoodyCalls Acquisition.

The purchase price was allocated to the assets acquired and liabilities assumed based on their estimated fair values as follows:

Assets acquired		
Current assets	$	1,163
Property and equipment		462
Goodwill		7,761
Intangible assets and other assets (1)		14,321
Assets acquired		23,707
Liabilities assumed		(279)
Purchase price	**$**	**23,428**

(1) Identifiable intangible assets acquired include customer relationships, trademarks, noncompetition agreements and franchise relationships which will be amortized on a straight-line basis over their preliminary useful lives of 4 years, 25 years, 5 years and 15 years, respectively.

4. Inventory, net

Inventory consisted of the following as of December 31, 2022 and 2021**:**

		2022				
		Gross		Reserve		Net
Products for sale	$	3,382	$	(416)	$	2,966
Materials		2,604		(59)		2,545
Equipment		1,266		(38)		1,228
Total inventory	**$**	**7,252**	**$**	**(513)**	**$**	**6,739**

		2021				
		Gross		Reserve		Net
Products for sale	$	3,310	$	(457)	$	2,853
Materials		2,080		(69)		2,011
Equipment		874		(26)		848
Total inventory	**$**	**6,264**	**$**	**(552)**	**$**	**5,712**

5. Prepaid Expenses and Other Current Assets

Prepaid expenses and other current assets consisted of the following as of December 31, 2022 and 2021:

	2022	2021
Notes receivable	$ 1,081	$ 1,196
Prepaid insurance	469	733
Prepaid advertising	2,598	914
Prepaid expenses - other	4,225	2,771
Other current assets	1,109	1,319
Total prepaid expenses and other current assets	**$ 9,482**	**$ 6,933**

6. Property and Equipment

Property and equipment consisted of the following as of December 31, 2022 and 2021:

	Estimated Useful Life	2022	2021
Buildings and leasehold improvements	5 - 30 years	$ 4,667	$ 4,473
Software- for internal use	1 - 3 years	5,568	4,085
Software- to be sold	3 - 5 years	30,214	8,472
Vehicles	2 - 5 years	20,548	12,715
Office equipment and furniture	2 - 5 years	3,255	2,493
Machinery, equipment and tools	2 - 7 years	1,813	835
Land		143	143
Software in development		7,242	18,392
Total property and equipment		**73,450**	**51,608**
Less: Accumulated depreciation and amortization		(22,991)	(10,731)
Property and equipment, net		**$ 50,459**	**$ 40,877**

As of December 31, 2022 software in development consisted of software for internal use and to be sold of $3,131 and $4,111, respectively. As of December 31, 2021, software in development consisted of software for internal use and to be sold of $1,376 and $17,016, respectively.

Depreciation and amortization expense recognized in the consolidated statements of comprehensive loss was $12,548 and $5,846, for the years ended December 31, 2022 and 2021, respectively, of which, $6,401 and $1,441 for the years ended December 31, 2022 and 2021 related to software to be sold was included in franchise support expenses in the consolidated statement of comprehensive loss.

7. Other Long-Term Assets

Other long-term assets consisted of the following as of December 31, 2022 and 2021:

	2022	2021
Indemnification asset	$ -	$ 402
Cost to obtain contracts - commissions	7,974	5,745
Contract assets	-	406
Prepaid customer incentive payments	957	1,449
Notes receivable	632	470
Deferred financing cost	1,811	779
Other	512	64
Total other long-term assets	**$ 11,886**	**$ 9,315**

8. Intangible Assets and Goodwill

Intangible Assets, Net

Intangible assets consisted of the following as of December 31, 2022 and 2021:

	As of December 31, 2022				
	Estimated Useful Life	**Gross Amount**	**Accumulated Amortization**	**Net Amount**	**Weighted Average Remaining Useful Life**
Trademarks	15-25 years	$ 170,832	$ 21,611	$ 149,221	21.9
Franchise relationships	15 years	350,075	86,114	263,961	11.5
Referral relationships	15 years	12,626	129	12,497	14.8
Software	10 years	7,500	2,750	4,750	6.3
Customer relationships	4-5 years	43,156	13,280	29,876	3.8
Proprietary processes	10 years	2,449	888	1,561	6.5
Noncompetition agreements	1-5 years	1,541	381	1,160	2.0
Intangible assets, net		**$ 588,179**	**$ 125,153**	**$ 463,026**	

	As of December 31, 2021				
	Estimated Useful Life	**Gross Amount**	**Accumulated Amortization**	**Net Amount**	**Weighted Average Remaining Useful Life**
Trademarks	15-25 years	$ 147,156	$ 15,585	$ 131,571	22.4
Franchise relationships	15 years	328,618	64,002	264,616	12.2
Software	10 years	7,500	2,000	5,500	7.3
Customer relationships	4-5 years	40,827	4,493	36,334	3.2
Proprietary processes	10 years	2,449	643	1,806	7.5
Noncompetition agreements	5 years	641	207	434	3.7
Intangible assets, net		**$ 527,191**	**$ 86,930**	**$ 440,261**	

Amortization expense was $38,223 and $31,223, for the years ended December 31, 2022 and 2021, respectively.

Estimated amortization expense for the subsequent five years and thereafter is as follows:

2023	$	41,143
2024		40,623
2025		39,200
2026		37,754
2027		32,574
Thereafter		271,732
	$	**463,026**

Goodwill

Changes in the net carrying amount of goodwill for the years ended December 31, 2022 and 2021 are as follows:

Balance at December 31, 2020	$	342,008
DoodyCalls		7,761
Monster adjustment		(281)
STOP adjustment		(49)
Balance at December 31, 2021		**349,439**
Color World		2,647
Woofie's		1,942
DRYmedic		25,963
Junkluggers		49,394
Balance at December 31, 2022	**$**	**429,385**

The adjustments to the purchase price allocation during 2021 were made to reflect consideration true-ups in accordance with the sale and purchase agreement and to reflect incremental information made available after the purchase price allocation.

During the periods presented, the Company did not record any goodwill impairment charges.

9. Accrued and Other Liabilities

Accrued and other liabilities consisted of the following as of December 31, 2022 and 2021:

	2022	2021
Employee expenses	$ 8,118	$ 9,569
Rebates	1,285	2,106
Accrued interest	3,355	2,727
Advertising	6,621	7,777
Capital expenditures	906	1,277
Finance lease obligations	2,742	1,796
Other	5,378	4,698
Total accrued and other liabilities	**$ 28,405**	**$ 29,950**

10. Taxes

Income tax benefit consisted of the following as of December 31, 2022 and 2021:

	2022	2021
Current		
Federal	$ -	$ -
State	488	582
	488	582
Deferred		
Federal	(3,441)	(2,411)
State	(837)	(573)
	(4,278)	(2,984)
Income tax benefit	**$ (3,790)**	**$ (2,402)**

Deferred income taxes consisted of the following as of December 31, 2022 and 2021:

	2022	2021
Deferred tax assets		
Net operating losses and credits	$ 19,966	$ 18,162
Deferred revenue	8,047	6,017
Interest limitation	7,237	3,056
Lease obligation liability	2,249	1,257
Operating lease liabilities	3,705	-
Accrued expenses	1,319	1,590
Allowance for doubtful accounts	780	466
Gross deferred tax asset	43,303	30,548
Deferred tax liabilities		
Intangibles	(43,665)	(46,975)
Goodwill	(22,130)	(16,131)
Operating lease right-of-use asset	(3,527)	-
Property and equipment	(2,578)	(993)
Other	(6)	(19)
Gross deferred tax liability	(71,906)	(64,118)
Total deferred tax liability	**$ (28,603)**	**$ (33,570)**

As of December 31, 2022 and 2021, the Company has net operating loss (“NOL”) carryforwards for U.S. federal tax purposes of $80,083 and $72,928, respectively. The federal NOL carryforwards have no expiration. As of December 31, 2022 and 2021, the Company has NOL carryforwards of approximately $61,762 and $58,501, respectively, for state income tax purposes. The state NOL carryforwards expire at various dates through 2042. As of December 31, 2022 and 2021, the Company has cumulative interest limitation carryforwards for U.S. federal tax purposes of $29,006 and $12,248, respectively.

The Company believes that it is more likely than not that the reversal of current deferred tax liabilities and the results of future operations will be sufficient to realize the deferred tax assets and has not recorded a valuation allowance as of December 31, 2022 and 2021.

Tax year 2019 and forward are open to examination by the Internal Revenue Service and various state tax authorities.

On March 27, 2020, the Coronavirus Aid, Relief, and Economic Security Act (the "CARES Act") was signed into law. The CARES Act is a stimulus bill that includes lending facilities to large and small business, expands unemployment benefits and implements individual and business tax changes. Furthermore, as permitted by the CARES Act, the Company elected to defer certain payments of employer share of social security tax that would otherwise be required to be paid during the period beginning on March 27, 2020 and ending December 31, 2020. The CARES Act allows employers to deposit 50% of the deferred taxes on or before December 31, 2021, and the remaining 50% by December 31, 2022. As of December 31, 2022 and 2021, the Company had remaining deferred employer social security taxes of $0 and approximately $1,266, respectively. The balance is reflected in accrued and other liabilities in the consolidated balance sheet.

As of December 31, 2022 and 2021, the Company recognized a liability for an uncertain tax position related to Mosquito Squad and its S-Corp election of $0 and $402, respectively, which includes potential interest and penalties. As of December 31, 2022 and 2021, potential interest was $0 and $38, respectively, and penalties were $0 and $61, respectively. This liability has been reflected in other long-term liabilities. An offsetting indemnification asset for $0 and $402 as of December 31, 2022 and 2021, respectively, has been recognized in other assets as a result of indemnifications provided in the stock purchase agreement between the Company and the seller of Mosquito Squad.

11. Other Long-Term Liabilities

Other long-term liabilities consisted of the following as of December 31, 2022 and 2021:

	2022	2021
Deferred revenue	$ 28,439	$ 17,375
Finance lease obligation	6,600	3,372
Uncertain tax position liability	-	402
Other	351	442
Total other long-term liabilities	**$ 35,390**	**$ 21,591**

12. Long-Term Debt

Long-term debt consisted of the following as of December 31, 2022 and 2021:

	Year Ended December 31, 2022	Year Ended December 31, 2021
Securitization		
Class A-1 2021 Notes	$ 15,500	$ 5,400
Class A-1 2022 Notes	91,330	-
Class A-2 Notes	421,813	423,938
Total debt	**528,643**	**429,338**
Less: Current portion	4,500	4,250
Less: Unamortized deferred loan costs	11,085	10,815
Long-term debt	**$ 513,058**	**$ 414,273**

	2022 Original Principal	2021 Original Principal	Rate	Maturity
Terms Loans				
Class A-2 Notes	$ -	$ 425,000	3.734%	7/30/2051
Other				
Class A-1 2022 Notes	$ 200,000	**$** -	3.25%+ (1)	10/31/2052
Class A-1 2021 Notes	$ -	10,400	2.625% + LIBOR	7/30/2051

(1) *The interest rate for purposes of the Series 2022-1 Class A-1 Notes is equal to the sum of 3.25% plus the greater of (i) the Series 2022-1 Prime Rate in effect, (ii) the Federal Funds Rate in effect on such day plus 0.50% and (iii) Term SOFR for one-month tenor plus 1.00%.*

As of December 31, 2022 and 2021, interest rates were as follows:

	As of December 31, 2022	As of December 31, 2021
Class A-1 2021 Notes	7.081%	2.728%
Class A-1 2022 Notes	8.893%	N/A
Class A-2 Notes	3.734%	3.734%

Debt Issuance costs related to undrawn amounts from the Company's Class A-1 Notes and delayed draw facility were $1,811 and $779 as of December 31, 2022 and 2021, respectively, and included within other assets on the consolidated balance sheets. Other deferred financing costs related to debt of $11,085 and $10,815 as of December 31, 2022 and 2021, respectively, are netted in long term debt on the consolidated balance sheets. Amortization of $1,692 and $1,976 is included in interest expense on the consolidated statements of comprehensive loss for the years ended December 31, 2022 and 2021, respectively.

The outstanding debt has a final legal maturity of July 2051 for Class A-2 and Class A-1 2021 Notes and October 2052 for Class A-1 2022 Notes. The Company expects to make principal payments on the Class A-2 Notes of $4,500 in the next year and has such amount in the current portion of long-term debt as of December 31, 2022.

Securitization
On May 14, 2021 (“Closing Date”), the Issuer completed a financing transaction (the “Securitization Transaction”) resulting in the issuance of the $5,000 in maximum principal amount Advance Funding Facility (the “Advance Funding Facility” or “AFF”), $50,000 in maximum principal amount of Series 2021-1 Variable Funding Senior Notes, Class A-1 (the “VFN” or the “Class A-1 2021 Notes”) and $425,000 of Series 2021-1 3.734% Fixed Rate Senior Secured Notes, Class A-2 (the “Term Notes” or “Class A-2 Notes”) and, together with the Advance Funding Facility and VFN, (the “Series 2021-1 Notes”). Additionally, on November 7, 2022, the Issuer completed an additional financing transaction resulting in the issuance of $200,000 in maximum principal amount of Series 2022-1 Variable Funding Senior Notes (the "Class A-1 2022 Notes").

As part of Securitization Transaction, the Company capitalized and deferred costs of $12,663, of which $11,863 were recorded as contra-liability to debt and $800 were recorded within other assets as they relate to undrawn amounts from the Company’s Class A-1 Notes as of December 31, 2021.

Advance Funding Facility
The Advance Funding Facility, which was undrawn as of December 31, 2022 and 2021, provides for a maximum outstanding principal amount of $5,000. Under the provisions of the AFF, any outstanding advances under the AFF bear interest at a variable rate, Prime Rate + 3%, and the Issuer is obligated to pay a commitment fee related to undrawn amounts. The Company paid a commitment fee of $150 and $130, which is recognized in interest expense in the consolidated statements of comprehensive loss for the years ended December 31, 2022 and December 31, 2021, respectively. Prime Rate means the rate of interest publicly announced from time to time by a commercial bank mutually agreed upon by the Manager and the Advance Funding Administrative Agent as its reference rate, base rate or prime rate. The AFF will terminate upon the earlier of the (i) the payment in full of all obligations relating to the Class A-2 Notes and (ii) payment in full of all interest on and principal of all AFF advances. The AFF is not a revolving facility and, accordingly, advances made and repaid are not permitted to be reborrowed.

Class A-1 2021 Notes
The Class A-1 2021 Notes provide for a maximum outstanding principal amount of $50,000. On the Closing Date, $10,400 was drawn in the form of advances and $5,076 in the form of letters of credit. Under the provisions of the Class A-1 2021 Notes, any outstanding LIBOR borrowings bear interest quarterly at a variable rate of 2.625% plus LIBOR, and the Issuer is obligated to pay fees of 0.50% accrued daily and paid quarterly related to undrawn amounts and any outstanding letters of credit. The anticipated repayment date for the Class A-1 2021 Notes is July 2026, subject to two one- year extensions upon the satisfaction of certain conditions. The final legal maturity date of the Class A-1 2021 Notes is July 2051. There are no principal payments due on the Class A-1 2021 Notes in the ordinary course, but the Class A-1 2021 Notes will be subject to rapid amortization if not paid in full by the anticipated repayment date. Since the Closing Date, the Company has repaid $5,400 of the advance and withdrew an additional $15,500 resulting in an outstanding balance of $15,500 as of December 31, 2022.

Class A-1 2022 Notes
On November 7, 2022 the Company entered into the Class A-1 2022 Notes purchase agreement. The Class A-1 2022 Notes provide for a maximum outstanding principal amount of $200,000. On the closing date, no amounts were drawn. The transaction was treated as issuance of new debt and not a modification or extinguishment to the Class A-1 2021 Notes and does not impact the borrowing capacity of terms of the Company's previous notes. Under the provisions of the Class A-1 2022 Notes, the Advance shall bear interest at (i) the base rate or (ii) if the required notice has been given for any SOFR interest accrual period, the term SOFR rate applicable to such SOFR interest accrual period for such advance. The base rate is defined as a rate per annum equal to the sum of (i) 3.25% plus (ii) the greater of (a) the series 2022-1 prime rate in effect on such day, (b) the Federal Funds Rate in effect on such day plus .50%, and (c) Term SOFR for a one-month tenor in effect on such day plus 1.00%. The anticipated repayment date for the Class A-1 2022 Notes is October 2024, subject to three one-year extensions upon the satisfaction of certain conditions. The Company intends to exercise the extension options and expects the subsequent repayment date to be October, 2026. The final legal maturity date of the Class A-1 2022 Notes is October 2052. There are no principal payments due on the Class A-1 2022 Notes in the ordinary course, but the Class A-1 2022 Notes will be subject to rapid amortization if not paid in full by the anticipated repayment date. Since the Closing Date, the Company has withdrawn $91,330 resulting in an outstanding balance of $91,330 as of December 31, 2022. As a result of the transaction, the Company incurred costs of $2,528, of which $1,154 were recorded as contra-liability to debt as of December 31, 2022 and $1,374 were recorded within other assets as they relate to undrawn amounts.

Class A-2 Notes
The Class A-2 Notes were issued in the amount of $425,000. The Class A-2 Notes have an anticipated repayment date of July 2028 and a legal final maturity date of July 2051. Interest is due quarterly, with 3 months of interest and commitment fees on the Class A-2 Notes, Class

A-1 2021 Notes and Class A-1 2022 Notes required to be on deposit at all times in an interest reserve account. Interest on the A-2 notes accrues at 3.734% per annum and is due and payable on a quarterly basis. Principal payments of 0.25% of the initial principal amount of the Class A-2 Notes is payable on a quarterly basis (unless a non-amortization test is satisfied, as defined in the agreement governing the Class A-2 Notes).

The Series 2021-1 Notes are collateralized by substantially all of the assets of Issuer and collateralized by substantially all of the assets of and guaranteed by the Guarantor. The Series 2021-1 Notes are not secured, collateralized or guaranteed by any entities other than the SPE entities as defined in Note 1. The net proceeds from the Securitization Transaction, after transaction expenses, in the amount of $397,737 were distributed by the Issuer to the Company to repay all of its previously outstanding term and revolving debt and to terminate all commitments thereunder.

Letters of Credit
The Company has three and two letters of credit outstanding in an aggregate face amount of $6,165 and $5,076 as of December 31, 2022 and 2021, respectively, for interest reserve requirements required by the Securitization Transaction, which reflects 3 months of interest on the Class A-2 Notes amount of $425,000, 3 months of interest and commitment fees on the 2021 Class A-1 Notes assuming an estimated usage of $25,000, and 3 months of interest and commitment fees on the 2022 Class A-1 Notes assuming an estimated usage of $95,000.

The Series 2021-1 Notes agreements require, among other things, maintenance by the Company of principal and interest debt service coverage ratios, debt to EBITDA ratios and debt to net cash flows of Securitized entities ratios. As of December 31, 2022 and 2021, the Company was in compliance with these covenants.

13. Stockholder’s Equity

As of December 31, 2022 and 2021, the Company had 1,000 shares of common stock issued, authorized and outstanding. The Company issued all 1,000 fully paid, nonassessable shares of the common stock at a par value of $0.001 per share, in exchange for aggregate subscription consideration of $1 US Dollar.

In accordance with the Certificate of Incorporation, the Company had a total of 1,000 shares of common stock to which it has the authority to issue with a par value of $0.001 per share.

Distributions to Parent were made totaling $21,135 in 2022 in connection with the HELOC Transaction, refer to Note 1 for details. No dividends or distributions were paid in 2021.

14. Stock-Based Compensation

Class B Profit Interest Units

2018 Equity Plan
Upon the formation of the company in 2018, the Company established an equity incentive plan (the “2018 Plan"). The Plan provided participants with an opportunity to participate in the distribution of the future profits of the Company. The awards issued under the Plan are also referred to as Class B Profit Interest Units. One third of Class B Profit Interest Units vest over time and are conditioned upon the achievement of a set return on invested capital. Remaining awards vest as the Company achieves multiples of the invested capital and are conditioned upon occurrence of a change in control, Initial Public Offering (“IPO”) or a qualified leverage recapitalization (“change in control events”).

In connection with the HELOC Transaction, all of the Class B awards issued under the 2018 plan vested and were settled pursuant to the change in control provisions provided for in the award agreement. The Company recognized $1,416 and $5,450 in stock-based compensation expense for the settlement of the time-vesting and performance-vesting awards, respectively, for the year ended December 31, 2022. Compensation expense related to the time-vesting Class B interest units of $1,502 was recognized in stock-based compensation expense on the consolidated statements of comprehensive loss for the year ended December 31, 2021. No units were vested as of December 31, 2021.

Prior to closing of the HELOC transaction, the Company modified the terms of the Class B Profit Interests previously granted to five management team members to allow for continued vesting post-separation. As a result of these modifications, the Company recognized stock-based compensation expense of $18,004 for the year ended December 31, 2022 based on the modification date fair value.

2022 Equity Plan
In November of 2022, in connection with the HELOC Transaction, the Company entered into the Binford Aggregator LP Executive Equity Incentive Plan (the "2022 Plan"). The Company had 249,963,605 Class B Profit Interest Units authorized for issuance under the 2022 Plan and 175,724,414 units outstanding as of December 31, 2022.

The awards issued under the 2022 Plan are also referred to as Class B Profit Interest Units. For the 2022 Plan, 26.67% of Class B Profit Interest Units vest over time and are conditioned upon the participant's continued employment and the achievement of a set return on invested capital.

Remaining awards vest as the Company achieves multiples of the invested capital and are conditioned upon occurrence of a change in control or a qualified leverage recapitalization (“change in control events”).

For the Class B Profit Interest Units granted under the 2022 Plan, for the year ended December 31, 2022, the Company determined that it is not probable that any of the change in control events will occur and, as such, compensation expenses related to the portion of the awards conditioned upon occurrence of these events has not been recognized in the consolidated financial statements as of and for the year ended December 31, 2022.

The awards that have a time-vesting component are earned in equal tranches upon each of the anniversaries over the period of five years which was determined to be the requisite service period. These awards will not vest until the return on invested capital condition is met or upon occurrence of the change in control events even as the time-vesting condition is met. As of December 31, 2022, no units were vested.

The table below summarizes transactions under the Company's stock-based compensation plans:

	Time-Vesting Units		
	Weighted Average Fair Value	**Class B Profit Interest Units**	**Weighted Average Remaining Contractual Term**
Units outstanding as of December 31, 2020	**$ 0.31**	**18,197,559**	**3.19 years**
Granted	0.59	1,216,609	
Forfeitures	-	-	
Units outstanding as of December 31, 2021	**$ 0.33**	**19,414,168**	**2.57 years**
Granted	0.02	964,876	
Forfeitures	0.28	(964,876)	
Vested due to change of control	0.32	(19,414,168)	
Units outstanding as of November 30, 2022	**$ -**	**-**	**N/A**
Granted under 2022 Plan	0.30	46,865,701	
Forfeitures	-	-	
Vested	-	-	
Units outstanding as of December 31, 2022	**$ 0.30**	**46,865,701**	**4.92 years**

	Performance-Vesting Units		
	Weighted Average Fair Value	**Class B Profit Interest Units**	**Weighted Average Remaining Contractual Term**
Units outstanding as of December 31, 2020	**$ 0.17**	**36,395,119**	**3.19 years**
Granted	0.32	2,433,219	
Forfeitures	-	-	
Units outstanding as of December 31, 2021	**$ 0.18**	**38,828,338**	**2.57 years**
Granted	0.02	9,663,251	
Forfeitures	0.15	(3,618,889)	
Vested due to Plan modification	0.13	(44,872,700)	
Units outstanding as of November 30, 2022	**$ -**	**-**	**N/A**
Granted under 2022 Plan	0.22	128,858,713	
Forfeitures	-	-	
Vested	-	-	
Units outstanding as of December 31, 2022	**$ 0.22**	**128,858,713**	**4.92 years**

The fair value of each option award is estimated on the date of the grant using the Black-Scholes options pricing model with the following assumptions for the years ended December 31, 2022 and 2021:

	2022	**2021**
Dividend Yield	0%	0%
Risk-free interest rate	3.8%	1.6%
Expected life of options	5 years	5 years
Volatility	47.5%	37.5%

Expected volatilities are based on the average volatilities of comparable companies over the expected term. The risk-free interest rate is based on the average of the five-year treasury rate on the grant date of the options.

Compensation expense related to time-vesting Class B profit interest units of $535 was recognized in stock-based compensation expense under the 2022 Plan on the consolidated statements of comprehensive loss during the year ended December 31, 2022.

As of December 31, 2022 and 2021, the Company had $13,525 and $1,669 of unrecognized stock-based compensation expense related to unvested time-vesting stock-compensation arrangements. As of December 31, 2022 and 2021, the Company had $28,642 and $6,941 of unrecognized stock-based compensation expense related to unvested performance-vesting stock-compensation arrangements.

Class A-2 Units Issued to Certain Executives

The Partnership provided certain executives with ownership interests in the Partnership (known as Class A-2 Units) in exchange for promissory notes and rollover equity, in accordance with the Contribution, Rollover and Subscription agreement. Under the terms of this agreement, the Company's executives were provided ownership interests in the Partnership in exchange for promissory notes.

These agreements are in substance, compensation arrangements and are accounted for as instruments similar to a stock option. Compensation expense is recognized at each balance sheet date with the changes in value recorded in the consolidated statements of comprehensive loss with the corresponding recognition of the noncash contribution from the Partnership in additional paid in capital in the consolidated balance sheet.

The Company elected to account for these awards using the intrinsic valuation technique which represents excess value of the employees' Class A-2 units that were exchanged for promissory notes over the exercise price (which represents the face value of the promissory notes plus accrued interest). 15,600,000 of A-2 units were granted on September 21, 2018 and the intrinsic value of these awards on the grant date was equal to the value of the award. There were no additional grants of these awards during 2021 or 2022. There were no forfeitures or exercises of these award during the years ended December 31, 2022 and 2021.

All Class A-2 units were settled by the Partnership as a result of the HELOC Transaction based on the Transaction Date fair value. As a result, the Company recognized a gain of $3,585 for the year ended December 31, 2022 in stock-based compensation expense on the consolidated statements of comprehensive loss. For the year ended December 31, 2021, the Company recognized a stock-based compensation expense of $25,301 in the consolidated statements of comprehensive loss, which represents the change in the fair value of these awards as of November 30, 2022 and December 31, 2021, respectively.

15. Leases

The Company leases office and retail space for its corporate employees, retail operations and vehicles.

Supplemental balance sheet information related to our finance and operating leases are as follows:

	Classification		2022
Assets			
Operating leases	Operating lease right-of-use assets	$	14,136
Finance leases	Property and equipment, net		9,122
Total leased assets			**23,258**
Liabilities			
Current portion:			
Operating leases	Operating lease liabilities, current portion		3,870
Finance leases	Accrued and other liabilities		2,742
Non-current portion:			
Operating leases	Operating lease liabilities, non-current portion		10,979
Finance leases	Other long-term liabilities		6,600
Total lease liabilities			**24,191**
Weighted average remaining lease term (in years):			
Operating leases			6.15
Finance leases			2.36
Weighted average discount rate:			
Operating leases			1.68%
Finance leases			6.33%

The Company's total operating and finance lease cost are comprised of the following for the years ended December 31, 2022:

		2022
Operating lease expense	$	3,675
Finance lease expense		
Depreciation expense		2,138
Interest on lease liabilities		261
Variable lease expense		643

Operating lease expense is recognized as a component of general and administrative expenses in the consolidated statements of comprehensive loss. There was no short-term lease expense for the year ended December 31, 2022. The Company excludes variable payments, such as common area maintenance, and operating expenses such as real estate taxes and insurance, from lease ROU assets and lease liabilities, to the extent not considered fixed, and instead expenses these costs as incurred.

Prior to the adoption of ASC 842, rent expense was $3,070 for the year ended December 31, 2021. Minimum capital lease payments were accounted for as principal and interest payments. Interest expense for all capital leases was $80 for the year ended December 31, 2021.

The following table describes the future maturities of the Company's operating and finance lease liabilities at December 31, 2022:

	Finance Leases	**Operating Leases**
2023	$ 3,442	$ 4,083
2024	2,912	2,825
2025	2,208	2,134
2026	1,477	1,905
2027	730	1,602
Thereafter	-	3,002
Total minimum lease payments	**10,769**	**15,551**
Less: Amount representing interest and fees	1,427	702
Total lease liabilities	**9,342**	**14,849**

Future lease payments related to the Company's finance leases for leased vehicles include maintenance and administrative fees and interest.

Supplemental cash flow information related to leases was as follows:

		2022
Cash paid, net, for lease liabilities		
Operating cash flows from operating leases	$	3,529
Financing cash flows from finance leases		2,775
ROU assets obtained in exchange for lease liabilities in non-cash transactions:		
Operating leases (1)		319
Finance leases		6,688

(1) Amount represents ROU assets obtained in exchange for lease liabilities in non-cash transactions for new leases during the year and excludes the impact of the ASC 842 adoption and leases acquired through acquisitions.

16. Related Parties

The Company has several agreements in place with related parties through common ownership by the Partnership, in the ordinary course of business as follows:

- Paycor, a HR and payroll solutions company, provided payroll support services to the Company for the years ended December 31, 2022 and 2021
- Assured Partners, a national partnership of financial services firms, provided insurance and employee benefits services to the Company for the years ended December 31, 2022 and 2021
- Thoughtworks, a software development and digital transformation company, provided software solutions to the Company for the years ended December 31, 2022 and 2021.

Board fees were paid to stockholders who provided services through membership on the Company board.

The Company also employs twenty-seven individuals, as of December 31, 2022 and 2021 who own and operate franchises of wholly owned subsidiary businesses. The Company recorded revenue and the corresponding accounts receivable related to these arrangements for the years ended December 31, 2022 and 2021, respectively. For the years ended December 31, 2022 and 2021, the Company paid rent expenses of $556 and $56, respectively, for a property owned by an employee and there were no corresponding accounts payable related to these arrangements.

Related party transactions consisted of the following:

	Transaction	2022	2021
Related parties through common ownership			
Paycor	Expenses paid	$ 293	$ 223
Assured partners	Expenses paid	125	125
Thoughtworks	Expenses paid	1,694	7,675
Stockholders			
Board members	Board fees	$ 150	$ 214
Transactions with employees			
Revenue		$ 4,973	$ 4,028
Accounts receivable		529	103
Rent expenses paid		556	56

17. Contingencies

The Company is engaged in various legal proceedings incidental to its normal business activities. Management has determined that it is not probable that the Company has incurred any loss contingencies as defined in ASC Topic 450, Contingencies. Accordingly, no liabilities have been recorded for such matters as of December 31, 2022 and 2021. Management believes that the outcome of such matters will not have a material effect on the Company's consolidated financial statements.

18. Employee Benefit Plans

The Company sponsors a 401 (k) plan covering the majority of its employees meeting certain eligibility requirements. During the year ended December 31, 2022, the Plan provides for matching contributions of 50% of employee contributions, up to 10% of the participating employee's contributions. During the year ended December 31, 2021, the Plan provided for matching contributions of 100% of employee contributions, up to 4% of the participating employee's contributions. The Company's contributions to the Plan totaled $2,309 and $1,653 for the years ended December 31, 2022 and 2021, respectively.

19. Subsequent Events

The Company evaluated subsequent events and transactions for potential recognition and disclosure in the consolidated financial statements through April 21, 2023, the date the consolidated financial statements were available to be issued. The Company did not identify any matters except for those below:

- On February 8, 2023, the Company entered into an agreement to acquire 100% of the issued and outstanding equity interests of The Screenmobile Corporation. The purchase price of $18,000 was funded with $900 of rollover equity and borrowings from the Company's Class A-1 2022 Notes
- On March 31, 2023, the Company entered into an agreement to acquire 100% of the issued and outstanding equity interests of Weed Pro LTD. The purchase price of $24,750 was funded with $5,500 of rollover equity and borrowings from the Company's Class A-1 2022 Notes.

At the time the financial statements are available to be issued, the accounting for the above business combinations was incomplete and the purchase price allocation was not finalized.

Authority Brands Inc. and Subsidiaries
Consolidated Balance Sheets
December 31, 2021 and 2020

in (000's)	2021	2020
Assets		
Current assets		
Cash and cash equivalents	$ 26,889	$ 14,128
Restricted cash	2,001	940
Accounts receivable, net	24,179	18,224
Inventory, net	5,712	4,939
Prepaid expenses and other current assets	6,933	5,436
Total current assets	65,714	43,667
Property and equipment, net	40,877	24,274
Intangible assets, net	440,261	426,148
Goodwill	349,439	342,008
Other assets	9,315	8,587
Total assets	$ 905,606	$ 844,684
Liabilities and Stockholder's Equity		
Current liabilities		
Accounts payable	$ 8,005	$ 6,121
Accrued and other liabilities	29,950	21,415
Deferred revenue	10,406	6,427
Current maturities on long-term debt	4,250	4,130
Total current liabilities	52,611	38,093
Long-term debt, net	414,273	366,575
Deferred tax liability, net	33,570	31,065
Other long-term liabilities	21,591	19,917
Total liabilities	522,045	455,650
Stockholder's equity	383,561	389,034
Total liabilities and stockholder's equity	$ 905,606	$ 844,684

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

Authority Brands Inc. and Subsidiaries
Consolidated Statements of Comprehensive Loss
Years Ended December 31, 2021 and 2020

in (000's)	2021	2020
Revenues		
Franchise service fees	$ 129,084	$ 96,941
Franchise sales fees	4,339	2,860
Residential services	133,347	117,750
Other revenues	23,967	21,647
Total revenues	290,737	239,198
Costs and expenses		
Franchise support expenses	71,316	55,587
Franchise sales expenses	4,259	1,991
Residential service expenses	112,523	97,833
General and administrative expenses	42,155	34,500
Stock based compensation	26,803	7,446
Transaction costs	2,183	4,095
Depreciation and amortization	35,628	32,159
Total costs and expenses	294,867	233,611
Operating (loss) income	(4,130)	5,587
Interest expense, net	(22,696)	(27,181)
Loss on extinguishment of debt	(9,715)	-
Loss before income taxes	(36,541)	(21,594)
Income tax benefit	2,402	4,958
Net loss	(34,139)	(16,636)
Other comprehensive loss	-	
Change in foreign currency translation adjustment	(12)	(7)
Other comprehensive loss	(12)	(7)
Comprehensive loss	$ (34,151)	$ (16,643)

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

Authority Brands Inc. and Subsidiaries
Consolidated Statements of Changes in Stockholder's Equity
Years Ended December 31, 2021 and 2020

in (000's)	Common stock Units	Common stock Amount	Additional Paid In Capital	Accumulated Deficit	Accumulated Other Comprehensive (Loss) Income	Total Stockholder's Equity
Balances at December 31, 2019	1	$ -	$ 455,842	$ (31,745)	$ 4	$ 424,101
Capital contributions	-	-	36,135	-	-	36,135
Stock based compensation	-	-	7,446	-	-	7,446
Other comprehensive loss	-	-	-	-	(7)	(7)
Dividend to partnership	-	-	(62,005)	-	-	(62,005)
Net loss	-	-	-	(16,636)	-	(16,636)
Balances at December 31, 2020	1	-	437,418	(48,381)	(3)	389,034
Capital contributions	-	-	1,875	-	-	1,875
Stock based compensation	-	-	26,803	-	-	26,803
Other comprehensive loss	-	-	-	-	(12)	(12)
Net loss	-	-	-	(34,139)	-	(34,139)
Balances at December 31, 2021	1	$ -	$ 466,096	$ (82,520)	$ (15)	$ 383,561

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

Authority Brands Inc. and Subsidiaries
Consolidated Statements of Cash Flows
Years Ended December 31, 2021 and 2020

in (000's)	2021	2020
Cash flows from operating activities		
Net loss	$ (34,139)	$ (16,636)
Adjustments to reconcile net loss to net cash provided by (used in) operating activities		
Depreciation and amortization	37,069	32,159
Inventory reserve	339	213
Bad debt expense	1,290	1,250
Stock based compensation	26,803	7,446
Gain on disposal of property and equipment	(288)	(288)
Amortization of deferred loan costs	1,976	1,959
Loss on extinguishment of debt	9,715	-
Deferred taxes	(2,984)	(5,358)
Other	308	-
Changes in assets and liabilities		
Accounts receivable	(5,836)	(5,171)
Inventory	(836)	(78)
Prepaid expenses and other current assets	(1,431)	150
Other assets	(1,518)	(3,843)
Accounts payable	1,819	(1,593)
Accrued liabilities	8,166	7,149
Other liabilities	59	(6,128)
Deferred revenue	4,588	4,477
Net cash provided by operating activities	45,100	15,708
Cash flows from investing activities		
Business acquisitions, net of cash acquired	(21,828)	(39,881)
Purchase of assets through asset acquisition	(26,414)	-
Purchases of property and equipment	(1,272)	(93)
Proceeds on disposal of property and equipment	257	539
Capitalized software development costs	(15,955)	(10,126)
Purchase of intellectual property	-	(840)
Net cash used in investing activities	(65,212)	(50,401)
Cash flows from financing activities		
Capital contributions	275	16,135
Dividend to Partnership	-	(62,005)
Payments of capital leases	(2,302)	(2,004)
Borrowings from long-term debt, net of deferred financing cost	445,943	176,526
Repayments of long-term debt	(409,982)	(92,910)
Net cash provided by financing activities	33,934	35,742
Increase in cash and cash equivalents	13,822	1,049
Cash, restricted cash and cash equivalents		
Beginning of year	15,068	14,019
End of year	$ 28,890	$ 15,068

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

Authority Brands Inc. and Subsidiaries
Consolidated Statements of Cash Flows
Years Ended December 31, 2021 and 2020

in (000's)		2021		2020
Supplemental disclosures of cash flow information				
Interest paid	$	18,830	$	24,205
Taxes paid, net of refunds		400		(32)
Supplemental disclosures of noncash flow information				
Change in indemnification asset		1,060		741
Change in uncertain tax position		(1,060)		(741)
Capital expenditures included in accrued liabilities		1,277		1,107
Capital lease acquisitions		2,691		3,199
Noncash business acquisition consideration		(1,600)		(20,000)
Capital contribution – rollover equity		1,600		20,000
Reconciliation of cash, restricted cash, and cash equivalents reported in the consolidated balance sheet				
Cash and cash equivalents	$	26,889	$	14,128
Restricted cash		2,001		940
Total cash, restricted cash, and cash equivalents shown in the statement of cash flows	$	28,890	$	15,068

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

1. Organization and Description of Business

Authority Brands Inc. and Subsidiaries ("the Company" or "Authority Brands"), formally known as Villa Bidco Inc. and Subsidiaries prior to the Company's name change on May 17, 2021, is the parent company of a number of franchisors and related businesses operating in the United States and internationally. The Company is wholly owned by Villa Aggregator LP (the "Partnership") through Villa TopCo Inc.

On March 24, 2021, in contemplation of a whole business securitization which was completed on May 14, 2021 (see Note 12), fifteen wholly owned entities were established by the Company. The first three entities formed were AB SPE Guarantor LLC and Subsidiaries ("Guarantor") a direct, wholly-owned subsidiary of the Company which directly and wholly owns AB Issuer LLC ("Issuer"), a newly formed special purpose Delaware limited liability company which directly and wholly owns AB Assetco LLC and Subsidiaries ("AB Assetco"), a Delaware limited liability company.

AB Assetco wholly owns the following remaining twelve Special Purpose Entity ("SPE") entities formed as follows:

- The Cleaning Authority Franchising SPE LLC ("The Cleaning Authority Franchisor")
- Homewatch CareGivers Franchising SPE LLC ("Homewatch Franchisor")
- Mosquito Squad Franchising SPE LLC ("Mosquito Squad Franchisor")
- ASP Franchising SPE LLC ("ASP Franchisor")
- Benjamin Franklin Franchising SPE LLC ("Benjamin Franklin Franchisor")
- Mister Sparky Franchising SPE LLC ("Mister Sparky Franchisor")
- One Hour Air Conditioning Franchising SPE LLC ("One Hour Air Conditioning Franchisor")
- Monster Franchising SPE LLC ("Monster Franchisor")
- STOP Franchising SPE LLC ("STOP Franchisor")
- DoodyCalls Franchising SPE LLC ("DoodyCalls Franchisor")
- BuyMax SPE LLC ("BuyMax SPE")
- Successware SPE LLC ("SuccessWare SPE").

Guarantor and each of its subsidiaries other than Issuer are collectively referred to as Guarantors. Issuer and Guarantors are collectively referred to as "Securitization Entities".

The Company wholly owns the following remaining entities, collectively referred to as "Non Securitization Entities":

- The Cleaning Authority, Inc. ("The Cleaning Authority Canada")
- The Cleaning Authority LLC ("The Cleaning Authority")
- Mighty Maids LLC ("TCA of Columbia, MD")
- Homewatch CareGivers LLC ("Homewatch CareGivers")
- Homewatch Canada, Inc. ("Homewatch Canada")
- Homewatch CareGivers International, Inc. ("Homewatch International")
- Pool Water Holdings LLC ("America's Swimming Pool" or "ASP") and its subsidiaries which includes: ASP Franchising LLC, ASP Aviation LLC and Greeneland LLC
- Clockwork Inc. and its subsidiaries ("Clockwork"), which includes: Successware, Inc., Benjamin Franklin Franchising LLC, Mister Sparky Franchising LLC, One Hour Air Conditioning Franchising LLC, Clockwork IP LLC, Quality A/C Service LLC, New Millenium Academy LLC, UWIN LLC and BuyMax LLC
- Authority Brands LLC

- Mosquito Squad Franchising LLC (“Mosquito Squad”)
- Monster Topco LLC and its subsidiaries (“Monster”) which includes Monster New Franchisor LLC and Monster New Tree Service LLC
- DoodyCalls Inc. and its affiliates DoodyCalls LLC and DoodyCalls Intellectual Property LLC (“DoodyCalls”)
- STOP Franchising, Inc. (“STOP”)
- LMS LLC, LMSNH LLC, and LMSRI Inc. (“Macchia”)

Monster Topco LLC and its subsidiaries (“Monster”) and STOP Franchising, Inc. (“STOP”) were acquired by the Company in 2020 (Note 3).

DoodyCalls and Macchia were acquired by the Company during 2021 (Note 3).

As of December 31, 2021 and 2020, the Company owned and operated 20 and 16 franchise locations, respectively. Expenses related to the management and operation of these owned businesses are included in the residential service expenses line in the consolidated statements of comprehensive loss for the years ended December 31, 2021 and 2020.

Franchised outlets as of December 31, 2021 and 2020 are summarized as follows:

	Franchises as of December 31, 2020	Acquired During the Period	Opened During the Period	Closed During the Period	Reacquired by Franchisor	Franchises as of December 31, 2021
Ben Franklin	247	-	9	-	-	256
Mister Sparky	98	-	20	(2)	-	116
One Hour	322	-	27	(7)	-	342
Homewatch	198	-	27	(13)	-	212
Mosquito Squad	220	-	22	(6)	(14)	222
The Cleaning Authority	207	-	7	(5)	-	209
America's Swimming Pool	321	-	35	(11)	-	345
Monster	176	-	72	(8)	-	240
DoodyCalls	-	36	18	(1)	-	53
STOP	29	-	1	(2)	-	28
	1,818	36	238	(55)	(14)	2,023

Dollar values presented in the consolidated financial statements are in thousands of US dollars, unless otherwise stated.

2. Summary of Significant Accounting Policies

Financial Statement Preparation and Principles of Consolidation

The accompanying consolidated financial statements of the Company have been prepared in accordance with generally accepted accounting principles and practices of the United States of America (“GAAP”) and include the accounts of the Company and its wholly owned subsidiaries outlined in Note 1. All intercompany accounts and transactions have been eliminated in consolidation.

Use of Estimates

The preparation of the consolidated financial statements in conformity with GAAP requires management to make certain estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements, and the reported amounts of revenues and expenses during the reporting period. The areas that require the use of management estimates include purchase price allocation, deferred income taxes, the carrying value of goodwill and stock-based compensation. Actual results could differ from those estimates.

The Company assessed certain accounting matters that generally require consideration of forecasted financial information in context with the information reasonably available to us and the unknown future impacts of COVID-19 as of December 31, 2021 and through the date of this report. The accounting matters assessed included, but were not limited to, our allowance for doubtful accounts, stock-based compensation, the carrying value of our goodwill and other long-lived assets, and revenue recognition. While there was not a material impact to our consolidated financial statements resulting from our assessments as of and for the year ended December 31, 2021 and 2020, our future assessment of our current expectations at that time of the magnitude and duration of COVID-19, as well as other factors, could result in material impacts to our consolidated financial statements in future reporting periods.

Revenue Recognition

Revenue is recognized in accordance with Accounting Standards Codification (“ASC”) 606 – Revenue from Contracts with Customers, using a five-step revenue model, as follows: identifying the contract with the customer; identifying the performance obligations in the contract; determining the transaction price; allocating the transaction price to the performance obligations; and recognizing revenue when (or as) the entity satisfies a performance obligation.

The following describes principal activities from which the Company generates its revenues and the associated revenue recognition policies:

Franchise Revenue

Franchise revenue consists of royalty, national advertising, local advertising, software fees, call center and initial franchise fees charged to franchisees. The Company administers the national advertising fund (“NAF”) which is funded by the franchisees and is used to pay for the costs of preparing and producing various advertising and marketing materials for the franchisees.

The Company’s primary performance obligation under franchise agreements is granting rights to use the Company’s intellectual property over the term of the franchise agreement. Brand royalty and NAF fees are primarily based on a percentage of franchisee sales and the Company recognizes revenue for these fees as they become billable when the underlying franchisee sales occur. These fees are generally billed on a monthly basis. Fixed franchise and NAF fees, which are included in certain brand franchise agreements, are recognized on a straight-line basis over the franchise agreement term. Initial franchise fees are not associated with a service distinct from the overall initial franchise right performance obligation and are therefore recognized on a straight-line basis over the franchise agreement term. The advertising funded through the NAF benefits the franchise brands overall, rather than the individual franchise owners, and therefore is not a performance obligation separate from the overall franchise right. Any underspending of NAF contributions is recorded as accrued and other liabilities on the consolidated balance sheets.

Local advertising, software and call center services provide a distinct benefit from the franchise right and are therefore separate performance obligations. Fees associated with these services are generally billed as a monthly fixed or usage-based amount and are recognized as revenue as the services are performed either on a straight-line basis over the contract term if the fee is fixed or as invoiced if the fee is based on usage.

Franchise revenue, except for initial franchise fees, is included in the franchise services fees on the consolidated statements of comprehensive loss. Initial franchise fees are included in franchise sales fees on the consolidated statements of comprehensive loss.

Company-Owned Store Revenue
Revenue from company-owned stores is generally recognized when the services are performed, which typically occurs on a single day. Payment is due within a short period of time after the service has been performed. The Company also offers extended warranties and annual service plans. Revenue associated with these services is recognized on a straight-line basis over the contract term. Fees are generally billed annually in advance and are included in deferred revenue and other long-term liabilities on the consolidated balance sheets until revenue recognition occurs.

Company-owned store revenue is included in residential services on the consolidated statements of comprehensive loss.

Product Sales Revenue
The Company sells products to franchisee and non-franchisee customers. Revenue for product sales in which the Company has inventory risk is recognized at a point in time when control transfers to the buyer, which is generally when the product is shipped to the customer. Payment is due within a short period of time after the shipment.

The Company acts as an agent in respect of certain third-party products that are sold through the Company's online platform. The Company has no inventory risk on these products as they are drop shipped to the end customer and the third-party vendor is primarily responsible for fulfilling the order. The Company therefore recognizes revenue at an amount equal to the net fees received after payment to the third-party vendor.

Product sales revenue is included in other revenues on the consolidated statements of comprehensive loss for the years ended December 31, 2021 and 2020.

Obligations arising for returns, refunds, and other assurance warranties are infrequent and are not significant to the consolidated financial statements for the years ended December 31, 2021 and 2020.

Revenue is recognized net of any taxes collected from customers which are subsequently remitted to taxing authorities. These taxes are recorded as a liability when the amounts are billed to franchisees and the liability is relieved when payments are made to the respective taxing authority.

Rebates
Rebates received from third-party vendors in return for the Company maintaining a buying program that connects the vendors with the Company's franchisee customers are recognized as revenue as they become due, which is generally on a monthly basis. Rebates are calculated as a percentage of third-party sales and are included in other revenue on the consolidated statements of comprehensive loss.

Contract Balances
Contract assets, which relate to fixed franchise and NAF fees for certain franchise agreements, are amounts for which revenue has been recognized but the Company's right to consideration is conditional upon performing further service. Current contract assets are included in prepaid expenses and other currents assets. The long-term contract asset balance is included in other assets on the consolidated balance sheets.

Contract liabilities are amounts collected, or an unconditional right to consideration (receivable) in advance of delivery of goods or services. Contract liabilities are typically related to billed amounts for obligations that have not yet been satisfied and therefore may not be recognized until conditions of the contract are met. Contract liabilities consist of initial franchise fees and service plans. Initial franchise fees are collected near the execution date of the franchise agreement and recognized on a straight-line basis over the franchise agreement term. Fees for services plans are collected upfront and recognized over the life of the plan, which is generally one year. The current portion of contract liabilities is included in deferred revenue on the consolidated balance sheets. Long-term contract liabilities are included in other long-term liabilities on the consolidated balance sheets.

The following table presents closing balances of contract assets and liabilities as of December 31, 2021 and 2020:

	Balance at December 31, 2021	**Balance at December 31, 2020**	**Location on the Consolidated Balance Sheets**
Contract assets - short-term	$ -	$ -	Prepaid expenses and other current assets
Contract assets - long-term	406	406	Other assets
Contract liabilities - short-term	9,382	5,476	Deferred revenue
Contract liabilities - long-term	17,375	14,542	Other long-term liabilities

The Company recognized revenue of $9,333 and $9,019 for amortization of initial franchise fees and service plans for the years ended December 31, 2021 and 2020 in franchise sales fees and residential services, respectively, on the consolidated statements of comprehensive loss.

Costs Incurred to Obtain a Contract with Customers
The Company capitalizes commissions paid to brokers that are a direct result of obtaining a new franchise agreement and amortizes these costs over the franchise agreement period. The Company recognized $479 and $248 of commission costs in franchise sales expenses on the consolidated statements of comprehensive loss for the years ended December 31, 2021 and 2020.

Accounts Receivable and Allowance for Doubtful Accounts
Accounts receivable are stated at the amount management expects to collect from outstanding balances. Management determines the allowance for doubtful accounts based on its assessment of the current status of individual accounts. Uncollectible accounts are written off against the allowance when collection of the amounts appears doubtful. As of December 31, 2021 and 2020, the allowance for doubtful accounts was $1,866 and $1,983, respectively. During the years ended December 31, 2021 and 2020, the Company had write-offs of uncollectible accounts of $77 and $720, respectively.

Cash and Cash Equivalents
The Company considers all cash and highly liquid investments purchased with an initial maturity of three months or less to be cash or cash equivalents. Cash consists primarily of cash on hand and cash on deposit. The Company maintains its cash in banks in which deposits may, from time to time, exceed federally insured limits. The Company has not experienced any losses in such accounts and believes that it is not exposed to any significant credit risks related to cash.

In accordance with Accounting Standards Update ("ASU") 2016-15 Statement of Cash Flows (Topic 230), cash payments made not soon after (defined as more than three months) the acquisition date of a business combination to settle any contingent consideration liabilities, the payments are separated and classified as cash outflows from financing activities and operating activities. Cash payments up to the amount of the contingent consideration liability recognized at the acquisition date (including measurement-period adjustments) are classified as financing activities; any excess is classified as operating activities. The Company did not pay any contingent consideration during the years ended December 31, 2021 and 2020.

Restricted Cash

As of December 31, 2021 and 2020, the Company held $2,001 and $940, respectively, in restricted cash under the requirements of certain corporate insurance plans and as collateral in connection with the borrowing facilities.

Inventory

Inventory consists of products, materials and equipment to be sold and is stated at the lower of cost or net realizable value, with cost determined using weighted-average, on a first-in, first-out method. Inventory is assessed on an annual basis for slow moving and obsolete items. As of December 31, 2021 and 2020, the Company had an inventory reserve of $552 and $213, respectively.

Property and Equipment

Property and equipment is stated at historical cost and depreciated using the straight-line method over the estimated useful life of the assets. Additions and betterments are capitalized, maintenance and repairs which do not extend the useful life of the assets are expensed as incurred in general and administrative expenses on the consolidated statements of comprehensive loss.

Capitalized Software, Net

The Company capitalizes certain costs incurred in the development of various internally used software platforms, in accordance with ASC 350-40, “Internal-Use Software”, which requires certain costs incurred during the application development stage be capitalized and other costs incurred during the preliminary project and post-implementation stages be expensed as they are incurred. The Company capitalizes implementation costs incurred in cloud computing arrangements that are service contracts in accordance with ASU 2018-15, “Intangibles – Goodwill and Other – Internal Use Software”. The Company also develops software platforms and mobile applications to be sold and capitalizes costs in accordance with ASC 985-20, “Software – Cost of Software to be Sold, Leased or Marketed”, which requires development costs incurred in the research and development of new software products be expensed as incurred until technological feasibility, in the form of a working model, has been established, at which time such costs are capitalized until the product is available for general release to customers.

The Company capitalizes software development costs when the preliminary project stage is completed and the technological feasibility is established. Capitalized costs include personnel and related expenses for employees and third-party contractors who are directly associated with and who devote time to internal-use software projects. Any costs incurred to significantly upgrade or enhance the Company’s software platform are also capitalized. Costs related to the preliminary project activities and post-implementation support activities are expensed as incurred. Amortization of capitalized software costs accounted for in accordance with ASC 350-40 and ASC 985-20 are recognized in depreciation and amortization and franchise support expenses on the consolidated financial statements using a straight-line method over an estimated useful life of three to five years for mobile applications and software platforms, respectively.

Leases

The Company leases retail locations, office space and equipment. Under ASC 840 “Leases”, leases are classified as either operating or capital.

For leases classified as operating, the minimum rental payments over the lease term (including reasonably assured renewal periods) are recognized on a straight-line basis over the lease term. The excess of straight-line rent expense over scheduled payments is recorded as a deferred rent. Deferred rent as of December 31, 2021 and 2020, was $539 and $387, respectively. Executory costs such as real estate taxes and maintenance, and contingent rentals such as those based on a percentage of sales are recognized as incurred. The lease term, which includes all renewal periods that are reasonably assured, begins on the date the Company has access to the leased property. The Company receives contributions from landlords for leasehold improvements. Such contributions are recorded as deferred rent and amortized as reductions to lease expense over the lease term.

Assets held under capital leases are included in property and equipment on the consolidated balance sheet and are amortized over the lesser of the term of the related lease or the estimated useful life of the asset.

Intangible Assets

Intangible assets consist of trademarks, franchise relationships, customer relationships, proprietary processes, and noncompetition agreements. Intangible assets are stated at their estimated fair value at the date of acquisition. Amortization is computed over the estimated useful lives of the related intangible assets using the straight-line method.

Long-lived Assets

In accordance with ASC 360, Accounting for Impairment or Disposal of Long-Lived Assets, long-lived assets, such as property and equipment and intangible assets, are reviewed for impairment, whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Recoverability of assets to be held and used is measured by a comparison of the carrying amount of an asset group to estimated undiscounted future cash flows expected to be generated by the asset group. If not recoverable, the Company determines the fair value of the asset group using a discounted cash flow. If the carrying amount of an asset group exceeds its estimated discounted future cash flows, an impairment charge is recognized at the amount by which the carrying amount of the asset group exceeds the fair value of the asset group. The Company did not recognize any impairment charges for the years ended December 31, 2021 and 2020.

Goodwill

Goodwill represents the excess of acquisition costs over the fair value of assets and liabilities acquired, including specifically identified intangible assets. Goodwill is not amortized but is tested for impairment annually as of the last day of each fiscal year in line with guidance prescribed by ASU 2021-03 “Accounting Alternative for Evaluating Triggering Events” and evaluated if the facts and circumstances at year end indicate if any triggering event existed.

In conducting impairment testing, the Company has the option to first assess qualitative factors to determine whether the existence of events or circumstances leads to a determination that it is more likely than not that the estimated fair value of a reporting unit is less than its carrying amount. If the Company performs a qualitative assessment and determines that the carrying value more likely than not exceeds the fair value, then the quantitative impairment test is performed, otherwise no further analysis is required. The Company also may elect not to perform the qualitative assessment and, instead, proceed directly to the quantitative impairment test. The ultimate outcome of the goodwill impairment assessment will be the same whether the Company chooses to perform the qualitative assessment or proceed directly to the quantitative impairment test.

The Company chose to perform a qualitative impairment test for goodwill as of December 31, 2021 and 2020. The Company determined that the recorded value for goodwill was not impaired.

Deferred Loan Costs

In accordance with ASU 2015-03, Simplifying the Presentation of Debt Issuance Costs ("ASU 2015-03"), the Company capitalizes and defers certain loan costs, which are presented on the consolidated balance sheets as a reduction of long-term debt or within other assets, when they relate to undrawn amounts from the Company's Class A-1 Notes and delayed draw facility. These costs are amortized over the term of the debt using the straight-line method, which approximates the effective interest method.

Stock Based Compensation

Upon the formation of the Company in 2018, the Partnership established the Villa Aggregator LP Amended and Restated Executive Equity Incentive Plan (the "Plan"), which governs certain stock-based and other incentive compensation with the employees. The Plan provides employees an opportunity to indirectly participate in the distribution of the future profits of the Company.

The awards issued under the Plan (known as Class B Profit Interest Units) are classified as equity awards. Compensation expense is estimated at the grant date based on an award's fair value as calculated by the Monte-Carlo simulation valuation model. Compensation expense is recognized using the graded vesting attribution method over the requisite service period of five years and is included in stock based compensation on the consolidated statements of comprehensive loss. The Company made a policy election to recognize forfeitures as they occur.

The Company also provided certain executives with ownership interests in the Partnership (known as Class A-2 Units) in exchange for promissory notes and rollover equity. The promissory notes only have recourse against the employee's Class A-2 units, as such they are considered to be a stock option in accordance with GAAP. In addition, the notes have an interest rate that is based on a third party indexed rate, and therefore the stock option is classified as a liability award by the Partnership. Liability classified awards are measured at each reporting date using the intrinsic value model with the related compensation expense recognized in stock compensation expense in the consolidated statements of comprehensive loss. Until the stock option is deemed to have been exercised through the repayment of the notes, any distributions on these shares will be deemed compensation expense.

The Company is not the legal obligor of these stock awards. Therefore, the obligation (liability classified award) remains with the Partnership and any stock compensation charges incurred are recognized as additional paid-in capital through a noncash contribution with an offsetting charge to compensation expense.

Taxes

The Company is subject to federal and state income taxes. Accordingly, an income tax provision has been recognized for federal and state income taxes. The Cleaning Authority Canada and Homewatch Canada are Canadian corporations that are subject to Canadian income taxes. For 2021 and 2020, income taxes for The Cleaning Authority Canada and Homewatch Canada were insignificant.

The Company provides for income taxes in accordance with the asset and liability method. Under this method, deferred tax assets and liabilities are recognized for future tax consequences attributable to differences between the carrying amounts of existing assets and liabilities for financial reporting and for income tax reporting. The deferred tax assets or liabilities represent the future tax return consequences of those differences, which will either be taxable or deductible when the assets and liabilities are recovered or settled. Deferred tax assets are reduced by a valuation allowance when it is more likely than not that some portion or all of the deferred tax assets will not be realized.

For balance sheet presentation purposes, the Company nets its deferred tax asset and deferred tax liability positions by tax jurisdiction and classifies the resulting net deferred tax asset and/or net deferred tax liability as noncurrent in accordance with ASU 2015-17, Income Taxes (Topic 740) Balance Sheet Classification of Deferred Taxes on the consolidated balance sheets.

The Company utilizes a two-step approach for recognizing and measuring uncertain tax positions accounted for in accordance with the asset and liability method. The first step is to evaluate the tax position for recognition by determining whether evidence indicates that it is more likely than not that a position will be sustained if examined by a taxing authority. The second step is to measure the tax benefit as the largest amount that is 50% likely of being realized upon settlement with a taxing authority. Income taxes are accounted for on an accrual basis.

Advertising Costs

The Company administers the NAF funded by the franchisees for which the associated revenue is recognized in franchise service fees on the consolidated statements of comprehensive loss. The NAF pays for costs of preparing and producing various advertising and marketing materials for the franchises.

The NAF advertising expenses are recognized as incurred and are included in franchise support expenses on the consolidated statements of comprehensive loss. NAF expenses for the years ended December 31, 2021 and 2020 were $12,858 and $14,212, respectively.

Non-NAF advertising expenses are recognized as incurred and included in both franchise sales expense and residential service expenses on the consolidated statements of comprehensive loss. For the years ended December 31, 2021 and 2020, $15,904 and $28,503, respectively, was expensed in the consolidated statements of comprehensive loss.

Foreign Currency Translation

The assets and liabilities of foreign operations in Canada, whose functional currency is other than the U.S. dollar, are translated to U.S. dollars at the period end exchange rates and revenues and expenses are translated at average exchange rates for the period. Differences arising from this translation are included in the foreign currency translation adjustment component of accumulated other comprehensive (loss) income.

For all operations, the monetary items denominated in currencies other than the functional currency are remeasured at period-end exchange rates and transaction gains and losses are included in general and administrative expense in the consolidated statements of comprehensive loss. Nonmonetary items are remeasured at historical rates. Impacts resulting from the foreign currency fluctuations were not significant to the consolidated financial statements as of and during the periods presented.

Fair Value Measurements

The Company applies fair value accounting for all financial assets and liabilities and nonfinancial assets and liabilities that are recognized or disclosed at fair value in the consolidated financial statements on a recurring basis. The Company defines fair value 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. When determining the fair value measurements for assets and liabilities, which are required to be recorded at fair value, the Company considers the principal or most advantageous market in which the Company would transact and the market-based risk measurements or assumptions that market participants would use in pricing the asset or liability, such as inherent risk, transfer restrictions and credit risk.

The Company applies the following fair value hierarchy, which prioritizes the inputs used to measure fair value into three levels and bases the categorization within the hierarchy upon the lowest level of input that is available and significant to the fair value measurement:

Level 1	Quoted prices in active markets for identical assets or liabilities.
Level 2	Observable inputs other than quoted prices in active markets for identical assets and liabilities, quoted prices for identical or similar assets or liabilities in inactive markets, or other inputs that are observable or can be corroborated by observable market data for substantially the full term of the assets or liabilities.
Level 3	Inputs that are generally unobservable and typically reflect management's estimates of assumptions that market participants would use in pricing the asset or liability.

The carrying amounts of cash and cash equivalents, accounts receivable, inventory, prepaid expenses, accounts payable, accrued liabilities and deferred franchise fees approximate fair value because of the short maturity of the instruments. The carrying value of long-term debt approximates fair value as the stated interest rates are at market rates.

Recently Issued Accounting Pronouncements

Leases

In February 2016, the FASB issued ASU 2016-02, as subsequently updated (Topic 842) to increase transparency and comparability among organizations by recognizing lease assets and lease liabilities on the balance sheets and disclosing key information about leasing arrangements. The new standard applies a right-of-use model that requires a lessee to record, for all leases with a lease term of more than 12 months, an asset representing its right to use the underlying asset for the lease term and a liability to make lease payments. For leases with a term of 12 months or less, a lessee is permitted to make an accounting policy election by class of underlying asset not to recognize lease assets and lease liabilities. Lessees and lessors are required to provide certain qualitative and quantitative disclosures to enable users of financial statements to assess the amount, timing, and uncertainty of cash flows arising from leases. Currently these amendments will become effective for the Company beginning January 1, 2022. A modified retrospective transition approach is allowed for lessees for capital and operating leases existing at, or entered into after, the beginning of the earliest comparative period presented in the financial statements, with certain practical expedients available. The Company is currently evaluating the impact of the adoption of the standard on the consolidated financial statements.

Credit Losses

In June 2016, the FASB issued ASU No. 2016-13, Financial Instruments -Credit Losses ("ASC 326"): Measurement of Credit Losses on Financial Instruments, which requires the application of a current expected credit loss ("CECL") impairment model to financial assets measured at amortized cost (including trade accounts receivable), net investments in leases, and certain off-balance-sheet credit exposures. Under the CECL model, lifetime expected credit losses on such financial assets are measured and recognized at each reporting date based on historical, current, and forecasted information. Furthermore, the CECL model requires financial assets with similar risk characteristics to be analyzed on a collective basis. ASC 326 is effective for the Company on January 1, 2023. The Company is in the process of assessing the impact that ASU No. 2016-13 will have on the Company's consolidated financial position, results of operations, cash flows, and disclosures.

Income Taxes
In December 2019, the FASB issued ASU 2019-12, "Income Taxes (Topic 740): Simplifying the Accounting for Income Taxes." ASU 2019-12 introduced a number of simplification initiatives by removing certain exceptions to the general principles in Topic 740. ASU 2019-12 is effective for the Company on January 1, 2022, with early adoption permitted. The amendments in the standard would need to be applied on a retrospective basis. The Company is currently reviewing the requirements of the standard and evaluating the impact on its consolidated financial statements.

Reference Rate Reform
In March 2020, the FASB issued ASU 2020-04, "Reference Rate Reform (Topic 848)." This ASU provides optional means and exceptions for applying GAAP to contracts, hedging relationships and other transactions that reference LIBOR or other reference rates expected to be discontinued because of the reference rate reform. The amendments in this ASU are effective for all entities as of March 12, 2020 through December 31, 2022. As the Company enters into new contracts, the Company is implementing the ASU.

3. Acquisitions

Asset Acquisitions

Macchia

On December 30, 2021, the Company entered into a purchase and sale agreement to acquire 100% of the outstanding equity interests of LMS, LLC, LMSRI, Inc., and LMSNH, LLC for a purchase price of $24,726. The businesses represent a group of retail operations of Mosquito Squad. The purchase price was allocated to customer relationships intangible assets in the amount of $27,766, which will be amortized on straight line basis over its useful life of 5 years, vehicles and equipment in the amount of $1,500, deferred tax liability of $5,490 and other liabilities in the amount of $1,000. The transaction was funded with cash held on the seller's balance sheet of $1,950 and cash held by the Company.

In accordance with guidance issued by the FASB for asset acquisitions, the purchase price was allocated to the assets acquired and liabilities assumed at cost. As such, no goodwill was recognized.

Other

During 2021, the Company entered into several purchase and sale agreements to acquire 100% of the assets of other retail operations for an aggregate purchase price of $3,638. The purchase price was allocated to customer relationships intangible assets for $3,312, which will be amortized on a straight-line basis over a useful life of 4 years. The acquisitions were funded with cash held by the Company.

In accordance with guidance issued by the FASB for assets acquisition, the purchase price was allocated to the assets acquired and liabilities assumed at cost. As such, no goodwill was recognized.

As a result of the above transactions, the Company paid transaction fees of $445.

Business Combinations

DoodyCalls

On February 17, 2021, the Company entered into a purchase and sale agreement to acquire 100% of the outstanding equity interests of DoodyCalls, Inc. and its affiliates DoodyCalls LLC, DoodyCalls Intellectual Property LLC for a purchase price of $23,428 DoodyCalls is a franchising company that provides pet waste removal services for homeowners and has been acquired to allow for the expansion of the Company's presence within its home services franchising platform. The acquisition was funded with rollover equity of $1,600 and borrowings from the Company's delayed draw credit facility. All goodwill that has been recognized in the acquisition relates to intangible assets that do not qualify for separate recognition. Acquired goodwill is expected to be deductible for tax purposes.

As a result of the transaction, the Company incurred and expensed transaction costs of $751, which are included in transaction costs on the consolidated statements of comprehensive loss.

The purchase price was allocated to the assets acquired and liabilities assumed based on their estimated fair values as follows:

Assets acquired	
Current assets	$ 1,163
Property and equipment	462
Goodwill	7,761
Intangible assets and other assets	14,321
Assets acquired	23,707
Liabilities assumed	(279)
Purchase price, net of cash acquired	$ 23,428

STOP

On November 2, 2020, the Company entered into a purchase and sale agreement to acquire 100% of the outstanding equity interests of STOP Franchising, Inc., for an aggregate net purchase price of $5,140. The transaction was funded with cash held by the Company. STOP is a home restoration franchising company and has been acquired to allow for the expansion of the Company's presence within its home services franchising platform. All goodwill that has been recognized in the acquisition relate to intangible assets that do not qualify for separate recognition. Identified goodwill is not deductible for tax purposes.

As a result of the transaction, the Company incurred and expensed transaction costs of $259, which are included in transaction costs on the consolidated statements of comprehensive loss.

The purchase price was allocated to assets acquired and liabilities assumed based on their estimated fair values as follows:

Assets acquired		
Current assets	$	276
Goodwill		3,792
Intangible assets and other assets		1,658
Assets acquired		5,726
Deferred revenue		(259)
Liabilities assumed		(426)
Purchase price, net of cash acquired	$	5,041

Monster

On September 15, 2020, the Company entered into a purchase and sale agreement to acquire 100% of the outstanding assets of Monster Topco LLC., for an aggregate net purchase price of $54,840. The transaction was funded by $15,000 from equity contributions from the Partnership, $20,440 through draws on the existing term loan facility and $1,981 of cash on hand. The transaction also included rollover of equity totaling $20,000. These amounts were used as consideration to the seller and payment of associated transaction costs with any excess funds retained by the Company. Monster is a tree servicing franchising company and has been acquired to allow for the expansion of the Company's presence within its home services franchising platform. All goodwill that has been recognized in the acquisition relate to intangible assets that do not qualify for separate recognition. Identified goodwill is expected to be deductible for tax purposes.

As a result of the transaction, the Company incurred and expensed transaction costs of $2,581, which are included in transaction costs on the consolidated statements of comprehensive loss.

The purchase price was allocated to assets acquired and liabilities assumed based on their estimated fair values as follows:

Assets acquired		
Current assets	$	714
Property and equipment		923
Goodwill		29,067
Intangible assets and other assets		30,550
Assets acquired		61,254
Deferred revenue		(6,096)
Liabilities assumed		(318)
Purchase price	$	54,840

4. Inventory, Net

Inventory, net consisted of the following as of December 31, 2021 and 2020:

	2021		
	Gross	**Reserve**	**Net**
Products for sale	$ 3,310	$ (457)	$ 2,853
Materials	2,080	(69)	2,011
Equipment	874	(26)	848
Total inventory	$ 6,264	$ (552)	$ 5,712

	2020		
	Gross	**Reserve**	**Net**
Products for sale	$ 2,981	$ (117)	$ 2,864
Materials	1,765	(84)	1,681
Equipment	406	(12)	394
Total inventory	$ 5,152	$ (213)	$ 4,939

5. Prepaid Expenses and Other Current Assets

Prepaid expenses and other current assets consisted of the following as of December 31, 2021 and 2020:

	2021	**2020**
Notes receivable	$ 1,196	$ 884
Prepaid insurance	733	835
Prepaid advertising	914	858
Prepaid expenses - other	2,771	1,856
Other	1,319	1,003
Total prepaid expenses and other current assets	$ 6,933	$ 5,436

6. Property and Equipment

Property and equipment consisted of the following as of December 31, 2021 and 2020:

	Estimated Useful Life	2021	2020
Buildings and leasehold improvements	5 - 30 years	$ 4,473	$ 3,864
Software- for internal use	1 - 3 years	4,085	2,428
Software- to be sold	3 - 5 years	8,472	2,316
Vehicles	2 - 5 years	12,715	8,706
Office equipment and furniture	2 - 5 years	2,493	2,103
Machinery, equipment and tools	2 - 7 years	835	395
Land		143	143
Software in development		18,392	9,793
Total property and equipment		51,608	29,748
Less: Accumulated depreciation and amortization		(10,731)	(5,474)
Property and equipment, net		$ 40,877	$ 24,274

As of December 31, 2021, software in development consisted of software for internal use and to be sold of $1,376 and $17,016, respectively. As of December 31, 2020, software in development consisted of software for internal use and to be sold of $1,011 and $8,782, respectively.

Depreciation and amortization expense recognized in the consolidated statements of comprehensive loss was $5,846 and $4,015, for the years ended December 31, 2021 and 2020, respectively, of which, $1,441 and $0 for the years ended December 31, 2021 and 2020 related to software to be sold was included in franchise support expenses in the consolidated statement of comprehensive loss.

7. Other Long-Term Assets

Other long-term assets consisted of the following as of December 31, 2021 and 2020:

	2021	2020
Indemnification asset	$ 402	$ 1,462
Cost to obtain contracts - commissions	5,745	2,792
Contract assets	406	406
Prepaid customer incentive payments	1,449	1,433
Notes receivable	470	1,183
Other	843	1,311
Total other long-term assets	$ 9,315	$ 8,587

8. Intangible Assets and Goodwill

Intangible Assets, Net

Intangible assets consisted of the following as of December 31, 2021 and 2020:

	2021				
	Estimated Useful Life	**Gross Amount**	**Accumulated Amortization**	**Net Amount**	**Weighted Average Remaining Useful Life**
Trademarks	15-25 years	$ 147,156	$ 15,585	$ 131,571	22.4
Franchise relationships	15 years	328,618	64,002	264,616	12.2
Software	10 years	7,500	2,000	5,500	7.3
Customer relationships	4-5 years	40,827	4,493	36,334	3.2
Proprietary processes	10 years	2,449	643	1,806	7.5
Noncompetition agreements	5 years	641	207	434	3.7
Intangible assets, net		$ 527,191	$ 86,930	$ 440,261	

	2020				
	Estimated Useful Life	**Gross Amount**	**Accumulated Amortization**	**Net Amount**	**Weighted Average Remaining Useful Life**
Trademarks	15-25 years	$ 143,416	$ 9,691	$ 133,725	23.4
Franchise relationships	15 years	324,118	42,133	281,985	13.2
Software	10 years	7,500	1,250	6,250	8.3
Customer relationships	4 years	3,849	2,153	1,696	1.8
Proprietary processes	10 years	2,449	398	2,051	8.5
Noncompetition agreements	5 years	523	82	441	4.5
Intangible assets, net		$ 481,855	$ 55,707	$ 426,148	

Amortization expense was $31,223 and $28,144, for the years ended December 31, 2021 and 2020, respectively.

Estimated amortization expense for the subsequent five years and thereafter is as follows:

2022	$ 36,275
2023	35,588
2024	35,543
2025	34,138
2026	33,129
Thereafter	265,588
	$ 440,261

Goodwill

Changes in the net carrying amount of goodwill for the years ended December 31, 2021 and 2020 are as follows:

Balance at December 31, 2019	$ 307,634
Acquisition of Monster	29,067
Acquisition of STOP	3,792
Clockwork adjustment	1,515
Balance at December 31, 2020	342,008
DoodyCalls	7,761
Monster adjustment	(281)
STOP adjustment	(49)
Balance at December 31, 2021	$ 349,439

The adjustments to the purchase price allocation were made to reflect consideration true-ups in accordance with the sale and purchase agreement and to reflect incremental information made available after the purchase price allocation.

During the periods presented, the Company did not record any goodwill impairment charges.

9. Accrued and Other Liabilities

Accrued and other liabilities consisted of the following as of December 31, 2021 and 2020:

	2021	2020
Employee expenses	$ 9,569	$ 6,950
Rebates	2,106	1,309
Accrued interest	2,727	729
Advertising	7,777	6,443
Capital expenditures	1,277	1,107
Capital lease obligations	1,796	1,810
Other	4,698	3,067
Total accrued and other liabilities	$ 29,950	$ 21,415

10. Taxes

Income tax benefit consisted of the following as of December 31, 2021 and 2020:

	2021	2020
Current		
Federal	$ -	$ -
State	582	400
	582	400
Deferred		
Federal	(2,411)	(4,301)
State	(573)	(1,057)
	(2,984)	(5,358)
Income tax benefit	$ (2,402)	$ (4,958)

Deferred income taxes consisted of the following as of December 31, 2021 and 2020:

	2021	2020
Deferred tax assets		
Net operating losses and credits	$ 18,162	$ 14,638
Deferred revenue	6,017	3,944
Interest limitation	3,056	2,202
Lease obligation liability	1,257	1,062
Accrued expenses	1,590	955
Allowance for doubtful accounts	466	471
Gross deferred tax asset	30,548	23,272
Deferred tax liabilities		
Intangibles	(46,975)	(43,610)
Goodwill	(16,131)	(10,113)
Property and equipment	(993)	(595)
Other	(19)	(19)
Gross deferred tax liability	(64,118)	(54,337)
Total deferred tax liability	$ (33,570)	$ (31,065)

As of December 31, 2021 and 2020, the Company has net operating loss (“NOL”) carryforwards for U.S. federal tax purposes of $72,928 and $58,822, respectively. The federal NOL carryforwards have no expiration. As of December 31, 2021 and 2020, the Company has NOL carryforwards of approximately $58,501 and $50,274, respectively, for state income tax purposes. The state NOL carryforwards expire at various dates through 2041. As of December 31, 2021 and 2020, the Company has cumulative interest limitation carryforwards for U.S. federal tax purposes of $12,248 and $8,826, respectively.

The Company believes that it is more likely than not that the reversal of current deferred tax liabilities and the results of future operations will be sufficient to realize the deferred tax assets and has not recorded a valuation allowance as of December 31, 2021 and 2020.

Tax year 2018 and forward are open to examination by the Internal Revenue Service and various state tax authorities.

On March 27, 2020, the Coronavirus Aid, Relief, and Economic Security Act (the “CARES Act”) was signed into law. The CARES Act is a stimulus bill that includes lending facilities to large and small business, expands unemployment benefits and implements individual and business tax changes. Furthermore, as permitted by the CARES Act, the Company elected to defer certain payments of employer share of social security tax that would otherwise be required to be paid during the period beginning on March 27, 2020 and ending December 31, 2020. The CARES Act allows employers to deposit 50% of the deferred taxes on or before December 31, 2021, and the remaining 50% by December 31, 2022. As of December 31, 2021, the Company has remaining deferred employer social security taxes of approximately $1,266, which is payable to the U.S. Treasury on or before December 31, 2022. The balance is reflected in accrued and other liabilities in the consolidated balance sheet.

As of December 31, 2021 and 2020, the Company recognized a liability for an uncertain tax position related to Mosquito Squad and its S-Corp election of $402 and $1,462, respectively, which includes potential interest and penalties. As of December 31, 2021 and 2020, potential interest was $38 and $142, respectively, and penalties were $61 and $220, respectively. This liability has been reflected in other long-term liabilities. An offsetting indemnification asset for $402 and $1,462 as of December 31, 2021 and 2020, respectively, has been recognized in other assets as a result of indemnifications provided in the stock purchase agreement between the Company and the seller of Mosquito Squad.

11. Other Long-Term Liabilities

Other long-term liabilities consisted of the following as of December 31, 2021 and 2020:

	2021	2020
Deferred revenue	$ 17,375	$ 15,192
Capital lease obligation	3,372	2,969
Uncertain tax position liability	402	1,462
Other	442	294
Total other long-term liabilities	$ 21,591	$ 19,917

12. Long-Term Debt

Long-term debt consisted of the following as of December 31, 2021 and 2020:

	2021	2020
2018 Credit Agreement		
Term loan	$ -	$ 319,966
Revolving credit facility	-	4,000
Delayed draws	-	56,455
Securitization		
Class A-1 Notes	5,400	-
Class A-2 Notes	423,938	-
Total debt	429,338	380,421
Less: Current portion	4,250	4,130
Less: Unamortized deferred loan costs	10,815	9,716
Long-term debt	$ 414,273	$ 366,575

	2021 Original Principal	2020 Original Principal	Rate	Maturity
Term loan/Term note				
Credit agreement	$ -	$ 364,900	5.75% + LIBOR	3/20/2025
Class A-2 Notes	425,000	-	3.734%	7/30/2051
Other				
Delayed draws	$ -	$ 56,915	5.75% + LIBOR	3/20/2025
Revolving Credit Facility	-	8,000	4.75% + LIBOR	3/21/2025
Class A-1 Notes	10,400	-	2.625% + LIBOR	7/30/2051

As of December 31, 2021 and 2020, interest rates were as follows:

	2021	2020
Term loan	N/A	6.75 %
Revolving credit facility	N/A	8.00 %
Delayed draws		
March 2020	N/A	6.75 %
September 2020	N/A	6.75 %
Class A-1 Notes	2.728 %	N/A
Class A-2 Notes	3.734 %	N/A

Debt Issuance costs related to undrawn amounts from the Company's Class A-1 Notes and delayed draw facility were $779 and $612 as of December 31, 2021 and 2020, respectively, and included within other assets on the consolidated balance sheets. Other deferred financing costs related to debt of $10,815 and $9,716 as of December 31, 2021 and 2020, respectively, are netted in long term debt on the consolidated balance sheets. Amortization of $1,976 and $1,959 is included in interest expense on the consolidated statements of comprehensive loss for the years ended December 31, 2021 and 2020, respectively.

All outstanding debt has a final legal maturity of July 2051. The Company expects to make principal payments on the Class A-2 Notes of $4,250 in the next year and has such amount in the current portion of long-term debt as of December 31, 2021.

Securitization

On May 14, 2021 ("Closing Date"), the Issuer completed a financing transaction (the "Securitization Transaction") resulting in the issuance of the $5,000 in maximum principal amount Advance Funding Facility (the "Advance Funding Facility" or "AFF"), $50,000 in maximum principal amount of Series 2021-1 Variable Funding Senior Notes, Class A-1 (the "VFN" or the "Class A-1 Notes") and $425,000 of Series 2021-1 3.734% Fixed Rate Senior Secured Notes, Class A-2 (the "Term Notes" or "Class A-2 Notes") and, together with the Advance Funding Facility and VFN, (the "Series 2021-1 Notes"). As part of Securitization Transaction, the Company capitalized and deferred costs of $12,663, of which $11,863 were recorded as contra-liability to debt and $800 were recorded within other assets as they relate to undrawn amounts from the Company's Class A-1 Notes.

Advance Funding Facility

The Advance Funding Facility, which was undrawn as of December 31, 2021, provides for a maximum outstanding principal amount of $5,000. Under the provisions of the AFF, any outstanding advances under the AFF bear interest at a variable rate, Prime Rate + 3%, and the Issuer is obligated to pay a commitment fee related to undrawn amounts. The Company paid a commitment fee of $130, which is recognized in interest expense in the consolidated statements of comprehensive loss for the year ended December 31, 2021. Prime Rate means the rate of interest publicly announced from time to time by a commercial bank mutually agreed upon by the Manager and the Advance Funding Administrative Agent as its reference rate, base rate or prime rate. The AFF will terminate upon the earlier of the (i) the payment in full of all obligations relating to the Class A-2 Notes and (ii) payment in full of all interest on and principal of all AFF advances. The AFF is not a revolving facility and, accordingly, advances made and repaid are not permitted to be reborrowed.

Class A-1 Notes

The Class A-1 Notes provide for a maximum outstanding principal amount of $50,000. On the Closing Date, $10,400 was drawn in the form of advances and $5,076 in the form of letters of credit. Under the provisions of the Class A-1 Notes, any outstanding LIBOR borrowings bear interest quarterly at a variable rate of 2.625% plus LIBOR, and the Issuer is obligated to pay fees of 0.50% accrued daily and paid quarterly related to undrawn amounts and any outstanding letters of credit. The anticipated repayment date for the Class A-1 Notes is July 2026, subject to two one-year extensions upon the satisfaction of certain conditions. The final legal maturity date of the Class A-1 Notes is July 2051. There are no principal payments due on the Class A-1 Notes in the ordinary course, but the Class A-1 Notes will be subject to rapid amortization if not paid in full by the anticipated repayment date. On August 16, 2021 the Company repaid $5,000 of the advance resulting in $5,400 outstanding balance as of December 31, 2021.

Class A-2 Notes
The Class A-2 Notes were issued in the amount of $425,000. The Class A-2 Notes have an anticipated repayment date of July 2028 and a legal final maturity date of July 2051. Interest is due quarterly, with 3 months of interest and commitment fees on the Class A-2 Notes and Class A-1 Notes required to be on deposit at all times in an interest reserve account. Interest on the A-2 notes accrues at 3.734% per annum and is due and payable on a quarterly basis. Principal payments of 0.25% of the initial principal amount of the Class A-2 Notes is payable on a quarterly basis (unless a non-amortization test is satisfied, as defined in the agreement governing the Class A-2 Notes).

The Series 2021-1 Notes are collateralized by substantially all of the assets of Issuer and collateralized by substantially all of the assets of and guaranteed by the Guarantor. The Series 2021-1 Notes are not secured, collateralized or guaranteed by any entities other than the SPE entities as defined in Note 1. The net proceeds from the Securitization Transaction, after transaction expenses, were distributed by the Issuer to the Company to repay all of its previously outstanding term and revolving debt and to terminate all commitments thereunder.

Letters of Credit
The Company has two letters of credit outstanding in an aggregate face amount of $5,076 for interest reserve requirements required by the Securitization Transaction, which reflects 3 months of interest on the Class A-2 Note amount of $425,000, 3 months of interest and commitment fees on the Class A-1 Notes assuming an estimated usage of $25,000, and 12 months of interest on the pre-funding proceeds of $25,000 at the Class A-2 Notes interest rate of 3.734%.

2018 Credit Agreement
Through various amendments throughout 2018 and 2019, the Company obtained new financing participants, changes to certain covenants, increases in the credit facility available and changes related to audited financial statement requirements. In March 2020, the Company entered into an amendment to obtain funding of an additional term loan of $116,900 and a delayed draw of $34,287 (“March 2020 Amended Credit Agreement”). These drawn down funds were primarily used by the Company to fund the dividend of $62,451, including transaction costs of $446, to the Partnership and repay existing delayed draws of $46,000 and terms loans of $38,780, which were replaced with the new loans. The amendments also increased the revolving line of credit available to the Company by $5,000 to $29,000. In March 2020, the Company drew down $8,000 from the revolving line of credit and as of December 31, 2020, a principal amount of $4,000 was outstanding. As the amendment was treated as a debt modification for accounting purposes, the transaction costs incurred were capitalized.

In September 2020, the Company entered into an Amendment to the March 2020 Amended Credit Agreement (“September 2020 Amended Agreement”) which provided for the funding of an additional draw down of $22,628 from the Company’s Delayed Draw Term Commitment of $75,000, and was utilized for the Monster acquisition.

As part of the 2020 modifications to the debt agreement, the Company capitalized and deferred costs of $5,290.

Substantially all the assets of the Company collateralized the outstanding debt as of December 31, 2020.

Interest on all borrowings under the September 2020 Amended Agreement is at either the Eurocurrency Rate of 5.75% per annum or at the Base Rate of 4.75% per annum plus the Applicable Rate for each loan.

The September 2020 Amended Agreement provided for a Commitment Fee equal to 0.50% per annum on the actual daily amount by which the aggregate Revolving Credit Commitment exceeds the sum of (A) the Outstanding Amount of Revolving Credit Loans and (B) the Outstanding Amount of L/C Obligations. The Company also paid a quarterly Delayed Draw Commitment Fee in an amount equal to 1.00% per annum on the unfunded Delayed Draw Term Commitments. As of December 31, 2020, the unfunded Delayed Draw Term Commitment was $52,372.

The September 2020 Amended Agreement was repaid on May 14, 2021 with funds from the Securitization Transaction. The repayment was accounted for as an extinguishment of debt, which resulted in a write off of deferred finance cost in the amount of $9,715 and is presented as a loss on extinguishment of debt in the consolidated statements of comprehensive loss.

The Series 2021-1 Notes agreements require, among other things, maintenance by the Company of principal and interest debt service coverage ratios, debt to EBITDA ratios and debt to net cash flows of Securitized entities ratios. As of December 31, 2021, the Company was in compliance with these covenants.

2018 Credit Agreement as amended by March 2020 Amended Credit Agreement and September 2020 Amended Agreement required, among other things, maintenance by the Company of minimum levels of cash flow coverage, leverage to EBITDA ratios, and also limited capital expenditures. As of December 31, 2020, the Company was in compliance with these covenants.

13. Stockholder’s Equity

As of December 31, 2021 and 2020, the Company had 1,000 shares of common stock issued, authorized and outstanding. The Company issued all 1,000 fully paid, nonassessable shares of the common stock at a par value of $0.001 per share, in exchange for aggregate subscription consideration of $1 US Dollar.

In accordance with the Certificate of Incorporation, the Company had a total of 1,000 shares of common stock to which it has the authority to issue with a par value of $0.001 per share.

During 2020, the Company paid a dividend from incremental funding provided by the Company’s March 2020 Amended Credit Agreement (Note 12). The dividend was paid on March 13, 2020 in the amount of $62,005. No dividends were paid in 2021.

14. Stock Based Compensation

Class B Profit Interest Units

The Plan provides participants with an opportunity to participate in the distribution of the future profits of the Company. The awards issued under the Plan are also referred to as Class B Profit Interest Units. One third of Class B Profit Interest Units vest over time and are conditioned upon the achievement of a set return on invested capital. Remaining awards vest as the Company achieves multiples of the invested capital and are conditioned upon occurrence of a change in control, Initial Public Offering ("IPO") or a qualified leverage recapitalization ("change in control events"). The Company had 60,277,036 Class B Profit Interest Units authorized for issuance under the Plan.

During the years ended December 31, 2021 and 2020 the Company determined that it is not probable that any of the change in control events will occur and, as such, compensation expenses related to the portion of the awards conditioned upon occurrence of these events has not been recognized in the consolidated financial statements as of and for the years ended December 31, 2021 and 2020.

The awards that are not conditioned upon occurrence of the change in control events and have a time-vesting component are earned in equal tranches upon each of the anniversaries over the period of five years which was determined to be the requisite service period. These awards will not vest until the return on invested capital condition is met even as the time-vesting condition is met. As of December 31, 2021 and 2020, no units were vested. The fair value of these awards was estimated on the grant date using the Monte Carlo simulation valuation model utilizing a vesting period of 5 years, equity volatility of 37.5%, risk-free rate of 1.62% and dividend yield of 0% for both 2021 and 2020 grants.

	Weighted Average Fair Value	Class B Profit Interest Units	Weighted Average Remaining Contractual Term
Units outstanding as of December 31, 2019		45,694,919	3.97 years
Granted during 2020	$ 0.36	9,077,879	
Forfeited during 2020	0.24	(180,120)	
Units outstanding as of December 31, 2020		54,592,678	3.19 years
Granted during 2021	$ 0.80	3,649,828	
Forfeited during 2021		-	
Units outstanding as of December 31, 2021		58,242,506	2.57 years

Compensation expense related to Class B Profit Interest Units of $1,502 and $1,931 was recognized in stock compensation expense on the consolidated statements of comprehensive loss during the years ended December 31, 2021 and 2020, respectively.

As of December 31, 2021 and 2020, the Company had $1,669 and $2,447 of unrecognized stock-based compensation expense.

Class A-2 Units Issued to Certain Executives

The Partnership provided certain executives with ownership interests in the Partnership (known as Class A-2 Units) in exchange for promissory notes and rollover equity, in accordance with the Contribution, Rollover and Subscription agreement. Under the terms of this agreement, the Company's executives were provided ownership interests in the Partnership in exchange for promissory notes.

These agreements are in substance, compensation arrangements and are accounted for as instruments similar to a stock option. Compensation expense is recognized at each balance sheet date with the changes in value recorded in the consolidated statements of comprehensive loss with the corresponding recognition of the noncash contribution from the Partnership in additional paid in capital in the consolidated balance sheet.

The Company elected to account for these awards using the intrinsic valuation technique which represents excess value of the employees' Class A-2 units that were exchanged for promissory notes over the exercise price (which represents the face value of the promissory notes plus accrued interest). 15,600,000 of A-2 units were granted on September 21, 2018 and the intrinsic value of these awards on the grant date was equal to the value of the award. There were no additional grants of these awards during 2020 or 2021. There were no forfeitures or exercises of these award during the years ended December 31, 2021 and 2020.

As part of the dividend to the Partnership, $0 and $1,340 related to the partial repayment of the promissory notes held by employees of the Company was recognized as compensation expense during the year ended December 31, 2021 and 2020, respectively.

As of December 31, 2021, these awards were fully vested and compensation expense of $25,301 and $4,175 was recognized in the consolidated statements of comprehensive loss during the years ended December 31, 2021 and 2020, respectively, which represents the change in the fair value of these awards as of December 31, 2021 and 2020, respectively.

15. Leases

The Company leases office and retail space for its corporate employees and retail operations. Rent expense is recognized on a straight-line basis over the terms of the leases. Future minimum rental payments under all operating leases with initial or remaining noncancelable terms in excess of one year as of December 31, 2021 are as follows:

	Capital Leases	Operating Leases
2022	$ 1,726	$ 3,008
2023	1,477	2,461
2024	1,243	1,923
2025	768	1,482
2026	195	1,411
Thereafter	-	3,612
Total minimum lease payments	5,409	$ 13,897
Less: Amount representing interest	241	
Present value of net minimum lease payments	5,168	
Less: Current portion	1,796	
Capital lease obligations, less current portion	$ 3,372	

Rent expense was $3,070 and $2,791, for the years ended December 31, 2021 and 2020, respectively.

Minimum capital lease payments are accounted for as principal and interest payments. Interest expense for all capital leases was $80 and $147 for the years ended December 31, 2021 and 2020, respectively.

16. Related Parties

The Company has several agreements in place with related parties through common ownership by the Partnership, in the ordinary course of business as follows:

- Paycor, a HR and payroll solutions company, provided payroll support services to the Company for the years ended December 31, 2021 and 2020.
- Assured Partners, a national partnership of financial services firms, provided insurance and employee benefits services to the Company for the years ended December 31, 2021 and 2020.
- Thoughtworks, a software development and digital transformation company, provided software solutions to the Company for the years ended December 31, 2021 and 2020.

Board fees were paid to stockholders who provided services through membership on the Company board.

The Company also employs twenty-seven and eighteen individuals, as of December 31, 2021 and 2020, respectively, who own and operate franchises of wholly owned subsidiary businesses. The Company recorded revenue and the corresponding accounts receivable related to these arrangements for the years ended December 31, 2021 and 2020, respectively. For the years ended December 31, 2021 and 2020, the Company paid rent expenses of $56 and $54, respectively, for a property owned by an employee and there were no corresponding accounts payable related to these arrangements.

Related party transactions consisted of the following:

	Transaction	2021	2020
Related parties through common ownership			
Paycor	Expenses paid	$ 223	$ 205
Assured partners	Expenses paid	125	239
Thoughtworks	Expenses paid	7,675	8,096
Stockholders			
Board members	Board fees	$ 214	$ 190
Transactions with employees			
Revenue		$ 4,028	$ 2,936
Accounts receivable		103	72
Expenses paid		56	54

17. Contingencies

The Company is engaged in various legal proceedings incidental to its normal business activities. Management has determined that it is not probable that the Company has incurred any loss contingencies as defined in ASC Topic 450, Contingencies. Accordingly, no liabilities have been recorded for such matters as of December 31, 2021 and 2020. Management believes that the outcome of such matters will not have a material effect on the Company’s consolidated financial statements.

18. Employee Benefit Plans

The Company sponsors a 401 (k) plan covering the majority of its employees meeting certain eligibility requirements. The Plan provides for matching contributions of 100% of employee contributions, up to 4% of the participating employee’s contributions. The Company’s contributions to the Plan totaled $1,653 and $1,080 for the years ended December 31, 2021 and 2020, respectively.

EXHIBIT J

STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS

LIST OF STATE ADMINISTRATORS

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

CALIFORNIA
Commissioner of Financial Protection and Innovation
Department of Financial Protection and Innovation
320 West Fourth Street, Suite 750
Los Angeles, California 90013-2344
(213) 576-7500
Toll Free: (866) 275-2677

HAWAII
Commissioner of Securities
Department of Commerce & Consumer Affairs
Business Registration Division
Securities Compliance Branch
335 Merchant Street, Room 203
Honolulu, Hawaii 96813
(808) 586-2722

ILLINOIS
Illinois Office of the Attorney General
Franchise Bureau
500 South Second Street
Springfield, Illinois 62706
(217) 782-4465

INDIANA
Secretary of State
Franchise Section
302 West Washington, Room E-111
Indianapolis, Indiana 46204
(317) 232-6681

MARYLAND
Office of the Attorney General
Securities Division
200 St. Paul Place
Baltimore, Maryland 21202-2020
(410) 576-6360

MICHIGAN
Michigan Attorney General's Office
Corporate Oversight Division, Franchise Section
525 West Ottawa Street
G. Mennen Williams Building, 1st Floor
Lansing, Michigan 48913
(517) 335-7567

MINNESOTA
Minnesota Department of Commerce
85 7th Place East, Suite 280
St. Paul, Minnesota 55101
(651) 539-1600

NEW YORK
NYS Department of Law
Investor Protection Bureau
28 Liberty St. 21st Fl
New York, NY 10005
(212) 416-8222

NORTH DAKOTA
North Dakota Securities Department
State Capitol
Department 414
600 East Boulevard Avenue, Fourteenth Floor
Bismarck, North Dakota 58505-0510
(701) 328-4712

RHODE ISLAND
Department of Business Regulation
Securities Division, Building 69, First Floor
John O. Pastore Center
1511 Pontiac Avenue
Cranston, Rhode Island 02920
(401) 462-9527

SOUTH DAKOTA
Division of Insurance
Securities Regulation
124 South Euclid Avenue, 2nd Floor
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 – 3rd Floor
150 Israel Road, Southwest
Tumwater, Washington 98501
(360) 902-8760

WISCONSIN
Division of Securities
4822 Madison Yards Way, North Tower
Madison, Wisconsin 53705
(608) 266-2139

AGENTS FOR SERVICE OF PROCESS

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

CALIFORNIA
Commissioner of Financial Protection and Innovation
Department of Financial Protection and Innovation
320 West Fourth Street, Suite 750
Los Angeles, California 90013-2344
(213) 576-7500
Toll Free: (866) 275-2677

HAWAII
Commissioner of Securities
Department of Commerce & Consumer Affairs
Business Registration Division
Securities Compliance Branch
335 Merchant Street, Room 203
Honolulu, Hawaii 96813
(808) 586-2722

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

INDIANA
Secretary of State
Franchise Section
302 West Washington, Room E-111
Indianapolis, Indiana 46204
(317) 232-6681

MARYLAND
Maryland Securities Commissioner
200 St. Paul Place
Baltimore, Maryland 21202-2020
(410) 576-6360

MICHIGAN
Michigan Attorney General's Office
Corporate Oversight Division, Franchise Section
525 West Ottawa Street
G. Mennen Williams Building, 1st Floor
Lansing, Michigan 48913
(517) 335-7567

MINNESOTA
Commissioner of Commerce
Minnesota Department of Commerce
85 7th Place East, Suite 280
St. Paul, Minnesota 55101
(651) 539-1600

NEW YORK
New York Secretary of State
One Commerce Plaza
99 Washington Avenue
Albany, NY 12231
(518) 473-2492

NORTH DAKOTA
North Dakota Securities Commissioner
State Capitol
Department 414
600 East Boulevard Avenue, Fourteenth Floor
Bismarck, North Dakota 58505-0510
(701) 328-4712

RHODE ISLAND
Director of Department of Business Regulation
Department of Business Regulation
Securities Division, Building 69, First Floor
John O. Pastore Center
1511 Pontiac Avenue
Cranston, Rhode Island 02920
(401) 462-9527

SOUTH DAKOTA
Division of Insurance
Director of the Securities Regulation
124 South Euclid Avenue, 2nd Floor
Pierre, South Dakota 57501
(605) 773-3563

VIRGINIA
Clerk of the State Corporation Commission
1300 East Main Street, 1st Floor
Richmond, Virginia 23219
(804) 371-9733

WASHINGTON
Director of Department of Financial Institutions
Securities Division – 3rd Floor
150 Israel Road, Southwest
Tumwater, Washington 98501
(360) 902-8760

WISCONSIN
Division of Securities
4822 Madison Yards Way, North Tower
Madison, Wisconsin 53705
(608) 266-2139

EXHIBIT K

STATE DISCLOSURES AND CONTRACT ADDENDA

INFORMATION REQUIRED
BY THE STATE OF CALIFORNIA

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 FRANCHISE DISCLOSURE DOCUMENT.

SEE THE COVER PAGE OF THE DISCLOSURE DOCUMENT FOR OUR WEB SITE ADDRESS. OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT AT **www.dbo.ca.gov.**

Item 3, Additional Disclosure.

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

Item 17, Additional Disclosures.

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

The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C. § 101 *et seq.*).

The Franchise Agreement contains a liquidated damages clause. Under California Civil Code § 1671, certain liquidated damages clauses are unenforceable.

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

The Franchise Agreement requires application of the laws of the State of Maryland. This provision may not be enforceable under California law.

The Franchise Agreement contains a venue provision for litigation. This provision may not be enforceable under California law.

You must sign a general release if you renew or transfer the franchise. This provision may not be enforceable under California law. 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 Professional Code Section 21000 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 through 20043).

Section 31125 of the California Corporations Code 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.

Each owner of the franchise is required to execute a personal guarantee. Doing so could jeopardize the marital assets of non-owner spouses domiciled in a community property state such as California.

Item 22, Additional Disclosures.

Exhibit E to the Franchise Disclosure Document (*Questionnaire to be Completed Before Executing Franchise Agreement*) is not applicable in California. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

INFORMATION REQUIRED
BY THE STATE OF ILLINOIS

Cover Page, Additional Disclosures.

THE GOVERNING LAW, VENUE AND JURISDICTION REQUIREMENTS IN THE DISCLOSURE DOCUMENT AND THE FRANCHISE AGREEMENTARE SUBJECT TO THE PROVISIONS OF THE ILLINOIS FRANCHISE DISCLOSURE ACT, AND NOTHING IN THESE DOCUMENTS SHALL BE CONSIDERED A WAIVER OF ANY RIGHT CONFERRED UPON YOU BY THE ILLINOIS FRANCHISE DISCLOSURE ACT.

Item 17, Additional Disclosures.

The conditions under which the Franchise Agreement can be terminated and your rights upon non-renewal may be affected by Sections 19 and 20 of the Illinois Franchise Disclosure Act.

Pursuant to Section 4 of the Illinois Franchise Disclosure Act, any provision in the Franchise Agreement that designates jurisdiction or venue for litigation in a forum outside of Illinois is void.

The Illinois Franchise Regulations, Section 200.608, require that Illinois law govern franchise agreements entered into in Illinois.

Exhibit E to the Franchise Disclosure Document (*Questionnaire to be Completed Before Executing Franchise Agreement*) is not applicable in Illinois. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

ILLINOIS ADDENDUM TO THE FRANCHISE AGREEMENT

This Addendum relates to franchises sold in Illinois and is intended to comply with Illinois statutes and regulations. The parties agree to modify the Franchise Agreement as follows:

1. Key Accounts. Section 2.5 is amended by adding the following:

   A National Account customer is a customer responsible for a business in more than one location. The franchisor has the exclusive right to negotiate and enter into agreements to provide services to National Account customers. You may be offered the opportunity to service a National Account. If you decline or are unable to service the account, the franchisor, an affiliate or another franchisee may provide the service with no compensation to you (even if the service is provided within your territory).

2. Termination. Section 16 is amended by adding the following:

   If anything in this Section concerning termination is inconsistent with Section 19 of the Illinois Franchise Disclosure Act of 1987, then the Act shall apply.

3. Renewal. Section 19 is amended by adding the following:

   If anything in this Section concerning non-renewal is inconsistent with Section 20 of the Illinois Franchise Disclosure Act of 1987, then the Act shall apply.

4. Governing Law. Section 23.1 is deleted. The Illinois Franchise Regulations, Section 200.608, require that Illinois law govern franchise agreements entered into in Illinois.

5. Venue for Litigation. Section 23.6 is amended by adding the following:

   Section 4 of the Act states that any provision in a franchise agreement that designates jurisdiction or venue for litigation in a forum outside of Illinois is void with respect to any action which is otherwise enforceable in Illinois.

6. Time Limit on Filing. Section 23.5 is amended by adding the following:

   Any claims arising under the Act shall be commenced within the period of limitation established in Section 27 of the Act.

7. Section 41 of the Illinois Franchise Disclosure Act of 1987 states that any condition, stipulation, or provision purporting to bind any person acquiring a franchise to waive compliance with any provision of the Act or any other law of Illinois is void. Section 41 will control over any inconsistent provisions in the Franchise Agreement.

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

9. This Addendum will have effect only if the Franchise Agreement and/or the relationship between Franchisor and you satisfy all of the jurisdictional requirements of the Illinois Franchise Disclosure Act of 1987, without considering this Addendum. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

JUNKLUGGERS FRANCHISING SPE LLC	**FRANCHISEE (Print name of company):**
	____________________________________
By: ________________________________	By: ________________________________
Name: ______________________________	Name: ______________________________
Title: ______________________________	Title: ______________________________
Date: ______________________________	Date: ______________________________

INDIANA ADDENDUM TO THE FRANCHISE AGREEMENT

This Addendum relates to franchises sold in Indiana and is intended to comply with the Indiana statutes and regulations. The parties agree to supplement the Franchise Agreement as follows:

1. Pursuant to Section 23.2-2.7-1 of the Indiana Code, it is unlawful for any franchise agreement entered into between any franchisor and a franchisee who is either a resident of Indiana or a nonresident who will be operating a franchise in Indiana to contain any of the following provisions:

(1) Requiring goods, supplies, inventories, or services to be purchased exclusively from the franchisor or sources designated by the franchisor where such goods, supplies, inventories, or services of comparable quality are available from sources other than those designated by the franchisor. However, the publication by the franchisor of a list of approved suppliers of goods, supplies, inventories, or service or the requirement that such goods, supplies, inventories, or services comply with specifications and standards prescribed by the franchisor does not constitute designation of a source nor does a reasonable right of the franchisor to disapprove a supplier constitute a designation. This subdivision does not apply to the principal goods, supplies, inventories, or services manufactured or trademarked by the franchisor.

(2) Allowing the franchisor to establish a franchisor-owned outlet engaged in a substantially identical business to that of the franchisee within the exclusive territory granted the franchisee by the franchise agreement; or, if no exclusive territory is designated, permitting the franchisor to compete unfairly with the franchisee within a reasonable area.

(3) Allowing substantial modification of the franchise agreement by the franchisor without the consent in writing of the franchisee.

(4) Allowing the franchisor to obtain money, goods, services, or any other benefit from any other person with whom the franchisee does business, on account of, or in relation to, the transaction between the franchisee and the other person, other than for compensation for services rendered by the franchisor, unless the benefit is promptly accounted for, and transmitted to the franchisee.

(5) Requiring the franchisee to prospectively assent to a release, assignment, novation, waiver, or estoppel which purports to relieve any person from liability to be imposed by this chapter or requiring any controversy between the franchisee and the franchisor to be referred to any person, if referral would be binding on the franchisee. This subdivision does not apply to arbitration before an independent arbitrator.

(6) Allowing for an increase in prices of goods provided by the franchisor which the franchisee had ordered for private retail consumers prior to the franchisee's receipt of an official price increase notification. A sales contract signed by a private retail consumer shall constitute evidence of each order. Price changes applicable to new models of a product at the time of introduction of such new models shall not be considered a price increase. Price increases caused by conformity to a state or federal law, or the revaluation of the United States dollar in the case of foreign-made goods, are not subject to this subdivision.

(7) Permitting unilateral termination of the franchise if such termination is without good cause or in bad faith. Good cause within the meaning of this subdivision includes any material violation of the franchise agreement.

(8) Permitting the franchisor to fail to renew a franchise without good cause or in bad faith. This chapter shall not prohibit a franchise agreement from providing that the agreement is not renewable upon expiration or that the agreement is renewable if the franchisee meets certain conditions specified in the agreement.

(9) Requiring a franchisee to covenant not to compete with the franchisor for a period longer than three (3) years or in an area greater than the exclusive area granted by the franchise agreement or, in absence of such a provision in the agreement, an area of reasonable size, upon termination of or failure to renew the franchise.

(10) Limiting litigation brought for breach of the agreement in any manner whatsoever.

(11) Requiring the franchisee to participate in any:

(A) advertising campaign or contest;

(B) promotional campaign;

(C) promotional materials; or

(D) display decorations or materials;

at an expense to the franchisee that is indeterminate, determined by a third party, or determined by a formula, unless the franchise agreement specifies the maximum percentage of gross monthly sales or the maximum absolute sum that the franchisee may be required to pay.

2. If the Franchise Agreement contains a provision that is inconsistent with the Indiana Code, the provisions of the Indiana Code will supersede the Franchise Agreement.

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

4. This Addendum will have effect only if the Franchise Agreement and/or the relationship between you and Franchisor satisfy all of the jurisdictional requirements of the Indiana Code, without considering this Addendum. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

JUNKLUGGERS FRANCHISING SPE LLC	**FRANCHISEE (Print name of company):**
	______________________________
By: ______________________________	By: ______________________________
Name: ______________________________	Name: ______________________________
Title: ______________________________	Title: ______________________________
Date: ______________________________	Date: ______________________________

INFORMATION REQUIRED
BY THE STATE OF MARYLAND

Item 5 , Additional Disclosures.

Based on the financial condition of our guarantor, AB Assetco LLC, 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, Additional Disclosures.

The Franchise Agreement requires you to sign a general release as a condition of renewal or transfer of the franchise. This releases will not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

A franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three (3) years after the grant of the franchise.

Item 22, Additional Disclosure.

Exhibit E to the Franchise Disclosure Document (*Questionnaire to be Completed Before Executing Franchise Agreement*) is not applicable in Maryland. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

MARYLAND ADDENDUM TO THE FRANCHISE AGREEMENT

In recognition of the Maryland Franchise Registration and Disclosure Law, Maryland Stat. §§ 14-201 to 14-233, and the Rules and Regulations promulgated thereunder, the parties agree to modify the Franchise Agreement as follows:

1. Franchise Fee. Section 7.1 is amended by adding the following:

   Based on the financial condition of franchisor's guarantor, AB Assetco LLC, 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.

2. Releases. Section 15.2.4 and Section 19.1.7 are each amended to add the following:

   This release will not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

3. Entire Agreement. Section 22.12 is amended by adding the following:

   Notwithstanding anything to the contrary in this Agreement, you are not required to waive any of your rights under the Maryland Franchise Registration and Disclosure Law with regard to our prior representations.

4. Time Limit on Filing. Section 23.5 is amended by adding the following:

   The foregoing limitation on the period of time arbitration and/or litigation claims must be brought shall not act to reduce the 3-year statute of limitations afforded a franchisee for bringing a claim arising 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.

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

6. This Addendum will have effect only if the Franchise Agreement and/or the relationship between Franchisor and you satisfy all of the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law, without considering this Addendum. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

[Signatures on Following Page]

JUNKLUGGERS FRANCHISING SPE LLC	**FRANCHISEE (Print name of company):**
	______________________________
By: ______________________________	By: ______________________________
Name: ______________________________	Name: ______________________________
Title: ______________________________	Title: ______________________________
Date: ______________________________	Date: ______________________________

INFORMATION REQUIRED
BY THE STATE OF MICHIGAN

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

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

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

(c) A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.

(d) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration, of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) the term of the franchise is less than 5 years; and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of franchisor's intent not to renew the franchise.

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

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

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

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

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

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

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

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

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

NO STATEMENT, QUESTIONNAIRE, OR ACKNOWLEDGMENT SIGNED OR AGREED TO BY A FRANCHISEE IN CONNECTION WITH THE COMMENCEMENT OF THE FRANCHISE RELATIONSHIP SHALL HAVE THE EFFECT OF (I) WAIVING ANY CLAIMS UNDER ANY APPLICABLE STATE FRANCHISE LAW, INCLUDING FRAUD IN THE INDUCEMENT, OR (II) DISCLAIMING RELIANCE ON ANY STATEMENT MADE BY ANY FRANCHISOR, FRANCHISE SELLER, OR OTHER PERSON ACTING ON BEHALF OF THE FRANCHISOR. THIS PROVISION SUPERSEDES ANY OTHER TERM OF ANY DOCUMENT EXECUTED IN CONNECTION WITH THE FRANCHISE.

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

Any questions regarding these Additional Disclosures shall be directed to the Department of the Attorney General, Consumer Protection Division, 670 Law Building, 525 West Ottawa Street, Lansing, Michigan 48913, (517) 373-7717.

*** NOTE: NOTWITHSTANDING PARAGRAPH (f) ABOVE, WE INTEND TO, AND YOU AGREE THAT WE AND YOU WILL, ENFORCE FULLY THE PROVISIONS OF THE ARBITRATION SECTION OF OUR AGREEMENTS. WE BELIEVE THAT PARAGRAPH (f) IS UNCONSTITUTIONAL AND CANNOT PRECLUDE US FROM ENFORCING THE ARBITRATION PROVISIONS.**

INFORMATION REQUIRED
BY THE STATE OF MINNESOTA

Item 13, Additional Disclosure.

We will indemnify you against liability to a third party resulting from claims that your use of the Marks infringes trademark rights of the third party, provided that your use of the Marks is in accordance with the requirements of the Franchise Agreement and the System.

Item 17, Additional Disclosures.

We will comply with Minnesota Statutes Section 80C.14, subdivisions 3, 4, and 5, which require, except in certain specified cases, that a franchisee be given 90 days notice of termination (with 60 days to cure) and 180 days notice for non-renewal of the Franchise Agreement.

Minnesota Statutes § 80C.21 and Minnesota Rule 2860.4400J prohibit us from requiring you to waive 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.

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 Statutes §§ 80C.01 - 80C.22.

Minnesota Rule 2860.4400J prohibits us from requiring you to waive your rights to a trial or to consent to liquidated damages, termination penalties, or judgment notes. This rule does not bar a voluntary arbitration of any matter.

Item 22, Additional Disclosures.

Exhibit E to the Franchise Disclosure Document (*Questionnaire to be Completed Before Executing Franchise Agreement*) is not applicable in Minnesota. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

MINNESOTA ADDENDUM TO THE FRANCHISE AGREEMENT

In recognition of the Minnesota Franchises Law, Minn. Stat. §§ 80C.01-80C.22, and the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce, the parties agree to modify the Franchise Agreement as follows:

1. Releases. The following sentence is added to Section 15.2 and Section 19.1.7:

   Notwithstanding the foregoing, Franchisee will not be required to assent to a release, assignment, novation, or waiver that would relieve any person from liability imposed by Minnesota Statute §§ 80C.01 - 80C.22, provided that the foregoing shall not bar the voluntary settlement of disputes.

2. Term and Successor Franchise Agreement; Default and Termination. Sections 3, 16, and 19 are each amended by adding the following:

   Notwithstanding anything to the contrary in Sections 3, 16, and 19, Franchisor will comply with Minnesota Statutes Clause 80C.14, Subdivision 3, 4, and 5, which require, except in certain cases, that Minnesota franchisees be given 90 days notice of termination (with 60 days to cure) and 180 days notice for non-renewal of the Franchise Agreement.

3. Licensed Marks and Copyrights. Section 11 is amended by adding the following:

   Franchisor will indemnify you against liability to a third party resulting from claims that your use of the Marks or the Works infringes trademark rights of the third party, provided that your use is in accordance with the requirements of the Franchise Agreement and the System.

4. Time Limit on Filing. Section 23.5 is amended to add the following:

   Notwithstanding anything to the contrary in this Section, any claim or action arising out of or relating to the Minnesota Franchises Law must be commenced within three (3) years from the occurrence of the facts giving rise to the claim or action, or the claim or action is barred.

5. Jurisdiction and Venue. Section 23.6 is amended to add the following:

   Under Minnesota Statutes Section 80C.21, this section will not in any way abrogate or reduce any rights of the Franchisee as provided for in Minnesota Statutes, Chapter 80C, including the right to submit matters to the jurisdiction of the courts in Minnesota. Minnesota Statutes Section 80C.21 and Minnesota Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota.

6. Entire Agreement. Section 22 is amended by adding the following:

   Pursuant to Minn. Stat. § 80C.21 and Minn. Rule Part 2860.4400J, nothing in the Agreement shall in any way abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C.

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

8. This Addendum will have effect only if the Franchise Agreement and/or the relationship between you and Franchisor satisfy all of the jurisdictional requirements of Minnesota Statutes §§ 80C.01 - 80C.22. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

JUNKLUGGERS FRANCHISING SPE LLC	**FRANCHISEE (Print name of company):**
	______________________________
By: ______________________________	By: ______________________________
Name: ______________________________	Name: ______________________________
Title: ______________________________	Title: ______________________________
Date: ______________________________	Date: ______________________________

INFORMATION REQUIRED
BY THE STATE OF NEW YORK

Cover page, Additional Disclosures.

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT J OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE NEW YORK STATE DEPARTMENT OF LAW, BUREAU OF INVESTOR PROTECTION AND SECURITIES, 28 LIBERTY STREET, 21ST FLOOR, NEW YORK, NEW YORK 10005.

FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE DISCLOSURE DOCUMENT. HOWEVER, FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON YOU TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS DISCLOSURE DOCUMENT.

Item 3, Additional Disclosures.

Other than as disclosed in Item 3, neither Franchisor nor any person listed in Item 2:

1. Has any administrative, criminal or material civil action pending against that person alleging: a felony; a violation of a franchise, antitrust or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property; unfair or deceptive practices or comparable civil or misdemeanor allegations. There are no pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of Franchisor franchises and the size, nature or financial condition of the System or its business operations.

2. Has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the ten-year period immediately preceding the date of this disclosure document, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud or securities law, fraud, embezzlement, fraudulent conversion or misappropriation of property, or unfair or deceptive practices or comparable allegations.

3. Is subject to a currently effective injunctive or restrictive order or decree relating to the Franchisor franchise or under any 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.

Item 4, Additional Disclosure.

Except as described in this Item, neither Franchisor, its affiliates, its predecessors, officers, nor general partners, during the ten-year period immediately before the date of the disclosure document: (a) filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or any foreign bankruptcy laws; (b) obtained a discharge of its debts under the U.S. Bankruptcy Code or any foreign bankruptcy laws; or (c) was a principal officer of a company or general partner of a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or any foreign bankruptcy laws, or that obtained a discharge of its debts under the U.S. Bankruptcy Code or any foreign bankruptcy laws during or within one year after the officer or general partner of Franchisor held this position in the company or partnership.

Item 5, Additional Disclosure.

We use the initial franchise fee to defray our costs of offering franchises and assisting franchisees to start business. A portion of the initial franchise fee may be profit to us.

Item 17, Revised Disclosures.

1. *In the Item 17 Table, the following sentence is added to item "d":*

   You may also terminate the Franchise Agreement on any grounds available by law.

2. *In the Item 17 Table, the following sentence is added to item "j":*

   However, no assignment will be made by Franchisor except to an assignee who, in Franchisor's good faith judgment, is willing and able to assume Franchisor's obligations under the Franchise Agreement.

3. *In the Item 17 Table, the following sentence is added to item "w":*

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

Item 17, Additional Disclosures.

The New York General Business Law, Article 33, Sections 680 through 695 may supersede any provision of the Franchise Agreement inconsistent with that law.

You must sign a general release when you renew or transfer a franchise. This provision may not be enforceable under New York law.

Item 22, Additional Disclosures.

Exhibit E to the Franchise Disclosure Document (*Questionnaire to be Completed Before Executing Franchise Agreement*) is not applicable in New York. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

STATEMENT OF DISCLOSURE DOCUMENT ACCURACY

THE FRANCHISOR REPRESENTS THAT THIS DISCLOSURE DOCUMENT DOES NOT KNOWINGLY OMIT ANY MATERIAL FACT OR CONTAIN ANY UNTRUE STATEMENT OF A MATERIAL FACT.

NEW YORK ADDENDUM TO THE FRANCHISE AGREEMENT

In recognition of the requirements of the New York General Business Law, Article 33, Sections 680 through 695, and of the regulations promulgated thereunder (N.Y. Comp. Code R. & Regs., tit. 13, §§ 200.1 through 201.16), the parties agree to modify the Franchise Agreement as follows:

1. Any provision in the Franchise Agreement that is inconsistent with the New York General Business Law, Article 33, Sections 680 – 695 may not be enforceable.

2. Releases. Section 15.2.4 and Section 19.1.7 are each amended to add the following:

   The foregoing release of claims against Franchisor does not release any claim you may have under New York General Business Law, Article 33, Sections 680-695.

3. Assignment by Franchisor. Section 15 is amended by adding the following:

   Franchisor will not assign its rights under the Franchise Agreement except to an assignee who in Franchisor's good faith judgment is willing and able to assume Franchisor's obligations under the Franchise Agreement.

4. Termination by Franchisee. Section 16 is amended by adding the following:

   You may terminate this Agreement on any grounds available by law under the provisions of Article 33 of the General Business Law of the State of New York.

5. Governing Law. Section 23.1 is amended by adding the following:

   Notwithstanding the foregoing, the New York General Business Law shall govern any claim arising under that law.

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

7. This Addendum will have effect only if the Franchise Agreement and/or the relationship between Franchisor and you satisfy all of the jurisdictional requirements of New York General Business Law, without considering this Addendum. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

[Signatures on Following Page]

JUNKLUGGERS FRANCHISING SPE LLC

By: ____________________________________

Name: __________________________________

Title: __________________________________

Date: __________________________________

FRANCHISEE (Print name of company):

____

By: ____________________________________

Name: __________________________________

Title: __________________________________

Date: __________________________________

INFORMATION REQUIRED
BY THE STATE OF NORTH DAKOTA

Item 17, Additional Disclosures. The following statements are added to Item 17:

The North Dakota Securities Commissioner has held the following to be unfair, unjust, or inequitable to North Dakota franchisees (Section 51-19-09, N.D.C.C.):

A. Restrictive Covenants: Franchise disclosure documents which disclose the existence of covenants restricting competition contrary to Section 9-08-06, N.D.C.C., without further disclosing that such covenants will be subject to this statute.

B. Situs of Arbitration Proceedings: Franchise agreements providing that the parties must agree to arbitrate disputes at a location that is remote from the site of the franchisee's business.

C. Restriction on Forum: Requiring North Dakota franchisees to consent to the jurisdiction of courts outside of North Dakota.

D. Liquidated Damages and Termination Penalties: Requiring North Dakota franchisees to consent to liquidated damages or termination penalties.

E. Applicable Laws: Franchise agreements which specify that any claims arising under the North Dakota franchise law will be governed by the laws of a state other than North Dakota.

F. Waiver of Trial by Jury: Requiring North Dakota franchisees to consent to the waiver of a trial by jury.

G. Waiver of Exemplary and Punitive Damages: Requiring North Dakota franchisees to consent to a waiver of exemplary and punitive damages.

H. General Release: Requiring North Dakota franchisees to execute a general release of claims as a condition of renewal or transfer of a franchise.

I. Limitation of Claims: Requiring that North Dakota franchisees to consent to a limitation of claims. The statute of limitations under North Dakota law applies.

J. Enforcement of Agreement: Requiring that North Dakota franchisees to pay all costs and expenses incurred by the franchisor in enforcing the agreement. The prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney's fees.

Exhibit E to the Franchise Disclosure Document (Questionnaire to be Completed Before Executing Franchise Agreement) is not applicable in North Dakota. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

Each provision of the Additional Disclosures shall be effective only to the extent that the jurisdictional requirements of the North Dakota Franchise Investment Law, with respect to each such provision, are met independent of the Additional Disclosures. The Additional Disclosures shall have no force or effect if such jurisdictional requirements are not met.

NORTH DAKOTA ADDENDUM TO FRANCHISE AGREEMENT

In recognition of the requirements of the North Dakota Franchise Investment Law, N.D. Cent. Code §§ 51-19-01 through 51-19-17, and the policies of the North Dakota Securities Commission, the parties agree to modify the Franchise Agreement as follows:

1. The North Dakota Securities Commissioner has held the following to be unfair, unjust, or inequitable to North Dakota franchisees (Section 51-19-09, N.D.C.C.):

   A. Restrictive Covenants: Franchise disclosure documents which disclose the existence of covenants restricting competition contrary to Section 9-08-06, N.D.C.C., without further disclosing that such covenants will be subject to this statute.

   B. Situs of Arbitration Proceedings: Franchise agreements providing that the parties must agree to arbitrate disputes at a location that is remote from the site of the franchisee's business.

   C. Restriction on Forum: Requiring North Dakota franchisees to consent to the jurisdiction of courts outside of North Dakota.

   D. Liquidated Damages and Termination Penalties: Requiring North Dakota franchisees to consent to liquidated damages or termination penalties.

   E. Applicable Laws: Franchise agreements which specify that any claims arising under the North Dakota franchise law will be governed by the laws of a state other than North Dakota.

   F. Waiver of Trial by Jury: Requiring North Dakota franchisees to consent to the waiver of a trial by jury.

   G. Waiver of Exemplary and Punitive Damages: Requiring North Dakota franchisees to consent to a waiver of exemplary and punitive damages.

   H. General Release: Requiring North Dakota franchisees to execute a general release of claims as a condition of renewal or transfer of a franchise.

   I. Limitation of Claims: Requiring that North Dakota franchisees to consent to a limitation of claims. The statute of limitations under North Dakota law applies.

   J. Enforcement of Agreement: Requiring that North Dakota franchisees to pay all costs and expenses incurred by the franchisor in enforcing the agreement. The prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney's fees.

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

3. Each provision of this Addendum shall be effective only to the extent that the jurisdictional requirements of the North Dakota Franchise Investment Law, with respect to each such provision, are met independently of this Addendum. This Addendum shall have no force or effect if such jurisdictional requirements are not met.

JUNKLUGGERS FRANCHISING SPE LLC	**FRANCHISEE (Print name of company):**
	______________________________
By: ______________________________	By: ______________________________
Name: ______________________________	Name: ______________________________
Title: ______________________________	Title: ______________________________
Date: ______________________________	Date: ______________________________

RHODE ISLAND ADDENDUM TO THE FRANCHISE AGREEMENT

In recognition of the Rhode Island Franchise Investment Act, §§ 19-28.1-1 through 19-28.1-34, the parties agree to modify the Franchise Agreement as follows:

1. Governing Law. Section 23.1 is amended by adding the following:

   Notwithstanding the foregoing, Rhode Island law governs any claim arising under the Rhode Island Franchise Investment Act.

2. Jurisdiction and Venue. Section 23.6 is amended by adding the following:

   Notwithstanding the foregoing, you have the right to file any litigation under the Rhode Island Franchise Investment Act in Rhode Island.

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

4. This Addendum will have effect only if the Franchise Agreement and/or the relationship between you and Franchisor satisfy all of the jurisdictional requirements of the Rhode Island Franchise Investment Act, without considering this Addendum. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

JUNKLUGGERS FRANCHISING SPE LLC	**FRANCHISEE (Print name of company):**
	____
By: ____________________________________	By: ____________________________________
Name: _________________________________	Name: _________________________________
Title: __________________________________	Title: __________________________________
Date: __________________________________	Date: __________________________________

INFORMATION REQUIRED
BY THE COMMONWEALTH OF VIRGINIA

In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the Franchise Disclosure Document for use in the Commonwealth of Virginia is amended to add the following:

> According to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the franchise agreement does not constitute "reasonable cause," as that the term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, the provision may not be enforceable.
>
> According to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to use undue influence to induce a franchisee to surrender any right given to him under the franchise. If any provision of the Franchise Agreement involves the use of undue influence by the franchisor to induce a franchisee to surrender any rights given to him under the franchise, that provision may not be enforceable.

Item 22, Additional Disclosures.

> Exhibit E to the Franchise Disclosure Document (*Questionnaire to be Completed Before Executing Franchise Agreement*) is not applicable in Virginia. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

INFORMATION REQUIRED
BY THE STATE OF WASHINGTON

In recognition of the restrictions contained in the Washington Franchise Investment Protection Act, the Franchise Disclosure Document for use in the State of Washington is amended to add the following:

> The State of Washington has a statute, RCW 19.100.180, which may supersede the Franchise Agreement in your relationship with us, including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the Franchise Agreement in your relationship with us, including the areas of termination and renewal of your franchise.
>
> In the event of a conflict of laws between the Washington Franchise Investment Protection Act and the law chosen in the Franchise Agreement, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.
>
> A release or waiver of rights executed by a franchisee will not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder, except when executed pursuant to a negotiated settlement after the Franchise Agreement is in effect and where the parties are represented by independent counsel. Provisions such as those that unreasonably restrict or limit the statute of limitations period for claims under the Act, rights or remedies under the Act such as a right to a jury trial may not be enforceable.
>
> Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.
>
> Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.
>
> RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.
>
> Exhibit E to the Franchise Disclosure Document (*Questionnaire to be Completed Before Executing Franchise Agreement*) is not applicable in Washington. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

WASHINGTON ADDENDUM TO THE FRANCHISE AGREEMENT

In recognition of the Washington Franchise Investment Protection Act, Wash. Rev. Code §§ 19.100.180, the parties agree to modify the Franchise Agreement as follows:

1. The state of Washington has a statute, the Washington Franchise Investment Protection Act (the "Act"), Section 19.100.180 of which may supersede this Agreement in your relationship with us, including in the areas of termination and renewal of your franchise. There also may be court decisions that may supersede this Agreement in your relationship with us, including in the areas of termination and renewal of your franchise.

2. In the event of a conflict of laws, the provisions of the Act shall prevail.

3. You may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Act, in Washington.

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

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

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

7. RCW 49.62.060 prohibits us from restricting, restraining, or prohibiting you from (i) soliciting or hiring any employee of a franchisee of ours or (ii) soliciting or hiring any employee of ours. As a result, any such provisions contained in the Franchise Agreement or elsewhere are void and unenforceable in Washington.

8. Securities offering fees shall be limited to our reasonable costs and expenses in reviewing your security offering documents.

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

10. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.

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

11. This Addendum may be executed in multiple counterparts, each of which when executed and delivered shall be deemed an original and all of which together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page of this Addendum by electronic transmission (including PDF) shall be as effective as delivery of a manually executed counterpart of this Addendum.

JUNKLUGGERS FRANCHISING SPE LLC	**FRANCHISEE (Print name of company):**
	________________________________
By: ________________________________	By: ________________________________
Name: ______________________________	Name: ______________________________
Title: _______________________________	Title: _______________________________
Date: _______________________________	Date: _______________________________

State Effective Dates

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington and Wisconsin.

This disclosure document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

STATE	EFFECTIVE DATE
California	Pending
Hawaii	Not filed
Illinois	Pending
Indiana	Pending
Maryland	Pending
Michigan	Pending
Minnesota	Pending
New York	Pending
North Dakota	Pending
Rhode Island	Pending
South Dakota	Pending
Virginia	Pending
Washington	Pending
Wisconsin	Pending

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

RECEIPT
(Retain This Copy)

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

If we offer you a franchise, we must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, us or an affiliate in connection with the proposed franchise sale. **New York** requires that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the Franchise Agreement or other agreement or the payment of any consideration that relates to the franchise relationship. **Michigan** requires that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first. **Iowa** requires that we give you this disclosure document at the earlier of the first personal meeting or 14 calendar days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

If we do 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, DC 20580, and the appropriate state agency identified on Exhibit J.

Issuance Date: April 30, 2023, as amended February 9, 2024

The franchisor is Junkluggers Franchising SPE LLC located at 7120 Samuel Morse Drive, Suite 300, Columbia, Maryland 21046. Its telephone number is (410) 740-1900. The franchise sellers are: Justin Waltz, Todd Lamson, Leanne Stapf, Jordan Wilson, Colt Florence, Zack Klinger, James Jones, and Heather McLeod at the above address. Any other franchise sellers will be provided to you separately before you sign a Franchise Agreement: ____________________

JUNKLUGGERS authorizes the respective state agencies identified on Exhibit J to receive service of process for us in the particular state.

I have received a disclosure document dated April 30, 2023, as amended February 9, 2024, that included the following Exhibits:

A.	Franchise Agreement (including multiple attachments)	F.	Franchisees as of December 31, 2022
B.	Promissory Note, Guaranty and Security Agreement	G.	Franchisees Who Exited a Franchise in 2022
C.	Renewal Addendum	H.	Operations Manual Table of Contents
D.	Sample of General Release	I.	Financial Statements
E.	Questionnaire	J.	List of State Administrators and Agents for Service of Process
		K.	State Addenda/State Franchise Agreement Amendments

____
Date Received

____
Signature of Prospective Franchisee

____
Name (please print)

RECEIPT
(Our Copy)

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If we offer you a franchise, we must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, us or an affiliate in connection with the proposed franchise sale. **New York** requires that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the Franchise Agreement or other agreement or the payment of any consideration that relates to the franchise relationship. **Michigan** requires that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first. **Iowa** requires that we give you this Disclosure Document at the earlier of the first personal meeting or 14 calendar days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

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________________________________	________________________________
Date Received	Signature of Prospective Franchisee
	________________________________
	Name (please print)