FRANCHISE DISCLOSURE DOCUMENT

SMASH BROTHERS, LLC
d/b/a Crushr®

ISSUANCE DATE: APRIL 19, 2024

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SMASH BROTHERS, LLC
A Kentucky Limited Liability Company
13147 Middletown Industrial Blvd.
Louisville, KY 40223
(844) 236-8777
scott@dumpstercrushr.com
www.dumpstercrushr.com

Smash Brothers, LLC d/b/a Crushr ("we", "us" or the "Franchisor") offers franchisees ("you" or the "Franchisee") the opportunity to operate a mobile commercial on-site trash compacting business currently under the trade name "Crushr" and associated logo shown above, utilizing a proprietary mobile trash pulverizer unit (a "Crushr Business" or "Franchised Business").

The total investment necessary to begin the operation of one Crushr Business is $157,575 to $418,189. This includes $64,300 that must be paid to the franchisor or affiliates.

The total investment necessary to begin the operation of two to five Crushr Businesses is $197,575 to $553,189. This includes between $104,300 to $199,300 that must be paid to the franchisor or 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 Disclosure Document.**

You may wish to receive this Disclosure Document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, please contact K. Scott Dennison at 13147 Middletown Industrial Blvd., Louisville, KY 40223 (844) 236-8777.

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

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

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

Issuance Date: April 19, 2024

State Cover Sheet

How to Use This Franchise Disclosure Document

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

QUESTION	WHERE TO FIND INFORMATION
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 Exhibit F.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Exhibit A includes financial statements. Please 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 Crushr® 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 Crushr® franchisee?	Exhibit F lists the 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 May Need To Know About Franchising *Generally*

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

<u>Business Model can change</u>. 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.

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

<u>Operating restrictions</u>. 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.

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

<u>Renewal</u>. 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.

<u>When your franchise ends</u>. 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 G.

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

Special Risks to Consider about *This* Franchise

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

1. **Out of State Dispute Resolution**. The franchise agreement and area development agreement require you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in Kentucky. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in Kentucky 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. **Patent License Expiration**. This Franchisor has a patent license that is set to expire, and the franchises may face competition from other businesses utilizing the same patent.

Certain states may require other risks to be highlighted. Check the “State Specific Addenda” (if any) to see whether your state requires other risks to be highlighted.

The State of Michigan requires us to include the following notice in the Disclosure Document:

<u>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.</u>

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

(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 that have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if:

(i) the term of the franchise is less than 5 years, and

(ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area 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. Thissection 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.

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

Any questions regarding this notice should be directed to the Department of Attorney General, State of Michigan, 670 Williams Building, Lansing, Michigan 48913, Telephone (517) 373-7117.

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

TABLE OF CONTENTS

EXHIBITS

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

To simplify the language in this Disclosure Document, the words “we,” “our” and “us” refer to Smash Brothers, LLC d/b/a Crushr, the Franchisor. “You” and "your" means the person or entity who buys a franchise, including the individual owners of an entity owned franchise. To fully understand all your and our rights and obligations to each other, you must still carefully review the actual agreements that you will execute. These will control if there is any dispute between us.

Franchisor and Affiliates

We are a Kentucky limited liability company organized on March 28, 2016. Our principal place of business is 13147 Middletown Industrial Blvd., Louisville, KY 40223. We do business under our corporate name and under the trade name “Crushr.” We do not have any predecessors or parents. Our registered agents are disclosed in Exhibit G.

We operate one business of the type being offered in this Disclosure Document (the “Company-Owned Outlet”), under the CRUSHR® and CRUSHR & Design® trademarks in Louisville, Kentucky. We may expand our operations into new territories or expand into other business lines.

Our affiliate, Crushr IP, LLC (“Crushr IP”) a Delaware limited liability company with a principal business address of 13147 Middletown Industrial Blvd., Louisville, KY 40223, owns the Marks and intellectual property used in the Crushr System, which it licenses to us under a license agreement.

Our affiliate, FD Leasing, LLC, a Kentucky limited liability company with a principal business address at 13147 Middletown Industrial Blvd., Louisville, KY 40223, may provide financing to franchisees for the purchase of Installed Vehicles.

Except as disclosed above, of our affiliates will not provide products or services to our franchisees. None of our affiliates offer franchises in any line of business.

Our Prior Business Experience

We began offering franchises of the type being described in this Disclosure Document in September of 2017, and have operated the Company-Owned Outlet since November 2016, with one additional Company-Owned Outlet opened in 2018, which additional Company-Owned Outlet was closed and the assets of which were subsequently sold to a franchisee in 2019. Neither we nor any affiliate were previously engaged in the business of the type to be operated by you. From September 2017 to August 2019, we offered franchises under the name “Smash-It”. In September 2019 we transitioned to the “Crushr” marks and have offered franchises under these marks since that date.

The Franchise Being Offered

We grant qualified franchisees the right to open and operate Crushr Businesses which offer mobile waste compaction services under the name “Crushr” and certain other proprietary marks within a protected territory. The purpose of the business is to reduce the costs of waste removal. This savings is accomplished by mounting a patented machine (the “Installed Vehicle”) onto a truck that may drive on public roads and drive between commercial sites and smash or pulverize waste in dumpsters thus opening up more space in the dumpster (we refer to the vehicle with the Installed Vehicle installed as the “Installed Vehicle” in this Disclosure Document). By removing the excess space and compacting the trash therein, significantly more space is made available to put more trash into the dumpster. The same dumpster is used to hold more trash and when the trash is removed to a landfill, fewer trips are needed as more trash is transferred to the landfill by each trip.

Multi-Unit Offering

We also offer qualified individuals and entities the right to open and operate multiple Crushr Businesses within a designated geographical area (the “Development Area”) under our current form of area development agreement that is attached to this Disclosure Document as Exhibit C (the “Development Agreement”), which will also outline a schedule or defined period of time in which you must open and commence operating each franchise location (a “Development Schedule”).

You will be required to sign a Franchise Agreement for your initial Crushr Business at the same time you sign your Development Agreement. In addition, you must sign our then-current form of franchise agreement for each additional Crushr Business you open under the Development Schedule, which may contain terms that are materially different from the terms of the Franchise Agreement that is attached to this Disclosure Document.

You will be required to pay us a one-time development fee that will be calculated based on the number of Crushr Businesses that we grant you the right to open under the Development Agreement, but you will not be required to pay us an initial franchise fee at the time you execute your franchise agreements for each individual Crushr Business we permit you to open under your Development Agreement.

The Market and Competition

Your Crushr Business will compete with other similar businesses. The market for waste compaction services is broad and in high demand but is emerging and under development. These competitive businesses will include commercial trash collection, removal, and recycling companies, as well as other franchised and non-franchised businesses who offer services similar to the services your Crushr Business will offer. These companies may serve local, regional, or national markets. The market for the services offered by a Crushr Business is mature and developed. Your markets will include municipalities, owners or operators of commercial businesses, structures, sites, buildings, and facilities that generate commercial waste and contractors providing construction, remodeling or demolition services to these owners and operators. Sales may decline in winter and other periods with inclement weather as construction activity decreases. The franchisee is required to acknowledge these rights and that they could negatively impact the performance of the Franchised Business, and may create competition for mobile trash compacting services, including in the Franchisee’s Protected Territory.

Applicable Regulations

Each municipality has divisions that monitor businesses to ensure they follow all applicable laws. Each jurisdiction will issue a business license if required. You should consult your own governmental authority’s licensing and standards division for information about licenses or permits to do business, assumed name registrations and sales tax permits. We are aware of industry-specific regulations affecting the Franchised Business, including without limitation, labor and wage laws, health and safety and sanitation regulations, and safety requirements. There may be specific laws or regulations in your state or municipality regarding the operation of the Franchised Business. The laws in your state or municipality may be more or less stringent. You should examine these laws before purchasing a franchise from us. You may be required to obtain licenses, registrations, authorizations, and permissions required under applicable federal, state or local laws to operate your Franchised Business.

Some jurisdictions may require a license for you to be able to operate, which may require you to have experience in order to qualify. We have made no investigation regarding the existence of any state or local laws, ordinances, regulations, taxes, or other restrictions applicable in any territory that could substantially affect your ability to operate the Franchised Business in all or a portion of any territory. It is your responsibility to conduct such an investigation. Among other things, you should investigate whether there are any local ordinances, or special license requirements pertaining to the Franchised Business, or whether any city, town, or other governmental agency has issued or granted an exclusive right or license to another garbage or waste hauler that would bar your operations in that area, or whether there may exist any special restrictions that may limit your right to access a local transfer site or landfill. You may want to obtain a complete copy of your state's and other applicable statutes and regulations and discuss them with your attorney.

There are federal, state and local laws, rules, regulations and ordinances which may apply to the operation of your Franchised Business, including those which (a) regulate licensing and business conduct of employees and contractors that offer services in the construction and commercial waste hauling industry; (b) set standards pertaining to employee health and safety; (c) set standards and requirements for drivers of commercial vehicles; and (d) regulate the proper use, storage and disposal of waste and hazardous materials. You should investigate whether there are regulations and requirements that may apply in the geographic area in which you are interested in locating your franchise and should consider both their effect and cost of compliance.

ITEM 2.
BUSINESS EXPERIENCE

K. Scott Dennison – President and CEO

Mr. Dennison has served as our President and Chief Executive Officer since our inception in March 2016. Mr. Dennison serves in his role from our headquarters in Louisville, KY.

Sarah Pritts – Chief Operating Officer

Mrs. Pritts has served as our Chief Operating Officer since January 2022, and previously served as our Brand Manager from January 2017 to January 2022. Ms. Pritts serves in her role from our headquarters in Louisville, KY.

Elliot George – VP of Growth & Success

Mr. George has service as our VP of Growth & Success since March 18, 2024. Mr. George formerly held sales roles at Suddenlink (January 2017 – January 2021) and Optimum (January 2021 – March 2024). Mr. George serves in his role from our headquarters in Louisville, KY.

Aaron Simpson – Chief Experience Officer (CXO)

Mr. Simpson has served as our Chief Experience Officer since January 29, 2024. Most recently, from January 2012 to January 2024, Mr. Simpson held a similar role with GLOW Brands. Mr. Simpson serves in his role from our headquarters in Louisville, KY.

ITEM 3.
LITIGATION

No litigation is required to be disclosed in this Item.

ITEM 4.
BANKRUPTCY

No bankruptcy is required to be disclosed in this Item.

ITEM 5.
INITIAL FEES

We require a non-refundable initial franchise fee (the "Franchise Fee") of $49,500 for the operation of a Crushr Business in a single territory (a "Protected Territory") with a minimum of 2,500 potential qualified businesses based upon our data and industry experience ("Qualified Businesses"). Because the market for our services is primarily Qualified Businesses, we do not use population or household counts to determine your Protected Territory, but such data may factor into our determination of Protected Territory size and layout. The size and layout of your Protected Territory may vary depending on a variety of factors, including the number of Qualified Businesses in the Protected Territory, the population count, the aggregate driving distances between Qualified Businesses in your Protected Territory, and other factors, including feedback from your due diligence in the proposed market. The final and specific bounds of the Protected Territory will be provided in the Franchise Agreement. The initial Franchise Fee must be paid to us upon signing the Franchise Agreement.

If we determine that you are financially and operationally qualified to develop multiple Crushr Businesses, we may offer you the opportunity to enter into a Development Agreement, in which you will commit to develop a minimum of two (2) Crushr Businesses that you and we determine to be appropriate. If you enter into a Development Agreement, you must pay us a one-time development fee upon execution of your Development Agreement ("Development Fee"). Your Development Fee will depend on the number of Crushr Businesses we grant you the right to open within the Development Area, and is calculated as described in the table below:

Number of Crushr Businesses We Grant you the Right to Develop	Initial Franchise Fee	Cumulative Development Fee
1	$49,500	$49,500
2	$40,000	$89,500
3	$35,000	$124,500
4	$30,000	$154,500
5	$30,000	$184,500

If we grant you the right to develop more than five (5) Crushr Businesses under a Development Agreement, the fee for each additional Crushr Business will be $30,000.

You will be required to enter into our then-current form of franchise agreement for each Crushr Business you wish to open under your Development Agreement, but you will not be required to pay any additional initial franchise fee at the time you execute each of these franchise agreements. If you enter into a Development Agreement, you must execute our current form of Franchise Agreement for the first initial Crushr Business we grant you the right to open within your Development Area concurrently with the Development Agreement. Unless we otherwise agree, each Crushr Business will require at least one Installed Vehicle for use in the operation of the Crushr Business within its respective Protected Territory.

The Franchise Fee and Development Fee will be deemed fully earned upon payment and are not refundable under any circumstances. Except as described above, the Franchise Fee and Development Fee are uniform for all franchisees and must be paid in a lump sum upon execution of the Franchise Agreement or Development Agreement.

Onboarding Training Fee

The total "Onboarding Training Fee" is $4,800 which we collect in 6 monthly payments of $800. Upon signing your Franchise Agreement, you must pay us your first installment. The Onboarding Training Fee will typically cover a trainer in your market, your initial technology setup, and a marketing starter package. The Onboarding Training Fee is deemed fully earned upon payment and is not refundable under any circumstances. This fee is uniform for all of our franchisees.

ITEM 6.
OTHER FEES

Type of Fee	Amount	Due Date	Remarks
Royalty or Minimum Continuing Fee	The greater of 8% of Gross Sales or a Minimum Continuing Fee equal to: $0 for the first 6 months after delivery of the Installed Vehicle; $500 per month for months 7 to 12 after delivery of the Installed Vehicle; $1,000 per month for months 13 and beyond after delivery of the Installed Vehicle.	Payable monthly via electronic funds transfer on or before the 10th day of the next month.	Gross Sales is defined in the Franchise Agreement and in Note (1) below. Royalty Fee are reduced to 4% for a period of 6 months for franchisees who are veterans of the U.S. armed forces
Brand Fund (Note 2)	Minimum of 1% of Gross Sales per month (Note 2).	Payable monthly via electronic funds transfer on or before the 10th day of the next month.	Franchisor has implemented a Brand Fund as further described in Note 2.
Local Advertising Expenditure (Note 2)	Minimum of $500 per month (see Note 2)	Monthly to advertisers	Each franchise is required to budget and spend for local advertising purposes for no less than $500 per month. We reserve the right to increase this to $1,000 per month. If you do not spend this amount, we reserve the right to require you to pay the outstanding amount to the Brand Fund.
Installed Vehicle Rental	Currently, $0.99 per mile	Upon invoicing.	If your Installed Vehicle becomes disabled for a minimum of seven (7) days, we may rent you an Installed Vehicle, subject to availability and our market limitations. We reserve the right to change the rates at any time.
Onboarding Training Fees	$4,800	Payable in six equal installments of $800	The training and services we provide under this fee typically cover a trainer in your market, your initial technology setup, and a marketing starter package. We reserve the right to change the services and training we offer for the onboarding training.

Type of Fee	Amount	Due Date	Remarks
Technology Fee	Currently $500/month. The Technology Fee will increase by 33% for each additional Installed Vehicle that we permit you to place into service, and for each additional user that you add to our software applications.	Monthly. Payable by the 10th of the month beginning in the month you open your Crushr Business	Currently includes fees related to your maintenance, licensing, access to, and usage of our designated software, (which includes a CRM software application, a software field service application for scheduling and routing customers, Installed Vehicle GPS and camera system, workspace account, our intranet, and our website. We may add, delete, or otherwise modify the products and services that are included in the Technology Fee. We may increase the Technology Fee upon 30 days' written notice.
Cooperative Advertising or Brand Awareness	Currently there are no advertising co- ops. If advertising co-ops are established by us, you may be required to contribute up to 2% of total Gross Sales, as approved by a majority vote of the members of the co-op. (Note 2).	Established by co-op	Not currently assessed. If the Franchisor forms a regional advertising or brand awareness co-op, you must contribute to the co-op. Any amount you must contribute to the co-op will be credited against the required local advertising expenditure.
National Account Fee (Note 3)	Up to 3%, Currently 0%	As incurred	If we manage accounts through a national or regional accounts program, we have the right to assess a fee up to 3% of Gross Sales
Non-Compliance Fee	$500 per month	On Demand	We may assess a fee of $500 per month payable to us for each month in which you are not in compliance with our system specifications or the Franchise Agreement after the first 30 days of non-compliance.
Reimbursement	Amounts we expend on your behalf to cover payments due from you to third parties plus an administrative charge of 10% of such amounts	On Demand	You are obligated to reimburse us for any amounts that you owe to third parties and which we pay on your behalf plus an administrative charge of 10% of such amounts payable to us.
Renewal Fee	Twenty percent (20%) of the then current initial franchise fee	Payable on execution of new Franchise Agreement, no later than 30 days before expiration of initial ten (10) year term or the first renewal term.	This fee is non-refundable. There are two (2) separate renewal terms of five (5) years each.

Type of Fee	Amount	Due Date	Remarks
Additional Training Courses (Optional and Mandatory)	Up to $1,000 per person for additional optional or mandatory training programs	Prior to start of additional training	You will be required to pay us up to $1,000 per person for additional mandatory or optional training courses that we may offer. You will pay all costs incurred in such training (such as travel, room, board, wages, living expenses).
Insurance (Note 4)	Amount of unpaid premiums	Upon demand	Payable only if you fail to maintain required insurance coverage and we elect to obtain coverage for you.
Indemnification (Note 5)	Amount of claims.	As incurred	Payable to us and other indemnified parties.
Audit	All amounts shown to be due, plus the cost of the audit	30 days after audit findings and billing	Payable only if audit shows an understatement of 2% or more of Gross Sales for any period.
Interest (Note 6)	Lesser of highest legal rate and annual rate of eighteen percent (18%)	Continues to accrue until paid	Payable if sums due us are not paid when due.
Installed Vehicle Late Payment Fee	$550 per month if full payment is not made within 30 days of notification that your Installed Vehicle is available to you.	As incurred	You must pay the entire purchase price of your Installed Vehicle within 30 days after we notify you that the Installed Vehicle is available to you, which shall not be less than 90 days from the day you sign your Franchise Agreement. We will impose a monthly late fee equal to $550 if you fail to pay the entire purchase price of your Installed Vehicle within such 30-day period. This Late Payment Fee does not credit towards your Installed Vehicle's purchase price.
Transfer fee	$10,000 plus all brokerage commissions, finder fees and similar charges incurred by us in connection with the transfer of your franchise	On demand, prior to and as a condition of our consent to any proposed transfer	Payable to us as a condition of approval for transfer. No fee for transfer to corporation or entity that you own or control other than our costs to evaluate the proposed transfer.
National Meeting	$500 per franchisee plus your cost of travel, lodging and meals off of the meeting premises	As incurred	You will be obligated to send one person to the annual national meeting of franchisor. We may charge the fee regardless of your actual attendance.
Regional Meeting	$150 per franchise plus your cost of travel, lodging and meals off of the meeting premises	As incurred	You will be obligated to send one person to an annual regional meeting of franchisor

Type of Fee	Amount	Due Date	Remarks
Compaction Certification	$500 per day, plus travel and living expenses.	As incurred	Each additional or replacement driver hired by you must participate in our driver training program. We will provide instructors at a cost of $500 per day, and you are responsible for travel and living expenses of the replacement driver if they participate in Compaction Certification at our headquarters, and for our travel and living expenses if we send personnel to your territory to conduct Compaction Certification training.

Notes:

1. Except as noted, all Continuing Fees are uniform, imposed by and are payable to us. All Continuing Fees are non-refundable. The Continuing Fees equal the greater of 8% of Gross Sales or the Minimum Continuing Fee described in the following Minimum Continuing Fee Schedule:

Period of Months after Delivery of the Installed Vehicle to You	Minimum Continuing Fee
0 to 6 months	$0
6 to 12 months	$500 per month
12 months and thereafter	$1,000 per month

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

If the Franchisee's principal owner is a veteran of the United States armed forces, the Continuing Fees during the first six months of operation shall be reduced to 4% of Gross Sales.

2. The Franchise Agreement requires you to spend a minimum of $500 per month on local advertising, although we may increase the local advertising spending requirement to a minimum of $1,000 per month in our sole and absolute discretion. Franchisor has also established systems that require (a) payment of brand awareness fees to the Franchisor; or (b) formation of and payments to regional advertising or brand awareness co-ops. The required national brand awareness fee payable to us is 1% of Gross Sales per month and the co-op payment shall be determined by the co-op and approved by us, but it shall be a minimum of 2% on Gross Sales per month. Any payment by you to a regional co-op will count against the minimum required local advertising expenditure (but not the payments to the Brand Fund). We have not determined whether or on what basis the Franchisor (including through Company-Owned Outlets) will have any controlling or other voting power in any co-op.

3. National Accounts Fee. We may manage or provide support services to national and/or regional accounts that require centralized overview and support, and for purposes of responding to requests and referrals for services through our franchise system, managing those relationships, answering calls placed to us or a national account on-line access system. In that case, we may charge you a National Accounts Fee ("National Account Fee") of up to 3% of Gross Sales generated by the account. The purpose of this fee is to defray the cost of providing national/regional account management services to the franchise system. We do not plan to charge a fee for simple referrals where we do not directly manage the relationship with the customer, but we reserve the right to do so.

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

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

6. Interest begins from the due date.

ITEM 7.
ESTIMATED INITIAL INVESTMENT

A. YOUR ESTIMATED INITIAL INVESTMENT – SINGLE UNIT

Type of Expenditure	Amount		Method of Payment	When Due	To Whom Payment is to be made
	Low Estimate	High Estimate			
Initial Franchise Fee[1]	$49,500	$49,500	Lump sum	Upon execution of Franchise Agreement	Franchisor
Onboarding Training Fee[2]	$4,800	$4,800	Monthly Installments	6 months immediately following execution of FA	Franchisor
Local Area Advertising Requirement (3 months)[3]	$1,500	$1,500	As incurred	As incurred	Third-party vendors
Rent (3 months)[4]	$300	$1,500	As incurred	Before opening	Lessor
Utility Security Deposits[5]	$0	$500	Lump sum	Before opening	Utility companies
Installed Vehicle[6]	$58,000	$260,000	As arranged	As arranged	Approved vehicle dealer
Installed Vehicle Transportation[7]	$2,500	$6,000	As arranged	As arranged	Common carrier
Technology Fee (3 months)[8]	$1,500	$1,500	As arranged	Upon opening	Franchisor
Computer and Office Equipment and Supplies[9]	$100	$1,000	As arranged	As incurred	Various suppliers

Type of Expenditure	Amount		Method of Payment	When Due	To Whom Payment is to be made
	Low Estimate	High Estimate			
Travel Expense for Initial Training[10]	$1,500	$4,000	As incurred	As incurred	Transportation, hotels, restaurants
Insurance (3 months)[11]	$2,500	$7,500	As arranged	Annually	Insurance company
Professional fees[12]	$2,500	$5,000	As arranged	As incurred	Professional Advisors
Permits and Licenses[13]	$250	$1,000	As incurred	As incurred	Government agencies
Additional Funds (3 months)[14]	$25,000	$35,000	As incurred	As incurred	Approved suppliers, employees
TOTAL[15]	**$157,575**	**$418,189**			

Notes to Item 7 Table A:

1. **Initial Franchise Fee**. The franchise fee is $49,500 for a single protected territory. The franchise fee is further described in Item 5 of this Disclosure Document.

2. **Onboarding Training Fee**. The Onboarding Training Fee is $4,800 but is paid in 6 equal installments of $800. See Item 5.

3. **Local Area Advertising Requirement**. You must spend a minimum of $500 per month in local advertising in the market in which you operate your Crushr Business. This amount is the cost of your Local Area Advertising Requirement for the first three (3) months of operations.

4. **Rent (if applicable)**. You are not required to acquire or lease a dedicated facility to be used solely for your Crushr Business operations. You must, however, obtain or lease storage facilities that is large enough to fit the required vehicle and as necessary to store the Installed Vehicle used in the Crushr Business. The rent estimate contemplates one month's rent plus a lease security deposit of an equal amount and is based on our knowledge of rent expenses in Louisville, Kentucky. Rent expense for a facility from which to operate your Crushr Business will vary, based on location, square footage, age and condition of the structure, lease arrangements and other such factors.

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

6. **Installed Vehicle**. The Installed Vehicle necessary for the operation of the Crushr Business includes the Installed Vehicle affixed to an approved vehicle that can transport the Installed Vehicle on roads and highways to perform mobile compaction services for your customers. The required vehicle is a medium duty, diesel cab and chassis, which you must maintain in good condition, clean, dent-free, and otherwise presenting a professional appearance in accordance with our specifications. Currently, the cost for a vehicle chassis meeting our specifications together with the cost of the Installed Vehicle, including installation onto the required vehicle to our specifications is approximately $247,500. The high end of this estimate includes the total purchase price of the Installed Vehicle which includes, among other items, our cost to acquire the Installed Vehicle, the cost of the required vehicle, the cost to install the Installed Vehicle on the required vehicle to our specifications (including the cost to add signage to the vehicle), and the cost to install ancillary required equipment on the vehicle. The purchase price for the Installed Vehicle

includes our cost to acquire the Installed Vehicle from our manufacturer in Germany through its U.S. distributor, the cost to ship the Installed Vehicle from our manufacturer's plant in Germany to our installation facility near Louisville, Kentucky, and certain financing charges and administrative costs incurred by us in the acquisition and installation of the Installed Vehicle as well as an overhead factor. This estimate does not include costs associated with the transportation of the Installed Vehicle from our facility to you. (See note 6). The low end of this estimate assumes you will acquire financing for the Installed Vehicle through a third-party financing company with a down payment of 20% of the remaining purchase price. We do not provide financing for the Installed Vehicle and the terms and conditions of your financing agreement may differ from the estimates provided here.

The cost of both the Installed Vehicle and the chassis set forth in this FDD is an estimate only. We do not have fixed price contracts for either the Installed Vehicle or the chassis, and the invoice price of each item of equipment to us may increase due to factors outside of our control, including the price of steel and other material costs, labor costs, energy prices and utility costs. In addition, as noted above, the Installed Vehicles are manufactured in Germany, and thus our cost of acquiring the Installed Vehicles may increase due to fluctuations in the exchange rate between the U.S. Dollar and the Euro as well as shipping costs between Germany and the United States and between the port of entry and our installation facility in Charlestown, Indiana. We reserve the right to add any additional costs incurred by us in sourcing the Installed Vehicle and the chassis for your Installed Vehicle to the final invoice price of the Installed Vehicle to you.

Your Installed Vehicle must be outfitted with approved signage or graphics advertising your Crushr Business. We estimate the signage for your Installed Vehicle will range from $500 to $1,000, which is included in the installation cost estimate. Additional signage costs may be incurred should you acquire or lease a dedicated facility to be used solely for your Crushr Business operations and should you request, and we approve, signage for the facility.

If you purchase the Installed Vehicle, our approved vehicle dealer will submit one invoice to you in the amount of approximately $247,500 plus applicable sales taxes, and we will separately invoice our approved vehicle dealer for the cost of the Installed Vehicle and ancillary required equipment.

If you have achieved capacity limitations within your protected territory as a result of achieving a high level of sales volume and/or number of customers within your protected territory, you may purchase an additional Installed Vehicle to be used within your protected territory without having to purchase an additional franchise, subject to our approval.

7. **Installed Vehicle Transportation**. This is the estimate for the costs of U.S. domestic transportation of the Installed Vehicle to you from our facility in Louisville, Kentucky to the lower contiguous 48 states. Costs may vary depending upon the distance of delivery, third-party shipping fees, and fuel surcharges. This range of costs assumes that you or your employee are not personally driving your Installed Vehicle from our facility to your business location.

8. **Technology Fee (3 months).** The Technology Fee currently includes fees related to your maintenance, licensing, access to, and usage of our designated software, (which includes a CRM software application, a software field service application for scheduling and routing customers, Installed Vehicle GPS and camera system, workspace account, our intranet, and our website. We may add, delete, or otherwise modify the products and services that are included in the Technology Fee. We may increase the Technology Fee upon 30 days' written notice. Your monthly Technology Fee will increase by 33% for each additional Installed Vehicle that you purchase or user that you add to our software applications.

9. **Computer and Office Equipment and Supplies**. *See Item 8 for information* regarding required computer equipment and software. We initially require you to have at least a mobile device, such as a tablet or smartphone, with internet access. We do not currently specify specific mobile devices, tablets, hardware or an Internet supplier, but we may do so in the future. However, you must have Microsoft Word, an approved email and/or text messaging function, mobile credit card processing capabilities and

an approved basic accounting and invoicing program. Your devices must be in good repair, with sufficient memory to carry out ordinary business functions, as provided in the Operations Manual. We will not have independent access to your devices, but we reserve the right to require such access in the future to conduct periodic audits of any accounting records contained in such hardware. We may require that your devices include GPS-tracking capabilities.

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

11. **Insurance.** You must purchase and maintain insurance in the types and amounts described in the Franchise Agreement or Operations Manual. This estimate covers three months' premiums for insurance we require you to carry. Your cost of insurance may vary depending on the insurer, the location of your Franchised Business, your claims history, and other factors. You must provide certificates of insurance evidencing coverage to us on an ongoing basis.

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

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

14. **Additional Funds (3 months).** You will need additional capital to support ongoing expenses during the initial three (3) months after you open your Crushr Business. This estimate includes items such as payroll, royalty, additional advertising/marketing activities, repairs and maintenance, bank charges, miscellaneous supplies and equipment, and other miscellaneous items. This range does not include any draw or salary for you. These figures are estimate and we cannot guarantee that you will not have additional expenses in the first three months your are operating your Crushr Business. In calculating this estimate we relied upon the experience in opening and operating the Company-Owned Outlet and the experience of our franchisees in opening and operating their Crushr Businesses.

15. **Total.** Except as expressly indicated otherwise, these estimates cover your initial cash investment up to the opening of your Crushr Business. They do not provide for your cash needs to cover any financing incurred by you or your other expenses. You should not plan to draw income from the operation during the start-up and development stages of your business, the actual duration of which will vary materially from franchisee to franchisee and cannot be predicted by us for your Crushr Business (and which may extend for longer than the three month “initial phase” described in Note 14). You must have additional sums available, whether in cash or through a bank line of credit, or you must have other assets which you may liquidate or against which you may borrow, to cover other expenses and any operating losses you may sustain, whether during your start-up and development stage, or beyond. The amount of necessary reserves will vary greatly from franchisee to franchisee and will depend upon many factors, including the rate of growth and success of your business, which in turn will depend upon factors such as the demographics and economic conditions in the area in which your Crushr Business is located, the presence of other similar services or other public awareness of our business and trademarks within the general vicinity of your proposed Crushr Business, your ability to operate efficiently and in conformance with our recommended methods of doing business, and competition. We urge you to retain the services of an experienced accountant or financial advisor to develop a business plan and financial projections for your particular operation.

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

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

B. YOUR ESTIMATED INITIAL INVESTMENT – MULTIPLE CRUSHR BUSINESSES UNDER DEVELOPMENT AGREEMENT[1]

Type of Expenditure	Amount		Method of Payment	When Due	To Whom Payment Is to be Made
	2 Units	5 Units			
Development Fee[2]	$89,500	$184,500	Lump Sum	Upon signing Development Agreement	Franchisor
Initial Investment to Open Initial Franchise[3]	$108,075	$368,689	See Charts 7(A) above in this Item		
TOTAL[4]	**$197,575**	$553,189			

Explanatory Notes to Chart 7(B) Above:

1. **Generally**. All fees and payments are non-refundable, unless otherwise stated or permitted by the payee. This Chart details the estimated initial investment associated with executing a Development Agreement for the right to own and operate between two and five Crushr Businesses, as well as the initial investment to open your first Crushr Business under your Development Schedule. The chart does NOT include estimates for the purchase of additional Installed Vehicles for any Crushr Business other than the initial Crushr Business in your Development Schedule.

2. **Development Fee**. The Development Fee is non-refundable. The Development Fee is described in greater detail in Item 5 of this Disclosure Document, and the Development Fee provided as an example in this Chart 7(B.) is for the right to open and operate a total of between two and five Crushr Businesses (provided you comply with your development obligations under the Development Agreement).

3. **Estimated Initial Investment to Open One (1) Crushr Business**. This figure represents the total estimated initial investment range required to open the initial Crushr Business you agree to open and operate under the Development Agreement. The range includes all the items outlined in Chart 7.A. of this Item, except for the initial Franchise Fee (because you are not required to pay any Initial Franchise Fee for those Crusher Businesses you open under the Development Agreement). You will be required to enter into our then-current form of franchise agreement for the initial Crushr Business at the same time you execute your Development Agreement, which may contain materially different terms than the Franchise Agreement attached as an exhibit to this Disclosure Document.

4. **Total.** This is the Development Fee plus the estimated initial investment to open and commence operating your initial Crushr Business within your Development Area. This range does not include any of the costs you will incur in opening any additional Crushr Businesses that you are granted the right to open and operate under your Development Agreement.

ITEM 8.
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Required and approved purchases and suppliers

You must purchase your Installed Vehicle through our designated supplier, and we will not approve any alternative supplier for the Installed Vehicle. Certain other equipment and supplies must meet the specifications (brand, model and/or performance specifications) in the Operations Manual, including the vehicle, mobile devices equipment and business and accounting software used in your Crushr Business. These specifications include standards for delivery, performance, design, reliability, and appearance. Our specifications are formulated by us and may be modified periodically in our sole and absolute discretion.

The typical length of time between the date you sign a Franchise Agreement and the delivery of the Installed Vehicle to you ranges between 120 and 180 days. The actual length of time will depend upon a number of factors, including the manufacturer’s production schedule, delays in shipping the Installed Vehicle from Germany to a U.S. port of entry, customs delays at the U.S. port of entry, delays in shipping the Installed Vehicle from the U.S. port of entry to our installation facility near Louisville, Kentucky, the availability of the required vehicle onto which the Installed Vehicles will be installed, your ability to arrange financing for the Installed Vehicle, to hire employees, to schedule training on the Installed Vehicle and to take delivery of and to ship the Installed Vehicle to your Protected Territory, as well as the number of franchises previously sold by us and our ability to deliver Installed Vehicles to them prior to the delivery of the Installed Vehicle to you.

If you have entered into a Development Agreement with us, you must execute our then current form of franchise agreement for each Crushr Business within a reasonable time after we notify you that an Installed Vehicle is available for shipment, but before you are able to pick up the Installed Vehicle, for the particular Crushr Business in your Development Schedule.

You must begin the financing process for your Installed Vehicle within 10 days after we notify you that the Installed Vehicle is available to you. We will impose a monthly late fee equal to $550 per month of the purchase price of the Installed Vehicle if you fail to pay the entire purchase price of your Installed Vehicle within 90 days from receiving notice.

You must use your Installed Vehicle in strict accordance with the Franchise Agreement and the Operations Manual. Among other restrictions, you may use the Installed Vehicle solely for your Crushr Business and for no other purpose.

The cost of equipment and supplies purchased or licensed in accordance with our specifications will represent about 70% to 75% of your total purchases in establishing the Franchised Business and about 70% to 75% of your total purchases for the operation of the Business. The purchases and leases of goods and services from designated or approved suppliers are about 70% to 75% of your initial expenditures in the establishment and ongoing operation of your Crushr Business.

We provide logistics, administrative and manufacturing support related to your purchase of the Installed Vehicle from our designated supplier. Other than this support, we do not provide any material benefits to you based on your purchase or license of particular products or services or the use of particular suppliers.

Alternate Suppliers

If we require that an item be purchased from an approved supplier, and you wish to purchase it from a supplier that we have not approved, you must submit a written request to us for approval. It is likely such request will be rejected. Subject to our prior written approval in our sole and absolute discretion, you may contract with alternative suppliers; however, you must not purchase or lease the item until and unless we have approved the item and/or supplier in writing. Nothing requires us to approve any particular supplier. We will provide you a notice of approval or disapproval of your supplier request within 60 days of your initial request. If we do not provide you with a notice of approval or disapproval within that time period, the request will be deemed disapproved. We do not issue our specifications and standards to franchisees. Currently, we have not established fees or specific procedures to seek approval to purchase from an alternative supplier. We will judge the product or service of alternative suppliers on a case-by-case basis, based on, among other factors, quality and compatibility with our Crushr System and standards. We may revoke the approval of a supplier that fails to continue to meet standards that are at least as equivalent to the standards of our approved suppliers.

Ownership Interests In, and Revenues from, Suppliers

We and our affiliates are not an approved supplier for any product or service you are required to purchase or lease and none of our owners or officers have any ownership interests in any required supplier. We or our affiliates may receive revenues or profits or other material consideration from the purchases you make from us, our affiliates, or from other approved suppliers. We will earn revenue from your purchase of the Installed Vehicle, and other items that we may specify from time to time. We or our affiliates may retain any rebates or other payments we receive from suppliers. As of the issuance date of this Disclosure Document, we have entered into an agreement with the approved supplier of the Installed Vehicles in which we will receive 15-20% of the purchase price of each Installed Vehicle that you purchase. We provide logistics, administrative, and manufacturing support related to your purchase of the Installed Vehicle, and we do not charge you a separate fee for such support. In the 2023 fiscal year, we received $4,386,914 in gross revenue from franchisee required equipment purchases, which represents 57.6% of our total revenue of $7,605,237.

Cooperatives

There currently are no purchasing or distribution cooperatives for the Crushr System. In the future, we may negotiate volume purchase agreements with suppliers for the purchase of goods and equipment needed to operate a Crushr Business.

Advertising

You may not use any advertising material for local advertising unless we have expressly approved it in writing before publication or distribution in any media, print, or electronic form, and it must comply with our requirements concerning format, content, trademark usage and media.

Records

All of your bookkeeping and accounting records, financial statements, and all reports you submit to us must conform to our requirements, including the software used to produce such records and reports.

Computer Equipment

All hardware (mobile devices – smartphone and/or tablet) and software for the operation of the Crushr Business must meet our specifications, which may include approved brands, models and/or performance specifications. We may establish sales reporting requirements that we consider appropriate for the accurate and expeditious reporting of gross sales. You must fully cooperate with us in implementing any such system and, at your expense, procure and utilize such sales recording devices as we may require, which may include sales recording software or devices that will telecommunicate gross sales directly to us on a daily basis.

Insurance

Your Franchise Agreement requires you to purchase and maintain in force certain types of insurance as designated in the Operations Manual or as otherwise designated by us. The required insurance includes employer's liability and workers' compensation insurance as prescribed by applicable law and comprehensive general liability insurance, including motor vehicle and products liability coverage. The Franchisor must be named as an additional insured on all such insurance, and the insurance carrier must notify us of any lapse or possible lapse of the coverage. You must provide certificates of insurance evidencing coverage to us on an ongoing basis. The coverage types are limits we currently require are:

Property Coverage: "All Risk" coverage, insuring 100% replacement value of your Crushr vehicle.
Commercial Liability Coverage: $1,000,000 each occurrence, $100,000 damage to rented premises, $5,000 medical expense (any one person), $1,000,000 personal & adv injury, $2,000,000 general aggregate $2,000,000 products.
Automobile Liability: $1,000,000 combined single limit.
Workers Compensation: Statutory minimums which vary by state. Check with your insurance agent for specific requirements.
Umbrella Coverage: Commercial umbrella excess liability insurance with a limit of $1,000,000 excess of the underlying general liability and automobile liability coverages.
Named Additional Insured Requirement: Your policy must be endorsed to include Smash Brothers, LLC and its officers and employees as additional insured of the business liability and vehicle liability. Policies must be written so that Smash Brothers, LLC is not liable for any unpaid premiums or other charges under the policies.
Additional Clause Requirements: The insurance company must contain the clause requiring the insurer to notify Smash Brothers, LLC 30 days in advance of any reduction, termination, or expiration of any insurance coverage.

Site and Vehicle Criteria

We must review and approve any proposed site for the storage of your Installed Vehicle as more particularly described in Item 11 below. The vehicle chassis onto which your Installed Vehicle is installed must meet our specifications. The Installed Vehicle will be required to pass safety, roadworthiness and performance, appearance and other inspections on a least an annual basis. The Installed Vehicle and all other equipment used in the operation of the franchise must be maintained in acceptable condition as required by the Operations Manual and the Franchise Agreement.

ITEM 9.
FRANCHISEE'S OBLIGATIONS

This table lists your principal obligations under the franchise agreement (FA) and development agreement (DA) 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
a. Site selection and acquisition/lease	FA Section 1 DA Section 4	Item 11
b. Pre-opening purchases/leases	FA Section 1.6, 7.2	Item 8
c. Site development and other pre-opening requirements	FA Section 7 DA Section 4.	Items 6, 7 and 11

Obligation	Section in Agreement	Disclosure Document Item
d. Initial and ongoing training	FA Sections 4, 7.4, 12	Items 6 and 11
e. Opening	FA Section 7.3 DA Section 3.1, 4	Item 11
f. Fees	FA Section 5 DA Section 2	Items 5 and 6
g. Compliance with standards and policies/ Operations Manual	FA Sections 1.3, 7.1, 7.2.2, 7.5, 7.12, 8	Items 8 and 11
h. Trademarks and proprietary information	FA Section 6 DA Section 8	Items 13 and 14
i. Restrictions on products/ services offered	FA Section 7.2	Items 8 and 16
j. Warranty and customer service requirements	FA Sections 7.8, 18	Item 11
k. Territorial development and sales quotas	FA Section 2 DA Section 3, 4	Item 12
l. Ongoing product/service purchases	FA Section 7.10	Item 8
m. Maintenance, appearance and	FA Section 7.1, 7.2.1	Item 11
n. Insurance	FA Section 15	Items 6 and 8
o. Advertising	FA Sections 7.6, 7.7, 9	Items 6, 8 and 11
p. Indemnification	FA Section 17 DA Section 8	Item 6
q. Owner's participation/ management/staffing	FA Sections 7.4, 7.13	Items 11 and 15
r. Records/reports	FA Section 10	Item 16
s. Inspections/audits	FA Section 7.9	Items 6 and 11
t. Transfer	FA Sections 11, 12 DA Section 7	Item 17
u. Renewal	FA Section 3	Item 17
v. Post-termination obligations	FA Section 11, 14 DA Section 8	Item 17
w. Non-competition covenants	FA Section 11 DA Section 8	Item 17
x. Dispute resolution	FA Section 21 DA Section 8	Item 17
y. Other: Guarantee of franchisee obligations	FA Section 12.4.1.4, 24.1.8, & Ex. B DA Appendix B	Item 15

ITEM 10.
FINANCING

We do not offer direct or indirect financing. We do not guarantee your note, lease, or obligation.

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

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

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

1. We will conduct an initial training program as described below. You are responsible for hiring and training employees for your Crushr Business, but we may provide assistance with this training, or materials to be used in training employees may be provided in our Operations Manual. (Franchise Agreement – 4.2)

2. We will loan to you one copy of the Operations Manual to use during the term of the Franchise Agreement. You may not reproduce the Operations Manual without our prior express written consent. The Operations Manual contains our standard operational procedures, policies, rules and regulations with which you must comply, as well as specifications for equipment, signage, inventory and supplies for your Crushr Business. (Franchise Agreement – 4.2)

3. We must review and approve any proposed site for the storage of your Installed Vehicle. We may conduct our review virtually or require you to submit photographic or video verification of the site you intend to use to store your Installed Vehicle. You shall provide written notice of the proposed storage site for the Installed Vehicle to us and, within 10 days thereafter, we will provide written notice to you if the proposed storage site is acceptable to us. Factors we consider in approving a site include: its location within your Protected Territory, ease of ingress and egress for your Installed Vehicle, storage facilities at the site for the protection and storage of your Installed Vehicle, and other factors we deem relevant in our discretion. We will not unreasonably withhold our approval of your proposed site but if you do not submit a site that meets our reasonable requirements, we may terminate the Franchise Agreement. We shall have the right but not the obligation to inspect in person the proposed storage site. The foregoing process shall be repeated each time you desire to change the storage site for the Installed Vehicle. We shall reasonably accommodate your ability to open your business location within 180 days following the date you sign the Franchise Agreement. We will endeavor to provide the Installed Vehicle to you within 180 days after the signing of the Franchise Agreement, but we do not manufacture or distribute the Installed Vehicle or the required vehicle and thus we cannot and do not guarantee that the Installed Vehicle will be provided to you within the foregoing 180- day period. We do not provide assistance with conforming the site to local ordinances and building codes, obtaining any required permits, and/or constructing, remodeling or decorating the site. We do not generally own the premises to be used as the site. (Franchise Agreement – 1.6)

4. We will provide in the Operations Manual a list of approved suppliers for equipment, signs, fixtures, opening inventory and supplies. It is your responsibility to procure these items from the list we provide to you. (Franchise Agreement 8.)

5. Pricing **-** If we determine that we may lawfully require you to charge certain prices for goods or services, certain minimum prices for goods or services, or certain maximum prices for goods or services, you must adhere to our pricing policies as set forth in the Manuals or otherwise in writing from time to time. We currently require you to charge rates equal to or in excess of a minimum pricing schedule, which we will provide and may revise from time to time.

6. Post-Opening Obligations. We have the following obligations to you during the operation of your business:

We will furnish such additional assistance and advice concerning your performance under the Franchise Agreement and the operation of your Crushr Business as we determine to be necessary in our sole and absolute discretion. In our sole and absolute discretion, we may send a representative to your Crushr Business to discuss the operation of your Crushr Business. (Franchise Agreement – 4.2)

Local Advertising

You must spend a minimum of $500 per month on local advertising. We reserve the right to increase this amount to $1,000 per month in our sole and absolute discretion. We may provide advertising materials to you that are created by our in-house marketing teams, or national and regional advertising agencies. (Franchise Agreement – 9.1.3)

You must receive written approval from us before you may use any advertising material. (Franchise Agreement – 9.1.5)

Cooperative Advertising

As of the date of this Disclosure Document, we have not established any local or regional advertising or brand awareness cooperatives ("Coop"). Because we have not established a Coop, we do not provide governing documents but may do so in the future if a Coop is formed. We or an affiliate will be responsible for the administration of the Coop. Any Crushr Businesses owned by us or our affiliates will not be required to contribute to any Coop at the same rate as franchisees, but they may elect to do so. If we do so in the future, you must participate in any cooperative advertising or brand awareness program for the region in which your Crushr Business is located. We may change, dissolve, or merge Coops in our sole discretion. You must contribute to the Coop up to 2% of your Gross Sales, as determined by the members of the Coop. Any amount contributed to the Coop will be credited against the minimum amount which you must spend on local advertising, as described above. There is no advertising council at the present time. (Franchise Agreement – 9.1.6)

Brand Fund

Franchisor has established and administered a brand awareness fund (the "Brand Fund") to promote and enhance the image, identify or patronage of Crushr System. We require you to contribute up to 1% of your Gross Sales to the Brand Fund in addition to the amounts required for local/co-op advertising as noted above. The Brand Fund established by us is operated under the following parameters. All franchisees will generally be required to contribute to the Brand Fund at the same rate, and Company-Owned Outlets are not required to contribute to the Brand Fund. The sums you and other franchisees contribute to the Brand Fund are deposited in our general operating account and segregated administratively on our books, but the funds are commingled with our general operating revenues. If we spend less than the total of all contributions to the Brand Fund during any fiscal year, we may accumulate such sums for use in later years. In our prior fiscal year ending December 31, 2023, we collected $107,659.93 in contributions to the Brand Fund from our franchisees. All of these funds were used in the 2023 fiscal year and were allocated as follows: 83% on digital marketing (social media, Google ads, GMB, SEO, Meta Tags), 3% on tools to support content development for the Crushr brand, and 14% on creative branded material design, layout, and production. In our prior fiscal year, 0% of Brand Fund contributions were used exclusively for the solicitation of new franchise sales, though some of our marketing materials do include notices that franchise opportunities are available.

At your request, we will furnish to you within 120 days after the end of each of our fiscal years, an unaudited report certified as correct by one of our officers showing the Brand Fund balance at the beginning of the year, the total amount contributed by franchisees and allocated by us on behalf of our company-owned businesses, and the amount actually spent for the year, and the remaining balance or deficit in the Brand Fund at the end of the fiscal year. (Franchise Agreement – 9.1.1)

We intend to spend an amount equal to the Brand Fund revenue received or allocated by us for national, regional or local advertising, public relations and promotional campaigns, typically in media such as direct mail advertising, newspapers, radio, and cable and local television. These campaigns will be produced by a combination or our in-house marketing teams, as well as national and regional advertising agencies. A reasonable portion of this sum may also be spent for other items including conducting marketing studies; and the production and purchase of advertising art, commercials, musical jingles, print advertisements, point of sale materials, media advertising, outdoor advertising art, and direct mail pamphlets and literature, and may also be allocated to reimburse us or our affiliates for internal expenses of operating an advertising department and administration of our advertising program. We determine, in our discretion, all matters relating to such advertising, public relations and promotional campaigns and we are not required to allocate or expend brand fund contributions for the benefit any particular franchisee or group of franchisees on a pro-rata or proportional basis. We are not required to spend any amounts on advertising in your Protected Territory. In our most recent fiscal year, no Brand Fund money was disbursed. No Brand Fund contributions are used solely for advertising to solicit new franchisees, however we the Crushr website, public relations activities, community involvement activities, and other activities supported by the Brand Fund may contain information about franchising opportunities. (Franchise Agreement – 9.1.1)

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

Promotional Campaigns

We may periodically conduct promotional campaigns on a national or regional basis to promote mobile compaction services or marketing themes. You must participate in all promotional campaigns, which we may establish for the region in which your Crushr Business is located. (Franchise Agreement – 9.1.4)

Time Before Opening

We estimate that the length of time between signing a Franchise Agreement and the opening of your Crushr Business will be approximately 120 to 180 days. The factors that may affect this period include your ability to complete training on the Installed Vehicle, your ability to obtain any needed permits or licenses and the period of time needed to order and receive your Installed Vehicle, which will take at least 90 days from order to delivery and can take up to several months. We will endeavor to provide the Installed Vehicle to you within 120 to 180 days after the signing of the Franchise Agreement, but we do not manufacture or distribute the Installed Vehicle or the required vehicle into which the Installed Vehicle is installed, and thus we cannot and do not guarantee that the Installed Vehicle will be provided to you within the foregoing 120 to 180-day period. Our ability to provide the Installed Vehicle to you will also depend upon the number of franchises previously sold by us and our ability to provide Installed Vehicles to them prior to the delivery of the Installed Vehicle to you. We reserve the right to terminate the Franchise Agreement if you have not opened your Crushr Business within 210 days if in our sole discretion your delay is not caused by factors outside of your control. (Franchise Agreement – 7.3)

Training

At all times during the term of your Franchise Agreement, at least one management employee at your Crushr Business must have attended and completed our full-time training course to our satisfaction, at our offices in Louisville, Kentucky, or at some other location we may designate, or through a virtual environment. Training programs are offered periodically as needed to meet the demands of new franchisees. Your designated representative and management personnel must be approved by us in writing before participating in our training course. There is no tuition fee for attendance by you or your manager or designated representative (up to two attendees) to attend this training course, but all expenses that you and your personnel incur while attending or obtaining the training course will be borne entirely by you. We may charge our then-current training fees for any additional personnel attending the training course, or for any attendees who fail to complete the training course to our satisfaction and must repeat the training. (Franchise Agreement – 4.2)

We may periodically offer additional training programs to you, your manager and designated representative, covering such subjects as new products or procedures, marketing, bookkeeping, accounting and general operating procedures and the establishment, development, and improvement of computer systems. Attendance by you or your manager or designated representative may be mandatory or optional, in our discretion. We reserve the right to charge up to $2,000 per person for additional mandatory or optional training courses. All expenses that you and your personnel incur while attending or obtaining all training will be borne entirely by you. (Franchise Agreement – 4.2)

Our training programs are led by our Training Coordinator, Shawn Spayd. Mr. Spayd has been employed by us for five years as an Installed Vehicle driver, and as our Training Coordinator for five years. We may also provide other experienced training staff, with at least on or more years of experience with us, or in a similar industry as part of our training programs. All training is scheduled by us throughout the year on an as-needed basis to reasonably accommodate franchisees.

Instruction materials include our Operations Manual, digital training materials, and related workbooks. New operators, managers and drivers must be approved by us and complete a one-week (40 hours) training program before assuming active duty at your Crushr Business.

TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On The Job Training	Location
Installed Vehicle / Non-CDL Truck Safety Program*	2.5	0	Online Courses provided by Franchisor
Installed Vehicle Operations[1]	0	40	Louisville, Kentucky, or another location designated by Franchisor
Franchise Operations Training	10	0	Via scheduled calls and online video tutorials provided by Franchisor And approved and current vendors partners
Field Sales Training	0	16	In Franchise's Market / Protected Territory
TOTAL HOURS	**12.5**	**56**	

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

Notes:

Our Installed Vehicle Operations training focuses on teaching you and your drivers how to safely drive and operate, maintain, and store the Installed Vehicle. Each additional or replacement driver hired by you must participate in our driver training program. We will provide instructors at a cost of $500 per day, and you are responsible for travel and living expenses of the replacement driver if they participate in Compaction Certification at our headquarters, and for our travel and living expenses if we send personnel to your territory to conduct Compaction Certification training.

Computer Equipment

We require that you have access to mobile communications equipment that meet the following functionalities: mobile phone/tablet with internet access, text messaging and remote email capability, mobile credit card processing equipment, high-speed communications access, such as broadband or other high-speed capacity, a functioning e-mail address for your Crushr Business, software/applications for basic business accounting and bookkeeping, including employee timekeeping, sales recording, invoicing and reporting and software for word processing and, as and when required by the Franchisor, GPS locator applications. So long as your computer and mobile communications devices and systems meet these functionalities, you may purchase them from any source. We do not currently, but may in the future, require specified brands or suppliers of communications devices, hardware and software. If you do not already own computer equipment which meets our minimum criteria, we estimate the cost to acquire the computer equipment will be between $100 and $1,000. You must upgrade the computer agreement to meet our then-current standards as set forth in the Operations Manual. We will have independent access to all information and financial data recorded by your computer for audit and sales verification purposes. We do not require you to enter into any maintenance contract for the upkeep of the computer system but if you do so, we estimate the costs will be $50 to $250 per year. (Franchise Agreement – 7.10)

Operations Manual

Attached as Exhibit E is a copy of the table of contents of our current Operations Manuals, which indicates the number of pages devoted to each topic and the total number of pages in the Operations Manual. Currently our Operations Manual consists of 119 pages.

Web Site

We have established and intend to maintain an Internet website at www.dumpstercrushr.com that provides information about the Crushr System (the "Crushr Website"). We may (but are not required to) include at the Crushr Website an interior page containing information about your Crushr Business. If we include your information on the Crushr Website, we have the right to require you to prepare all or a portion of the page, at your expense, using a template that we provide. All information is subject to our approval before posting. We will have sole discretion and control over the Crushr Website's design and contents. You consent to the posting of information about your Crushr Business on the Crushr Website.

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

You will not be allowed to establish or operate any other website for your Crushr Business or establish or participate in any Crushr System related blog or other discussion forum, and any violation of this restriction will constitute grounds for termination of each Franchise Agreement entered into between us. However, in the event we no longer maintain an Internet website at www.dumpstercrushr.com or another related domain, you may be allowed to establish or operate any other website for your Crushr Business or establish or participate in any Crushr System related blog or other discussion forum with our advance written consent.

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

ITEM 12.
TERRITORY

Franchise Agreement

You will receive a protected territory ("Protected Territory" or "Territory") with a minimum of 2,500 potential qualified businesses based upon our data and industry experience ("Qualified Businesses"). Because the market for our services is primarily Qualified Businesses, we do not use population or household counts to determine your Protected Territory, but such data may factor into our determination of Protected Territory size and layout. The size and layout of your Protected Territory may vary depending on a variety of factors, including the number of Qualified Businesses in the Protected Territory, the population count, the aggregate driving distances between Qualified Businesses in your Protected Territory, and other factors that are unique to you and/or your Protected Territory. The size of your Protected Territory may be adjusted by us to account for boundary streets, highways, counties, geographic barriers, and zip codes and will be specified in your Franchise Agreement. "Protected" means that we will neither operate, nor award to another person a franchise to operate, another Crushr Business in your Protected Territory, nor will we service, or authorize others to service, customers in your Protected Territory. You may face competition from competitors of the Franchisor. Your franchise will be for the specific territory that we provide in your franchise agreement, but the site for storage of your Installed Vehicle will be at a location subject to our approval. Unless specifically authorized by us, you will not receive an option, right of first refusal or similar rights to acquire franchises within territories contiguous to your Protected Territory.

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

Relocation of the Franchise

You may relocate the approved site for storage of your Installed Vehicle upon notice to us and with our approval. We will not unreasonably withhold our consent for you to relocate your approved site but in granting such approval we will consider the following factors: (i) whether or not the proposed site is located within your Protected Territory, (ii) whether or not the proposed relocation site meets our then-current standards for vehicle storage sites as set forth in the Operations Manual; and (iii) any other factors we determine as relevant in our reasonable business judgment. We are under no obligation to permit you to relocate or otherwise modify your Protected Territory. If you desire to relocate or modify your Protected Territory you may only do so with our written consent, which we may withhold in our sole discretion.

Development Agreement

If you are granted the right to open multiple Crushr Businesses under our form of Development Agreement, then we will provide you with a Development Area upon execution of the Development Agreement. The size of your Development Area will substantially vary from other developers based on: (i) the number of Crushr Businesses we grant you the right to open and operate; and (ii) the location and demographics of the general area where we mutually agree you will be opening these locations. The boundaries of your Development Area may be described in terms of zip codes, streets, landmarks (both natural and man-made) or county lines, or otherwise delineated on a map that we may attach to Exhibit A to your Development Agreement.

Each Crushr Business you timely open and commence operating under our then-current form of franchise agreement will be operated: (i) from a distinct Premises located within the Development Area; and (ii) within its own Protected Territory that we will define once the site for that Crushr Business has been approved. We will approve Protected Territories for additional Crushr Businesses developed under your Development Agreement using our then-current territory criteria.

We will not own or operate, or license a third party the right to own or operate, a Crushr Business utilizing the Marks and System within the Development Area until the earlier of: (i) the date we define the Protected Territory of the final Crushr Business you were granted the right to operate under the

Development Agreement; or (ii) the expiration or termination of the Development Agreement for any reason. Your Development Area will be exclusive during this time period.

Upon the occurrence of any one of the events described in the preceding paragraph, your territorial rights within the Development Area will be terminated, except that each Crushr Business that you have opened and are continuously operating as of the date of such occurrence will continue to enjoy the territorial rights within their respective Protected Territories that were granted under the franchise agreement(s) you entered into for those Crushr Businesses.

You must comply with your development obligations under the Development Agreement, including your Development Schedule, in order to maintain your exclusive rights within the Development Area. If you do not comply with your Development Schedule, we may, in our sole discretion, terminate your Development Agreement and any further development rights you have under the Development Agreement. Otherwise, we will not modify the size of your Development Area except by mutual written agreement signed by both parties.

National Accounts

We have the exclusive right to negotiate and enter into agreements or approve forms of agreement to provide services to "National Account Customers". The term National Account Customers includes any customer which on its own behalf or through agents, licensees, or other third parties owns, manages, controls or otherwise has responsibility for a business in more than one (1) location, for the benefit of the System, and regardless of the aggregate contract amount of the services to be performed. Any dispute as to whether a particular customer is a National Account Customer shall be determined by us in our sole discretion and our determination shall be final and binding. Following the execution of a contract with or the acceptance of a bid by a National Account Customer which contemplates the provision of services to one (1) or more National Account Customers who are located in your Territory, we may, if you are qualified to perform the services and conditioned upon your substantial compliance with the terms of the Franchise Agreement and any other applicable agreements, provide you the opportunity to perform such services pursuant to the terms and conditions of the National Account contract or on such terms and conditions as we, at our sole discretion, determine are appropriate. You agree to provide services to all National Account Customer referrals within your Territory. You further agree to provide all services in strict adherence to our performance and process standards and all service guidelines and performance standards of the National Account Customer. You may be required to enter into a service agreement to participate in certain National Account programs.

If you are not able or not willing to provide services to a National Account customer in conformity with the terms and conditions of the National Account contract, or fail to make an election within the time we specify after being offered the opportunity, we have the right, exercisable in our sole discretion, to (i) provide, directly or through any affiliate or other franchisee or franchisor operated location, services to the National Account Customer; and/or (ii) contract with another party to provide such services to the National Account Customer. In either event, neither you nor the Crushr Business shall be entitled to any proceeds from the provision of services provided to the customer of a National Account Customer.

We may manage or provide support services to national and/or regional accounts that require centralized overview and support, and for purposes of responding to requests and referrals for services through our franchise system, managing those relationships, answering calls placed to us or a national account on-line access system. In that case, we may charge you a National Accounts Fee of up to three percent (3%) of Gross Sales generated by the account. The purpose of this fee is to defray the cost of providing national/regional account management services to the franchise system. We do not plan to charge a fee for simple referrals where we do not directly manage the relationship with the customer, but we reserve the right to do so.

Rights We Retain

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

(a) solicit customers for you as well as advertise and promote sales of Crushr Businesses anywhere, including within the Protected Territory;

(b) anywhere offer and sell (or authorize others to offer and sell) services other than related to the Crushr Business under any names and marks other than the Marks;

(c) serve (or authorize other franchisees to serve) customers in the Protected Territory if you are in default, or if you are incapable of meeting customer demand in the Territory (in Franchisor's reasonable opinion), after notice of the same has been delivered to Franchisee in writing and Franchisee has been given a reasonable opportunity to correct defaults and to serve such customers;

(d) serve (or authorize other franchisees to serve) a particular customer in the Territory if you fail to properly serve such customer, or if we reasonably believes that you will not properly serve such customer after notice of the same has been delivered to you in writing and you have been given a reasonable opportunity to serve such customers;

(e) distribute or license the manufacture or distribution of goods and products, regardless of whether or not such products are authorized for offer and sale through the Franchised Business, within the Protected Territory, under other trademarks licensed by us or otherwise held by us, or through any means of distribution (e.g., direct mail, retail outlets, Internet, other alternate channels of distribution) not otherwise prohibited by the Franchise Agreement;

(f) establish and operate and grant to others the right to establish and operate, a Crushr Business anywhere outside of the Territory, regardless of proximity to the Territory or to your Crushr Business.

(g) purchase, merge, acquire (or be acquired by), affiliate with, or engage in any transaction with other businesses (whether competitive or not) having one or more locations, wherever located, including, but not limited to, transactions or arrangements involving competing outlets and/or brand conversions (to or from the CRUSHR® brand and system);

(h) engage in any other activity, action or undertaking that we are not expressly prohibited from taking under the Franchise Agreement;

(i) develop, operate and franchise similar or dissimilar systems under trademarks, service marks, and commercial symbols other than the Marks, without offering them to you;

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

If you have achieved a volume of incoming services requests which make it impossible or impractical for you to provide requested services to customers in your Protected Territory in a timely and efficient manner, we may permit you to purchase an additional Installed Vehicle for use within your Protected Territory. If you request our permission to operate additional Installed Vehicles in your Protected Territory we will not unreasonably withhold our consent though we may consider the following factors in determining whether or not to permit you to purchase an additional Installed Vehicle: (i) your compliance with the terms of your Franchise Agreement as of the date of your request; (ii) the number of services requests you are receiving on a daily and weekly basis; (iii) the geographic size of your Protected Territory; and (iv) other factors we determine to be relevant in our reasonable business judgment. If we permit you to purchase an additional Installed Vehicle without adding any additional territory to your Protected Territory, you will not be required to pay any additional franchise fee in connection with that purchase.

We are not required to pay you if we exercise any of the rights specified above. We are not required to grant you any additional Protected Territories (except for under the terms of an Area Development Agreement), expand your Protected Territory or allow you to relocate your Protected Territory or your Crushr Business.

Restrictions on Rights

You may only operate your Crushr Business and service customers within your Protected Territory, except in Open Territories as discussed below. As long as you are in compliance with the Franchise Agreement, we will not, during the term of your Franchise Agreement, operate or grant others the right to operate any other Crushr Business within the Protected Territory.

You may market to and service customers outside your Protected Territory, with our prior written approval, if customers are located in areas that are geographically contiguous or in reasonable proximity to your Protected Territory, and no other franchisee of ours has been awarded that territory, and the territory is not protected as a territory that is being operated by a Company-Owned Outlet (an "Open Territory"). We may revoke our approval for you to operate in Open Territories in our sole discretion. Further, if you service customers in Open Territories with our approval, and elect not to execute our current form of Franchise Agreement with respect to all or any portion of such Open Territories, you assume the risk that we may sell such Open Territories to another current or prospective franchisees of the Crushr system, or elect to establish a Company-Owned Outlet to operate in the Open Territory. In such event, you will no longer have the right to service the customers located in those Open Territories. If we or another franchisee acquire the rights to operate in the Open Territory, you must provide assistance to us, or the incoming franchisee, to transition any services contracts or customer relationships for customers and accounts located within the former Open Territory.

Except for operating in Open Territories with our prior written approval, you do not have the right to use our trademarks or the Crushr system at any location other than the Protected Territory in any wholesale, e-commerce, or other channel of distribution besides the operation of your Crushr Business in the Protected Territory. Any media advertising, internet advertising, or direct mail marketing that you conduct must be predominantly focused within your Protected Territory unless we agree otherwise.
We reserve the right to establish guidelines concerning the acceptance and reimbursement of gift certificates, gift cards, coupons, corporate discounts, and other promotional programs as we set forth from time to time in the Manuals or otherwise in writing.

ITEM 13.
TRADEMARKS

In the Franchise Agreement, you are granted a sublicense to operate a Crushr Business using the marks CRUSHR® and CRUSHR & Design® (logo) and other marks in connection with the Crushr Business (the "Marks"). Neither we nor our affiliates have established, or presently intend to establish, other franchise or company-owned businesses that offer mobile trash compaction businesses or similar products or services under a different trade name or trademark, but we reserve the right to do so in the future without your consent.

All of the Marks are owned by Crushr IP and licensed to us under a License Agreement dated as of February 1, 2020, as amended from time to time (the "License Agreement"). In the License Agreement, Crushr IP authorizes us to use the Marks in connection with the offer, sale, and support of franchised Crushr Businesses. The License Agreement does not contain any significant limitations on our right to use or license the Marks to you and is perpetual in duration and may be terminated unilaterally by either party only upon a material breach of the License Agreement. In addition to the Marks in the chart below, franchisees may also use other marks, registered or unregistered, that we own or have the right to use through the License Agreement and that we designate as part of the Marks.

There are no agreements currently in effect that significantly limit our right to use or license the use of the Marks.

Crushr IP has registered the following Marks with the Principal Register of the United States Patent and Trademark Office ("USPTO") and has filed all required affidavits with respect to each of the Marks:

Mark	U.S. Registration No.	Issue Date
Crushr	6254863	January 26, 2021
CALL CRUSH CONSERVE	7310458	February 20, 2024
CALL. CRUSH. HAUL.	7310459	February 20, 2024
CRUSH IT!	7310460	February 20, 2024

Crushr IP has registered the following Marks with the Supplemental Register of the USPTO and has filed all required affidavits with respect to each of the Marks:

Mark	US Registration No.	Issue Date
CRUSHR	6230390	December 22, 2020
OPEN MOBILE TOP COMPACTION	7292162	January 23, 2024

Crushr IP has applied for registration of the following Marks with the Supplemental Register of the USPTO and has filed all required affidavits with respect to each of the Marks:

Mark	U.S. App. Serial No.	Application Date
GREEN MOBILE COMPACTION	97776127	February 1, 2023

At this time, we do not have a registration for the mark "Green Mobile Compaction". Therefore, this trademark does not have many of the legal benefits and rights as a federally registered trademark. If your right to use this trademark is challenged, you may have to change to an alternative trademark which will increase your expenses.

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

There are presently no final effective determinations of the USPTO, the Trademark Trial and Appeal Board or any trademark administrator of any state or any court proceedings which limit or restrict our right to use the above-described Marks or are relevant to your use of the Marks for your Crushr Business. We have the right to control any administrative proceeding or litigation involving a trademark licensed by or to you. If you learn of any claim, suit, or demand against you by a third party for any alleged infringement, unfair competition or similar matter due to your use of the Marks, in accordance with the terms of the Franchise Agreement, you must promptly notify us of the claim, suit or demand. We will then take whatever action we, in our sole discretion, consider necessary or appropriate. We intend to take reasonable steps to preserve and protect our ownership of the Marks and their validity. We are not obligated to protect any rights awarded to you to use the Marks or protect you against claims of infringement or unfair competition regarding the Marks. You may not settle or compromise any claim by a third party without our prior written consent. We may defend, compromise, or settle any claim at our cost, using attorneys that we choose, and you must cooperate fully with us in defending the claim. If you learn of any infringing use, you must promptly notify us. We will decide in our discretion whether or not to prosecute any purported infringement of the Marks and our decisions will be final.

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

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

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

If it becomes advisable at any time in our sole discretion for us or you to modify or discontinue use of the Marks, or use one or more additional or substitute trade or service marks, you must comply with our directions to modify or discontinue the use of the Marks within the time frame specified by us. We may add to, delete, or modify our Marks. You must accept, use, or cease using, as may be applicable, the Marks, including modified or additional Marks in accordance with our prescribed procedures, policies, rules, and regulations whether contained in the Operations Manual, in the Franchise Agreement, or otherwise. You do not have any rights, including the right to be compensated, as a result of any discontinuation or modification of the Marks.

ITEM 14.
PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

We own no rights in, or licenses to, any patents or patent applications which are material to the franchise.

Except as provided below, we own no rights in, or licenses to, any copyrights. We have not registered any copyrights in the United States Copyright Office. However, we claim copyrights in the Operations Manual, our advertising material, promotional letters and forms, educational and training material, and related proprietary items used in operating the Franchised Business which are material to your franchise. We will maintain common law copyright and/or copyright registrations for these works as published works.

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

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

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

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

Unless we approve your employment of management personnel to operate the Crushr Business, you must actively participate in the actual operation of the Crushr Business and devote as much of your time as is reasonably necessary for its efficient operation. We recommend that you actively participate in the operation and supervision of the Crushr Business. You (if you are an individual) and/or your approved management must attend our training programs. Refer to Item 11 for details. You or your management must complete our initial training program to our sole, subjective satisfaction. We do not require your management to have an equity interest in the Crushr Business.

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

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

ITEM 16.
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must offer and sell all, and only, those goods and services that we have expressly approved (in the Operations Manual or otherwise in writing) (See Item 8). We may add, delete, and change items that you may or must offer, in our unrestricted discretion, and this may require you to purchase or license additional equipment. You may serve customers only from and by way of the Crushr Business you have been authorized to operate. You may not service a customer if doing so is beyond your current equipment capabilities, or if it would otherwise disrupt the normal servicing of other existing customers. We do not restrict your access to customers, except that all sales must be made to customers physically located within your Territory. All sales must be made through our point-of-sale system. You may not collect cash from or otherwise charge customers outside of our point-of-sale system.

You should staff your business with a sufficient number of employees and operate diligently so as to maximize your revenues and profits, however, you may not solely staff your workforce entirely consisting of temporary or subcontracted labor. You may not service a customer if doing so is beyond your current equipment capabilities, or if it would disrupt the normal servicing of other existing customers.

Your business must be open for the conduct of business at the times and hours specified by us in the Manuals. Other than information in this document, we do not currently impose any minimum, maximum, or specific pricing requirements, or any other type of conditions or restrictions on the sale of goods or services, including any minimum or specific hours of operation, or promotional programs.

ITEM 17.
RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

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

A. FRANCHISE AGREEMENT

Provision	Section in Franchise Agreement	Summary
a. Length of the franchise term	Section 3.1	The term is 10 years from the date we execute the Franchise.
b. Renewal or extension of the term	Section 3.2	If Franchisee is not in default under this Agreement, and if Franchisee has the right to continue to occupy the Premises, Franchisee may renew this Agreement (a "Renewal") for two (2) additional terms of five (5) years each (each a "Renewal Term").

Provision	Section in Franchise Agreement	Summary
c. Requirements for you to renew or extend[1]	Section 4.2	Franchisee shall exercise its option to renew the Initial Term of this Agreement for a Renewal Term by providing written notice to Franchisor not less than six (6) and not more than twelve (12) months prior to the expiration of the Initial Term or the then current Renewal Term; otherwise the renewal option shall expire automatically (the Initial Term and each Renewal Term is referred to as the "Term"). At least thirty (30) days prior to the start of a Renewal Term, Franchisee shall pay to Franchisor a renewal fee in an amount equal to twenty percent (20%) of the then-current initial franchise fee charged by Franchisor. Each Renewal will be in accordance with Franchisor's then-current terms and conditions for granting renewal franchises, which may include: (i) execution of a new franchise agreement which may contain materially different terms and conditions from the original Franchise Agreement, (ii) execution of a general release, in a form satisfactory to Franchisor, of any and all claims against Franchisor, its parent, subsidiaries or affiliates (if applicable) and their officers, directors, attorneys, shareholders and employees; and (iii) a requirement that Franchisee upgrade or refurbish the Installed Vehicle to conform to Franchisor's then-current standards. "Renewal" means an additional period of time in which you may continue to operate your Crushr Business in accordance with the then-current form of Franchise Agreement that you will sign at the time of the Renewal. Currently, we offer the opportunity for franchisees who comply with the renewal terms and conditions above to enter into two (2) additional renewal terms of five (5) years each.
d. Termination by you	Section 13	The franchisees can terminate the agreement under any grounds allowed by state law.
e. Termination by us without cause	Section 13	N/A
f. Termination by us with cause	Section 13	We can terminate only if you default.
g. "Cause" defined – curable defaults	Section 13.1.2	If Franchisee fails to pay any financial obligation pursuant to this Agreement (a) within five (5) days of the date on which Franchisor gives notice of such delinquency, (b) immediately upon written notice if such payment has not been made within sixty (60) days after the date on which it is required to be paid, or (c) immediately upon written notice if Franchisee is determined to have under- reported its Gross Sales during any month by two percent (2%) or more of the actual Gross Sales during such month on two (2) or more occasions during the Term of this Agreement, whether or

Provision	Section in Franchise Agreement	Summary
		not Franchisee subsequently rectifies such deficiency; If Franchisee fails, for a period of fifteen (15) days after notification of non-compliance by an appropriate authority to comply with any law or regulation applicable to the operation of the Franchised Business; If Franchisee fails to perform or breaches any covenant, obligation, term, condition, warranty or certification in the Franchise Agreement, or fails to operate the Franchised Business as specified by Franchisor in the Operations Manual, fails to pay promptly any undisputed invoices from Franchisor or suppliers, and fails to cure such non- compliance or deficiency within thirty (30) days (or such longer term as granted by Franchisor) after Franchisor's written notice; If Franchisee abandons or ceases to operate all or any part of the Franchised Business conducted under this Agreement for seventy- two (72) hours or longer (except as otherwise provided in this Franchise Agreement) or defaults under any mortgage, deed of trust or lease with Franchisor or any third party covering the Franchised Business or the Premises, fails to cure such abandonment or default and Franchisor or such third party treats such act or omission as a default, and Franchisee fails to cure such default to the satisfaction of Franchisor or such third party within any applicable cure period granted Franchisee by Franchisor or such third party. If Franchisor determines that the Installed Vehicle(s) being operated by Franchisee are not sufficiently servicing the customers in Franchisee's Protected Territory, Franchisor or its affiliate, after providing notice and an opportunity to cure such default, shall have the right, but not the obligation, to operate a Installed Vehicle(s) in the Protected Territory to satisfy such demands. This right shall be in addition to Franchisor's right to terminate this Agreement, and not in lieu of such right, or any other rights Franchisor may have against Franchisee, upon a failure to cure any default within the time provided by Franchisor. In the event that Franchisor or its affiliate exercises the rights described in this paragraph, Franchisee must reimburse Franchisor for all reasonable costs and overhead, if any, incurred in connection with its operation of the Installed Vehicle(s), including without limitation, costs of personnel for supervising and staffing, travel, and lodging.
h. "Cause" defined – non-curable defaults	Section 13.1.1	Automatically, without notice or action required by Franchisor, if Franchisee becomes insolvent or makes a general assignment for the benefit of creditors, or, unless otherwise prohibited by law, if a petition in bankruptcy is filed by Franchisee, or such a petition is filed against and consented to by Franchisee or not dismissed within thirty

Provision	Section in Franchise Agreement	Summary
		(30) days, or if a bill in equity or other proceeding for the appointment of a receiver of Franchisee or other custodian for Franchisee's business or assets is filed and consented to by Franchisee, or if a receiver or other custodian (permanent or temporary) of Franchisee's assets or property, or any part thereof, is appointed; or if a final judgment in excess of Five Thousand Dollars ($5,000) against Franchisee relating to the Franchised Business remains unsatisfied or of record for sixty (60) days or longer (unless a bond is filed or other steps are taken to effectively stay enforcement of such judgment in the relevant jurisdiction); If Franchisee fails to commence operation of the Franchised Business as required by Article 8; If Franchisee makes, or has made, any materially false statement or report to Franchisor in connection with this Agreement or application therefore; If there is any violation of any transfer and assignment provision contained in Article 13 of this Agreement; If Franchisee receives from Franchisor three (3) or more notices to cure the same or similar defaults or violations of this Agreement during any twelve (12) month period; If Franchisee or its Designated Owner or Designated Representative fails to complete to Franchisor's reasonable satisfaction any of the training required pursuant to Section 8.4 of this Agreement; If Franchisee violates any covenant of confidentiality or non- disclosure contained in Article 9 of this Agreement or otherwise discloses, uses, permits the use of, copies, duplicates, records, transmits or otherwise reproduces any manuals, materials, goods or information created or used by Franchisor and designated for confidential use within the System without Franchisor's prior approval; If Franchisee or any person controlling, controlled by or under common control with Franchisee, or any principal officer or employee of Franchisee or any such person, owning an interest in the Franchised Business is convicted of a felony, or any other crime or offense that is reasonably likely, in the sole opinion of Franchisor, to affect adversely the System, the Licensed Marks, the Installed Vehicle or the goodwill associated therewith. If Franchisee or any guarantor(s) hereof default on any other agreement with Franchisor, or any affiliate or parent corporation of Franchisor, and such default is not cured in accordance with the terms of such other agreement; If Franchisee fails to perform or breaches any covenant, obligation, term, condition, warranty or certification in this Agreement related to the Licensed Marks, including misuse of the Licensed Marks. A default of another agreement between you and franchisor is not a default of your franchise agreement

Provision	Section in Franchise Agreement	Summary
		unless it may independently be a default under the terms of your franchise agreement. As such, a default under an Area Development Agreement is not considered a default of an individual Franchise Agreement, unless the default was also an event of default under the terms of the Franchise Agreement.
i. Your obligations on termination/ non-renewal	Section 14.1	Cease operating the Franchised Business under the System. Franchisee shall not thereafter, directly or indirectly, represent to the public that the former franchised business is operated or in any way connected with Franchisor or the System or hold itself out as a present franchisee of Franchisor; Pay all sums owing to Franchisor, including those invoiced to Franchisee after this Agreement expires or is terminated. Upon termination of this Agreement pursuant to any default by Franchisee, such sums shall include, but not be limited to, actual and consequential damages, costs and expenses (including reasonable attorneys' fees) incurred by Franchisor as a result of the termination. Return to Franchisor the Operations Manual and all trade secret and other confidential materials, equipment and other property owned by Franchisor, and all copies thereof. Franchisee shall retain no copy or record of any of the foregoing; provided Franchisee may retain its copy of this Agreement, any correspondence between the parties, and any other document which Franchisee reasonably needs for compliance with any applicable provision of law; Take such action as may be required by Franchisor to transfer and assign to Franchisor or its designee or to disconnect and forward all telephone numbers, e-mail, internet and other electronic references and advertisements, and all trade and similar name registrations and business licenses, and to cancel any interest which Franchisee may have in the same; and Cease to use any methods, procedures or techniques associated with the System; cease to use the Licensed Marks and any other marks and indicia of operation associated with the System, and any marks confusingly similar thereto, and remove all trade dress, physical characteristics, color combinations and other indications of operation under the System or with the Installed Vehicle. Without limiting the generality of the foregoing, Franchisee agrees that in the event of any termination or expiration of this Agreement, it will de-identify the so as to make it not confusingly similar to Franchisor's standardized and recognizable indicia or colors. If Franchisee fails to make such alterations within fifteen (15) days after termination or expiration of this Agreement, Franchisee agrees that Franchisor or its designated agents may enter upon the Premises at any

Provision	Section in Franchise Agreement	Summary
		time to make such alterations, at Franchisee's sole risk and expense, without liability for trespass.
j. Assignment of contract by us	Section 12.1	This Agreement and all rights and duties hereunder may be freely assigned or transferred by Franchisor, in whole or in part, without Franchisee's consent, in its sole discretion, but only to a person or legal entity that agrees to assume Franchisor's obligations hereunder, and shall be binding upon and inure to the benefit of Franchisor's successors and assigns including, without limitation, any entity which acquires all or a portion of the equity of Franchisor or any entity resulting from or participating in a merger, consolidation or reorganization in which Franchisor is involved, and to which Franchisor's rights and duties hereunder (in whole or in part), are assigned or transferred.
k. "Transfer" by you – defined	Section 12	Directly or indirectly sell, assign, transfer, convey, give away, pledge, mortgage or otherwise encumber any interest; (i) in this Agreement or any portion or aspect thereof, (ii) the Franchised Business, or (iii) any equity or voting interest in Franchisee that equals or exceeds twenty percent (20%) of the total equity or voting interests in Franchisee on a fully diluted basis, nor permit the Franchised Business to be operated, managed, directed or controlled, directly or indirectly, by any person other than Franchisee
l. Our approval of transfer by you	Section 12	Transfers require (i) our prior written consent, which will not be unreasonably withheld; and (ii) the satisfaction of certain conditions.
m. Conditions for our approval of transfer	Section 12	The proposed transferee is a person or entity that meets the Franchisor's standards of qualification then applicable with respect to all new applicants for similar Franchisees; The proposed Transfer is on commercially reasonable terms; As of the effective date of the proposed Transfer, all obligations of Franchisee hereunder and under any other agreements between Franchisee and Franchisor are fully satisfied; As of the effective date of the proposed Transfer, all obligations of the proposed transferee to the Franchisor under all other agreements of any kind between the proposed transferee and Franchisor are fully satisfied; and As of the effective date of the proposed Transfer, Franchisor shall have forwarded to Franchisee its approval, granted in its reasonable business judgment, of the proposed Transfer to the proposed transferee, in

Provision	Section in Franchise Agreement	Summary
		accordance with the following provisions of this Article 13.
n. Our right of first refusal to acquire your business	Section 12.2.5	We can match any offer for your business.
o. Our option to purchase your business	Section 7.2.5 & 12	Upon expiration or termination of the Franchise Agreement, we may purchase your business.
p. Your death or disability	Section 12.3	Same requirements as for transfer in "m" above
q. Non-competition covenants during the term of the franchise	Section 11.1	Franchisee agrees: To use its best efforts in operating the Franchised Business and in recommending, promoting and encouraging patronage of all Crushr Businesses; Not to engage, directly or indirectly, as an owner, operator, or in any managerial capacity in any Competing Business (as defined below) at or within a twenty-five (25)- mile radius of the Premises or the protected territory of any other System franchisees in operation
r. Non-competition covenants after the franchise is terminated or expires	Section 11.2	For a period of two (2) years after such termination, expiration, non-renewal, transfer or assignment, not to engage, directly or indirectly, as an owner, operator, or in any managerial capacity, in any Competing Business at or within a twenty-five (25)- mile radius of the Premises or the protected territory of any other System franchisees in operation at the time of such termination, expiration, non-renewal, transfer or assignment.
s. Modification of the agreement	Section 18	The Operations Manual is subject to change. Modifications become effective upon delivery of written notice to you, unless the notice specifies a longer period. No modification unless by mutual written agreement.
t. Integration/merger clause	Section 24	All agreements between the parties are in the Franchise Agreement and its exhibits. Subject to applicable state law, only the terms of the Franchise Agreement are binding. Any representations or promises made outside this disclosure document and franchise agreement may not be enforceable. Nothing in the agreement or in any related agreement is intended to disclaim the representations made in the Franchise Disclosure Document.
u. Dispute resolution by arbitration	Section 21.2	Mandatory mediation and arbitration in Jefferson County, Kentucky. We may seek injunctive relief without submitting to mandatory mediation or arbitration. Subject

Provision	Section in Franchise Agreement	Summary
		to applicable state law.
v. Choice of forum	Section 21.2	Except for certain claims, all disputes must arbitrated in Louisville, Kentucky. Subject to applicable state law.
w. Choice of law	Section 21.1	Kentucky law applies. Subject to applicable state law.

B. DEVELOPMENT AGREEMENT

Provision	Section in Development Agreement	Summary
a. Length of the franchise term	Section 5	The term expires upon the deadline to develop the Crushr Businesses specified in the Development Schedule or upon the development of all Crushr Businesses.
b. Renewal or extension of the term	Not Applicable	Not Applicable
c. Requirements for franchisee to renew or extend	Not Applicable	Not Applicable
d. Termination by franchisee	Not Applicable	Not Applicable
e. Termination by franchisor without cause	Not Applicable	Not Applicable
f. Termination by franchisor with cause	Section 6.1	We can terminate only if you default (see (g) and (h) below).
g. "Cause" defined – curable defaults	Not applicable	Not Applicable
h. "Cause" defined - non-curable defaults	Section 6.1	You fail to have open and operating the minimum number of Crushr Businesses specified in the Development Schedule by any Opening Deadline specified in the Development Schedule; any Franchise Agreement is terminated a result of default; or you breach or otherwise fail to comply fully with any other provision of the Development Agreement.
i. Franchisee's obligations on termination/non-renewal	Sections 6.2	You will lose the right to continue to develop Crushr Businesses in your Development Area.

Provision	Section in Development Agreement	Summary
j. Assignment of contract by franchisor	Section 7	Fully assignable and transferrable by us.
k. "Transfer" by franchisee - defined	Section 7	Includes transfer of the Development Agreement, any interest in the Development Agreement, or, if you are a business entity, any interest in the entity.
l. Franchisor approval of transfer by franchisee	Section 7	We have the right to approve or not approve all transfers in our sole discretion.
m. Conditions for franchisor approval of transfer	Section 7	We have sole discretion in setting conditions for our approval of a transfer.
n. Franchisor's right of first refusal to acquire franchisee's business	Section 7	We have the first right of refusal on all transfer, exercisable withing 30 days of receiving an executed copy of the contract of transfer.
o. Franchisor's option to purchase franchisee's business	Not applicable	Not applicable
p. Death or disability of franchisee	Not applicable	We have the right approve or disapprove any transfer in our sole discretion.
q. Non-competition covenants during the term of the franchise	Section 8	The non-competition covenants in your Franchise Agreement shall apply to your Development Agreement
r. Non-competition covenants after the franchise is terminated or expires	Section 8	The non-competition covenants in your Franchise Agreement shall apply to your Development Agreement.
s. Modification of the agreement	Section 8, 9	No modifications to the Development Agreement unless you and we agree in writing. We may amend the Operations Manual at any time.
t. Integration/merger clause	Section 9	Only the terms of the Development Agreement and any Franchise Agreements are binding (subject to state law). Any promises outside the Development Agreement, the Franchise Agreements, and this FDD may not be enforceable. However, nothing in the Franchise Agreement will have the effect of disclaiming any of the representations made in this FDD.
u. Dispute resolution by arbitration or mediation	Section 8	The dispute resolution provisions of the Franchise Agreement apply to any disputes under the Development Agreement (subject to applicable state law)
v. Choice of forum	Section 8	The choice of forum provisions of the Franchise Agreement apply to the Development Agreement (subject to applicable state law)

Provision	Section in Development Agreement	Summary
w. Choice of law	Section 8	The choice of law provisions of the Franchise Agreement apply to the Development Agreement (subject to state law)

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

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

ITEM 18.
PUBLIC FIGURES

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

ITEM 19.
FINANCIAL PERFORMANCE REPRESENTATIONS

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

We have operated one Crushr Business similar to the ones offered under this Disclosure Document since January 2017. Throughout this Disclosure Document and in this Item 19 we refer to this as the "Company-Owned Outlet". Presented in Table 1 below is a summary of income and certain expenses showing the Company-Owned Outlet's historical results from, categorized by year, during the periods of January 1, 2021 to December 31, 2021, (the "2021 Measurement Period"), January 1, 2022 to December 31, 2022 (the "2022 Measurement Period"), and January 1, 2023 to December 31, 2023 (the "2023 Measurement Period"). We refer to the 2021 Measurement Period, the 2022 Measurement Period and the 2023 Measurement Period collectively as the "Full Measurement Period" in this Item 19. Throughout the Full Measurement Period, our Company-Owned Outlet was operating in and around Louisville, Kentucky, including portions of southern Indiana. During the 2023 Measurement Period, our Company-Owned Outlet purchased the Franchised Outlet operating in the Louisville, Kentucky market and incorporated the Territory into its operations. The Company-Owned Outlet serviced Qualified Businesses in an area approximately the size of one and one half Protected Territories we would grant to a franchise outlet in this area. Our Company-Owned outlet operated one Installed Vehicle in this area full-time during the Full Measurement Period. The summary of income and certain expenses has not been audited, reviewed, or verified by an independent accountant. Except as discussed in the notes below, the Company-Owned Outlet operates in a substantially similar manner to how your Crushr Business will operate, though we expect there may be variances between your Crushr Business and the Company-Owned Outlet based upon factors such as geographic location, length of time in operation, relative experience of the operator, and the number of Installed Vehicles in operation.

In Table 2 of this Item 19, we present the total Gross Sales attained during either, or both, the 2022 Measurement Period and 2023 Measurement Period for certain franchise outlets. There were 41 franchisee-owned outlets that were in operation, at a minimum for the entirety of the 2022 Measurement Period (the "Disclosed Franchise Outlets"). We obtained these historical financial results from revenue reports generated by our franchisee's field management software programs. An outlet's continuous operation throughout either the 2022 Measurement Period and/or the 2023 Measurement Period is the only criteria we used for inclusion in this Table 2. Because the other 6 franchise outlets were not open and operating on or before January 1, 2022, they did not operate for the full 2022 Measurement Period, and we have therefore excluded them from this Item 19.

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

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

Table 1 – Company-Owned Outlet Income and Certain Expenses – 2021, 2022, and 2023

Item	2021	2022	2023
Gross Sales	$247,512	$285,883	$396,455
Royalty Fees	$19,801	$22,871	$31,716
Brand Fund Contribution	$2,475	$2,859	$3,965
Local Area Advertising	$6,000	$6,000	$6,000
Technology Fees	$6,000	$6,000	$6,000
COGS	$17,155	$30,447	$29,997
Gross Profit	**$196,081**	**$217,706**	**$318,777**
Labor Expense	$74,007	$74,928	$129,331
Insurance	$6,367	$5,285	$7,004
Miscellaneous Expenses	$2,612	$2,945	$10,552
Storage Rental Expense[6]	$1,500	$1,500	$1,500
Total Expense	$84,486	$84,658	$148,387
Net Income	**$111,595**	**$133,048**	**$170,390**
Net Margin	**45.1%**	**46.5%**	**43.0%**

<u>Notes to Table 1</u>

1. The "Net Income" figures represented above do not include certain costs and expenses you may incur, including, in the categories of depreciation, amortization, interest, or principal payments on loans to the business or income taxes owed by the business or its owners.

2. "Gross Sales" means the aggregate gross amount of all revenues from whatever source derived (whether in the form of cash, credit, agreements to pay or other consideration, and whether or not payment is received at the time of sale, or any such amounts prove un-collectible) from providing mobile trash compacting services by the Company-Owned Outlet.

3. “Net Margin” is calculated as Net Income divided by Gross Sales.

4. The Company-Owned Outlet does not pay the Royalty Fee (8% of Gross Sales), the Brand Fund Contribution (1% of Gross Sales), the Technology Fee ($500 per month) or the $500 per month Local Area Advertising Requirement. We have included an estimate of these fees for the Company-Owned Outlet in the table above and the “Gross Profit” and “Net Income” figures include these fees as an imputed expense to the Company-Owned Outlet as if they were actually paid during each Measurement Period.

5. Insurance Rate Note – In 2023 the Company-Owned Outlet was granted a reduced insurance rate for the Installed Vehicle due to the length of operating history of the Company-Owned Outlet, and the total number of vehicles insured by Smash Brothers, LLC. Insurance rates and the availability of insurance policy discounts may vary for your Crushr Business.

6. The Company-Owned Outlet did not incur any expenses related to storage of its Installed Vehicle because it had access to rent-free storage at an existing facility. You are likely to incur expenses for storing your Installed Vehicle. We have estimated imputed an amount equal to $125 per month for a self-storage facility similar to the one we recommend you rent. See Item 7.

7. The Company-Owned Outlet has been in operation since 2017. The expenses listed above do not reflect other expenses you may incur as a new business, such as legal and accounting fees, the purchase price of the Installed Vehicle, the Franchise Fee, travel expenses for training, payroll costs you may incur prior to opening your Crushr Business, and other initial start-up costs that are customary for a new business.

Table 2 – Gross Sales – Disclosed Franchised Outlets – 2022 & 2023

Outlet	2022 Territory/Trucks	2022 Gross Sales	2023 Territory/Trucks	2023 Gross Sales
#1	4/5	$1,011,640	4/5	$1,007,847
#2	3/2	$636,889	3/3	$906,245
#3	1/1	$85,575	1/1	$100,648
#4	1/2	$303,115	1/2	$258,955
#5	1/1	$129,486	1/1	$125,538
#6	1/1	$364,186	2/1	$328,417
#7	1/1	$146,109	N/A[2]	N/A
#8	1/1	$239,035	1/1	$269,676
#9	1/1	$156,141	2/2	$197,062
#10	1/1	$84,343	1/1	$91,488
#11	3/2	$483,738	4/2	$938,686
#12	2/1	$283,542	2/2	$454,074
#13	2/2	$227,769	2/2	$216,930
#14	1/1	$224,275	1/2	$230,171
#15	5/2	$211,254	6/2	$361,773

Outlet	2022 Territory/Trucks	2022 Gross Sales	2023 Territory/Trucks	2023 Gross Sales
#16	3/2	$196,130	4/2	$312,882
#17	6/1	$98,545	6/2	$180,467
#18	2/1	$83,433	2/1	$143,357
#19	1/1	$57,766	N/A[3]	N/A
#20	N/A	N/A	1/1	$21,812
#21	N/A	N/A	1/1	$235,945
#22	N/A	N/A	3/1	$151,320
#23	N/A	N/A	2/1	$207,148
#24	N/A	N/A	2/1	$113,251
#25	N/A	N/A	1/1	$70,175
#26	N/A	N/A	1/1	$124,294
#27	N/A	N/A	2/1	$64,103
#28	N/A	N/A	1/1	$142,987
#29	N/A	N/A	1/1	$266,915
#30	N/A	N/A	4/1	$177,513
#31	N/A	N/A	1/1	$55,160
#32	N/A	N/A	1/2	$440,000
#33	N/A	N/A	1/1	$226,865
#34	N/A	N/A	2/2	$389,550
#35	N/A	N/A	2/1	$178,980
#36	N/A	N/A	5/2	$588,960
#37	N/A	N/A	3/2	$377,120
#38	N/A	N/A	3/1	$104,338
#39	N/A	N/A	2/1	$225,963
#40	N/A	N/A	1/1	$102,333
#41	N/A	N/A	2/1	$49,703

Notes to table above

1. In the "Territory/Trucks" columns above, the number of territories listed reflects the total number of territories purchased by a particular Disclosed Franchise Outlet under a Franchise Agreement or under a Development Agreement with us. Franchisees who purchase multiple territories under a Development Agreement may, but are not required to, service customers in the entire Development Area granted to them under their Development Agreement. Under our form of Development Agreement, franchisees are

required to sign additional franchise agreements and put additional Installed Vehicles into service for territories in their Development Area over a specified period of time set forth in a Development Schedule. The number of trucks listed above reflects the total number of Installed Vehicles that were in operation for a particular Disclosed Outlet as of the end of each calendar year. Some of the Disclosed Outlets operated the entirety of the year with the number of trucks disclosed above, while others put additional trucks into service at some point during the 2021, 2022, and 2023 calendar year.

2. Outlet #7 sold the market to our Company-Owned Outlet and was incorporated into their business during the 2023 year.

3. Outlet #19 transferred its trucks and market to Outlet #39 during the 2023 year.

Written substantiation to support the information appearing in this financial performance representation is available to you upon reasonable request.
Other than the preceding financial performance representation, we do not make any 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 business, however, we may provide you with the actual records of that business. 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 K. Scott Dennison, 13147 Middletown Industrial Blvd., Louisville, KY 40223, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20.
OUTLETS AND FRANCHISEE INFORMATION

TABLE NO. 1
SYSTEMWIDE OUTLET SUMMARY
FOR YEARS 2021 TO 2023

OUTLET TYPE	YEAR	OUTLETS AT THE START OF THE YEAR	OUTLETS AT THE END OF THE YEAR	NET CHANGE (+ or -)
Franchised*	2021	14	28	+14
	2022	28	59	+31
	2023	59	82	+23
Company Owned	2021	1	1	0
	2022	1	1	0
	2023	1	2	+1
Total Outlets	2021	15	29	+14
	2022	29	60	+31
	2023	60	84	+24

***Generally, a Franchised Outlet is an operating Territory with at least one Truck. We have included 3 Territories in New Jersey that collectively operate with one truck.**

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TABLE NO. 2
TRANSFER OF OUTLETS FROM FRANCHISEES TO NEW OWNERS (OTHER THAN THE FRANCHISOR) FOR YEARS 2021 TO 2023

STATE	YEAR	NUMBER OF TRANSFERS
Connecticut	2021	0
	2022	0
	2023	1
Missouri	2021	0
	2022	1
	2023	0
South Carolina	2021	0
	2022	0
	2023	1
Texas	2021	0
	2022	0
	2023	1
Utah	2021	0
	2022	0
	2023	1
Wisconsin	2021	1
	2022	0
	2023	1
Total Outlets	2021	1
	2022	1
	2023	5

TABLE NO. 3
STATUS OF FRANCHISED OUTLETS FOR YEARS 2021 TO 2023

State	Year	Outlets At Start Of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of Year
AL	2021	0	0	0	0	0	0	0
	2022	0	1	0	0	0	0	1
	2023	1	2	0	0	0	0	3
CA	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	2	0	0	0	0	2
CO	2021	0	0	0	0	0	0	0
	2022	0	1	0	0	0	0	1
	2023	1	1	0	0	0	0	2
CT	2021	0	0	0	0	0	0	0
	2022	0	2	0	0	0	0	2
	2023	2	0	0	0	0	0	2
FL	2021	2	0	0	0	0	0	2
	2022	2	2	0	0	0	0	4
	2023	4	3	0	0	0	0	7
GA	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	1	0	0	0	0	2
IN	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	Termi-nations	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of Year
	2023	1	0	0	0	0	0	1
KS	2021	0	0	0	0	0	0	0
	2022	0	2	0	0	0	0	2
	2023	2	0	0	0	0	0	2
KY	2021	1	0	0	0	0	0	1
	2022	1	1	0	0	0	0	2
	2023	2	0	0	0	1	0	1
LA	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	1	0	0	0	0	1
MA	2021	0	0	0	0	0	0	0
	2022	0	2	0	0	0	0	2
	2023	2	0	0	0	0	1	1
MD	2021	0	0	0	0	0	0	0
	2022	0	1	0	0	0	0	1
	2023	1	1	0	0	0	0	2
MI	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	1	0	0	0	0	1
MO	2021	1	1	0	0	0	0	2
	2022	2	1	0	0	0	0	3
	2023	3	0	0	0	0	0	3
NC	2021	1	0	0	0	0	0	1
	2022	1	3	0	0	0	0	3
	2023	3	1	0	0	0	0	4
NE	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
NJ	2021	0	6	0	0	0	0	6
	2022	6	0	0	0	0	0	6
	2023	6	0	0	0	0	0	6
NV	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	1	0	0	0	0	1
OK	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	1	0	0	0	0	1
OH	2021	1	1	0	0	0	0	2
	2022	2	0	0	0	0	0	2
	2023	2	2	0	0	0	0	4
OR	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	1	0	0	0	0	1
SC	2021	0	1	0	0	0	0	1
	2022	1	1	0	0	0	0	2
	2023	2	0	0	0	0	0	2
SD	2021	0	0	0	0	0	0	0
	2022	0	1	0	0	0	0	1
	2023	1	0	0	0	0	0	1

State	Year	Outlets At Start Of Year	Outlets Opened	Termi-nations	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of Year
TN	2021	3	1	0	0	0	0	4
	2022	4	3	0	0	0	0	7
	2023	7	1	0	0	0	0	8
TX	2021	1	1	0	0	0	0	2
	2022	2	7	0	0	0	0	9
	2023	9	6	0	0	0	0	15
UT	2021	0	1	0	0	0	0	1
	2022	1	1	0	0	0	0	2
	2023	2	0	0	0	0	0	2
VA	2021	0	0	0	0	0	0	0
	2022	0	2	0	0	0	0	2
	2023	2	0	0	0	0	0	2
WI	2021	0	2	0	0	0	0	2
	2022	2	1	0	0	0	0	3
	2023	3	0	0	0	0	0	3
DC	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
Total Outlets	2021	14	14	0	0	0	0	28
	2022	28	32	0	0	0	0	59
	2023	59	25	0	0	1	1	82

TABLE NO.4
STATUS OF COMPANY-OWNED OUTLETS
FOR YEARS 2021 TO 2023

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired From Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of Year
KY	2021	1	0	0	0	0	1
	2022	1	0	0	0	0	1
	2023	1	0	1	0	0	2
Total Outlets	2021	1	0	0	0	0	1
	2022	1	0	0	0	0	1
	2023	1	0	1	0	0	2

TABLE NO. 5
PROJECTED OPENINGS AS OF DECEMBER 31, 2023

STATE	FRANCHISE AGREEMENTS SIGNED BUT OUTLET NOT OPENED	PROJECTED NEW FRANCHISED OUTLETS IN NEXT FISCAL YEAR	PROJECTED NEW COMPANY OWNED OUTLETS IN NEXT FISCAL YEAR
AR	0	1	0
AZ	1	1	0
CA	1	1	0
CO	0	3	0
CT	0	1	0

STATE	FRANCHISE AGREEMENTS SIGNED BUT OUTLET NOT OPENED	PROJECTED NEW FRANCHISED OUTLETS IN NEXT FISCAL YEAR	PROJECTED NEW COMPANY OWNED OUTLETS IN NEXT FISCAL YEAR
FL	1	4	0
GA	0	2	0
IL	0	1	0
MA	0	1	0
MD	1	0	0
ME	1	0	0
MI	1	1	0
NC	0	1	0
NV	0	1	0
NY	2	1	0
OH	0	1	0
OK	1	1	0
PA	1	1	0
RI	1	0	0
SC	0	2	0
TX	0	5	0
VA	0	1	0
TOTAL	**11**	**30**	**0**

Our fiscal year ends on December 31 of each year.

Exhibit F lists the names of all current and former franchisees and the addresses and telephone numbers of their outlets as of December 31, 2023.

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

During the previous three (3) fiscal years, some current and former franchisees have signed confidentiality clauses. In some instances, current and former franchisee sign provisions restricting their ability to speak openly about their experience with the Crushr System. You may wish to speak with current and former franchisees but be aware that not all such franchisees will be able to communicate with you.

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

ITEM 21.
FINANCIAL STATEMENTS

Attached as Exhibit A are our audited financial statements dated as of December 31, 2023, as of December 31, 2022, and as of December 31, 2021. Our fiscal year ends December 31 each year.

ITEM 22.
CONTRACTS

Attached to this Disclosure Document are the following contracts and their attachments:

Exhibit B: Franchise Agreement (with attachments)
Exhibit C: Area Development Agreement (with attachments)
Exhibit H: Confidentiality, Non-Compete and Non-Solicit Agreement
Last Two Pages of this FDD: Receipts

ITEM 23.
RECEIPTS

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

EXHIBIT A

FINANCIAL STATEMENTS

DEANDORTON

Financial Statements

for

SMASH BROTHERS, LLC

Years Ended December 31, 2023 and 2022
with Independent Auditor's Report

CONTENTS

DEANDORTON

Independent Auditor's Report

Members
Smash Brothers, LLC
Louisville, Kentucky

Opinion

We have audited the financial statements of Smash Brothers, LLC (the Company), which comprise the balance sheets as of December 31, 2023 and 2022, the related statements of income, changes in members' equity, and cash flows for the years then ended, and the related notes to the financial statements.

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

Basis for Opinion

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

Responsibilities of Management for the Financial Statements

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

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

Auditor's Responsibilities for the Audit of the Financial Statements

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

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.

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

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.

- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.

- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

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

Dean Dorton Allen Ford, PLLC

Louisville, Kentucky
April 18, 2024

SMASH BROTHERS, LLC

Balance Sheets

December 31, 2023 and 2022

	2023	2022
Assets		
Current assets:		
Cash and cash equivalents	**$ 635,696**	$ 1,328,549
Accounts receivable	**381,906**	206,867
Other receivables	**1,677**	10,531
Prepaid expenses	**49,877**	13,367
Deferred commissions	**440,782**	357,811
Inventory	**1,825,791**	913,910
Total current assets	**3,335,729**	2,831,035
Property and equipment, net	**739,981**	454,583
Other assets:		
Intangible assets, net	**39,107**	-
Advances to related party	**295,000**	287,162
Deferred commissions, net of current portion	**3,238,346**	2,902,295
Investment in partnership	**12,500**	12,500
Total assets	**$ 7,660,663**	$ 6,487,575

Liabilities and Members' Equity	2023	2022
Current liabilities:		
Accounts payable	**$ 800,546**	$ 284,469
Accrued expenses	**218,653**	140,259
Due to related party	**130,500**	123,614
Lines of credit	**830,501**	-
Notes payable, current portion	**400,000**	352,836
Deferred revenue, current portion	**705,027**	1,316,493
Management fee payable-related party	**16,802**	89,306
Total current liabilities	**3,102,029**	2,306,977
Long-term liabilities:		
Notes payable, net of current portion and debt costs	**773,780**	1,194,374
Deferred revenue, net of current portion	**967,246**	831,024
Total liabilities	**4,843,055**	4,332,375
Members' equity	**2,817,608**	2,155,200
Total liabilities and members' equity	**$ 7,660,663**	$ 6,487,575

See accompanying notes to the financial statements.

SMASH BROTHERS, LLC

Statements of Income

Years ended December 31, 2023 and 2022

	2023	2022
Revenues:		
Franchise related	**$ 7,605,237**	$ 5,461,861
Services	**396,455**	285,883
Total revenues	**8,001,692**	5,747,744
Expenses:		
Cost of equipment sold	**3,177,651**	1,992,582
Cost of services sold (exclusive of depreciation)	**229,806**	148,137
Administrative and general	**2,344,763**	1,396,970
Management fee expense-related party	**400,080**	285,062
Professional fees	**230,405**	198,298
Depreciation	**84,872**	50,157
Amortization	**5,893**	23,888
Total expenses	**6,473,470**	4,095,094
Operating income	**1,528,222**	1,652,650
Other expense:		
Income tax	**(38,785)**	-
Other expense, net	**(49,913)**	(8,915)
Interest expense, net of interest income of $2,759 in 2023	**(240,331)**	(164,649)
Total other expense	**(329,029)**	(173,564)
Net income	**$ 1,199,193**	$ 1,479,086

See accompanying notes to the financial statements.

SMASH BROTHERS, LLC

Statements of Changes in Members' Equity

Years ended December 31, 2023 and 2022

December 31, 2021	$ 652,704
Net income	1,479,086
Contributions	23,410
December 31, 2022	2,155,200
Net income	**1,199,193**
Distributions	**(536,785)**
December 31, 2023	**$ 2,817,608**

See accompanying notes to the financial statements.

SMASH BROTHERS, LLC

Statements of Cash Flows

Years ended December 31, 2023 and 2022

	2023	2022
Cash flows from operating activities:		
Net income	**$ 1,199,193**	$ 1,479,086
Adjustments to reconcile net income to net cash (used in) provided by operating activities:		
Debt costs amortization included in interest expense	**80,407**	-
Depreciation	**84,872**	50,157
Amortization	**5,893**	23,888
Deferred commission amortization	**463,221**	225,931
Gain on sale of property and equipment	**-**	(8,575)
Services rendered for membership interest	**-**	23,410
Increase (decrease) in cash due to changes in:		
Accounts receivable	**(166,185)**	1,031,654
Prepaid expenses	**(36,510)**	(908)
Inventory	**(1,006,631)**	82,389
Deferred commissions	**(882,243)**	(2,317,826)
Accounts payable	**516,077**	(115,221)
Accrued expenses	**5,890**	(197,189)
Due to related party	**(123,614)**	170,925
Deferred revenue	**(475,244)**	1,215,342
Net cash (used in) provided by operating activities	**(334,874)**	1,663,063
Cash flows from investing activities:		
Purchase of franchise	**(245,000)**	-
Purchase of property and equipment	**(75,520)**	(96,879)
Proceeds from sale of property and equipment	**-**	17,500
Net cash used in investing activities	**(320,520)**	(79,379)

SMASH BROTHERS, LLC

Statements of Cash Flows, continued

Years ended December 31, 2023 and 2022

	2023	2022
Cash flows from financing activities:		
Borrowings on line of credit agreement	**1,030,501**	-
Proceeds from notes payable	**1,600,000**	-
Debt costs	**(42,794)**	-
Payments on line of credit agreement	**(200,000)**	(336,149)
Principal payments on notes payable	**(1,880,543)**	(139,235)
Distributions	**(536,785)**	-
Advances to related party	**(7,838)**	(119,318)
Net cash used in financing activities	**(37,459)**	(594,702)
Net (decrease) increase in cash and cash equivalents	**(692,853)**	988,982
Cash and cash equivalents, beginning of year	**1,328,549**	339,567
Cash and cash equivalents, end of year	**$ 635,696**	$ 1,328,549

	2023	2022
Supplemental disclosures of cash flow information:		
Cash paid during the year for:		
Interest	**$ 149,996**	$ 213,553
Noncash investing and financing transactions:		
Lines of credit reclassified to term debt based on debt restructuring	**$ -**	$ 244,816
Inventory reclassified to property and equipment	**94,750**	75,950
Debt costs included in due to related party	**130,500**	-

See accompanying notes to the financial statements.

SMASH BROTHERS, LLC

Notes to the Financial Statements

1. Description of the Organization

Smash Brothers, LLC (the Company) does business under the name "Crushr" and is engaged in the waste disposal industry. Its mobile waste compaction service is provided to users of open-top ("roll-off") dumpsters in order to reduce wasted space within a dumpster, thus reducing the frequency that a dumpster requires emptying. The Company operates in the Louisville, Kentucky area, but its franchise rights extend to the entire United States of America.

The Company has experienced substantial growth during the past few years and the demand for new franchises by prospective franchisees remains strong. The Company expects this favorable situation to continue; however, franchise sales do reach a saturation point and continued growth within certain existing markets is not a certainty.

2. Summary of Significant Accounting Policies

The financial statements have been prepared in conformity with accounting principles generally accepted in the United States of America (GAAP) which require management to make estimates and assumptions that affect the reported amounts and disclosures in the financial statements. Actual results could differ from those estimates.

Adoption of New Accounting Standard

Effective January 1, 2023, the Company adopted Accounting Standards Update (ASU) 2016-13, *Financial Instruments—Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments* and associated amendments. This standard creates a new credit impairment standard for financial assets measured at amortized cost and available-for-sale debt securities. The ASU requires financial assets measured at amortized cost (including loans, trade receivables and held-to-maturity debt securities) to be presented at the net amount expected to be collected, through an allowance for credit losses that are expected to occur over the remaining life of the asset, rather than incurred losses. The measurement of credit losses for newly recognized financial assets (other than certain purchased assets) and subsequent changes in the allowance for credit losses are recorded in the statements of income as the amounts expected to be collected change.

The adoption of the new standard did not result in a cumulative-effect adjustment to the opening balance of members' equity.

Cash and Cash Equivalents

The Company considers all highly liquid investments with a maturity, at time of purchase, of three months or less to be cash equivalents.

The Company maintains cash balances in financial institutions that at times may exceed federally insured limits. The Company has not experienced any losses in such accounts and believes it is not exposed to any significant credit risk on cash.

2. Summary of Significant Accounting Policies, continued

Accounts Receivable

Accounts receivable consist of amounts due from customers and are generally unsecured. Management has determined that no allowance for credit losses is needed at December 31, 2023.

The Company considers allowances for credit losses on accounts receivable. The allowance for credit losses is the Company's best estimate of the amount of probable credit losses in the Company's existing accounts receivable and is based upon historical loss patterns, the number of days that billings are past due, and an evaluation of the potential risk of loss associated with specific accounts. The measurement of credit losses and subsequent changes in the allowance for credit losses are recorded in the statements of income within other operating expenses as the amounts expected to be collected change.

The Company uses the aging method to estimate its expected credit losses on trade accounts receivable. In order to estimate expected credit losses, the Company assesses recent historical experience, current economic conditions and any reasonable and supportable forecasts to identify risk characteristics that are shared within the financial asset. These risk characteristics are then used to bifurcate the aging method into risk pools. Historical credit loss for each risk pool is then applied to the current period aging in the identified risk pools to determine the needed reserve allowance. In the absence of current economic conditions and/or forecasts that may affect future credit losses, the Company has determined that recent historical experience provides the best basis for estimating credit losses.

Prior to adoption of Topic 326, the Company considered an allowance for doubtful accounts to reserve for potentially uncollectible receivables. Management deemed accounts receivable to be fully collectible; accordingly, no allowance for doubtful accounts was required.

Inventory

Inventory consists of equipment purchased to be used as part of the final pulverizing unit. Inventory is recorded at lower of cost or net realizable value. The flow of inventory is on a first-in, first-out basis. If items become obsolete, or otherwise unusable, they will be charged to operations when that determination is made.

Property and Equipment

Property and equipment are recorded at cost less accumulated depreciation. Depreciation is computed using the straight-line method over the estimated useful life of the assets. The cost of equipment and vehicles as of December 31, 2023 and 2022 were $1,002,323 and $632,053, respectively. The associated accumulated depreciation was $262,342 and $177,470, respectively. The Company uses an estimated life of 5-10 years to depreciate its fixed assets.

Depreciation expense during the years ended December 31, 2023 and 2022 was $84,872 and $50,157, respectively.

2. Summary of Significant Accounting Policies, continued

Intangible Asset

During 2023, the Company acquired an active franchise business for $245,000. Management determined this constituted an asset acquisition as the value was concentrated on a truck acquired. The residual value was assigned to customer relationships which has been recorded as intangibles in the accompanying balance sheets. The Company is amortizing the customer relationships intangible over a 7-year life. The cost and accumulated amortization was $45,000 and $5,893, respectively, at December 31, 2023. The Company expects to record annual amortization expense going forward of approximately $6,400 per year.

The Company also had recorded access to a patent for a mobile trash pulverizer. The patent expired in 2022 and the intangible asset became fully amortized.

Amortization expense for the years ended December 31, 2023 and 2022 was $5,893 and $23,888, respectively. As of December 31, 2023 and 2022, the Company had gross intangible assets of $295,000 and $250,000, respectively, and accumulated amortization of $255,893 and $250,000, respectively.

Debt Costs

Debt costs of $173,294 as of December 31, 2023 are presented on the balance sheets as a direct deduction from the carrying amount of the related debt liability and are being amortized over the allocated terms of the underlying debt, which is four years for the term note and one year for the line of credit (see Notes 5 and 6). Accumulated amortization amounted to $80,407 as of December 31, 2023. Total amortization expense (included in interest expense) for the year ended December 31, 2023 was $80,407.

Deferred Commission Costs

The incremental direct costs of obtaining a franchise contract, which consist of internal and external sales commissions, are deferred and amortized over the estimated life of the customer relationship. Management is using the initial 10 year franchise agreement to estimate the life of the customer relationship. Deferred commission costs are classified as current or noncurrent based on the timing of when the Company expects to recognize the expense. At December 31, 2023, the Company had $3,679,128 of deferred commission costs with $440,782 included in current assets and $3,238,346 included in long-term assets, net of current accumulated amortization of $716,895. At December 31, 2022, the Company had $3,260,106 of deferred commission costs with $357,811 included in current assets and $2,902,295 included in long-term assets, net of current accumulated amortization of $253,674. The amortization expense related to deferred commission costs is reflected in administrative and general expenses in the accompanying statements of income. During the years ending December 31, 2023 and 2022, the Company incurred amortization expense of $463,221 and $225,931, respectively.

2. Summary of Significant Accounting Policies, continued

Advertising

Advertising costs are expensed as incurred. For the years ended December 31, 2023 and 2022, advertising expenses were $186,488 and $71,660, respectively.

Revenue Recognition

The Company engages in selling franchise agreements. The franchise agreement requires the franchisee to pay an initial, non-refundable, 10-year franchise fee (with an optional 5-year renewal fee for 20% of the existing franchise fee). Once an executed agreement is reached, the Company provides various training and onboarding tasks, including furnishing of equipment to be utilized in the business. There are additional add on services that the Company may perform for the franchisee, such as advertising, which would create added billings and separate performance obligations. The Company collected $1,398,500 and $3,044,500 in franchise fees during the years ended December 31, 2023 and 2022, respectively.

The Company has determined that certain services it provides in exchange for the franchise fees, which primarily relate to pre-startup support, training, onboarding, and furnishing of the equipment are separate and distinct services from the license of intellectual property. The portion of franchise fees (80%) related to pre-startup support is considered one performance obligation and is recognized when the performance obligation is satisfied, while the license of the intellectual property (20%) is initially recorded as deferred revenue and is recognized as revenue over the term of each respective franchise agreement. Revenues for franchise fees that are being deferred over the term of franchise agreement are recognized on a straight-line basis, which is consistent with the franchisee's right to use and benefit from the intellectual property.

In instances where the timing of revenue recognition differs from the timing of invoicing and/or payment, the contracts generally do not include a significant financing component as the period between when the Company transfers a promised good or service to the customer and when the customer pays for that good or service is one year or less.

The Company acquires equipment and sells it to the franchisee through a complete compaction truck sale, which is jointly participated in by a third party. The equipment portion of the sale is recognized by the Company upon transfer of control to the franchisee, which occurs upon completion of training on how to operate the truck. Both the Company and the third party truck provider treat the franchisee as the customer. The third party vendor records the truck portion of the sale as the Company is not the primary obligor of the truck portion of the sale.

The Company collects various recurring fees from the franchisees. The Company generates an 8% royalty income based on the franchisee sales, which is recognized in the month earned. Fees for marketing services are recognized when performed and are billed monthly. Technology fees are recognized monthly as use of specific programs is required as part of the franchise agreement.

2. Summary of Significant Accounting Policies, continued

Revenue Recognition, continued

The Company also generates revenues from its mobile waste compaction service in the Louisville market. These services are recognized as revenue when performed and are billed monthly.

The Company's revenue is primarily recognized at a point in time.

Income Taxes

The Company, with the consent of its members, has elected to be taxed as a partnership which provide that the members separately account for their pro rata share of the Company's items of income, deductions, losses, and credits. In 2023, the members elected to have the Company start paying Kentucky pass-through entity taxes which are reflected in income taxes on the statements of income.

Subsequent Events

Management has evaluated subsequent events for accounting and disclosure requirements through April 18, 2024, the date that the financial statements were available to be issued. There were no events occurring during the evaluation period that require recognition or disclosure in the financial statements.

3. Revenue from Franchise Fees

The following are the components that comprise franchise related revenue for the years ended December 31:

	2023	2022
Equipment	**$ 4,386,914**	$ 3,094,479
Franchise fee	**1,897,744**	1,716,258
Royalties	**969,026**	495,249
Technology	**183,893**	89,950
Marketing	**167,660**	65,925
Total	**$ 7,605,237**	$ 5,461,861

3. Revenue from Franchise Fees, continued

Except for franchise fee, all revenue components shown above are recognized at a point in time. The composition of franchise fee revenue based on timing of revenue recognition for the years ended December 31:

	2023	2022
Services transferred over time (license fees)	**$ 196,144**	$ 93,858
Services at point in time (preopening services)	**1,701,600**	1,622,400
Total franchise fee revenue	**$ 1,897,744**	$ 1,716,258

4. Contract Balances

Receivables and contract balances from contracts with customers were as follows as of December 31:

	2023	2022	2021
Accounts receivable	**$ 381,906**	$ 206,867	$ 1,099,053
Contract liabilities:			
Deferred franchise fees subject to amortization	**$ 1,046,273**	$ 924,717	$ 350,475
Deferred franchise fees not subject to amortization	**626,000**	1,222,800	456,800
Deferred equipment sales-right to invoice	**-**	-	124,900
Total contract liabilities	**$ 1,672,273**	$ 2,147,517	$ 932,175

5. Lines of Credit

The Company opened a new line of credit with a financial institution in January 2023. The line of credit allows for a maximum borrowing amount of $2,750,000, subject to certain borrowing base calculations.

As of December 31, 2023, the Company had outstanding borrowings of $830,501, and was subject to an interest rate equal to the secured overnight financing rate published by the Federal Reserve plus 2.15%, with a floor of 2.15% (7.53% as of December 31, 2023). The line is secured by all of the assets of the Company and is guaranteed by certain members of the Company. In exchange for member guarantees of the line of credit and associated term debt (see Note 6), the Company agreed to pay members $130,500. The Company has capitalized the costs of incurring this debt and is amortizing over the life of the associated debt. The line matured in January 2024 and was renewed through April 2024. Management expects to extend the line.

5. Lines of Credit, continued

The Company had multiple agreements with different financial institutions to provide lines of credit up to $750,000. As of December 31, 2022, the Company had outstanding borrowings of $244,816 (see Note 6 for reclassification). Interest was payable at various monthly rates that ranged from 5.25% to 8.75% as of December 31, 2022. The line was personally guaranteed by certain members of the Company. These lines were paid in full in January 2023.

6. Notes Payable

Notes Payable consists of the following as of December 31:

	2023	2022
Note payable to a third party, interest rate of 8.5%, maturing January 31, 2027, with monthly payments of principal of $33,333 plus accrued but unpaid interest, secured by all of the assets of the Company and is guaranteed by certain members of the Company. The loan agreement includes various financial covenants.	**$ 1,266,667**	$ -
Lines of credit (see Note 5, paid off in 2023)	**-**	244,816
Note payable to third party (paid off in 2023)	**-**	900,000
Multiple notes payable to a third party, interest rate of 6.75%, secured by vehicles; monthly payments of principal and interest of $5,779, with final payments due between February 2027 and August 2027 (paid off in 2023)	**-**	264,394
Small Business Administration loan, interest rate of 3.75%, collateralized by all assets; $673 monthly principal and interest payments began May 2021, with the final payment due in May 2050 (paid off in 2023)	**-**	138,000
	1,266,667	1,547,210
Less: Debt costs, net	**(92,887)**	-
Less: Amounts due within one year	**(400,000)**	(352,836)
Long-term portion of debt	**$ 773,780**	$ 1,194,374

6. Notes Payable, continued

In January 2023, the Company entered in a new loan agreement with a bank to consolidate outstanding debt which allows for a term note and a line of credit (see Note 5). The Company agreed to a $1,600,000 term note which extinguished existing debt outstanding.

On December 15, 2020, the Company entered into a loan agreement with a third party. The agreement provided for loans up to $1,000,000. The minimum principal of each loan was $100,000 and bore an interest rate of 12.00%. As described above, this debt was paid off in January 2023, and an associated 2% warrant was exercised for $1.

As noted above, the debt is subject to certain financial covenants. As of December 31, 2023 the Company was in compliance with said covenants.

Future maturities of debt are as follows for the years ending December 31:

2024	$ 400,000
2025	400,000
2026	400,000
2027	66,667
	$ 1,266,667

7. Contingencies and Commitments

Management Fees

The Company's operating agreement (as amended) allows for a management fee to the Manager which is based on 5% of monthly gross receipts. The Manager is also the controlling member of the Company. As of December 31, 2023 and 2022, $16,802 and $89,306, respectively, has been accrued in the accompanying balance sheets. During 2023 and 2022, $400,080 and $285,062, respectively, has been expensed and is recognized on the statements of income.

Transaction Success Fees

During 2021, the Company entered a franchise referral agreement with a third party that provides for a transaction success fee upon a change in control. The agreement expires in 2024.

Franchise Referral Agreements

During 2023 and 2022, the Company executed various franchise referral agreements that expire throughout 2024. The Company incurred commission costs under these and other commission agreements in 2023 and 2022 of approximately $880,000 and $2,320,000, respectively, which were capitalized and will be amortized over the 10-year franchise agreement (see Note 2).

7. Contingencies and Commitments, continued

Repurchase of Mobile Units

In the event a franchise agreement is terminated, for whatever reason, and the franchisee is no longer operating a Crushr business, the Company shall have the right of first refusal, but not the obligation, to repurchase the Mobile Pulverizer unit as set forth in the following table:

Termination Year		
Year 1	$	64,000
Year 2		48,000
Year 3		36,000
Year 4		24,000
Year 5		12,000
Year 6 and beyond		1

8. Capital Contributions

During 2022, the Company received services in exchange for equity. A related party provided legal services to the Company in exchange for a 1.00% membership interest valued at $23,410 in 2022. There were no contributions during 2023.

9. Related Party Transactions

On August 1, 2020, the Company and two members entered a restricted interests award agreement which transfers a 1.00% interest each year between members for legal services which benefit the Company. The agreement caps at a collective 5.00% interest on August 1, 2025. The mechanics of the transaction require the Company to redeem each 1.00% interest for $1.00 from one member and then issue a 1.00% interest to the other member providing legal services. During 2023, there were no legal services provided.

Nonconsolidated Variable Interest Entity (VIE)

The Company has ownership in and advances to a common controlled related party, Waste Brothers, LLC (Waste Brothers). Waste Brothers is a startup business. The primary beneficiary of a VIE is the party that has the power to direct the activities that most significantly impact the performance of the entity. Additionally, the primary beneficiary has the obligation to absorb losses or the right to receive benefits that could potentially be significant to the entity. The Company does not meet the definition for being the primary beneficiary of Waste Brothers; therefore, Waste Brothers is not consolidated into the Company. At December 31, 2023 and 2022, the Company's investment in and advances to Waste Brothers were $307,500 and $299,662, respectively, representing the Company's maximum exposure to loss.

The Company also had amounts due to related parties of $130,500 and $123,614 as of December 31, 2023 and 2022, respectively. These amounts are classified in the accompanying balance sheets based on when management expects to recover the advance or pay the obligations.

10. Concentrations

The Company acquires equipment for its operations and for resale to franchises from one foreign manufacturer. The ongoing viability of the Company is predicated on the assumption that the manufacturer will continue to produce the equipment.

The Company has entered an equipment agreement that requires annual minimum unit purchases through 2027. The Company has exceeded the minimum purchase requirements in 2023 and 2022.

Financial Statements
for
SMASH BROTHERS, LLC

Years Ended December 31, 2022 and 2021
with Report of Independent Auditors

CONTENTS

Report of Independent Auditors

Members
Smash Brothers, LLC
Prospect, Kentucky

Opinion

We have audited the accompanying financial statements of Smash Brothers, LLC (the Company), which comprise the balance sheets as of December 31, 2022 and 2021, the related statements of operations, changes in members' equity, and cash flows for the years then ended, and the related notes to the financial statements.

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

Basis for Opinion

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

Responsibilities of Management for the Financial Statements

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

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

Auditor's Responsibilities for the Audit of the Financial Statements

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

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.

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

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.

- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.

- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

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

Dean Dorton Allen Ford, PLLC

Louisville, Kentucky
April 12, 2023

SMASH BROTHERS, LLC

Balance Sheets

December 31, 2022 and 2021

Assets	**2022**	2021
Current assets:		
Cash and cash equivalents	**$ 1,328,549**	$ 339,567
Accounts receivable	**206,867**	1,099,053
Other receivables	**10,531**	150,000
Prepaid expenses	**13,367**	12,459
Deferred commissions	**357,811**	124,105
Inventory	**913,910**	1,072,249
Total current assets	**2,831,035**	2,797,433
Property and equipment, net	**454,583**	340,836
Other assets:		
Intangible asset, net	**-**	23,888
Advances to related parties	**287,162**	167,844
Deferred commissions, net of current portion	**2,902,295**	1,044,107
Investment in partnership - at cost	**12,500**	12,500
Total assets	**$ 6,487,575**	$ 4,386,608

Liabilities and Members' Equity	**2022**	2021
Current liabilities:		
Accounts payable	**$ 284,469**	$ 399,692
Accrued expenses	**140,259**	66,904
Due to related party	**123,614**	132,614
Lines of credit	**-**	580,965
Notes payable, current portion	**352,836**	1,122,422
Deferred revenue, current portion	**1,316,493**	617,175
Management fee payable-related party, current portion	**89,306**	-
Total current liabilities	**2,306,977**	2,919,772
Long-term liabilities:		
Notes payable, net of current portion	**1,194,374**	319,207
Deferred revenue, net of current portion	**831,024**	315,000
Management fee payable-related party, net of current portion	**-**	179,925
Total liabilities	**4,332,375**	3,733,904
Members' equity	**2,155,200**	652,704
Total liabilities and members' equity	**$ 6,487,575**	$ 4,386,608

See accompanying notes to the financial statements.

SMASH BROTHERS, LLC

Statements of Operations

Years ended December 31, 2022 and 2021

	2022	2021
Revenues:		
Franchise related	**$ 5,461,861**	$ 3,350,993
Services	**285,883**	247,512
Total revenues	**5,747,744**	3,598,505
Expenses:		
Cost of equipment sold	**1,992,582**	1,571,443
Cost of services sold (exclusive of depreciation noted below)	**148,137**	134,799
Administrative and general	**1,396,970**	575,051
Management fee expense-related party	**285,062**	179,925
Professional fees	**198,298**	150,483
Depreciation	**50,157**	36,130
Amortization	**23,888**	55,556
Total expenses	**4,095,094**	2,703,387
Operating income	**1,652,650**	895,118
Other expense:		
Other expense, net	**(8,915)**	(124,445)
Interest expense	**(164,649)**	(171,045)
Total other expense	**(173,564)**	(295,490)
Net income	**$ 1,479,086**	$ 599,628

See accompanying notes to the financial statements.

SMASH BROTHERS, LLC

Statements of Changes in Members' Equity

Years ended December 31, 2022 and 2021

December 31, 2020	$	16,076
Net income		599,628
Contributions		37,000
December 31, 2021		652,704
Net income		**1,479,086**
Contributions		**23,410**
December 31, 2022	**$**	**2,155,200**

See accompanying notes to the financial statements.

SMASH BROTHERS, LLC

Statements of Cash Flows

Years ended December 31, 2022 and 2021

	2022	2021
Cash flows from operating activities:		
Net income	**$ 1,479,086**	$ 599,628
Adjustments to reconcile net income to net cash provided by (used in) operating activities:		
Depreciation	**50,157**	36,130
Amortization	**23,888**	55,556
Deferred commission amortization	**225,931**	26,368
Gain on sale of property and equipment	**(8,575)**	-
Services rendered for membership interest	**23,410**	16,320
Increase (decrease) in cash due to changes in:		
Accounts receivable	**1,031,654**	(1,092,528)
Prepaid expenses	**(908)**	15,495
Equipment deposits	**-**	30,380
Inventory	**82,389**	(555,142)
Deferred commissions	**(2,317,826)**	(1,162,955)
Accounts payable	**(115,221)**	300,408
Accrued expenses	**(197,189)**	37,631
Due to related party	**170,925**	244,925
Deferred revenue	**1,215,342**	771,625
Net cash provided by (used in) operating activities	**1,663,063**	(676,159)
Cash flows from investing activities:		
Purchase of property and equipment	**(96,879)**	(228,075)
Proceeds from sale of property and equipment	**17,500**	-
Net cash used in investing activities	**(79,379)**	(228,075)

See accompanying notes to the financial statements.

SMASH BROTHERS, LLC

Statements of Cash Flows, continued

Years ended December 31, 2022 and 2021

	2022	2021
Cash flows from financing activities:		
Borrowings on revolving credit agreement	**-**	314,714
Proceeds from notes payable	**-**	1,215,629
Payments on revolving credit agreement	**(336,149)**	(21,461)
Principal payments on notes payable	**(139,235)**	(350,000)
Advances to related parties	**(119,318)**	(87,051)
Net cash (used in) provided by financing activities	**(594,702)**	1,071,831
Net increase in cash and cash equivalents	**988,982**	167,597
Cash and cash equivalents, beginning of year	**339,567**	171,970
Cash and cash equivalents, end of year	**$ 1,328,549**	$ 339,567

	2022	2021
Supplemental disclosures of cash flow information:		
Cash paid during the year for:		
Interest	**$ 213,553**	$ 134,877
Noncash investing and financing transactions:		
Lines of credit reclassified to term debt based on debt restructuring	**$ 244,816**	$ -
Inventory reclassified to property and equipment	**$ 75,950**	$ -
Accounts payable converted to membership units	**$ -**	$ 20,680

See accompanying notes to the financial statements.

Notes to the Financial Statements

1. Description of the Organization

Smash Brothers, LLC (the Company) does business under the name "Crushr" and is engaged in the waste disposal industry. Its mobile waste compaction service is provided to users of open-top ("roll-off") dumpsters in order to reduce wasted space within a dumpster, thus reducing the frequency that a dumpster requires emptying. The Company operates in the Louisville, Kentucky area, but its franchise rights extend to the entire United States of America.

2. Summary of Significant Accounting Policies

The financial statements have been prepared in conformity with accounting principles generally accepted in the United States of America (GAAP) which require management to make estimates and assumptions that affect the reported amounts and disclosures in the financial statements. Actual results could differ from those estimates.

<u>Adoption of New Accounting Standard</u>

At January 1, 2022 and December 31, 2022, the Company evaluated Accounting Standards Update (ASU) 2016-02, *Leases (Topic 842)* and associated amendments. Management determined that the standard did not have a material impact on its financial statements. This standard requires all leases to be recognized on the Company's balance sheet as a right-of-use asset and a lease liability, unless the lease is a short term lease (generally a lease with a term of twelve months or less). The Company recognizes: 1) a lease liability for the Company's obligation to make payments under the lease agreement, measured on a discounted basis; and 2) a right-of-use asset that represents the Company's right to use, or control the use of, the specified asset for the lease term.

The Company has elected not to recognize a right-of-use asset nor lease liability on the balance sheet given the immaterial nature of its operating leases.

<u>Cash and Cash Equivalents</u>

The Company considers all highly liquid investments with a maturity, at time of purchase, of three months or less to be cash equivalents.

The Company maintains cash balances in financial institutions that at times may exceed federally insured limits. The Company has not experienced any losses in such accounts and believes it is not exposed to any significant credit risk on cash.

<u>Accounts Receivable</u>

The Company's management considers accounts receivable to be fully collectible; accordingly, no allowance for doubtful accounts is considered necessary. If amounts become uncollectible, they will be charged to operations when that determination is made. If amounts previously written off are collected, they will be credited to income when received.

2. Summary of Significant Accounting Policies, continued

Inventory

Inventory consists of equipment purchased to be used as part of the final pulverizing unit. Inventory is recorded at lower of cost or net realizable value. The flow of inventory is on a first-in, first-out basis. If items become obsolete, or otherwise unusable, they will be charged to operations when that determination is made.

Property and Equipment

Property and equipment are recorded at cost less accumulated depreciation. Depreciation is computed using the straight-line method over the estimated useful life of the assets. The cost of equipment and vehicles as of December 31, 2022 and 2021 were $632,053 and $478,350, respectively. The associated accumulated depreciation was $177,470 and $137,514, respectively. The Company uses a 10-year estimated life to depreciate its fixed assets.

Depreciation expense during the years ended December 31, 2022 and 2021 was $50,157 and $36,130, respectively.

Intangible Asset

The Company's intangible asset relates to access to a patent for a mobile trash pulverizer. The patent expired in 2022 and the intangible asset became fully amortized.

Amortization expense for the years ended December 31, 2022 and 2021 was $23,888 and $55,556, respectively. As of December 31, 2022 and 2021, the Company has accumulated amortization of $250,000 and $226,112, respectively.

Deferred Commission Costs

The incremental direct costs of obtaining a franchise contract, which consist of internal and external sales commissions, are deferred and amortized over the estimated life of the customer relationship. Management is using the initial 10 year franchise agreement to estimate the life of the customer relationship. Deferred commission costs are classified as current or noncurrent based on the timing of when the Company expects to recognize the expense. At December 31, 2022, the Company had $3,260,106 of deferred commission costs with $357,811 included in current assets and $2,902,295 included in long-term assets, net of current accumulated amortization of $253,674. At December 31, 2021, the Company had $1,168,212 of deferred commission costs with $124,105 included in current assets and $1,044,107 included in long-term assets, net of current accumulated amortization of $27,743. The amortization expense related to deferred commission costs is reflected in administrative and general expenses in the accompanying statements of operations. During the years ending December 31, 2022 and 2021, the Company incurred amortization expense of $225,931 and $26,368, respectively.

2. Summary of Significant Accounting Policies, continued

Advertising

Advertising costs are expensed as incurred. For the years ended December 31, 2022 and 2021, advertising expenses were $71,660 and $57,126, respectively.

Revenue Recognition

The Company engages in selling franchise agreements. The franchise agreement requires the franchisee to pay an initial, non-refundable, 10-year franchise fee (with an optional 5-year renewal fee for 20% of the existing franchise fee). Once an executed agreement is reached, the Company provides various training and onboarding tasks, including furnishing of equipment to be utilized in the business. There are additional add on services that the Company may perform for the franchisee, such as advertising, which would create added billings and separate performance obligations.

The Company has determined that certain services it provides in exchange for the franchise fees, which primarily relate to pre-startup support, training, onboarding, and furnishing of the equipment are separate and distinct services from the license of intellectual property. The portion of franchise fees (80%) related to pre-startup support is considered one performance obligation and is recognized when the performance obligation is satisfied, while the license of the intellectual property (20%) is initially recorded as deferred revenue and is recognized as revenue over the term of each respective franchise agreement. Revenues for franchise fees that are being deferred over the term of franchise agreement are recognized on a straight-line basis, which is consistent with the franchisee's right to use and benefit from the intellectual property.

In instances where the timing of revenue recognition differs from the timing of invoicing and/or payment, the contracts generally do not include a significant financing component as the period between when the Company transfers a promised good or service to the customer and when the customer pays for that good or service is one year or less.

The Company collected $3,540,500 and $1,488,000 in franchise fees during the years ended December 31, 2022 and 2021, respectively, of which is recognized as revenue, net of the franchise contract liabilities (Note 4). The Company acquires the equipment and sells it to the franchisee through a complete compaction truck sale, which is jointly participated in by a third party. The equipment portion of the sale is recognized by the Company upon transfer of control to the franchisee, which occurs upon completion of training on how to operate the truck. Both the Company and the third party truck provider treat the franchisee as the customer. The third party vendor records the truck portion of the sale as the Company is not the primary obligor of the truck portion of the sale. The Company also generates an 8% royalty income based on the franchisee sales.

The Company also generates revenues from its mobile waste compaction service in the Louisville market. These services are recognized as revenue when performed and are billed monthly.

The Company's revenue is primarily recognized at a point in time.

2. Summary of Significant Accounting Policies, continued

Income Taxes

The Company is taxed as a partnership as defined in the Internal Revenue Code and files income tax returns in the U.S federal jurisdiction and various state and local jurisdictions. Accordingly, no federal taxes are provided in the financial statements since the taxable income is reported by the members on their individual tax returns.

Subsequent Events

Management has evaluated subsequent events for accounting and disclosure requirements through April 12, 2023, the date that the financial statements were available to be issued. Except as disclosed in Note 11, there were no events occurring during the evaluation period that require recognition or disclosure in the financial statements.

3. Revenue from Franchise Fees

The following are the components that comprise franchise related revenue for the years ended December 31:

	2022	2021
Franchise fee	**$ 1,716,258**	$ 841,503
Equipment	**3,094,479**	2,303,500
Royalties	**495,249**	169,853
Marketing	**155,875**	36,137
Total	**$ 5,461,861**	$ 3,350,993

Except for franchise fee, all revenue components shown above are recognized at a point in time. The composition of franchise fee revenue based on timing of revenue recognition for the years ended December 31:

	2022	2021
Services transferred over time (license fees)	**$ 93,858**	$ 11,903
Services at point in time (preopening services)	**1,622,400**	829,600
Total revenue	**$ 1,716,258**	$ 841,503

4. Contract Balances

Receivables and contract balances from contracts with customers were as follows as of December 31:

	2022	2021
U.S. franchisee/licensee receivable	**$ 206,867**	$ 1,099,053
Contract liabilities:		
Deferred franchise fees subject to amortization	**$ 924,717**	$ 350,475
Deferred franchise fees not subject to amortization	**1,222,800**	456,800
Deferred equipment sales-right to invoice	**-**	124,900
Total contract liabilities	**$ 2,147,517**	$ 932,175

5. Lines of Credit

The Company had multiple agreements with different financial institutions to provide lines of credit up to $750,000. As of December 31, 2022 and 2021, the Company had outstanding borrowings of $244,816 (see Note 6 for reclassification) and $580,965, respectively. Interest is payable at various monthly rates that ranged from 4.0% to 5.25% as of December 31, 2022. The debt is personally guaranteed by certain members of the Company. These lines were scheduled to mature at various times in 2023. As noted in Note 11 these lines were paid in full in January 2023.

6. Notes Payable

Notes Payable consists of the following as of December 31:

	2022	2021
Note payable to third party (see below)	**$ 900,000**	$ 1,000,000
Multiple notes payable to a third party, interest rate of 6.75%, secured by vehicles; monthly payments of principal and interest of $5,779, with final payments due between February 2027 and August 2027 (see Note 11).	**264,394**	215,629
Lines of credit (see Note 5)	**244,816**	-
Small Business Administration ("SBA") loan, interest rate of 3.75%, collateralized by all assets; $673 monthly principal and interest payments began May 2021, with the final payment due in May 2050 (see Note 11).	**138,000**	141,000

6. Notes Payable, continued

Note payable to a related party, interest rate of 5.00%, unsecured. The note was paid-off in January 2022.	**-**	85,000
	1,547,210	1,441,629
Less: amounts due within one year	**(352,836)**	(1,122,422)
Long-term portion of debt	**$ 1,194,374**	$ 319,207

On December 15, 2020, the Company entered into a loan agreement with a third party. The agreement provided for loans up to $1,000,000. The minimum principal of each loan was $100,000 and bore an interest rate of 12.00%. The Company obtained its first loan disbursement in January of 2021, and as of December 31, 2021 had drawn up to its limit of $1,000,000. The Company had the option to pay quarterly interest on 7.00% with 5.00% accruing through maturity. A 2.00% no cost warrant was triggered in January 2021 upon the initial draw. Management had assessed the value of the warrant and determined it was not material to the overall financial statements. As described in Note 11 this debt was paid off in January 2023 and the warrant was exercised.

Future maturities of debt are as follows for the years ending December 31 (restructured based on new terms noted in Note 11):

2023	$ 352,836
2024	400,000
2025	400,000
2026	394,374
	$ 1,547,210

7. Contingencies and Commitments

Management Fees

The Company's operating agreement (as amended) allows for a management fee to the Manager which is based on 5.00% of monthly gross receipts. The Manager is also the controlling member of the Company. As of December 31, 2022 and 2021, $89,306 and $179,925, respectively, has been accrued in the accompanying balance sheets. During 2022 and 2021, $285,062 and $179,925, respectively, has been expensed and is recognized on the statements of operations.

Transaction Success Fees

During 2021 the Company entered a franchise referral agreement with a third party that provides for a transaction success fee upon a change in control. The agreement expires in 2024.

7. Contingencies and Commitments, continued

Franchise Referral Agreements

During 2022 and 2021, the Company executed various franchise referral agreements that expire into 2024. The Company incurred commission costs under these and other commission agreements in 2022 and 2021 of approximately $2,320,000 and $1,160,00, respectively, which were capitalized and will be amortized over the 10-year franchise agreement (see Note 2).

8. Capital Contributions

During 2022 and 2021, the Company received services in exchange for equity. A related party provided legal services to the Company in exchange for a 1.00% membership interest valued at $23,410 and $16,320 in 2022 and 2021, respectively. Additionally in 2021 an accounts payable of $20,680 for legal services in 2020 was converted to a 1.00% membership interest.

9. Related Party Transactions

On August 1, 2020, the Company and two members entered a restricted interests award agreement which transfers a 1.00% interest each year between members for legal services which benefit the Company. The agreement caps at a collective 5.00% interest on August 1, 2025. The mechanics of the transaction require the Company to redeem each 1.00% interest for $1.00 from one member and then issue a 1.00% interest to the other member providing legal services.

The Company paid $0 and $4,250 in interest expense in relation to a related party note payable (see Note 6) during the years ended December 31, 2022 and 2021, respectively.

Nonconsolidated Variable Interest Entity (VIE)

The Company has ownership in and advances to a common controlled related party, Waste Brothers, LLC (Waste Brothers). Waste Brothers is a startup business. The primary beneficiary of a VIE is the party that has the power to direct the activities that most significantly impact the performance of the entity. Additionally, the primary beneficiary has the obligation to absorb losses or the right to receive benefits that could potentially be significant to the entity. The Company does not meet the definition for being the primary beneficiary of Waste Brothers; therefore, Waste Brothers is not consolidated into the Company. At December 31, 2022 and 2021, the Company’s advances to Waste Brothers were $287,162 and $167,844, respectively, representing the Company’s maximum exposure to loss.

The Company also had due to related parties of $123,614 and $132,614 as of December 31, 2022 and 2021, respectively. These amounts are classified in the accompanying balance sheets based on when management expects to recover the advance or pay the obligations.

10. Concentrations

The Company acquires equipment for its operations and for resale to franchises from one foreign manufacturer. The ongoing viability of the Company is predicated on the assumption that the manufacturer will continue to produce the equipment.

The Company has entered an equipment agreement that requires annual minimum unit purchases through 2027. The Company has exceeded the minimum purchase requirements in 2022 and 2021.

11. Subsequent Events

In January 2023, the Company entered in a new loan agreement with a bank to consolidate outstanding debt which allows for a term note and a line of credit. The Company agreed to a $1,600,000 term note at a rate equal to the Prime Rate with monthly principal payments of $33,333 starting March 1, 2023 through January 31, 2027. This loan is secured by all of the assets and proceeds of the Company and is guaranteed by certain members of the Company.

The line of credit allows for a maximum borrowing amount of $2,750,000, subject to certain borrowing base calculations. The line matures in January 2024 and is subject to an interest rate equal to the secured overnight financing rate published by the Federal Reserve plus 2.15%, with a floor of 2.15%. The line is secured by all of the assets of the Company and is guaranteed by certain members of the Company.

The loan agreement includes various financial covenants.

EXHIBIT B

FRANCHISE AGREEMENT

FRANCHISE AGREEMENT
between

SMASH BROTHERS, LLC
d/b/a Crushr®

and

____
FRANCHISEE

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ATTACHMENTS

1. PARTIES AND RECITALS

1.1. This Franchise Agreement ("Agreement") is made and entered into as of the date set forth on Exhibit A to this Agreement (the "Effective Date") (Exhibit A and all exhibits and schedules attached to this Agreement are hereby incorporated by this reference) by and between Smash Brothers, LLC d/b/a Crushr, a Kentucky limited liability company, with an address of 13147 Middletown Industrial Blvd. Louisville, KY 40223 ("Franchisor"), and the person or entity identified on Exhibit A as the franchisee ("Franchisee") with its principal place of business as set forth on Exhibit A. "We", "us" and "our" refers to Franchisor. "You and "your" refers to Franchisee.

1.2. Franchisor owns the limited exclusive right to develop, operate, and grant franchises for the operation of the CRUSHR® system of mobile commercial on-site trash compacting services businesses (each, a "Crushr Business") under the trade name CRUSHR® (referred to herein as the "Crushr System" or the "System"), utilizing a proprietary mobile trash pulverizer unit (the "Mobile Pulverizer") installed on a vehicle approved by us (the "Installed Vehicle"). Franchisor may, from time to time, add to, amend, modify, delete or enhance any portion of the System as Franchisor may determine to enhance the reputation, efficiency, competitiveness and/or quality of the System, or to adapt it to new conditions, materials or technology, or to better serve the public. Franchisee, at its expense, will fully comply with all such conditions and modifications.

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

1.4. Franchisor desires to grant traditional franchises, whereby the Franchisee will provide mobile trash compacting services to customers within the geographic area stated on Exhibit A to this Agreement ("the "Protected Territory").

1.5. Franchisee desires to enter into this Agreement to obtain a license to use the System and the Licensed Marks (as defined below) to operate a franchised business (the "Franchised Business") within the Protected Territory.

1.6. The location or facility at which the Installed Vehicle may be stored or from which it may be dispatched by Franchisee is referred to in this Agreement as the "Premises." Franchisee shall provide written notice of the proposed storage site (the "Proposed Site") for the Installed Vehicle to Franchisor and, within ten (10) days thereafter, Franchisor will provide written notice to Franchisee if the Proposed Site is acceptable to Franchisor. Franchisor shall have the right but not the obligation to inspect in person the Proposed Site. Franchisee is solely responsible for selecting the Proposed Site. If Franchisor approves the Proposed Site, the Proposed Site will be designated as the Premises. If Franchisor does not approve the Proposed Site, Franchisee must select an alternative Proposed Site and submit it to the Franchisor for review and approval as provided above. Franchisor has the right to approve or disapprove the Proposed Site based on such factors as it deems appropriate. The foregoing process shall be repeated each time Franchisee desires to change the Premises for the Installed Vehicle.

2. GRANT OF FRANCHISE

2.1. Subject to all of the terms and conditions of this Agreement, Franchisor grants to Franchisee the right to operate the Franchised Business within the Protected Territory utilizing one (1), and no more than one (1), Installed Vehicle in accordance with the terms and conditions of this Agreement, the System Standards, the Operations Manual, and the License Agreement, by and between Franchisor and Crushr IP, LLC, a Delaware limited liability company ("Licensor") granting Franchisor the right to use, market and license the Licensed Marks (as defined herein), and grant the use of the Licensed Marks to franchisees of Franchisor, including Franchisee (the "License Agreement"). We may, in our sole discretion, permit Franchisee to operate additional Installed Vehicles in the Protected Territory but we are under no obligation to do so.

2.2. Franchisee shall operate its Franchised Business solely within the "Protected Territory" as defined on Exhibit A. Franchisee acknowledges and agrees that the Protected Territory may differ in size or orientation from other protected territories that have been granted to other System franchisees, or may be granted to other System franchisees from time to time in the future. Franchisee further acknowledges and understands that this Agreement requires and allows the Franchisee to license one (1) Mobile Pulverizer installed in a vehicle approved by Franchisor to operate a Franchised Business solely within the Protected Territory.

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

2.4. Franchisor reserves all rights not specifically granted to Franchisee under this Agreement. The rights reserved to Franchisor include, without limitation, the right of Franchisor or its affiliates:

2.4.1. to solicit customers, advertise and promote sales of the System anywhere, including within the Protected Territory;

2.4.2. to offer and sell (or authorize others to offer and sell) anywhere, including within the Protected Territory, products and services (regardless of similarity to services sold in the Franchised Business) under any names and marks other than the Licensed Marks;

2.4.3. to serve (or authorize other franchisees to service) customers in the Protected Territory if you are in in default, or if you are incapable of meeting customer demand in the Territory (in Franchisor's reasonable opinion), after notice of the same has been delivered to Franchisee in writing and Franchisee has been given a reasonable opportunity to correct defaults and to serve such customers;

2.4.4. to serve (or authorize other franchisees to serve) a particular customer in the Territory if Franchisee fails to properly serve such customer, or if Franchisor reasonably believes that Franchisee will not properly serve such customer after notice of the same has been delivered to Franchisee in writing and Franchisee has been given a reasonable opportunity to serve such customers;

2.4.5. to establish and operate, and grant to others the right to establish and operate, a Crushr Business anywhere outside of the Protected Territory, regardless of proximity to the Protected Territory or the Franchised Business;

2.4.6. to purchase, merge, acquire (or be acquired by), affiliate with, or engage in any transaction with other businesses (whether competitive or not) having one or more locations, wherever located, including, but not limited to, transactions or arrangements involving competitive outlets and/or brand conversions (to or from the Crushr System and brand);

2.4.7. to distribute or license the manufacture or distribution of goods and products, regardless of whether or not such products are authorized for offer and sale through the Franchised Business, under the Licensed Marks or other marks held by Franchisor, through any means of distribution not otherwise prohibited hereby;

2.4.8. to develop, operate and franchise similar or dissimilar systems, under trademarks, service marks and commercial symbols other than the Licensed Marks, without offering them to Franchisee; and

2.4.9. to engage in any other activity, action or undertaking that is not expressly prohibited under this Agreement.

2.5. National or Regional Accounts (“National Accounts”)

2.6. We have the exclusive right to negotiate and enter into agreements or approve forms of agreement to provide services to “National Account Customers”. The term National Account Customer includes any customer which on its own behalf or through agents, licensees, or other third parties owns, manages, controls or otherwise has responsibility for a business in more than one (1) location, for the benefit of the System, and regardless of the aggregate contract amount of the services to be performed. Any dispute as to whether a particular customer is a National Account Customer shall be determined by us in our sole discretion and our determination shall be final and binding. Following the execution of a contract with or the acceptance of a bid by a National Account Customer which contemplates the provision of services to one (1) or more National Account Customers who are located in your Territory, we may, if you are qualified to perform the services and conditioned upon your substantial compliance with the terms of the Franchise Agreement and any other applicable agreements, provide you the opportunity to perform such services pursuant to the terms and conditions of the National Account contract or on such terms and conditions as we, at our sole discretion, determine are appropriate. You agree to provide services to all National Account Customer referrals within your Territory. You further agree to provide all services in strict adherence to our performance and process standards and all service guidelines and performance standards of the National Account Customer. You may be required to enter into a service agreement to participate in certain National Account Customer programs.

2.7. If you are not able or not willing to provide services to a National Account Customer in conformity with the terms and conditions of the National Account contract, or fail to make an election within the time we specify after being offered the opportunity, we have the right, exercisable in our sole discretion, to (i) provide, directly or through any affiliate or other franchisee or franchisor operated location, services to the National Account Customer; and/or (ii) contract with another party to provide such services to the National Account Customer. In either event, neither you nor the Crushr Business shall be entitled to any proceeds from the provision of services provided to the customer of a National Account Customer.

2.8. We may manage or provide support services to national and/or regional accounts that require centralized our franchise system, managing those relationships, answering calls placed to our toll-free number or a national account on-line access system. In that case, we may charge you a National Accounts Fee (the “National Account Fee”) of up to three percent (3%) of Gross Sales generated by the account. The purpose of this fee is to defray the cost of providing national/regional account management services to the franchise system. We do not plan to charge a fee for simple referrals where we do not directly manage the relationship with the customer, but we reserve the right to do so.

2.9. Although we are not required to do so, we reserve the right to manage any project or enterprise undertaken jointly by two or more Crushr Businesses and to limit your or prohibit your negotiating directly with other Crushr Businesses on these jobs. You may solicit help from contractors and/or hire temporary staff for the purpose of completing a specific job, with our prior permission, however at no time shall your work force entirely consist of temporary or subcontracted labor. You may not service a customer if doing so is beyond your current equipment capabilities, or if it would otherwise disrupt the normal servicing of other existing customers.

3. TERM AND RENEWAL

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

3.2. If Franchisee is not in default under this Agreement, and if Franchisee has the right to continue to occupy the Premises, Franchisee may renew this Agreement (a "Renewal") for two (2) additional terms of five (5) years each (each a "Renewal Term"). Franchisee shall exercise its option to renew the Initial Term of this Agreement for a Renewal Term by providing written notice thereof to Franchisor not less than six (6) and not more than twelve (12) months prior to the expiration of the Initial Term or the then current Renewal Term; otherwise the renewal option shall expire automatically (the Initial Term and each Renewal Term is referred to herein as the "Term"). At least thirty (30) days prior to the start of a Renewal Term, Franchisee shall pay to Franchisor a renewal fee in an amount equal to twenty percent (20%) of the then-current initial franchise fee charged by Franchisor to similarly situated franchisees executing new franchise agreements. Each Renewal will be in accordance with Franchisor's then-current terms and conditions for granting renewal franchises, which may include: (i) execution of a new and modified franchise agreement with different performance standards, fee structures and/or increased fees; (ii) execution of a general release, in a form satisfactory to Franchisor, of any and all claims against Franchisor, its parent, subsidiaries or affiliates (if applicable) and their officers, directors, attorneys, shareholders and employees; and (iii) a requirement that Franchisee upgrade or refurbish the Mobile Pulverizer to conform to Franchisor's then-current standards.

4. OPERATING ASSISTANCE

4.1. Franchisee shall store the Installed Vehicle only at the Premises. Franchisee may not change the location of the Premises without Franchisor's prior written approval. A Franchisee may only operate the Franchised Business within the Protected Territory, except in Open Territories as provided in Section 5.1.1.

4.1.1. Franchisee may, with Franchisor's prior written approval which may be withheld in its sole and absolute discretion, service customers outside the Protected Territory, if such customers are located in areas geographically contiguous or in reasonable proximity to the Protected Territory and are not within the protected territories of other franchisees' franchised businesses, or a Franchisor-owned outlet (an "Open Territory"). Upon the designation of an Open Territory as the protected territory of another franchisee, or the Franchisor, Franchisee must cease servicing customers in the Open Territory immediately. We may revoke our approval for you to operate in Open Territories in our sole discretion. Further, if you service customers in Open Territories with our approval, and elect not to execute our current form of Franchise Agreement with respect to all or any portion of such Open Territories, you assume the risk that we may sell such Open Territories to another current or prospective franchisees of the Crushr system, or elect to establish a Franchisor-owned Outlet to operate in the Open Territory. In such event, you will no longer have the right to service the customers located in those Open Territories. If we or another franchisee acquire the rights to operate in the Open Territory, you must provide assistance to us, or the incoming franchisee, to transition any services contracts or customer relationships for customers and accounts located within the former Open Territory.

4.2. Prior to Franchisee beginning operations of the Franchised Business as provided in Section 8.4, Franchisor shall provide Franchisee with the following assistance, on the same basis as it from time to time makes available to other similarly situated Franchisees:

4.2.1. Training in the operation of the Franchised Business for the designated owner(s) of Franchisee (the "Designated Owner") and/or the designated representative or management personnel selected by Franchisee and approved by Franchisor (the "Designated Representative"). Such training shall be conducted exclusively by Franchisor or its designee at a site to be designated by Franchisor or through a virtual environment. There is no charge for the initial training program for up to two (2) persons; however, Franchisee shall pay all its and its Designated Owners' and Designated Representatives' costs incurred in such training, including travel, room, board, wages and living expenses. Franchisee will be charged Franchisor's then- current training fees for training additional Designated Owners or Designated Representatives or for retraining any persons who fail to complete Franchisor's initial program to Franchisor's satisfaction.

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

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

5. **FEES**

5.1. In consideration for the execution of this Agreement, Franchisee agrees to pay Franchisor an initial franchise fee (the "Initial Franchise Fee") in the amount of set forth on Exhibit A, which shall be paid in full by the Effective Date. The Initial Franchise Fee is non-refundable.

5.2. Beginning on the first day of the month following the beginning operations of the Franchised Business as provided in Section 8.4:

5.2.1. Franchisee shall pay Franchisor a continuing monthly fee in the manner provided in Section 6.3 equal to the greater of eight percent (8%) of the Gross Sales of the Franchised Business or the Minimum Continuing Fee set forth in the following Minimum Continuing Fee Schedule (the "Continuing Fee"):

Period of Months after Delivery of the Vehicle to Franchisee	Minimum Continuing Fee
0 to 6 months	$0
6 to 12 months	$500 per month
12 months and thereafter	$1,000 per month

If Franchisee's principal owner is a veteran of the United States armed forces, the Continuing Fee during the first six (6) months of operation shall be four percent (4%) of Gross Sales.

5.2.2. Franchisee shall pay to Franchisor a monthly brand fee for the brand awareness Program (described in Article 9) equal to one percent (1%) of Franchisee's monthly Gross Sales (the "Brand

Fee(s)"). The Program shall be maintained in accordance with the terms of Article 9. The amount of the Brand Fee may be revised from time to time by Franchisor, not to exceed 1% of Gross Sales, in its sole and absolute discretion. All Brand Fees shall be paid in the same manner as Continuing Fees, as provided in Section 6.3.

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

5.3. The Continuing Fee shall be paid by Franchisee to Franchisor via electronic funds transfer, or any other means reasonably specified by Franchisor, and shall be due on the tenth (10th) day of each month during the Term, provided such day is a business day. If the date on which the Continuing Fee would otherwise be due is not a business day, the payment shall be due on the next business day.

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

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

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

5.7. You must also pay us, or a third party that we designate, a technology fee for various technology services that we will provide or arrange for third parties to provide to you, which services are subject to change over time (the "Technology Fee"). Currently, the Technology Fee is $500 per month from the date that you open your Crushr Business for business and will be billed monthly in arrears. We reserve the right to increase the Technology Fee by providing you with written notice of any change at least 30 days prior to the implementation of the new fee amount. The Technology Fee currently includes fees related to your maintenance, licensing, access to and usage of our designated software (which includes a CRM software application as well as a software application for scheduling and routing customers), our intranet, and the system website. We may add, delete, or otherwise modify the products and services that are included in the Technology Fee. In addition to the monthly Technology Fee, you will be responsible for any "per transaction" fee charged by third-party vendors for mobile application or online bookings, if any. If: (i) you place multiple Installed Vehicles into service in your Protected Territory; or (ii) you operate multiple Installed Vehicles across multiple territories pursuant to an Area Development Agreement with us, your Technology Fee will increase by 33% for each additional Installed Vehicle you place into service. This percentage increase may be increased by providing you with written notice of any change at least 30 days prior to the implementation of the new fee amount.

5.8. We may, subject to our discretion, availability, and market limitations, rent you an Installed Vehicle if your Installed Vehicle becomes disabled for a minimum of seven (7) days. The Installed Vehicle rental fee assessed shall be equal to ninety-nine cents ($0.99) per mile. We reserve the right to increase the rental fee at any time. We may stop offering rental opportunities at any time. The rentals shall not be approved for offsetting regular maintenance to your Installed Vehicle.

5.9. You must pay us a total "Onboarding Training Fee" of four thousand eight hundred dollars ($4,800.00). The Onboarding Training Fee will be paid in 6 installments of eight hundred dollars ($800.00) which will cover the cost to have a trainer in your market, your initial technology setup and access to your marketing starter package. We reserve the right to change the services and training we offer for the Onboarding Training Fee.

5.10. We may, in our sole discretion, assess a fee of five hundred dollars ($500.00) per month "Non-Compliance Fee" payable to us for each month in which you are not in compliance with our system specifications or the Franchise Agreement after the first 30 days of non-compliance.

6. LICENSED MARKS

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

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

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

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

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

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

7. STANDARDS OF OPERATION

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

7.2. Franchisee must purchase an Installed Vehicle for its use in the Franchised Business from the Franchisor's approved dealer(s) and from no other source. Franchisee must modify the Mobile Pulverizer for use on a vehicle (the "Installed Vehicle") as set forth in the Operations Manual, and shall be bound by all other provisions contained herein specific to the Installed Vehicle and Mobile Pulverizer. Certain other equipment and supplies must meet the specifications (brand, model and/or performance specifications) in the Operations Manual, including supplies, communications equipment and business and accounting software used in the Franchised Business. These specifications include standards for delivery, performance, design, reliability and appearance. Such specifications may be modified periodically, and any costs associated with such modifications shall be the sole responsibility of Franchisee.

7.2.1. Franchisee shall maintain the Installed Vehicle and the Mobile Pulverizer in good condition and repair throughout the term of this Agreement. Franchisee shall follow all service guidelines and bulletins regarding the periodic maintenance and servicing of the Installed Vehicle and Mobile Pulverizer provided by Franchisor or the supplier. Upon notice from us, you must re-paint and re-letter any Installed Vehicle and Mobile Pulverizer from time to time in accordance with our then-current standards for Installed Vehicles as set forth in the Operations Manual. Franchisee shall utilize only approved vendors for service and maintenance of the Installed Vehicle and Mobile Pulverizer.

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

7.2.3. The purchase price of the Installed Vehicle includes our cost to acquire the Mobile Pulverizer from our manufacturer in Germany through its U.S. distributor, the cost to ship the Mobile Pulverizer from our manufacturer's plant in Germany to our installation facility near Louisville, Kentucky, the cost of the approved vehicle into which the Mobile Pulverizer will be installed, the cost to install the Mobile Pulverizer into the approved vehicle at our installation facility, and certain financing charges and administrative costs incurred by us in the acquisition and installation of the Mobile Pulverizer as well as an overhead factor. The purchase price for the Installed Vehicle, or any other Installed Vehicles that we may permit you to operate in the Protected Territory in our sole discretion, is subject to change.

7.2.4. The Franchisee will remit payment for the Installed Vehicle to the approved vehicle supplier (the “Supplier”), and such payment shall include the cost of the acquisition and installation of the Mobile Pulverizer and all other required equipment onto the vehicle. The Supplier will remit the payment for the Mobile Pulverizer and ancillary required equipment to the Franchisor.

7.2.5. Franchisee shall pay an “Installed Vehicle Late Payment Fee” if it has not paid the full purchase price of the Installed Vehicle within 30 days of being notified that the Installed Vehicle is available to Franchisee. The Installed Vehicle Late Payment Fee is equal to five hundred and fifty dollars ($550.00) per month.

7.2.6. In the event this Agreement is terminated for whatever reason and the Franchisee is no longer operating a Crushr Business, the Franchisor shall have the right of first refusal, but not the obligation, to repurchase the Mobile Pulverizer as set forth in the table below:

Year 1	$64,000.00
Year 2	$48,000.00
Year 3	$36,000.00
Year 4	$24,000.00
Year 5	$12,000.00
Year 6 and beyond	$1.00

Year 1 shall mean the first full year, beginning on the date the Mobile Pulverizer is placed in service (the “Placed in Service Date”). Years Two through Six shall mean the subsequent full years, Year Two beginning one year after the Placed-in-Service Date, and the subsequent Years commencing on the anniversary of the Placed in Service Date.

7.3. The Franchised Business shall begin operations after receipt of authorization to do so by Franchisor, which authorization must be requested by Franchisee, in writing, at least fifteen (15) days in advance of Franchisee’s desire to deploy the Installed Vehicle for business. Franchisee shall begin operations of the Franchised Business no later than: (i) sixty (60) days after you take delivery of the Installed Vehicle, or (ii) one hundred eighty (180) days after the Effective Date, whichever is later, subject to your compliance with all other terms of this Agreement, including your completion of our pre-opening training programs.

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

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

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

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

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

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

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

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

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

7.13. Franchisee's Designated Owner or Designated Representative, as applicable, must actively participate in the actual operation of the Franchised Business, and devote as much of its time as is reasonably necessary for the efficient operation of the Franchised Business.

7.14. Franchisor will provide ongoing training and assistance as Franchisor may reasonably determine to be appropriate. Franchisor reserves the right to hold, and require Franchisee to attend, an annual conference to discuss on-going changes in the industry, sales techniques, personnel training, bookkeeping, accounting, inventory control, performance standards, and advertising programs. Franchisor may charge a fee for such annual conference. If a fee is charged for such mandatory conference, Franchisee will be required to pay the current conference fee, which is currently $500 per franchisee, regardless of attendance. Franchisee must pay all personal travel and living expenses for all of its owners and employees attending the conference. Conferences will be held at Franchisor's corporate headquarters, virtually, or at an alternate location chosen by Franchisor.

7.15. Each additional or replacement driver hired by Franchisee must successfully complete Franchisor's driver training program ("Compaction Certification"). The cost of the Compaction Certification is currently $500 per day, plus travel and living expenses. For clarity, franchisee shall either be responsible for our travel and living expenses to travel to its Territory, or for its driver's wages, travel, and living expenses to come to our headquarters.

8. OPERATIONS MANUAL

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

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

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

9. ADVERTISING AND MARKETING

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

9.1.1. Franchisor has established and administers a brand awareness program (the "Program") for national, regional and/or local advertising, public relations and marketing programs and market research ("Brand Awareness"). Franchisor shall direct and have sole and absolute discretion over the Brand Awareness and the Program and its expenditures, including concepts, materials and media used therein. All Brand Fees paid by Franchisee pursuant to Section 6.2 shall be part of the Program. Neither

Franchisee nor any other franchisees of Franchisor who shall be obligated to contribute to the Program shall be deemed a third-party beneficiary with respect to the Program or have any right to enforce any obligation to contribute thereto. Franchisee understands and acknowledges that Company- owned outlets may not be required to contribute to the Program. Franchisee understands and acknowledges that the Program is intended to benefit the System as a whole and that Franchisor and its designee undertake no obligation in administering the Program to ensure that any particular franchisee benefits directly or pro rata from the Brand Awareness. In the event of termination or expiration of this Agreement, Franchisee shall not be entitled to a refund of any Brand Fees paid by Franchisee. Franchisor may, in its sole discretion from time to time, advance monies to the Program and charge the Program interest on such advances and may authorize repayment of such advances from the Program, all in accordance with such terms as Franchisor deems necessary or appropriate. Franchisee agrees that the Program may otherwise be used to meet any and all costs incident to such Brand Awareness, including joint or collective advertising and brand awareness campaigns of Franchisor's direct or indirect parent corporations or subsidiaries thereof or affiliated companies using the System. In addition, Franchisor shall have the right to expend all, or any portion of, the monies in the Program for cooperative advertising, brand awareness or promotional programs on a regional or local basis; provided, however, that such programs shall be available to all similarly situated franchisees as determined by Franchisor. Furthermore, Franchisor reserves the right to terminate the Program, but in such event will spend or use all remaining Program assets for Brand Awareness.

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

9.1.3. At its expense and exclusive of any sums paid to the Program, Franchisee agrees to conduct on an annual basis continuing local advertising in form, content and media approved by Franchisor, in an amount equal to not less than $500 per month, which Franchisor may increase to $1,000 per month in its sole and absolute discretion. Franchisee shall submit evidence of any such expenditure to Franchisor on a monthly basis. In the event that Franchisee shall fail to expend such sums on local advertising, Franchisor may, immediately upon notice provided to Franchisee, conduct the required local advertising on Franchisee's behalf, and shall bill Franchisee for any amounts expended on Franchisee's behalf.

9.1.4. Franchisor may provide Franchisee, from time to time, with local advertising, brand awareness and marketing materials, including without limitation newspaper mats, radio commercial tapes, merchandising materials, sales aids, special promotions and similar advertising and brand awareness campaigns at a reasonable price, plus handling. You must participate in all promotional programs and campaigns which we may establish from time to time. You must participate in a grand opening marketing program at or around the time you intend to open your Crushr business. We will provide you with marketing materials and sales support after you open your business as part of our Onboarding Training Fee.

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

9.1.6. Franchisee shall participate in all cooperative brand awareness programs as are from time to time prescribed by Franchisor. Franchisor may also require local cooperative brand awareness contributions of up to two percent (2%) of Franchisee's Gross Sales, but any cooperative brand awareness contributions will be credited against Franchisee's required local advertising expenditure (but not the payment of required Brand Fees). The terms and conditions required for participation in any such cooperative brand awareness program or programs shall be as specified in the Operations Manual.

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

10. STATEMENTS, RECORDS AND FEE PAYMENTS

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

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

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

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

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

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

11. COVENANTS

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

11.1.1. To use its best efforts in operating the Franchised Business and in recommending, promoting and encouraging patronage of all Crushr Businesses;

11.1.2. Not to engage, directly or indirectly, as an owner, operator, or in any managerial capacity in any Competing Business (as defined below) at or within a twenty-five (25)- mile radius of the Premises or the protected territory of any other System franchisees in operation.

11.2. In the event this Agreement is terminated, expires, or is not renewed, or if Franchisee or any of Franchisee's owners assigns or transfers its interest herein to any person or business organization (except pursuant to Article 12 hereof), then in such event Franchisee and any such owner covenants, for a period of two (2) years after such termination, expiration, non-renewal, transfer or assignment, not to engage, directly or indirectly, as an owner, operator, or in any managerial capacity, in any Competing Business at or within a twenty-five (25)- mile radius of the Premises or the protected territory of any other System franchisees in operation at the time of such termination, expiration, non-renewal, transfer or assignment.

11.3. During the Term of this Agreement and thereafter, Franchisee and each owner covenants not to communicate, directly or indirectly, nor to divulge to or use for its benefit or the benefit of any other person or legal entity, any trade secrets which are proprietary to Franchisor or any information, knowledge or know-how deemed confidential under Article 8 hereof, except as permitted by Franchisor. In the event of any termination, expiration or non- renewal of this Agreement, Franchisee agrees that it will never use Franchisor's confidential information, trade secrets, methods of operation or any proprietary components of the System in the design, development or operation of any Competing Business. Franchisee agrees that if it engages as an owner, operator or in any managerial capacity in any such business, it will assume the burden of proving that it has not used Franchisor's confidential information, trade secrets, methods of operation or any proprietary components of the System. The protection granted hereunder shall be in addition to and not in lieu of all other protections for such trade secrets and confidential information as may otherwise be afforded in law or in equity. In addition, we may require Franchisee to execute employee non-disclosure and non-competition agreements with its managers or other employees or agents with access to confidential materials or information, which shall prohibit competition by such persons during and for a period of two (2) years after termination of their employment with Franchisee in any Competing Business selling at or within a twenty-five (25)- mile radius of the Premises or the protected territory of any other System franchisees and which shall further prohibit disclosure by such parties to any other person or legal entity of any trade secrets or any other information, knowledge or know-how deemed confidential by Franchisor concerning the operation of the Franchised Business. The form of such employee non-disclosure agreements shall be subject to the prior written approval of Franchisor and shall also be for the benefit of Franchisor. Franchisor shall be a third-party beneficiary of such agreements and Franchisee shall not amend, modify or terminate any such agreement without Franchisor's prior written consent.

11.3.1. "Competing Business" means any business that offers (or grants franchises or licenses to others to operate a business that offers) mobile commercial on-site trash compacting services the same as or similar to those provided by System franchises or in which Franchisor's confidential information, trade secrets, methods of operation or any proprietary components could be used to the disadvantage of Franchisor or its other franchisees; provided, however, that the term "Competing Business" shall not apply to (a) any business operated under a franchise agreement with Franchisor, or (b) any business operated by a publicly held entity in which Franchisee or any owner or employee of Franchisee owns less than a five percent (5%) legal or beneficial interest.

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

12. TRANSFER AND ASSIGNMENT

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

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

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

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

12.2.1.2. The proposed Transfer is on commercially reasonable terms;

12.2.1.3. As of the effective date of the proposed Transfer, all obligations of Franchisee hereunder and under any other agreements between Franchisee and Franchisor are fully satisfied;

12.2.1.4. As of the effective date of the proposed Transfer, all obligations of the proposed transferee to the Franchisor under all other agreements of any kind between the proposed transferee and Franchisor are fully satisfied; and

12.2.1.5. As of the effective date of the proposed Transfer, Franchisor shall have forwarded to Franchisee its approval, granted in its reasonable business judgment, of the proposed Transfer to the proposed transferee, in accordance with the following provisions of this Article 12.

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

12.2.3. Franchisor may require, as a condition of its approval of any proposed Transfer, satisfaction of the additional requirements set forth in this Section 13.2 in the event Franchisee is a partnership or privately-held corporation and the proposed Transfer, alone or together with all other previous, simultaneous and/or proposed Transfers, would have the effect of reducing directly or indirectly to less than a majority of the percentage of equity and voting interest (as reasonably determined by Franchisor) owned in Franchisee, or in the event Franchisee is a natural person and the proposed Transfer, alone or together with other simultaneous or proposed Transfers, would have the effect of reducing directly or indirectly Franchisee's equity or voting interest as reasonably determined by Franchisor in the Franchised Business to less than a majority, or would result in a Transfer of control, meaning a change of the unrestricted power to direct the management and/or policies of Franchisee (including those related to payment of financial obligations and a Transfer of control with respect to a general partnership interest), directly or indirectly, whether through ownership of interests, by contract or otherwise. In computing the percentages of equity and voting interest owned in Franchisee for purposes of this Section 13.2, general partnership interests shall not be distinguished from limited partnership interests.

12.2.4. The requirements for all such Transfers under paragraph 13.2.3 are as follows:

12.2.4.1. Franchisee must request that Franchisor provide the prospective transferee with the Franchisor's current form of FDD, and a receipt for such document shall be delivered to Franchisor;

12.2.4.2. The proposed transferee must execute a new franchise agreement, namely, Franchisor's then-current form of a franchise agreement, which may contain terms and conditions substantially different from those in this Agreement, for an initial term equal to the time remaining in the Term of this Agreement as of the date of such transfer or, at Franchisor's discretion, an assumption agreement in lieu of a new franchise agreement, pursuant to which the proposed transferee assumes all obligations of the Franchisee under this Agreement;

12.2.4.3. Franchisee shall pay to Franchisor, together with the application for consent to the Transfer, the transfer fee of $10,000 the receipt of which is a condition precedent to the approval of the Transfer;

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

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

12.2.4.6. The transferee and/or its Designated Representative (as applicable) shall have completed, to Franchisor's satisfaction, the training then required by Franchisor.

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

12.3. Upon the death or mental or physical incapacity (as reasonably determined by an independent third party such as a licensed doctor or judicial authority) of any person with any direct or indirect interest in Franchisee and who has managerial responsibility for the operation of the Franchised Business, the executor, administrator, or personal representative of such person shall transfer such person's interest to a third party approved by Franchisor within six (6) months after the death or finding of incapacity. Such transfers shall be subject to the same conditions as any lifetime Transfer under Section 13.2. If the heirs or beneficiaries of any such person are unable to meet all of the conditions in Section 13.2 hereof, Franchisor may terminate this Agreement.

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

12.4.1.1. the transferee entity conducts no business other than the operation of the Crushr Business

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

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

12.4.1.4. All owners of a legal or beneficial interest in the transferee entity provide a personal guaranty of the transferee entity's obligations as the "Franchisee" under this Agreement.

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

12.4.1.6. Franchisor may require Franchisee to pay its reasonable costs associated with completing a transfer for convenience of ownership, but Franchisee shall not be required to pay Franchisor the $10,000 transfer fee set forth in Section 13.2.

13. DEFAULT AND TERMINATION

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

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

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

13.1.1.3. If Franchisee fails to commence operation of the Franchised Business as required by Article 7;

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

13.1.1.5. If there is any violation of any transfer and assignment provision contained in Article 12 of this Agreement;

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

13.1.1.7. If Franchisee or its Designated Owner or Designated Representative fails to complete to Franchisor's reasonable satisfaction any of the training required pursuant to Section 8.4 of this Agreement;

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

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

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

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

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

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

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

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

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

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

14. POST TERM OBLIGATIONS

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

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

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

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

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

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

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

15. INSURANCE

15.1. Franchisee shall, at its expense and no later than the beginning of operations of the Franchised Business as provided in Article 7, procure and maintain in full force and effect throughout the Term of this Agreement the types of insurance enumerated in the Operations Manual or otherwise in writing which shall be in such amounts as may from time to time be required by Franchisor and which shall designate Franchisor as an additional named insured, including, but not limited to, the following:

15.1.1. Employer's liability and workers' compensation insurance as prescribed by law; and

15.1.2. Comprehensive general liability insurance covering the operation of the Franchised Business, including owned and non-owned motor vehicle insurance and products liability insurance.

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

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

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

16. TAXES, PERMITS AND INDEBTEDNESS

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

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

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

17. INDEMNIFICATION AND INDEPENDENT CONTRACTOR

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

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

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

18.1. Whenever this Agreement requires, or Franchisee desires to obtain, Franchisor's approval, Franchisee shall make a timely written request. Unless a different time period is specified in this Agreement, Franchisor shall use commercially reasonable efforts to respond with its approval or disapproval within sixty (60) days of receipt of such request. If Franchisor has not specifically approved a request within such sixty (60)-day period, such failure to respond shall not be deemed approval of any such request.

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

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

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

19. ENFORCEMENT

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

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

19.3. If Franchisor secures any declaration, injunction or order of specific performance pursuant to Section 20.2 hereof, if any provision of this Agreement is enforced at any time by Franchisor or if any amounts due from Franchisee to Franchisor are, at any time, collected by or through an attorney at law or collection agency, Franchisee shall be liable to Franchisor for all costs and expenses of enforcement and collection including, but not limited to, court costs, expenses, and reasonable attorneys' fees.

20. NOTICES

20.1. Any notice required to be given hereunder shall be in writing and shall be either mailed by certified mail, return receipt requested or delivered by a recognized courier service, receipt acknowledged. Notices to Franchisee shall be addressed to it at the address listed in on Exhibit A to this Agreement. Notices to Franchisor shall be addressed to it at the address listed in Article 1 of this Agreement, Attention: K. Scott Dennison. Any notice complying with these provisions shall be deemed to be given three (3) days after mailing, or on the date of receipt, whichever is earlier. Each party shall have the right to designate any other address for such notices by giving notice in the foregoing manner, and in such event all notices to be mailed after receipt of such notice shall be sent to such other address.

21. GOVERNING LAW AND DISPUTE RESOLUTION

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

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

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

21.4. Injunctive Relief. Nothing in this Agreement will prevent Franchisor from seeking to obtain injunctive relief, without posting a bond, against threatened conduct that will cause Franchisor loss or damages, under the usual equity rules, including the applicable rules for obtaining restraining orders and preliminary and permanent injunctions. If injunctive relief is granted, Franchisee's only remedy will be the court's dissolution of the injunctive relief. If the injunctive relief was wrongfully issued, Franchisee expressly waives all claims for damages Franchisee incurred as a result of the wrongful issuance.

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

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

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

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

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

22. SEVERABILITY AND CONSTRUCTION

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

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

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

23. CONFIDENTIALITY

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

[SIGNATURE PAGE FOLLOWS]

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

Franchisor: SMASH BROTHERS, LLC	**Franchisee:** (*if entity)*
	________________________________ (Entity Name)
By: ________________________________	By: ________________________________
Name: ________________________________	Name: ________________________________
Title: ________________________________	Title: ________________________________
Date: _______________________________	Date: _______________________________
	If individuals:
	________________________________ [Signature]
	________________________________ [Print Name]
	________________________________ [Signature]
	________________________________ [Print Name]
	________________________________ [Signature]
	________________________________ [Print Name]
	________________________________ [Signature]
	________________________________ [Print Name]
	Date:________________________________

<u>**Exhibit A to Franchise Agreement**</u>

FRANCHISEE INFORMATION & PROTECTED TERRITORY

1. Effective Date: ____________________

2. Franchisee's Name(s): ____________________________________

3. Ownership of Franchise:

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

Name	Percentage Ownership
___________________________________	_______%
___________________________________	_______%
___________________________________	_______%

4. Designated Owner (Section 5.2): _______________________

5. Designated Representative (Section 5.2): ________________________

6. Franchise Fee (Section 6.1):

7. Franchisee's Address, Phone, and Email:

A.

P.

E.

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

Exhibit B to Franchise Agreement

PERSONAL GUARANTY OF OWNER/SHAREHOLDER

This Personal Guaranty and Assumption of Obligations (this "Guaranty") is given this ____ day of ________________________, by ____________________________________. In consideration of, and as an inducement to, the execution of that certain Area Development Agreement of even date herewith ("Franchise Agreement") by Smash Brothers, LLC ("Franchisor"), a Kentucky limited liability company, and ____, a ________________________________ ("Franchisee"), the undersigned hereby personally and unconditionally, jointly and severally: guaranties to Franchisor and its successors and assigns, for the Term of the Franchise Agreement and, including any renewal thereof, as provided in the Franchise Agreement, that Franchisee shall punctually pay and perform each and every undertaking, agreement and covenant stated in the Agreement and any documents, agreements, and instruments signed with or in connection with the Area Development Agreement (collectively, the "Franchise Documents"); and (2) agrees to be personally bound by, and personally liable for the breach of, each and every provision in the Franchise Documents applicable to the owners of Franchisee.

The undersigned waives:

1. acceptance and notice of acceptance by Franchisor of the foregoing undertakings;

2. notice of demand for payment of any indebtedness or nonperformance of any obligations hereby guarantied;

3. protest and notice of default to any party with respect to the indebtedness of non- performance of any obligations hereby guarantied;

4. any right the undersigned may have to require that an action be brought against Franchisee or any other person as a condition of liability;

5. any and all other notices and legal or equitable defenses to which the undersigned may be entitled;

The undersigned consents and agrees that:

1. the undersigned's direct and immediate liability under this Guaranty shall be joint and several with all signatories to this and similar guaranties of Franchisee's obligations;

2. the undersigned shall render any payment or performance required under the Franchise Agreement upon demand if Franchisee fails or refuses punctually to do so;

3. this Guaranty shall apply to any claims Franchisor may have due to return of any payments or property Franchisor may have received from Franchisee as a preference, fraudulent transfer or conveyance or the like in any legal proceeding;

4. such liability shall not be contingent or conditioned upon pursuit by Franchisor of any remedies against Franchisee or any other person; and

5. such liability shall not be diminished, relieved or otherwise affected by any extension of time, credit or other indulgence which Franchisor may from time to time grant to Franchisee or any other person,

including without limitation, the acceptance of any partial payment or performance, or the compromise or release of any claims, none of which in any way modify or amend this Guaranty, which shall be continuing and irrevocable during and after the terms of the Franchise Documents, as the same may be amended or renewed, until Franchisee's duties and obligations to Franchisor are fully discharged and satisfied.

All capitalized terms when used shall have the meanings ascribed to them in the Franchise Agreement. This Guaranty shall be governed, construed and interpreted in accordance with the substantive laws of the state where Franchisor has its principal place of business at the time a dispute arises, without giving effect to its conflicts of law principles.

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

GUARANTOR(S)

Signature ______________________________________

Print or Type Name ______________________________________

Date ______________________________________

Signature ______________________________________

Print or Type Name ______________________________________

Date ______________________________________

Signature ______________________________________

Print or Type Name ______________________________________

Date ______________________________________

Exhibit C to Franchise Agreement

FRANCHISEE ACKNOWLEGMENT/COMPLIANCE CERTIFICATION

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

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

As you know, you and we are entering into a Franchise Agreement for the operation of a Crushr® franchise. The purpose of this Compliance Certification is to determine whether any statements or promises were made to you that we have not authorized or that may be untrue, inaccurate or misleading, and to be certain that you understand the limitations on claims that may be made by you by reason of the offer and sale of the franchise and operation of your business. Please review each of the following questions carefully and provide honest responses to each question.

Acknowledgments and Representations*.

1. Did you receive a copy of our Disclosure Document at least 14 calendar days before signing the Franchise Agreement?

Y/N ______________________

2. Have you studied and reviewed carefully our Disclosure Document, Franchise Agreement and, if you are entering into an Area Development Agreement ("ADA"), the ADA?

Y/N ______________________

3. Is the name, address and phone number of any broker and each of our employees or representatives who was involved in offering you this franchise listed on the Disclosure Document receipt you signed (or on any updated receipt we provided to you)?

Y/N ______________________

4. Do you understand that the Franchise Agreement contains the entire agreement between you and us concerning the franchise, meaning that any prior oral or written statements not included in the Franchise Agreement or our Disclosure Document will not be binding?

Y/N ______________________

5. Do you understand that the success or failure of your business will depend in large part on your skills and experience, your business acumen, your location, the local market for products, interest rates, the economy, inflation, the number of employees you hire and their compensation, competition and other economic and business factors?

Y/N ______________________

6. Do you understand that that the franchise granted is for the right to operate the Franchised Business in the Territory set forth in your Franchise Agreement or Area Development Agreement (if applicable), and that we and our affiliates have the right to, among other rights, issue franchises or operate competing businesses for or at locations, as we determine, outside of your Territory using any trademarks and inside your Territory using any trademarks other than the Crushr® Trademark?

Y/N ______________________

7. Do you understand that you are bound by the non-compete covenants (both in-term and post-term) listed in your Franchise Agreement and that an injunction is an appropriate remedy to protect the interests of the Crushr® system if you violate the covenant(s)? Further, do you understand that the term "you" for purposes of the non-compete covenants is defined broadly, such that any actions in violation of the covenants by those holding any interest in the franchisee entity may result in an injunction, default and termination of the Franchise Agreement?

Y/N ______________________

8. Was any oral, written or visual claim or representation made to you which contradicted the disclosures in the Disclosure Document?

Y/N ______________________

9. Except as stated in Item 19 of our Disclosure Document, was any oral, written or visual claim or representation made to you which stated, suggested, predicated or projected your sales, income or profit levels?

Y/N ______________________

10. Except as stated in Item 19 of our Disclosure Document, was any oral, written or visual claim or representation made to you which stated, suggested, predicated or projected the sales, income or profit levels for any Crushr® business?

Y/N ______________________

11. Except as stated in Item 19 of our Disclosure Document, did any employee or other person speaking on our behalf make any statement or promise regarding the costs involved in operating a franchise that is not contained in the Disclosure Document or that is contrary to or different from the information in the Disclosure Document?

Y/N ______________________

If you answered "no" on any of Questions 1-7, please provide us detailed information in the space provided on the next page as to why you selected "no".

If you answered "yes" on any of Questions 8-11, please provide us detailed information in the space provided on the next page as to why you selected "yes".

Explanation of Response:

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

<u>NOTE</u>: IF THE FRANCHISEE IS A CORPORATION, PARTNERSHIP, LIMITED LIABILITY COMPANY OR OTHER ENTITY, AN OFFICER AND EACH OF ITS PRINCIPAL OWNERS MUST EXECUTE THIS ACKNOWLEDGMENT.

Signed: ________________________________	Signed: ______________________________
Print Name: ____________________________	Print Name: ___________________________
Date: _________________________________	Date: ________________________________
Signed: ________________________________	Signed: ______________________________
Print Name: ____________________________	Print Name: ___________________________
Date: _________________________________	Date: ________________________________

Accepted on behalf of Franchisor:

By:

Name:

Title:

Date:

*Such representations are not intended to, nor shall they, act as a release, estoppel or waiver of any liability incurred under the Illinois Franchise Disclosure Act or under the Maryland Franchise Registration and Disclosure Law.

EXHIBIT C

AREA DEVELOPMENT AGREEMENT

AREA DEVELOPMENT AGREEMENT

between

SMASH BROTHERS, LLC
d/b/a Crushr®

and

____

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SMASH BROTHERS, LLC d/b/a Crushr®

AREA DEVELOPMENT AGREEMENT

THIS AGREEMENT (this **"Agreement"**) is made and entered into as of the date set forth on Appendix A of this Agreement (the **"Effective Date"**) (Appendix A and all appendices and schedules attached to this Agreement are hereby incorporated by this reference) between Smash Brothers, LLC, a Kentucky limited liability company doing business as Crushr® ("**Franchisor**," "**we**," "**us**" or "**our**") and the person or entity identified on Appendix A as the franchisee (**"Franchisee"** or "**you**") with its principal place of business as set forth on Appendix A.

RECITALS

A. We and you have entered into a certain Franchise Agreement dated the same date as this Agreement (the **"Initial Franchise Agreement"**), in which we have granted you the right to establish and operate one Crushr business within the protected territory set forth in the Initial Franchise Agreement (a **"Crushr Business"**).

B. We desire to grant to you the exclusive right to establish and operate a specified number of Crushr Businesses within a specified geographical area in accordance with a development schedule.

C. If you are a corporation, limited liability company, partnership, or other entity (collectively, an **"Entity"**), all of your owners of a legal and/or beneficial interest in the Entity (the **"Owners"**) are listed on Appendix A of this Agreement.

D. You desire to establish and operate additional Crushr Businesses upon the terms and conditions contained in our then-current standard franchise agreements (a **"Franchise Agreement,"**).

NOW, THEREFORE, for and in consideration of the foregoing premises and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Grant of Development Rights and Development Area.

Subject to the terms and conditions of this Agreement, we grant to you the right, and you undertake the obligation, to establish and operate in the area designated on Appendix A to this Agreement (the **"Development Area"**) the number of Crushr Businesses specified in the development schedule in Appendix A (the **"Development Schedule"**). This Agreement does not grant you any right to use the Marks (as defined in your Initial Franchise Agreement) or the System (as defined in your Initial Franchise Agreement). Rights to use the Marks and the System are granted only by the Franchise Agreements.

2. Fees.

Upon execution of this Agreement, you must pay us a development fee in the amount specified on Appendix A (the **"Development Fee"**), which is based on the initial franchise fee you must pay for each Crushr Business that you develop (the **"Franchise Fee,"** which is also specified on Appendix A). The Development Fee will be credited towards 100% of the Franchise Fee due under the Franchise Agreement for each Crushr Business that you develop pursuant to this Agreement, including the Initial Franchise Agreement. The Development Fee is fully earned by us when we and you sign this Agreement and is non-refundable, even if you do not comply with the Development Schedule.

3. Development Schedule.

3.1 Deadlines. You must enter into Franchise Agreements and open and operate Crushr Businesses in accordance with the deadlines set forth in the Development Schedule. By each **"Opening Deadline"**

specified in the Development Schedule, you must have the specified number of Crushr Businesses open and operating. For each additional Crushr Business you are required to open, you will execute our then-current form of Franchise Agreement no later than three (3) business days after we notify you that an installed vehicle with a Mobile Pulverizer is available for shipment to you for the particular Crushr Business. Prior to opening additional Crushr Businesses in your Development Area you must: (i) possess sufficient financial and organizational capacity to develop, open, operate, and manage each additional Crushr Business in our reasonable judgment; (ii) be in full compliance with all brand requirements at any existing Crushr Businesses you operate; and (iii) be in compliance with any Franchise Agreement or any other agreement entered into with us.

3.2 **<u>Damaged Mobile Pulverizers</u>.** If a Mobile Pulverizer is destroyed or damaged by any cause beyond your control such that it may no longer continue to be utilized for the operation of a particular Crushr Business, you must immediately give us notice of such destruction or damage (**"Destruction Event"**). You must diligently work to repair and restore the Mobile Pulverizer as soon as possible to resume operation of your Crushr Business. If a Crushr Business is closed due to a Destruction Event, the Crushr Business will continue to be deemed "in operation" for the purpose of this Agreement for up to 30 days after the Destruction Event occurs. If a Crusher Business (i) is closed in a manner other than those described in this Section 3.2 or as otherwise agreed by us in writing or (ii) fails to reopen within 30 days after a Destruction Event, then we may exercise our rights under Section 6.2 (Our Remedies). In the event a Mobile Pulverizer is completely destroyed or otherwise incapable of being repaired following a Destruction Event, we will not exercise the remedies set forth under Section 6.2 *<u>provided, that</u>* (a) within the 30 days after the Destruction Event you have made arrangements with us or our designated supplier to obtain a new Mobile Pulverizer for use in your Crushr Business; and (b) you are open and operating your Crushr Business in the protected territory within ninety (90) days of the Destruction Event.

4. **<u>Development Area</u>.**

4.1 **<u>Development Area</u>.** Except as provided in this Section 4.1, while this Agreement is in effect, provided that you open and operate the Crushr Businesses in accordance with the Development Schedule and the minimum number of Crushr Businesses that you have open and operating in the Development Area at any given time is not less than the minimum required pursuant to the Development Schedule, we will not operate, or license any person other than you to operate, a Crushr Business under the Marks (as defined in your Initial Franchise Agreement) and the System (as defined in your Initial Franchise Agreement) within the Development Area. Each Crushr Business you open will be granted a protected territory as set forth in the individual Franchise Agreement for that Crushr Business. This Agreement does not give you the right open or operate in any portions of the Development Area until you have signed a new Franchise Agreement which includes that portion of the Development Area as your protected territory.

4.2 **<u>No Other Restriction On Us</u>.** Except as expressly provided in Section 4.1 or any other agreement between the parties, we and our affiliates retain the right, in our sole discretion, to conduct any business activities, under any name, in any geographic area, and at any location, regardless of the proximity to or effect on your Crushr Business. For example, we and our affiliates have the right to:

(a) Establish or license franchises and/or company-owned Crushr or other facilities or businesses offering similar or identical products, services, and classes and using the System or elements of the System (i) under the Marks anywhere outside of the Development Area or (ii) under names, symbols, or marks other than the Marks anywhere, including inside and outside of the Development Area;

(b) Sell or offer, or license others to sell or offer, any products or services using the Marks or other marks through any alternative distribution channels, including, without limitation, through e-commerce, in retail stores, via recorded media, via online videos, or via broadcast media, anywhere, including inside and outside of the Development Area;

(c) Advertise, or authorize others to advertise anywhere, using the Marks;

(d) Acquire, be acquired by, or merge with other companies with existing mobile commercial trash compacting, businesses, and/or Crushr Businesses anywhere (including inside or outside of the Development Area) and, even if such businesses are located in the Development Area, (i) convert the other businesses to the Crushr® name, (ii) permit the other businesses to continue to operate under another name, and/or (iii) permit the businesses to operate under another name and convert existing Crusher Businesses to such other name; and

(e) Engage in any other activity, action or undertaking that we are not expressly prohibited from taking under this Agreement.

5. Term.

This Agreement expires at midnight on the last Opening Deadline date listed on the Development Schedule, unless this Agreement is terminated sooner as provided in other sections of this Agreement.

6. Termination.

6.1 Events of Default. Any one or more of the following constitutes an **"Event of Default"** under this Agreement:

(a) You fail to have open and operating the minimum number of Crushr Businesses specified in the Development Schedule by any Opening Deadline specified in the Development Schedule;

(b) An Event of Default occurs under any Franchise Agreement, resulting in the termination of such Franchise Agreement; or

(c) You breach or otherwise fail to comply fully with any other provision contained in this Agreement.

6.2 Our Remedies. If any Event of Default occurs under Section 6.1, we may, at our sole election: (i) declare this Agreement and any and all other rights granted to you under this Agreement to be immediately terminated and of no further force or effect; (ii) terminate any exclusive or territorial rights that you may have within the Development Area or otherwise under this Agreement; and/or (iii) exercise any other remedy we may have in law or equity as a result of an Event of Default hereunder. Upon termination of this Agreement for any other reason whatsoever, we will retain the Development Fee and you will not be relieved of any of your obligations, debts, or liabilities hereunder, including without limitation any debts, obligations, or liabilities which have accrued prior to such termination. All rights and remedies of the parties hereto shall be cumulative and not alternative, in addition to and not exclusive of any other rights or remedies which are provided for herein or which may be available at law or in equity in case of any breach, failure or default or threatened breach, failure or default of any term, provision or condition of this Agreement. The rights and remedies of the parties hereto shall be continuing and shall not be exhausted by any one or more uses thereof, and may be exercised at any time or from time to time as often as may be expedient; and any option or election to enforce any such right or remedy may be exercised or taken at any time and from time to time. Notwithstanding anything to the contrary herein, a termination of this Agreement resulting from your failure to open and thereafter operate Crushr Businesses in accordance with the Development Schedule will not, in itself, constitute cause for us to terminate any previously executed Franchise Agreement in effect at the time of such termination.

7. Assignment; Our Right of First Refusal.

7.1 Rights Personal to You. This Agreement and the rights granted to you under this Agreement are personal to you and neither this Agreement, nor any of the rights granted to you hereunder nor any controlling equity interest in you may be voluntarily or involuntarily, directly or indirectly, by operation of law or otherwise, assigned or otherwise transferred, given away, or encumbered by you without our prior written approval, which we may grant or withhold for any or no reason.

7.2 Our Right of First Refusal.

(a) If you receive, and desire to accept, from a third party a bona fide offer to transfer any of your rights in this Agreement, you shall promptly notify us in writing and send us an executed copy of the contract of transfer. We shall have the right and option, exercisable within thirty (30) days after actual receipt of such notification or of the executed contract of transfer which shall describe the terms of the offer, to send written notice to you that we intend to purchase your interest on the same terms and conditions offered by the third party.

(b) Closing on the purchase must occur within sixty (60) days from the date of notice by us to you of our election to purchase. If we elect not to accept the offer within the thirty (30) day period, you shall have a period not to exceed sixty (60) days to complete the transfer subject to our approval of the third party transferee of your rights, which may be withheld in our sole discretion. Any material change in the terms of any offer before closing shall constitute a new offer subject to the same rights of first refusal by us as in the case of an initial offer.

(c) Our failure or refusal to exercise the option afforded by this Section 7 shall not constitute a waiver of any other provision of this Agreement.

(d) If the offer from a third party provides for payment of consideration other than cash or involves certain intangible benefits, we may elect to purchase the interest proposed to be sold for the reasonable cash equivalent, or any publicly-traded securities, including its own, or intangible benefits similar to those being offered. If the parties cannot agree within a reasonable time on the reasonable cash equivalent of the non-cash part of the offer, then such amount shall be determined by an independent appraiser designated by us, and such appraiser's determination shall be binding.

7.3 Our Rights to Assign Unrestricted. We may assign this Agreement or any ownership interests in us without restriction.

8. Incorporation of Other Terms.

Section 11 (Covenants), Section 14 (Post Term Obligations), Section 17 (Indemnification and Independent Contractor), Section 18 (Written Approval, Waivers, Forms of Agreement and Amendment), Section 19 (Enforcement), Section 20 (Notices) Section 21 (Governing Law and Dispute Resolution), Section 22 (Severability and Construction), and Section 23 (Confidentiality) of the Initial Franchise Agreement are incorporated by reference in this Agreement and will govern all aspects of our relationship and the construction of this Agreement as if fully restated within the text of this Agreement.

9. Miscellaneous. Capitalized terms used and not otherwise defined in this Agreement shall have the meanings set forth in the Initial Franchise Agreement. This Agreement, together with the Initial Franchise Agreement, supersedes all prior agreements and understandings, whether oral and written, among the parties relating to its subject matter, and there are no oral or other written understandings, representations, or agreements among the parties relating to the subject matter of this Agreement. Notwithstanding the foregoing, nothing in this Agreement shall disclaim or require you to waive reliance on any representations that we made in the most recent Franchise Disclosure Document that we delivered to you or your representatives. This Agreement shall not be binding on either party until it is executed by both parties. This Agreement may be signed in multiple counterparts, but all such counterparts together shall be considered one and the same instrument. The provisions of this Agreement may be amended or modified only by written agreement signed by the party to be bound.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of the undersigned has executed this Agreement under seal as of the Effective Date.

FRANCHISOR
SMASH BROTHERS, LLC
d/b/a CRUSHR

By:____________________________________

Name:__________________________________

Title:__________________________________

Date:__________________________________

FRANCHISEE
(IF ENTITY):

____
[Name]

By:____________________________________

Name:__________________________________

Title:__________________________________

Date:__________________________________

(IF INDIVIDUALS):

Signature: ______________________________

Print Name: _____________________________

Date: _____________________________

Signature: ______________________________

Print Name: _____________________________

Date: _____________________________

Signature: ______________________________

Print Name: _____________________________

Date: _____________________________

Signature: ______________________________

Print Name: _____________________________

Date: _____________________________

APPENDIX A
TO THE
DEVELOPMENT AGREEMENT

FRANCHISEE-SPECIFIC TERMS

1. **Effective Date (First Paragraph):** ____________________

2. **Franchisee's Name:** ____

3. **Franchisee's State of Organization** *(if applicable):* ______________________________

4. **Development Area (Section 1):**

   [provide list of counties or zip codes which make up the Development Area] [attach map if necessary]

5. **Total Development Fee (Section 2):** $___________________ .

6. **Franchise Fee for each Crushr Business enter developed pursuant to this Development Agreement (Section 2):** $________________

7. **Development Schedule (Section 3)**: You agree to establish and operate a total of _______ Crushr Businesses within the Development Area during the term of this Agreement. The Crushr Businesses must be open and operating in accordance with the following Development Schedule:

MINIMUM NUMBER OF CRUSHR BUSINESSES The Minimum Number of Crushr Businesses Open and Operating by Each Opening Deadline	**OPENING DEADLINE** Deadline for Having the Minimum Number of Crushr Businesses Open and Operating
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
	________________________ (the Expiration Date of the Agreement)

8. Ownership of Franchisee (Recital C): If the franchisee is an Entity, the following persons constitute all of the owners of a legal and/or beneficial interest in the franchisee:

Name	Percentage Ownership
	%
	%
	%
	%

9. Other Terms:

Signature Page for Appendix A (Franchisee-Specific Terms)

FRANCHISOR
SMASH BROTHERS, LLC
d/b/a Crushr

By:____________________________________

Name:__________________________________

Title:___________________________________

Date:___________________________________

FRANCHISEE
(IF ENTITY):

____
[Name]

By:____________________________________

Name:__________________________________

Title:___________________________________

Date:___________________________________

(IF INDIVIDUALS):

Signature: ______________________________

Print Name: _____________________________

Date: ______________________________

Signature: ______________________________

Print Name: _____________________________

Date: ______________________________

Signature: ______________________________

Print Name: _____________________________

Date: ______________________________

Signature: ______________________________

Print Name: _____________________________

Date: ______________________________

APPENDIX B TO THE
DEVELOPMENT AGREEMENT

PERSONAL GUARANTY OF OWNER/SHAREHOLDER

This Personal Guaranty and Assumption of Obligations (this "Guaranty") is given this ____________________________, by ______________________________________.

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

The undersigned waives:

1. acceptance and notice of acceptance by Franchisor of the foregoing undertakings;

2. notice of demand for payment of any indebtedness or nonperformance of any obligations hereby guarantied;

3. protest and notice of default to any party with respect to the indebtedness of non-performance of any obligations hereby guarantied;

4. any right the undersigned may have to require that an action be brought against Franchisee or any other person as a condition of liability;

5. any and all other notices and legal or equitable defenses to which the undersigned may be entitled;

The undersigned consents and agrees that:

1. the undersigned's direct and immediate liability under this Guaranty shall be joint and several with all signatories to this and similar guaranties of Franchisee's obligations;

2. the undersigned shall render any payment or performance required under the Agreement upon demand if Franchisee fails or refuses punctually to do so;

3. this Guaranty shall apply to any claims Franchisor may have due to return of any payments or property Franchisor may have received from Franchisee as a preference, fraudulent transfer or conveyance or the like in any legal proceeding;

4. such liability shall not be contingent or conditioned upon pursuit by Franchisor of any remedies against Franchisee or any other person; and

5. such liability shall not be diminished, relieved or otherwise affected by any extension of time, credit or other indulgence which Franchisor may from time to time grant to Franchisee or any other person, including without limitation, the acceptance of any partial payment or

performance, or the compromise or release of any claims, none of which in any way modify or amend this Guaranty, which shall be continuing and irrevocable during and after the terms of the Franchise Documents, as the same may be amended or renewed, until Franchisee's duties and obligations to Franchisor are fully discharged and satisfied.

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

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

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

GUARANTOR(S)

Signature ______________________________________

Print or Type Name ______________________________________

Date ______________________________________

Signature ______________________________________

Print or Type Name ______________________________________

Date ______________________________________

Signature ______________________________________

Print or Type Name ______________________________________

Date ______________________________________

EXHIBIT D

STATE SPECIFIC ADDENDA AND RIDERS

CALIFORNIA ADDENDUM TO DISCLOSURE DOCUMENT

OUR WEBSITE (www.dumpstercrusher.com) HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENTS OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION AT: www.dfpi.ca.gov

Registration of this franchise does not constitute approval, recommendation, or endorsement by the Commissioner.

Each owner of the franchise is required to execute a personal guaranty. Doing so could jeopardize the marital assets of non-owner spouses domiciled in community property states such as California.

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

ITEM 3 – LITIGATION

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

ITEM 6 – OTHER FEES

1. The maximum interest allowed by law in California is 10% annually.

ITEM 17 - RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

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

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

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

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

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

6. The franchise agreement may require the franchisee to execute a general release of claims upon execution of the franchise agreement. California corporations code section 31512 voids a waiver of your rights under the franchise investment law (California Corporations Code sections

31000 through 31516). Business and professions code section 20010 voids a waiver of your rights under the franchise relations act (business and professions code sections 20000 through 20043).

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

8. THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE OFFERING CIRCULAR 14 DAYS PRIOR TO EXECUTION OF AGREEMENT.

9. The Franchise Agreement and Area Development Agreement require binding arbitration. The arbitration will occur in Kentucky. If we are the substantially prevailing party, we will be entitled to recover reasonable attorney's fees and litigations costs and expenses in connection with the arbitration. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5 Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

Pursuant to California Corporations Code Section 31512.1, any provision of a franchise agreement, franchise disclosure document, acknowledgement, questionnaire, or other writing, including any exhibit thereto, disclaiming or denying any of the following shall be deemed contrary to public policy and shall be void and unenforceable:

i. Representations made by the franchisor or its personnel or agents to a prospective franchisee;
ii. Reliance by a franchisee on any representations made by the franchisor or its personnel or agents;
iii. Reliance by a franchisee on the franchise disclosure document, including any exhibit thereto;
iv. Violations of any provision of this division.

Franchisees must sign a personal guaranty, making you and your spouse individually liable for your financial obligations under the agreement if you are married. The guaranty will place your and your spouses marital and personal assets at risk, perhaps including your house, if your franchise fails

The registration of this franchise offering by the California Department of Financial Protection and Innovation does not constitute approval, recommendation, or endorsement by the commissioner.

ILLINOIS ADDENDUM TO DISCLOSURE DOCUMENT

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

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

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

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

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 and 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.

For franchises and franchisees/developers subject to the Illinois Franchise Disclosure Act, the following information replaces, supplements, and/or otherwise amends, as the case may be, the corresponding disclosures in the main body of the text of the Smash Brothers, LLC d/b/a Crushr® Franchise Disclosure Document:

INDIANA ADDENDUM TO DISCLOSURE DOCUMENT

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

1. The Franchise Agreement and Development Agreement will be governed by Indiana law, Venue for litigation will not be limited to a venue outside of the State of Indiana, as specified in the Franchise Agreement and Development Agreement.

2. The prohibition by Indiana Code 23-2-2.7-1 (7) against unilateral termination of the franchise without good cause or in bad faith, good cause being defined therein as a material breach of the Franchise Agreement, shall supersede any conflicting provisions of the Franchise Agreement and the Development Agreement in the State of Indiana to the extent they may be inconsistent with such prohibition.

3. No release language set forth in the Franchise Agreement or Development Agreement will relieve us or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of Indiana.

4. The post-termination non-competition covenants set forth in the Franchise Agreement and Development Agreement shall be limited in time to a maximum of three (3) years and in geographic scope to the designated territory granted by the Agreement.

5. Nothing in the Franchise Agreement or Development Agreement will relieve us or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of Indiana, and the laws of the State of Indiana supersede any conflicting choice of law provisions set forth herein if such provision is in conflict with Indiana law.

6. You will not be required to indemnify us and the other Indemnities for any liability caused by your proper reliance on or use of procedures or materials provided by us or caused by our negligence.

7. If we receive any payments related to purchases from you that we do not pass on in full to the supplier, we will promptly account for the amount of the payment that we retained and we will transmit the retained amount to you.

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 and 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 DISCLOSURE DOCUMENT

For franchises and franchisees/developers subject to the Maryland Franchise Registration and Disclosure Law, the following information replaces, supplements, and/or otherwise amends, as the case may be, the corresponding disclosures in the main body of the text of the Smash Brothers, LLC d/b/a Crushr® Franchise Disclosure Document:

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 and 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.

Item 17 - RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

1. Any general release required as a condition of renewal, sale and/or assignment or transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

2. A franchisee may sue in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law. Any claims arising under the Maryland Franchise Registration and Disclosure Laws must be brought within three years after the grant of the franchise.

3. The provision in the Franchise Agreement which provides for termination upon bankruptcy of the franchisee may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101 et seq.).

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

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

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

(b) A requirement that a franchisee assent to a release, assignment, novation, waiver or estoppel which deprives 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 of 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 or 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 service.

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

ANY QUESTIONS REGARDING THIS NOTICE SHOULD BE DIRECTED TO THE OFFICE OF THE ATTORNEY GENERAL, CONSUMER PROTECTION DIVISION, ATTN.: FRANCHISE, 670 LAW BLDG., LANSING, MICHIGAN 48913, (517) 373-7117.

INFORMATION REQUIRED BY THE STATE OF MINNESOTA

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

1. We will protect your right to use the trademarks, service marks, trade names, logotypes or other commercial symbols and/or indemnify you from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the same.

2. Minn. Stat. §80C.21 and Minn. Rule 2860.4400J prohibit the Franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring you to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the disclosure document or agreement(s) can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum or remedies provided for by the laws of the jurisdiction.

3. No release language set forth in the Franchise Agreement or Development Agreement will relieve us or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of Minnesota.

4. Minnesota law provides franchisees with certain termination and non-renewal rights. Minnesota Statutes, Section 80C.14, subdivisions 3, 4, and 5 require, except in certain specified cases, that you be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for nonrenewal of the Franchise Agreement or Development Agreement.

5. Under the terms of the Franchise Agreement and Development Agreement, as modified by the Minnesota Addendum to the Franchise Agreement, you agree that if you engage in any non-compliance with the terms of the Franchise Agreement or unauthorized or improper use of the System Marks, or Proprietary Materials during or after the period of the Agreements, we will be entitled to seek both temporary and permanent injunctive relief against you from any court of competent jurisdiction, in addition to all other remedies which we may have at law, and you consent to the seeking of these temporary and permanent injunctions.

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 and 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.

NEW YORK ADDENDUM TO DISCLOSURE DOCUMENT
NOTICE TO PROSPECTIVE FRANCHISEES IN THE STATE OF NEW YORK

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

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SERVICES OR INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THIS FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE APPROPRIATE STATE OR PROVINCIAL AUTHORITY. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

2. The following is added at the end of Item 3:

Except as provided above, with regard to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

A. No such party has an administrative, criminal or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations.

B. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.

C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10-year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective 1 Rev. March 17, 2021 injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

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

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687(4) and 687(5) be satisfied.

4. The following language replaces the "Summary" section of ltem 17(d), titled "**Termination by franchisee**": You may terminate the agreement on any grounds available by law.

5. The following is added to the end of the "Summary" section of ltem 17(v), titled **"Choice of forum",** and Item l 7(w), titled **"Choice of Law":**

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

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 and 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.

NORTH DAKOTA ADDENDUM TO DISCLOSURE DOCUMENT

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

1. Item 17(c) "**Requirements for Franchisee to Renew or Extend**" of the Disclosure Document is amended to provide as follows: "Any provision in the Franchise Agreement which requires the franchisee to sign a general release upon renewal of the Franchise Agreement is unfair, unjust or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law."

2. Item 17(r) "**Non-competition Covenants**" of the Disclosure Document is amended to provide as follows: "Any provision in the Franchise Agreement restricting competition is contrary to Section 9-08-06 of the North Dakota Century Code, without further disclosing that such covenants may be subject to this statute, are unfair, unjust or inequitable within the intent of Section 51-09-09 of the North Dakota Franchise Investment Law".

3. Item 17(u) "**Dispute Resolution**" of the Disclosure Document is amended to provide as follows: "Any provision in the Franchise Agreement which provides that the parties agree to an arbitration or mediation of disputes which place at a location that is remote from the site of Franchisee's business is unfair, unjust or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law."

4. Item 17(u) "**Dispute Resolution**" of the Disclosure Document is amended to provide as follows: "Any provision of the Franchise Agreement which requires the franchisee to consent to a waiver of exemplary and punitive damages has been determined to be unfair, unjust, and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law."

4. Item 17(v) "**Venue**" of the Disclosure Document is amended to provide as follows: "Any provision in the Franchise Agreement which designates jurisdiction or venue or requires the Franchisee to agree to jurisdiction or venue in a forum outside of North Dakota is void with respect to any cause of action which is otherwise enforceable in North Dakota."

5. Item 17(w) "**Governing Law**" is amended to provide as follows: "Any provision in the Franchise Agreement requiring that the Franchise Agreement be construed according to the laws of a state other than North Dakota is unfair, unjust or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law."

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 and 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.

RHODE ISLAND ADDENDUM TO DISCLOSURE DOCUMENT

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

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 and 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.

ITEM 17 - RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

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

VIRGINIA ADDENDUM TO DISCLOSURE DOCUMENT

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

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 and 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.

Additional Disclosure: The following statements are added to Item 17

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

WASHINGTON ADDENDUM TO DISCLOSURE DOCUMENT

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

Section 7.2.5 of the Franchise Agreement is modified to clarify that pursuant to the requirement in RCW 19.100.180(2)(j) that Franchisor may only terminate the Franchise Agreement for good cause.

Section 17.1 of the Franchise Agreement is modified to exclude Franchisor's gross negligence or willful misconduct from the Franchisee's indemnification.

Sections 21.2 and 21.9 of the Franchise Agreement are modified to comply with RCW 19.100.180, to the extent that in the event of a dispute between Franchisor and Franchisee, the prevailing party shall be entitled to seek attorneys' fees and costs.

Section 21.7 of the Franchise Agreement does not apply to Washington franchisees.

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

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

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

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

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

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

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 and 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.

CALIFORNIA ADDENDUM TO FRANCHISE AGREEMENT AND AREA DEVELOPMENT AGREEMENT

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

FRANCHISEE	FRANCHISOR:
______________________________	______________________________
By: ______________________________	By: ______________________________
Name: ____________________________	Name: ____________________________
Title: _____________________________	Title: _____________________________
Date: ________________________________	Date: _____________________________

INDIANA ADDENDUM TO FRANCHISE AGREEMENT AND AREA DEVELOPMENT AGREEMENT

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

1. The Franchise Agreement and Development Agreement will be governed by Indiana law, Venue for litigation will not be limited to a venue outside of the State of Indiana, as specified in the Franchise Agreement and Development Agreement.

2. The prohibition by Indiana Code 23-2-2.7-1 (7) against unilateral termination of the franchise without good cause or in bad faith, good cause being defined therein as a material breach of the Franchise Agreement, shall supersede any conflicting provisions of the Franchise Agreement and the Development Agreement in the State of Indiana to the extent they may be inconsistent with such prohibition.

3. No release language set forth in the Franchise Agreement or Development Agreement will relieve us or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of Indiana.

4. The post-termination non-competition covenants set forth in the Franchise Agreement and Development Agreement shall be limited in time to a maximum of three (3) years and in geographic scope to the designated territory granted by the Agreement.

5. Nothing in the Franchise Agreement or Development Agreement will relieve us or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of Indiana, and the laws of the State of Indiana supersede any conflicting choice of law provisions set forth herein if such provision is in conflict with Indiana law.

6. You will not be required to indemnify us and the other Indemnities for any liability caused by your proper reliance on or use of procedures or materials provided by us or caused by our negligence.

7. If we receive any payments related to purchases from you that we do not pass on in full to the supplier, we will promptly account for the amount of the payment that we retained and we will transmit the retained amount to you.

8. This Addendum will only have effect if the Franchise Agreement, Development Agreement, and/or the relationship between you and the Franchisor satisfy all of the jurisdictional requirements of the Indiana Franchise Act and the Indiana Deceptive Franchise Practices Act, without considering this Addendum. Except as modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

FRANCHISEE	FRANCHISOR:
______________________________	______________________________
By: ___________________________	By: ___________________________
Name: _________________________	Name: _________________________
Title: __________________________	Title: __________________________
Date: __________________________	Date: __________________________

ILLINOIS ADDENDUM TO FRANCHISE AGREEMENT AND AREA DEVELOPMENT AGREEMENT

This Addendum amends the Franchise Agreement and/or Development Agreement dated ______________________ between _______________________, a _____________ limited liability company, ("Franchisor") and _________________________, a ________ ____________ ("Franchisee" or "your").

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

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

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

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

This Addendum will only have effect if the Franchise Agreement, Development Agreement, and/or the relationship between you and the Franchisor satisfy all of the jurisdictional requirements of the Illinois Franchise Disclosure Act, without considering this Addendum. Except as modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

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 and 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.

Agreed to by:

FRANCHISEE:	FRANCHISOR:
________________________________	___________________________
By: _____________________________	By: _____________________________
Name: ___________________________	Name: ___________________________
Title: ____________________________	Title: ____________________________
Date: __________________________________	Date: ____________________________

MARYLAND ADDENDUM TO FRANCHISE AGREEMENT AND DEVELOPMENT AGREEMENT

In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law, the parties to the attached Smash Brothers, LLC d/b/a Crushr® Franchise Agreement and Development Agreement agree that such agreements are hereby amended as follows:

With respect to franchisor's right to terminate you upon your bankruptcy as set forth in the Franchise Agreement and the Development Agreement, termination of the Franchise Agreement or Development Agreement for this reason may not be enforceable under federal bankruptcy (11 U.S.C. 101 et. Seq.).

Any general release required by the terms and conditions of the Franchise Agreement as a condition of renewal, assignment or transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

Notwithstanding anything to the contrary in the Franchise Agreement or Development Agreement, the Maryland Franchise Registration and Disclosure Law prohibits the Franchisor from precluding the Franchisee from initiating litigation against the Franchisor in Maryland. Accordingly, the Franchise Agreement and Development Agreement are hereby modified to provide that the Franchisee may initiate litigation or sue in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

This Addendum will only have effect if the Franchise Agreement, Development Agreement, and/or the relationship between you and the Franchisor satisfy all of the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law, without considering this Addendum. Except as modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

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 and 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 undersigned does hereby acknowledge receipt of this addendum.

FRANCHISEE:	FRANCHISOR:
________________________________	________________________________
By: ______________________________	By: ______________________________
Name: ____________________________	Name: ____________________________
Title: _____________________________	Title: _____________________________
Date: _____________________________	Date: _____________________________

MINNESOTA ADDENDUM TO THE FRANCHISE AGREEMENT AND AREA DEVELOPMENT AGREEMENT

In recognition of the Minnesota Franchise Law, Minn. Stat. §§ 80C.01-80C.22 and the Rule and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce, the parties agree to modify the Franchise Agreement and Area Development Agreement as follows:

1. Releases.

Notwithstanding anything to the contrary set forth in this Agreement, the 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 foregoing shall not bar the voluntary settlement of disputes.

2. Term and Successor Franchise Agreement, Default and Termination.

Notwithstanding anything to the contrary set forth in this Agreement, 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.

Franchisor will protect your right to use the trademarks, service marks, trade names, logotypes or other commercial symbols and/or indemnify you from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the same provided that your use is in accordance with the requirements of the Franchise Agreement and the System..

4. Time Limit on Filing.

Notwithstanding anything to the contrary set forth in this Agreement, any claim or action arising out of or relating to the Minnesota Franchise 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.

Nothing in this Agreement will abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum or remedies provided for by the laws of the jurisdiction, including the right to submit matters to the jurisdiction of the courts in Minnesota. Minnesota Stat. §80C.21 and Minn. Rule 2860.4400J prohibits us from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring you to consent to liquidated damages, termination penalties or judgment notes.

6. Under the terms of the Franchise Agreement and Development Agreement, as modified by this Addendum, you agree that if you engage in any non-compliance with the terms of the Franchise Agreement or unauthorized or improper use of the Franchisor's System Marks, or Proprietary Materials during or after the period of the Agreements, we will be entitled to seek both temporary and permanent injunctive relief against you from any court of competent jurisdiction, in addition to all other remedies which we may have at law, and you consent to the seeking of these temporary and permanent injunctions.

7. This Addendum will only have effect if the Franchise Agreement, Development Agreement, and/or the relationship between you and the Franchisor satisfy all of the jurisdictional requirements of Minnesota Statutes §§ 80C.01-80C.22 without considering this Addendum. Except as modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

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 and 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 undersigned does hereby acknowledge receipt of this addendum.

FRANCHISEE:	FRANCHISOR:
________________________________	______________________________
By: ______________________________	By: ______________________________
Name: ___________________________	Name: ___________________________
Title: ____________________________	Title: ____________________________
Date: ___________________________________	Date: ____________________________

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. The release of claims set forth in this Agreement does not release any claim you may have under New York General Business Law, Article 33, Sections 680-695.

3. Assignment by Franchisor. Notwithstanding anything to the contrary set forth herein, 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. Notwithstanding anything to the contrary set forth herein, 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. Notwithstanding anything to the contrary set forth herein, the New York General Business Law shall govern any claim arising under that law.

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 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.

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 and 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.

FRANCHISEE:	FRANCHISOR:
______________________________	______________________________
By: ___________________________	By: ___________________________
Name: _________________________	Name: _________________________
Title: __________________________	Title: __________________________
Date: __________________________	Date: __________________________

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NORTH DAKOTA ADDENDUM TO FRANCHISE AGREEMENT AND DEVELOPMENT AGREEMENT

This Addendum amends the Franchise Agreement and/or Development Agreement dated ______________________ (collectively, "Agreements") between _______________, a __________________ limited liability company, ("Franchisor") and _________________________, a ________ ____________ ("Franchisee" or "your").

1. Any provision in the Agreements which requires the franchisee to sign a general release upon renewal of the Franchise Agreement is unfair, unjust or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law.

2. In North Dakota, provisions of the Agreements which unreasonably limit the statute of limitations or remedies under the North Dakota Franchise Investment Law, such as the right to jury trial, may not be enforceable.

3. Provisions of the Agreements requiring the Franchisee to consent to liquidated damages or termination penalties, requiring the Franchisee to consent to a limitation of claims or requiring the Franchisee to pay all of Franchisor's costs and expenses incurred in enforcing the agreement may not be enforceable under North Dakota law.

4. Provisions of the Agreements requiring that the Agreements be construed according to the laws of a state other than North Dakota are unfair, unjust or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law.

5. Provisions of the Agreements which provide that the parties agree to arbitration or mediation of disputes at a location that is remote from the site of Franchisee's business is unfair, unjust or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law.

6. Provisions of the Agreements which designate jurisdiction or venue or require the Franchisee to agree to jurisdiction or venue in a forum outside of North Dakota are void with respect to any cause of action which is otherwise enforceable in North Dakota.

7. Provisions of the Agreements requiring a franchisee to sign a general release upon the renewal of the Agreement(s) are unfair, unjust or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law.

8. Provisions of the Agreements restricting competition are contrary to Section 9-08-06 of the North Dakota Century Code, without further disclosing that such covenants may be subject to this statute, are unfair, unjust or inequitable within the intent of Section 51-09-09 of the North Dakota Franchise Investment Law.

9. Section 22.8 of the Franchise Agreement requires the franchisee to consent to a waiver of exemplary and punitive damages. The Commissioner has determined this to be unfair, unjust, and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Law. Accordingly, Section 22.8 of the Franchise Agreement is hereby deleted for all franchise agreements subject to the North Dakota Franchise Investment Law.

10. In the event of any conflict between the terms of this Addendum and the terms of the Franchise Agreement or Development Agreement, the terms of this Addendum shall prevail.

12. Each provision of this Addendum shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the North Dakota Franchise Investment Law are met independently without reference to this Addendum.

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 and 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.

Agreed to by:

FRANCHISEE:	FRANCHISOR:
______________________________	______________________________
By: ___________________________	By: ___________________________
Name: _________________________	Name: _________________________
Title: __________________________	Title: __________________________
Date: __________________________	Date: __________________________

RHODE ISLAND ADDENDUM TO FRANCHISE AGREEMENT AND AREA DEVELOPMENT AGREEMENT

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

1. Governing Law. The Franchise Agreement and Development Agreement is amended, in relevant part to reflect the following:

Notwithstanding anything to the contrary set forth herein, Rhode Island law governs any claim arising under the Rhode Island Franchise Investment Act.

2. Jurisdiction and Venue. The Franchise Agreement and Development Agreement is amended, in relevant part to reflect the following:

Notwithstanding anything to the contrary set forth herein, you have the right to file any litigation under the Rhode Island Franchise Investment Act in Rhode Island.

3. This Addendum will have effect only if the Franchise Agreement, Development Agreement, and/or the relationship between you and the 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 and Development Agreement remain unmodified and in full force and effect.

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 and 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.

FRANCHISEE:	FRANCHISOR:
______________________________	______________________________
By: ____________________________	By: ____________________________
Name: __________________________	Name: __________________________
Title: ___________________________	Title: ___________________________
Date: ___________________________	Date: ___________________________

WASHINGTON ADDENDUM TO FRANCHISE AGREEMENT, DEVELOPMENT AGREEMENT AND RELATED AGREEMENTS

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

Section 7.2.5 of the Franchise Agreement is modified to clarify that pursuant to the requirement in RCW 19.100.180(2)(j) that Franchisor may only terminate the Franchise Agreement for good cause.

Section 17.1 of the Franchise Agreement is modified to exclude Franchisor's gross negligence or willful misconduct from the Franchisee's indemnification.

Sections 21.2 and 21.9 of the Franchise Agreement are modified to comply with RCW 19.100.180, to the extent that in the event of a dispute between Franchisor and Franchisee, the prevailing party shall be entitled to seek attorneys' fees and costs.

Section 21.7 of the Franchise Agreement does not apply to Washington franchisees.

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

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

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

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

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

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

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 and 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 undersigned does hereby acknowledge receipt of this addendum.

Dated this ________________ day of ___________________________________, 20______.

________________________________	______________________________
FRANCHISOR	FRANCHISEE
By: ____________________________	By: ___________________________
Name: __________________________	Name: ________________________
Title: ___________________________	Title: _________________________

EXHIBIT E

FRANCHISE OPERATIONS MANUAL TABLE OF CONTENTS

This manual contains the basic foundation of daily operations for the Crushr System and may be expanded or altered at the discretion of Smash Brothers, LLC (the Company). Changes shall become effective upon receipt of the written policy.

EXHIBIT F

LIST OF FRANCHISEES

Current Franchisees as of December 31, 2023

State	Group Name	Contact	Franchisee	Address *Orange means we need to confirm address (signed before '23)	Area Development Agreement*
AL	AL_Huntsville	Todd Dumas & Daniel Renninger	Obsidian Ventures LLC	1026 Pettus Road Madison, Alabama 35757 (803) 269 - 2750	
AL	AL_Mobile	Brijesh Patel	BriKER, LLC	5504 Oak Park Court Mobile, Alabama 36609 (251) 751-3500	
AL	AL_Montgomery	Russell Rissman	All R's Inc	778 Happy Trails Rd Prattville, AL 36067 (334) 462-8850	
AZ	AZ_Phoenix	Stephane & Susan Yelle	Stephane & Susan Yelle	14795 N.78th Way, Suite 700 Scottsdale, AZ 85255 (303) 809-9047	* NOT YET OPEN as of 4/30/24
CA	CA_San Bernadino	Scott & Vina Belardes	SAVY Solutions LLC	45516 Calle Los Mochis Temecula, CA 92592	NOT YET OPEN as of 4/30/24
CA	CA_San Diego (4)	Mark Tulkki	CRUSHR SAN DIEGO, INC.,	8611 Herrington Way San Diego, CA, 92127 (858) 774-6398	*
CA	CA_Stockton	Mark Hildenbrand	RAHM VENTURES INC.	1242 Stonebridge Drive Lodi, California 95242 (209) 639-7557	
CO	CO_Denver	Marwan Darwish	Crushr Denver LLC	5200 South Ulster Street, Unit 1425 Greenwood Village, CO 80111 (720) 471-1989	*
CO	CO_Golden	Steven & Devan Rohman	4T ALLIANCE COMPACTIONS INC	539 Hitchrack Road Bailey, CO 80421 (303) 912-7922	*
CT	CT_Stamford	Elad Lev Ran	LEVRAN GREEN HOLDINGS LLC	200 Little Fox Lane Southbury, Connecticut 06488	*

State	Group Name	Contact	Franchisee	Address *Orange means we need to confirm address (signed before '23)	Area Development Agreement*
DC	DC_Washington	Rehan Rashid and Demitri Diavatis	RDC VENTURES LLC	4501 Salem Lane NW Washington, DC 20007	*
FL	FL_Aventura	Kam-Au Amen	Urban Yard Crush Holdings LLC	19821 NW 2nd Ave Suite 205 Miami Gardens, FL 33169 (646) 389-9656	*
FL	FL_Jacksonville	Bruce Ackerman	Ramms Corp	562 East Kings College Dr. St. Johns, FL 32259 (872) 278-7471	
FL	FL_Miami	Saverios San Lorenzo	Miami Crushr, LLC	215 S Dixie Hwy. Apt 1103 Coral Gables FL 33133 (786) 575-2315	
FL	FL_Orlando	Max Dickinson	Max Dickinson	4110 Edgevale Court Chevy Chase, Maryland 20815 (301) 335-3162	*
FL	FL_Pensacola	Daniel C. Withrow & Zach Ferrell	Crushing Florida LLC	97 W Oak Ave Panama City, FL 32404 (502) 396-9807	
FL	FL_Sarasota	William & Andrew Harbin	MBA's Investment Inc	1342 N. Lime Avenue Sarasota, Florida 34237 (248) 640-2987	*
FL	FL_Tampa	Max Dickenson	CRUSHR Tampa LLC	4110 Edgevale Court Chevy Chase, Maryland 20815 (301) 335-3162	*
FL	FL_Temple Terrace	Diane Mosley and Nathanael Mosley	CRUSHR NORTH TAMPA BAY LLC	4028 Wisdom Trail Land O' Lakes, FL 34638 (813) 679-3066	*
GA	GA_Atlanta #1	Shannon Reynolds	Crush Waste Partners, LLC	4390 Skyland Drive NE Atlanta, GA 30342 (844) 236-8777	*
GA	GA_Atlanta #2	Lauren Gershkowitz	GRAY DOG COMPANY, LLC	495 Belada Blvd Atlanta, Georgia 30342 (404) 831-1225	*

State	Group Name	Contact	Franchisee	Address *Orange means we need to confirm address (signed before '23)	Area Development Agreement*
MI	Grand Rapids	Lisa Mcrae	Big Door Enterprises, Inc.	1347 Bemis St. SE Grand Rapids, MI 49506 (269) 369-2579	
IL	IL_Chicago	Dominic Benatti & Matthew Behena	Dominic Benatti & Matthew Behena	505 S Chase St. Wheaton, IL 60187 (630) 450-0690	NOT YET OPEN as of 4/30/24
KS	KS_Kansas City	Todd Burrus	AMB Ventures, LLC	5844 W. 145th Street Overland Park, Kansas 66223 (816) 547-1157	
KS	KS_Wichita	Aaron & Monica Landrum	Mobile Compacting Solutions LLC	14310 West Hardtner Court Wichita, Kansas 67235 (661) 670-6480	
LA	LA_New Orleans	Alex Nicosia	NOLA Compaction LLC	21 Charlotte Drive New Orleans, Louisiana 70122 (504) 669-2831	*
MA	MA_Peabody	David Sciabica	JOLIAd Inc.	18 Acorn Path Groton, MA 01450 (617) 834-8156	*
MD	MD_Annapolis	David & Christina Taylor	Annapolis Crushr LLC	4441 Claybrooke Drive Lothian, Maryland 20711	NOT YET OPEN as of 4/30/24
ME	ME_Portland	Kelly Wilsey	KW SOLUTIONS, LLC	24 Dean Road York, ME 03909 (207) 703-8348	
MI	MI_Detroit	Gurusamy Palanichamy	Gurusamy Palanichamy	2725 Turtle Shores Drives, Bloomfield Hills, MI 48302 (734) 395-0092	* **NOT YET OPEN as of 4/30/24**
MO	MO_Springfield	Winston Sleeth	CRUSHALOT, LLC	1226 South Glenstone Ave. Springfield, MO 65804 (317) 690-6554	*
MO	MO_St. Louis	Chris Lowe	CrushNitSTL, LLC	40 Frederick Lane St. Louis, MO 63122 (314) 597-6274	

State	Group Name	Contact	Franchisee	Address *Orange means we need to confirm address (signed before '23)	Area Development Agreement*
Multi	NC_Charlotte	Todd Dumas & Daniel Renninger	CRUSHR CHARLOTTE, LLC,	9805 Meringue Place Charlotte, NC 28270	*
NC	NC_Raleigh	Paul Roberts	Raleigh Trash Professionals, LLC	121 Ribbon Walk Ln. Holly Springs, NC 27540 (919) 335-5767	*
NC	NC_Wilmington	Paul Beall	ILM Crushr, LLC	2105 Camellia Drive Wilmington, NC 28403 (910) 622-5686	
NE	NE_Omaha	Ryan Anzalone	Anzalone Crushr, LLC	3701 S 201 Ave Omaha, NE 68130 (402) 917-6297	
NJ	NJ_New Jersey #1	Chris Muir John Muir	Tripod Rock Funding	33 West End Ave Summit, NJ 07901 (908) 447-7230	*
NJ	NJ_New Jersey #2	Alex Rozenbom	TREE THREE LLC	1346 How Lane, Suite 201 North Brunswick, NJ 08902 (732) 725-8448	*
NV	NV_Las Vegas	Chris Davis	American at Work, LLC dba Crushr	1021 Woodacre Dr. Boulder City, NV 89005 (630) 258-7263	*
NY	NY_Niagara Falls	Joseph & Jason Vanderbosch	Crushing Buffalo LLC	198 Hopkins Road Williamsville, NY 14221 (716) 800-8321	*
NY	NY_Rochester	Ryan Burke	Ryan Burke	285 Lincoln Parkway Buffalo, NY 14216 (716) 984-6820	NOT YET OPEN as of 4/30/24
KY	OH_Cincinnati	Jonathan Bailey	Cincinnati Crushr, LLC	217 Eight Mile Road Cincinnati, Ohio 45255 (404) 849-0989	*
OH	OH_Cincinnati #2	Anthony J Boberschmidt	MIAMI HLLS, INC	Anthony Boberschmidt 8140 Maxfield Lane Cincinnati, OH 45243	
OH	OH_Cleveland	Rob Previte	Cleveland Crushr and Co., LLC	675 Madison Ave Aurora Oh 44202 (440) 725-6025	
OH	OH_Columbus	Jason Bock Pete Johnston	Midwest Coast Ventures LLC	229 Glenworth Ct. Powell 43065 (614) 378-9831	*

State	Group Name	Contact	Franchisee	Address *Orange means we need to confirm address (signed before '23)	Area Development Agreement*
OK	OK_Oklahoma City	Bobby Ellis & Cason Clinger	Post Field Group, Inc	2702 Timber Court Chickasaw, Oklahoma 73018	NOT YET OPEN as of 4/30/24
OR	OR_Salem	Stephen & Donna Giesbers	GREEN VIBES ONLY LLC,	3490 Mock Orange Ct. S Salem, OR, 97302 (503) 949-4731	
Multi	PA_Philadelphia	Todd Dumas & Daniel Renninger	Obsidian Ventures LLC,	81 Sage Drive Pottstown, PA 19465 (803) 269-2750	*
RI	RI_Providence	Avraham Bergman	EcoCrush LLC	1696 Route 171 Woodstock Valley, CT 06282 (413) 218-0208	
SC	SC_Charleston	Billy Hyde	CAROLINA DUMPSTER SERVICES,LLC	599 Palisades Drive Mt. Pleasant, SC 29464	*
SC	SC_Greenville	Billy Hyde	Crushr Upstate	599 Palisades Drive Mt. Pleasant, SC 29464	*
SD	SD_Sioux Falls	Carl & Paula Treiber	Digger Dumper, LLC	607 S. Red Spruce Circle Sioux Falls, SD 57110	
TN	TN_Chattanooga	Chase Gilbert	NEW Wine Inc	649 Huntington Parkway Nashville, TN 37211 (615) 587-0627	
TN	TN_Knoxville	Mark Brock	Smart Business Solutions	12211 Torrey Pines Point Knoxville, TN 37934 (614) 446-7665	
TN	TN_Memphis	Michael Hecht	CRUSHR MID-SOUTH LLC	4641 Barfield Road Memphis, Tennessee 38117 (901) 378-0784	*
TN	TN_Nashville	Chris Bastin	Smashin Bastin LLC	102 Space Park S Nashville, TN 37211 (615) 663-2077	
TX	TX_Austin	Wendell Kawlin Firth	Cambro Endeavors Inc.	2201 Weathertop Lane Prosper, Texas 75078 (405) 880-4284	*
TX	TX_Bellaire	Sameer Panjwani	HOUSTON MOBILE COMPACTION, LLC	14 Honor Crest Run Sugar Land, TX 77498 (210) 445-0999	
TX	TX_Dallas #1	Alberto Ortiz	Crushr NTX	4040 Old Town Road Addison, TX 75001	*

State	Group Name	Contact	Franchisee	Address *Orange means we need to confirm address (signed before '23)	Area Development Agreement*
TX	TX_Frisco/ McKinney	Al Fartaj	American Green Machine, Inc.	8811 Teel Pkwy Suite 100, B5545 Frisco, TX 75035 (901) 832-3232	*
TX	TX_Ft Worth	Jonathan Shiappa	CMS SQUARED, LLC	1845 Crested Ridge Rd Aledo, TX 76880 (713) 447-1010	*
TX	TX_Houston #2	Jerry Malizia	Skylord Solutions Corp.	407 Woodpecker Forest Lane Conroe, TX 77384 (281) 772-6969	*
TX	TX_Houston East	Kevin Spoonmore	SPOONEMORE CRUSHR LLC	2407 Lawrence Street Houston, Texas 77008 (817) 480-6725	*
TX	TX_Lubbock/ Midland	Brandi & Shane Beeler	806 Cancer Crush'r Inc DBA West Texas Crush'r.	5110 Country Road 7640 Lubbock, TX 79424	*
TX	TX_Pearland	Krupa Patel & Erin Norton	Krupa Erin Enterprises, LLC	3306 Europa Street Houston, Texas 77022	
TX	TX_San Antonio	Chris Hiltpold	Hiltpold Enterprises	PO Box 2502 Boerne, TX 78006 (210) 389-8830	*
TX	TX_Waco	Kawlin Firth & Jon Schiappa	Texas Crush Truck, LLC	1845 Crested Ridge Rd. Aledo, TX 76008	
UT	UT_Salt Lake City	Matthew Hash	Dumpster Crushr LLC out of Utah	16797 Wingspread Loop Winter Garden, FL 34787 (801) 455-0648	*
VA	VA_Richmond	George Koshy	Crushr Central Virginia LLC	11616 Cobblestone Landing Court Glen Allen, VA 23059 (859) 576-9622	*
WI	WI_Green Bay	Marcus Novy	EAV Waste Consulting, LLC	N9468 Dusty Drive Appleton, WI 54915 (920) 858-8842	*

Franchisees who had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during our most recently completed fiscal year or who has not communicated with us within 10 weeks of the issuance date of this Disclosure Document:

Middie Back Inc.
2 Thaxter Road
Newton, MA 02460
(617) 678-6779

D2 Builders, LLC
9276 Storage Way
Louisville, KY 40291
844-236-8777

EXHIBIT G

LIST OF STATE REGULATORY AGENCIES AND ADMINISTRATORS

Listed here are the names, addresses and telephone numbers of the state agencies having responsibility for franchising disclosure/registration laws and for service of process. We may not yet be registered to sell franchises in any or all of these states.

LIST OF STATE ADMINISTRATORS	
CALIFORNIA Department of Financial Protection and Innovation 320 West 4th Street, Suite 750 Los Angeles, California 90013-2344 (213) 576-7500 Toll Free (866) 275-2677	**CONNECTICUT** State of Connecticut Department of Banking Securities & Business Investments Division 260 Constitution Plaza Hartford, Connecticut 06103-1800 (860) 240-8230
HAWAII Commissioner of Securities of the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, Hawaii 96813 (808) 586-2722	**ILLINOIS** Franchise Bureau Office of the Attorney General 500 South Second Street Springfield, Illinois 62706 (217) 782-4465
INDIANA Indiana Secretary of State Franchise Section 302 Washington Street, Room E-111 Indianapolis, Indiana 46204 (317) 232-6681	**MARYLAND** Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, Maryland 21202-2021 (410) 576-6360
MICHIGAN Michigan Attorney General's Office Corporate Oversight Division, Franchise Section 525 W. Ottawa Street G. Mennen Williams Building, 1st Floor Lansing, Michigan 48933 (517) 373-7117	**MINNESOTA** Minnesota Department of Commerce 85 7th Place East, Suite 280 St. Paul, Minnesota 55101-2198 (651) 539-1600
NEW YORK New York State Department of Law Investor Protection Bureau 28 Liberty Street, 21st Floor New York, NY 10005 (212) 416-8285	**NORTH DAKOTA** North Dakota Securities Department State Capitol Department 414 600 East Boulevard Avenue, Fifth Floor Bismarck, North Dakota 58505 (701) 328-4712
OREGON Department of Business Services Division of Finance and Corporate Securities Labor and Industries Building 350 Winter Street, NE Room 410 Salem, Oregon 97310 (503) 378-4387	**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 S. Euclid, Suite 104 Pierre, South Dakota 57501 (605) 773-3563	**VIRGINIA** State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, 9th Floor Richmond, Virginia 23219 (804) 371-9051
WASHINGTON Department of Financial Institutions Securities Division, 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

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

EXHIBIT H

FORM OF CONFIDENTIALITY, NON-COMPETE AND NON-SOLICIT AGREEMENT

CONFIDENTIALITY, NON-COMPETE AND NON-SOLICIT AGREEMENT

This Confidentiality, Non-Solicitation and Non-Competition Agreement (the "Confidentiality Agreement") is made as of the____day of ____________________, 20____, by and between ________________________ ("Franchisee") and the individual noted below ("Individual").

WITNESSETH:

WHEREAS, Franchisee is a party to that certain Franchise Agreement dated ________________, 20____ ("Franchise Agreement") by and between Franchisee and Smash Brothers, LLC ("Company"); and

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

WHEREAS, Franchisee is required by the Franchise Agreement to have Individual execute this Confidentiality Agreement prior to providing Individual access to said confidential materials; and

WHEREAS, Individual understands the necessity of not disclosing any such information to any other party or using such information to compete against Company, Franchisee or any other franchisee of Company in the same or a similar business, ("Competitive Business") now or in the future.

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

1. Trade Secrets and Confidential Information

Individual understands that Franchisee possesses and will possess Trade Secrets and other Confidential Information that are important to its business. For the purposes of this Confidentiality Agreement, a "Trade Secret" is information in any form (including, but not limited to, materials and techniques, technical or nontechnical data, formulas, patterns, compilations, programs, devices, methods, techniques, drawings, processes, financial data, financial plans, product plans, passwords, lists of actual or potential clients or suppliers) related to or used in CRUSHR® franchises that is not commonly known by or available to the public and that information: (a) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. For the purposes of this Confidentiality Agreement "Confidential Information" means technical and non-technical information related to or used in CRUSHR® franchises that is not commonly known by or available to the public, including, without limitation, Trade Secrets and any other information identified as confidential when delivered by Franchisor. Confidential Information shall not include, however, any information that: (a) is now or subsequently becomes generally available to the public through no fault of Franchisee; (b) Franchisee can demonstrate was rightfully in its possession, without obligation of nondisclosure, prior to disclosure pursuant to this Confidentiality Agreement; (c) is independently developed without the use of any Confidential Information; or (d) is rightfully obtained from a third party who has the right, without obligation of nondisclosure, to transfer or disclose such information. Any information expressly designated by Company as "Trade Secrets" or "Confidential Information" shall be deemed such for all purposes of this Confidentiality Agreement, but the absence of designation shall not relieve Individual of his or her obligations hereunder in respect of information otherwise constituting Trade Secrets or Confidential Information. Individual understands Franchisee's providing of access to the Trade Secrets and other Confidential Information creates a relationship of confidence and trust between Individual and Franchisee with respect to the Trade Secrets and other Confidential Information.

2. Confidentiality/Non-Disclosure

a) Individual shall not communicate or divulge to (or use for the benefit of) any other person, firm, association, or corporation, with the sole exception of Franchisee, now or at any time in the future, any Trade Secrets or other Confidential Information.

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

3. Non-Competition

a) During the Term of this Agreement and for a period of two (2) years after its expiration or termination, Individual shall not, directly or indirectly, carry on, be engaged in or take part in, render services to, or own or share in the earnings of any Competitive Business anywhere within twenty-five (25) miles of the premises of Franchisee's Crushr Franchised Business located at: ________________________________, or any other Crushr franchisee's protected territory.

b) During the Term of this Agreement and for a period of two (2) years after its expiration or termination, Individual shall not, directly or indirectly, solicit or otherwise attempt to induce or influence any employee or other business associate of Franchisee, Company or any other Crushr Business to compete against, or terminate or modify his, her or its employment or business relationship with, Franchisee, Company or any other Crushr Business.

c) "Competitive Business" means any business that offers (or grants franchises or licenses to others to operate a business that offers) mobile commercial on- site trash compacting services the same as or similar to those provided by Crushr franchises or in which Confidential Information could be used to the disadvantage of Company or its other franchisees; provided, however, that the term "Competitive Business" shall not apply to (a) any business operated under a Franchise Agreement with Company, or (b) any business operated by a publicly held entity in which Individual owns less than a five percent (5%) legal or beneficial interest.

4. Reasonableness of Restrictions

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

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

Individual further acknowledges that an actual or threatened violation of the covenants contained in this Confidentiality Agreement will cause Franchisee and Company immediate and irreparable harm, damage and injury, that cannot be fully compensated for by an award of damages or other remedies at law. Accordingly, Franchisee and Company shall be entitled, as a matter of right, to an injunction from any court of competent jurisdiction restraining any further violation by Individual of this Confidentiality Agreement, such right to an injunction shall be cumulative and in addition to, and not in limitation of, any other rights and remedies that Franchisee and Company may have at law or in equity.

6. Miscellaneous

a) This Confidentiality Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. This Confidentiality Agreement supersedes any prior agreements, negotiations and discussions between Individual and Franchisee. This Confidentiality Agreement cannot be altered or amended except by an agreement in writing signed by the duly authorized representatives of the parties.

b) Individual shall reimburse Franchisee for any and all costs and attorney fees incurred by Franchisee in the enforcement of the terms of this Confidentiality Agreement.

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

d) The failure of either party to insist in any one (1) or more instances upon performance of any terms and conditions of this Confidentiality Agreement shall not be construed a waiver of future performance of any such term, covenant or condition of this Confidentiality Agreement and the obligations of either party with respect thereto shall continue in full force and effect.

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

f) This Confidentiality Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky without regard to its conflict of laws principles. Individual irrevocably submits to the jurisdiction of state or federal court of general jurisdiction in Jefferson County, Kentucky and waives any objection it may have to either jurisdiction or venue of such court. Each party waives any right to a jury trial, with respect to any dispute arising out of or relating to this Agreement to the fullest extent permitted by applicable law.

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

[Signature Page Follows]

IN WITNESS WHEREOF, Franchisee has hereunto caused this Confidentiality Agreement to be executed by its duly authorized officer, and Individual has executed this Confidentiality Agreement, all being done in duplicate originals with one (1) original being delivered to each party as of the day and year first above written

FRANCHISEE

____
Signature

____
Print or Type Name

____
Date

INDIVIDUAL

____
Signature

____
Print or Type Name

____
Date

EXHIBIT I

STATE EFFECTIVE DATES

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

This document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

State	Effective Date
California	October 13, 2023
Hawaii	Not Registered
Illinois	April 20, 2023
Indiana	May 3, 2023
Maryland	July 27, 2023
Michigan	May 10, 2023
Minnesota	September 28, 2023
New York	June 27, 2023
North Dakota	May 19, 2023
Rhode Island	May 10, 2023
South Dakota	April 20, 2023
Virginia	June 6, 2023
Washington	Pending
Wisconsin	April 20, 2023

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

EXHIBIT J

FORM OF GENERAL RELEASE

GENERAL RELEASE OF CLAIMS

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

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

WHEREAS, Franchisor and Franchisee have entered into a Franchise Agreement ("Agreement") pursuant to which Franchisee was granted the right to own and operate a Crushr business;

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

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

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

1. Representations and Warranties. Releasor represents and warrants that it is duly authorized to enter into this Release and to perform the terms and obligations herein contained, and has not assigned, transferred, or conveyed, either voluntarily or by operation of law, any of its rights or claims against Franchisor or any of the rights, claims, or obligations being terminated and released hereunder. Each individual executing this Release on behalf of Franchisee represents and warrants that he/she is duly authorized to enter into and execute this Release on behalf of Franchisee. Releasor further represents and warrants that all individuals that currently hold a direct or indirect ownership interest in Franchisee are signatories to this Release.

2. Release. Releasor and its subsidiaries, affiliates, parents, divisions, successors and assigns, and all persons or firms claiming by, through, under, or on behalf of any or all of them, hereby release, acquit, and forever discharge Franchisor, any and all of its affiliates, parents, subsidiaries, or related companies, divisions, and partnerships, and its and their past and present officers, directors, agents, partners, shareholders, employees, representatives, successors and assigns, and attorneys, and the spouses of such individuals (collectively, the "Released Parties"), from any and all claims, liabilities, damages, expenses, actions, or causes of action which Releasor may now have or has ever had, whether known or unknown, past or present, absolute or contingent, suspected or unsuspected, of any nature whatsoever, including without limiting the generality of the foregoing, all claims, liabilities, damages, expenses, actions, or causes of action directly or indirectly arising out of or relating to the execution and performance of the Agreement and the offer and sale of the franchise related thereto, except to the extent such liabilities are payable by the applicable indemnified party in connection with a third party claim.

3. Nondisparagement. Releasor expressly covenants and agrees not to make any false representation of facts, or to defame, disparage, discredit, or deprecate any of the Released Parties or otherwise communicate with any person or entity in a manner intending to damage any of the Released Parties, their business, or their reputation.

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

5. Miscellaneous.

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

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

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

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

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

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

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

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

FOR WASHINGTON FRANCHISEES: Claims arising from the Franchise Investment Protection Act of Washington, chapter 19.100 RCW, and any rule or order adopter thereunder in accordance with RCW 19.100.220 are not waived.

[Signature Page follows]

Signature Page to General Release Form

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

FRANCHISEE:

[FRANCHISEE]

By:

Name:

Title:

Date:

FRANCHISEE'S OWNERS:
(add more lines signature lines as necessary)

Signature:

Name:

Date:

Signature:

Name:

Date:

EXHIBIT K

ELECTRONIC FUNDS TRANSFER AUTHORIZATION FORM

Bank Name:

ABA Number:

Account Number:

Account Name:

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

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

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

AGREED ON [DATE]:

FRANCHISEE:

[FRANCHISEE]

By:

Name:

Title:

FRANCHISOR:

SMASH BROTHERS, LLC

By:

Name:

Title:

EXHIBIT L

LEASE RIDER

THIS LEASE RIDER is entered into between the undersigned parties.

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

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

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

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

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

1. During the term of the Franchise Agreement, Franchisee will be permitted to use the Premises for the operation of the Business and for no other purpose.

2. Subject to applicable zoning laws and deed restrictions and to prevailing community standards of decency, Landlord consents to Franchisee's installation and use of such trademarks, service marks, signs, decor items, color schemes, and related components of the Crushr system as Company may from time to time prescribe for the Business.

3. Landlord agrees to furnish Company with copies of all letters and notices it sends to Franchisee pertaining to the Lease and the Premises, at the same time it sends such letters and notices to Franchisee. Notice shall be sent to Company by the method(s) as stated in the lease to:

Smash Brothers, LLC
13147 Middletown Industrial Blvd.
Louisville, KY 40223
Scott@Dumpstercrushr.Com

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

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

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

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

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

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

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

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

COMPANY:
SMASH BROTHERS, LLC

By:

Name:

Title:

FRANCHISEE:
[FRANCHISEE]

By:

Name:

Title:

LANDLORD:
[LANDLORD]

By:

Name:

Title:

Effective Date of this Lease Rider:

Premises Address:

RECEIPT
(Your Copy – Keep this Copy for Your Records)

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 Smash Brothers, LLC d/b/a Crushr® ("Crushr") offer you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make payment to, Crushr or an affiliate in connection with the proposed franchise sale.

New York requires that Crushr gives you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relate to the franchise relationship. Michigan requires that Crushr 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.

If Smash Brothers, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the appropriate state agency identified on Exhibit G.

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

□ K. Scott Dennison: 13147 Middletown Industrial Blvd. Louisville, KY 402223 (844) 236-8777

□ __________________________ (FranDevCo) 9820 Northcross Dr. Huntersville, NC 28078 (704) 703-9500.

□ (Name) ____________________________ (Address) ______________________________________ (Phone) ______________

Issuance Date: April 19, 2024

Exhibit A – Financial Statements	Exhibit G – State Administrators & Agents for Service of Process
Exhibit B – Franchise Agreement	Exhibit H – Confidentiality, Non-Compete & Non-Solicit Agreement
Exhibit C – Area Development Agreement	Exhibit I – State Effective Dates
Exhibit D – State Specific Amendments	Exhibit J – Receipts
Exhibit E – Operations Manual Table of Contents	Exhibit K – Electronic Funds Transfer Form
Exhibit F – List of Franchisees	Exhibit L – Lease Rider

Date: __________________________

Print Name: ___________________________________

Sign: ____

[if legal entity]

Legal Entity: _________________________________

Officer Signature: _____________________________

Officer Name: ________________________________

Officer Title: _________________________________

Address: ____

____

City, State, Zip: __________________________________

Telephone_________________________________

Smash Brothers, LLC
13147 Middletown Industrial Blvd.
Louisville, KY 40223
scott@dumpstercrushr.com

[*Retain this copy for your records.*]

RECEIPT

(Our Copy – Please Return a Signed Copy to Us)

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Date: ________________________________

Print Name: _________________________________

Sign: ______________________________________

[if legal entity]

Legal Entity: ________________________________

Officer Signature: ____________________________

Officer Name: _______________________________

Officer Title: ________________________________

Address: _______________________________________

____

City, State, Zip: ________________________________

Telephone: _______________________________________

Smash Brothers, LLC,
13147 Middletown Industrial Blvd.
Louisville, KY 40223
scott@dumpstercrushr.com

[*Return this copy to us*]