

FRANCHISE DISCLOSURE DOCUMENT

GLM Franchising LLC

A New Jersey limited liability company

111 Canfield Ave

Bldg. B-10

Randolph, NJ 07869

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www.greenlightmobility.com



We grant the right to operate a GREENLIGHT MOBILITY® franchise. The GREENLIGHT MOBILITY franchise offers home modifications for the disabled and individuals with limited mobility as well as additional contracting services, including assessments, evaluations, consultations, estimates and other general home improvement and home maintenance services (the “Franchised Business”).

The total investment necessary to begin operations of a GREENLIGHT MOBILITY franchise ranges from \$116,200 - \$180,500. This amount includes an initial franchisee fee of \$43,500 that must be paid to the Franchisor.

This Disclosure Document summarizes certain provisions of your Franchise Agreement and other information in plain English. Read the 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 payments to the Franchisor or an affiliate in connection with the proposed franchise sale or grant. **Note, however, that no government agency has verified the information contained in this document.**

You may wish to receive your Disclosure Document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Karen Frank at 111 Canfield Ave., Bldg. B-10, Randolph, NJ 07869, telephone 973.946.8330.

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

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. Information about comparisons of franchisors is available. More information on franchising, such as “A Consumer’s Guide to Buying a Franchise”, which can help you understand how to use this Disclosure Document is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, DC 20580. You can also visit the FTC’s home page at www.ftc.gov for additional information. Call your state agency listed on **Exhibit 4** or visit your public library for other sources of information on franchising.

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

THE ISSUANCE DATE OF THIS DISCLOSURE DOCUMENT IS FEBRAURY 28, 2024

How to Use This Franchise Disclosure Document

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

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

What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

Your state may have a franchise law, or other law, that requires franchisors to register before offering or selling franchises in the state. Registration does not mean that the state recommends the franchise or has verified the information in this document. To find out if your state has a registration requirement, or to contact your state, use the agency information in Exhibit 6.

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

Special Risks to Consider About *This* Franchise

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

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

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.

**GLM FRANCHISING LLC
FRANCHISE DISCLOSURE DOCUMENT
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ITEM 1

THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS AND AFFILIATES

To simplify the language used in this Disclosure Document, “we” or “us” means GLM Franchising LLC, the Franchisor, and “you” or “franchisee” means the person who purchases a franchise from us. If you are a corporation, partnership, limited liability company or other entity, “you” may also refer to your owners.

The Franchisor

We are a New Jersey limited liability company formed on April 11, 2015. Our principal place of business is 111 Canfield Ave., Bldg. B-10, Randolph, New Jersey. www.greenlightmobility.com We do business under the name “GREENLIGHT MOBILITY.”

Our Business Experience

We began offering franchises in June 2016 under the name “GREENLIGHT MOBILITY.” We do not offer, and have not offered, franchises in any other line of business. We are not currently engaged in any other business and do not operate a business of the type being franchised. Our affiliate, Back Home Safely LLC, has been operating a business similar to the business being franchised since 2007.

Parents, Predecessors and Affiliates

We have no parent.

Predecessor

We have no Predecessor.

Affiliates

We have 1 affiliate through common ownership, Back Home Safely LLC, which has been operating a business similar to the type being franchised since 2007 (“Affiliate”). Our Affiliate’s principal place of business is the same as ours: 111 Canfield Ave., Bldg. B-10, Randolph, New Jersey. Our Affiliate has never offered franchises in this or any other line of business.

GREENLIGHT MOBILITY Franchise Program

We franchise the right to operate a business that offers home modifications for the disabled and individuals with limited mobility as well as additional contracting services, including assessments, evaluations, consultations, estimates and other related general home improvement and home maintenance services (the “**Franchised Business**”) using (i) trademarks, trade names, service marks, designs, emblems, logos, graphics, slogans, copyrights, trade dress, trade secrets and commercial symbols including the mark “**GREENLIGHT MOBILITY**” (the “**Marks**”); and (ii) specifications for necessary equipment, defined service and product offerings, standard operating and administrative procedures, management and technical training programs (the “**System**”).

We offer and award to qualified applicants, a franchise to own and operate the Franchised Business. Franchisees may be individuals or entities that meet our then current requirements for non-individual franchisees. These requirements may include the signing of personal guarantees by some or all of the individuals holding an equity interest in the Franchise.

If awarded a franchise, you will operate a business that offers home modifications for the disabled and individuals with limited mobility as well as additional contracting services, including assessments, evaluations, consultations, estimates and other related general home improvement and home maintenance services using the Marks and System. We will provide you with the training, techniques, know-how, information, specifications, and recommendations, and access to materials and supplies, and business assistance, which will enable you to operate the Franchised Business. Related services may include, but are not limited to, home remodeling and mobility training and assessments/evaluations. We also provide various supporting products and services to you and other franchisees.

To acquire a franchise, you will sign a Franchise Agreement (**Exhibit 2**) with us that will grant you the right and obligation to sell certain approved products and services under our Marks (“**Products and Services**”) and purchase certain equipment from us or approved suppliers using the System and the Marks. You will conduct your Franchised Business at locations that we will provide or that you will obtain with our prior approval (“**Locations**”) within a specified geographic Licensed Service Area (the “**LSA**”). We will establish your Licensed Service Area before you sign your Franchise Agreement. The Licensed Service Area provides you with certain exclusive rights to the extent we will not grant another franchisee an authorized office within your LSA provided you are materially compliant with the Franchise Agreement. You may not provide services associated with the Franchised Business outside your LSA without our approval. You are not permitted to market directly to clients in another franchisee’s LSA. There are, however, no restrictions to marketing, soliciting or contacting referral sources or facilities outside your LSA in order to serve clients within your LSA. All marketing representations must include a list or description of your LSA. In the event Franchisee receives business from outside its Licensed Service Area, it must refer the business to the franchisee who licenses the applicable Licensed Service Area

Competition

The services associated with the Franchised Business are used by a variety of customers, including rehabilitation facilities, private residential home owners, and commercial facilities. The market for the services is national in scope. We believe the industry and the demand for these services will experience long-term expansion and growth. Your competitors will include local and national companies that provide similar services. As with any business enterprise, there is no assurance of your success.

Special Industry Regulation

There may be federal, state, and local regulations and licensing requirements pertaining to home modification services, mobility evaluations or any of the services associated with the Franchised Business. In some states you or your manager may be required to obtain a contractor’s license or other licenses. Every state has a contractor licensing laws and the state licensing board should be contacted for licensing requirements specific to the state. These include: Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin Wyoming.

Various states or cities will require special registration or a license to install certain products such as elevators. The laws of each of the following states vary, including whether it is only applicable to certain cities within the state, and must be consulted for a full understanding of regulatory requirements: Connecticut, Georgia, Kentucky, Massachusetts, Michigan, Oklahoma, Oregon, Rhode Island, Virginia, Washington, and West Virginia,.

We recognize that compliance with the requirements of laws and regulations is necessary to conduct the Franchised Business. Accordingly, the GreenLight Mobility Franchise Agreement requires compliance with all applicable laws, including home modification and/or contracting laws and regulations. Furthermore, we make no promise or guarantee that we can or will provide the necessary information, training, testing or other requirements necessary to obtain compliance with any applicable laws or regulations needed to establish the Franchised Business or conduct the associated services in any franchise area.

In addition to existing laws and regulations, states or local governments may introduce new legislation, approve pending bills, revise laws and regulations or enact new ones after the date of this Franchise Disclosure Document that may impact your ability to conduct the Franchised Business or how you operate the Franchised Business. Regardless of any information you may receive from us, you must investigate and confirm any of these regulations that may affect your business, including but not limited to existing, pending or future laws or regulations. Specific information related to home modification, contracting laws and regulations, and educational and professional qualifications for acquiring physical or occupational credentials may be obtained from various agencies or related industry associations within your geographic location. You are responsible for researching and meeting the licensure, certification, and/or registration requirements for remodeling, and or contractors in your local jurisdiction, including all associated costs. However, for guidance purposes, we may provide access to information and contacts it has available regarding local contractor licensing requirements.

We are not aware of any other regulations specific to the industry in which the Franchised Business operates. You must comply with all laws and regulations that apply to business generally, which include regulations concerning sanitation, discrimination, employment, and sexual harassment, as well as the Americans with Disabilities Act, which requires readily accessible accommodations for disabled individuals. You should investigate whether there are regulations and requirements that may apply in the geographic area in which you are interested in locating your Franchised Business and should consider both their effect and cost of compliance.

We first began offering franchises for the operation of a home modification and construction services business using the Marks in January, 2016. We have not granted franchises in any other line of business.

We may offer financial incentives to existing franchisees or other third parties, including, but not limited to, occupational therapists, physical therapists, social worker case managers, and staff of rehabilitation facilities, who refer a franchise prospect lead to us that results in the granting of a franchise to that lead. Any information given to you by a franchisee is coming from him/her in his/her capacity as a franchisee. No franchisee or referral source shall be deemed our agent. Under no circumstances shall any such referral source be deemed a franchise seller, broker or other third party sales representative for the franchise sales process.

ITEM 2

BUSINESS EXPERIENCE

Chief Executive Officer: Karen Frank

Mrs. Frank has been our Chief Executive Officer in Randolph, New Jersey since our inception in June, 2016. Mrs. Frank has also been an owner, operator, and Vice President of our affiliate, Back Home Safely, LLC in Randolph, New Jersey since its inception in January, 2007.

Chief Operating Officer: Gregg Frank

Mr. Frank has been our Chief Operating Officer in Randolph, New Jersey since our inception in June, 2016. Mr. Frank has also been an owner, operator, and President of our affiliate, Back Home Safely, LLC in Randolph, New Jersey since its inception in January, 2007.

ITEM 3

LITIGATION

There is no litigation required to be disclosed in this Item.

ITEM 4

BANKRUPTCY

There is no bankruptcy information required to be disclosed in this Item.

ITEM 5

INITIAL FEES

Initial Franchise Fees

You must pay us an initial franchise fee of \$43,500 for the right to operate the Franchised Business (the “**Initial Franchise Fee**”). You will be granted a certain exclusive territory known as a Licensed Service Area (“**LSA**”). The LSA is made up of a contiguous zip codes consisting of up to approximately a 750,000 population figure. The population is determined by the most recent U.S. Census available and as may be updated from time to time from certain third party demographic providers. The Initial Franchise Fee must be paid in a lump sum when you sign the Franchise Agreement. All buyers under this offering pay a uniform initial franchise fee, except for the qualified discount described below.

If you desire a larger LSA than 750,000 population, you must pay an additional Initial Franchise Fee of \$0.06 per person for every person of population above 750,000, subject to territorial availability and approval. All territory and areas comprising the LSA must be contiguous and must be approved by us. The population number in your designated LSA is determined based upon recent United States census data and estimates and chamber of commerce information, but we make the final determination.

To be eligible to purchase a larger LSA, you must be fully compliant and in good standing under all agreements with us, you must qualify financially to open a larger territory, and you must pay the entire Initial Franchise Fee for the larger LSA.

The cost of the Initial Training Program, training materials are included in the Initial Franchise Fee paid to Franchisor. If you are obtaining the Franchised Business from an existing Franchisee, you are responsible to pay a transferee training fee to cover the cost of the Initial Training Program. Additional training beyond the Initial Training Program is not included in the Initial Franchise Fee. Additional training may only be required by Franchisor when new Products and Services are being added to the System or if Franchisee’s performance of its obligations is unsatisfactory.

We offer a 10% discount on the Initial Franchise Fee to veterans who qualify for our veterans discount program. We offer a 20% discount on the Initial Franchise Fee to existing franchisees buying an additional franchise. For our first four new franchisees, we currently offer a \$5,000 discount such that they will pay a reduced initial franchise fee of \$38,500. After we sign our fourth franchisee, we intend to discontinue this discount.

If we determine during the initial training program or within 15 days of the completion of the training that you have not exhibited the aptitude, abilities or personal characteristics to successfully operate the Franchised Business, we may terminate your Franchise Agreement and refund to you the Initial Franchise Fee you paid less the amount of \$5,000.00 to cover a portion of the reasonable expenses incurred by us in connection with your training and initially granting the franchise.

We intend to contact certain third parties, such as occupational therapists, physical therapists, social worker case managers, and staff of rehabilitation facilities to offer to pay such entities and individuals a referral fee of \$4,000 if you are referred by them to us and you are awarded a GreenLight Mobility® franchise.

Additional Initial Fees

If your jurisdiction has laws or regulations that require additional instruction beyond that provided by our standard training program (during the Initial Training Program) that require individualized effort in order to comply with the laws or regulations, you will be responsible for all efforts and fees, (training, application, registration, testing, etc.) associated with obtaining the necessary compliance requirements in your area.

Deposit Fee

We may offer to some prospective franchisees the right to reserve a particular LSA for a possible franchise purchase for a limited designated period of time in exchange for a non-refundable deposit of \$10,000. The deposit fee is paid when a prospective franchisee tenders to us the Deposit Remittance Form. If the prospective franchisee signs a Franchise Agreement within the time period designated in the Deposit Remittance Form, the \$10,000 payment is applied toward the Initial Franchise Fee that would be due upon the signing of the Franchise Agreement. If the prospective franchisee does not sign a Franchise Agreement within the time period designated in the Deposit Remittance Form, the prospective franchisee no longer has a reservation on the territory designated in the form and we retain the \$10,000 non-refundable fee.

ITEM 6

OTHER FEES

NAME OF FEE⁽¹⁾	AMOUNT	DUE DATE⁽²⁾	REMARKS
Royalty Fee	7% of Gross Sales up to \$2,000,000 per year, with a \$500 monthly minimum per Licensed Service Area. 6% on Gross Sales in excess of \$2,000,001 up to \$3,000,000 per year. 5% of Gross Sales in excess of \$3,000,001 per year ⁽³⁾	15 th day of the month for Gross Sales for the previous Reporting Period. ⁽⁴⁾ We require payment by electronic transfer of funds.	Gross Sales includes the total revenues and receipts from the sale of all products, services and merchandise sold in connection with the Franchised Business or otherwise pursuant to the Franchise Agreement, whether under any of our Marks or otherwise. Gross Sales does not include sales tax.
Marketing Contribution	2% of Gross Sales	Same as Royalty Fee.	Gross Sales definition same as Royalty Service Fee.
Technology Fee	Franchisor reserves the right to charge a Technology Fee.	Same as Royalty Service Fee.	When implemented, payable by you monthly for technology usage, which may include, but is not limited to the reasonable costs required for certain required software for a company intranet, to implement a customer survey system, to monitor reputation and reviews online and/or social media management.

NAME OF FEE ⁽¹⁾	AMOUNT	DUE DATE ⁽²⁾	REMARKS
Social Media and Digital Marketing Management	Up to \$950 per month	As incurred	This is not a fee. It is payable to the required social media and digital marketing management vendor for managing your search engine optimization and digital marketing related to your Franchised Business within your local area.
Late Payment Fee ⁽⁵⁾	\$150 for each overdue payment plus \$25 for each day that a payment remains unpaid after the due date plus 1½% interest per month or the maximum interest rate permitted by law, whichever is greater.	On late payments during time payment is delinquent.	If there are insufficient funds at the time payment is due, there is an additional \$50 delinquent fee owed to Franchisor.
Local Marketing Expenditure	At least 2% of Gross Sales	Expenditure report due within 15 days of each quarter	You must use amounts spent to fulfill this Local Advertising Expenditure requirement to conduct continuing local marketing and advertising in form, content and media as outlined in the Operations Manual and as approved by us. Any amounts spent in a GreenLight Mobility advertising cooperative will count toward your Local Advertising Expenditure requirement.
Transfer Fee	25% of the then-existing Initial Franchise Fee (at the time of the transfer)	Before closing on transfer.	Payable by you or the transferee if and when you sell or transfer your franchise. No fee is due if you transfer your franchise to a new corporation controlled by you. ⁽⁵⁾
Meeting Registration Fee	Up to \$1,000. Fee may be adjusted annually to reflect increases in the national consumer price index.	When invoiced, before date of Meeting.	We reserve the right to hold an annual or periodic franchisee meeting or conference. The Registration Fee for one attendee is included in your Initial Franchise Fee provided the Meeting is held and you attend your first year. If you do not attend the Meeting your first year, you have to pay the fee. Thereafter, this fee is payable even if you or your manager do not attend the Meeting. We are not obligated to hold the Meeting, in which case you do not pay.
Additional Training Fee ⁽⁶⁾	\$500 or other amount depending on the nature of training requested or required	Upon demand	The cost of the Initial Training Program for 2 attendees is included with the Initial Franchise Fee. Additional attendees are \$500 per person. If additional training is requested by you or required by us during the Term, an additional fee will be required. Franchisee pays for all travel, lodging and meal expenses.
Transferee Training Fee ⁽⁶⁾	The then-existing amount, currently \$2,500.	Upon demand	This fee is payable if you purchase the Franchised Business from an existing franchisee. You are responsible for the then current Transferee Training Fee at the time

NAME OF FEE⁽¹⁾	AMOUNT	DUE DATE⁽²⁾	REMARKS
			of the transfer. The amount identified in this chart is the current amount.
Accounting Software Fees	\$500 Start Up Costs including software training and monthly fee (estimated at \$40/mo. or higher depending on number of users)	Monthly	This fee is payable to a third party to operate the Business.
Customer Relationship Management (“CRM”) Software Fees or Other Management Software	Up to \$49 per month per User	Monthly	This fee is payable to a third party to operate the Business.
Dispute Resolution	Costs and attorney’s fees vary	Upon determination of prevailing party	
Modernization Fee	Not to exceed \$5,000 in any ten (10) year period	Upon demand	We may require you to update or refurbish your Franchised Business consistent with our then-current standards and specifications. Modernization may also be required prior to any sale, transfer or assignment of your Franchised Business or as a condition of signing a successor agreement.
Audit	Cost of Audit	When billed.	Payable only if audit performed due to your failure to report, if audit shows an under reporting of 3% of Gross Sales or more, or if audit shows your failure to follow territory boundary restrictions on conducting inspections.
Successor Agreement Fee	\$2,500	Upon execution of Successor Franchise Agreement.	Payable only if you meet eligibility for signing the Successor Franchise Agreement and execute the Successor Franchise Agreement.
Reimbursement for Insurance	Cost of Insurance plus our expenses.	When billed.	Payable only if we pay your premium when you fail to do so.
Enforcement and Collection Costs	Undetermined	Upon demand	Payable only if (i) GLM incurs legal costs in enforcing the Franchise Agreement or defending a claim and prevails in any action, or (ii) GLM incurs expenses due to your failure to make timely payments, accurately state or report Gross Revenue and other data when due or otherwise comply with the Franchise Agreement.
Indemnification	Loss, liability, damages and costs incurred by us	When a claim is brought against us in connection with your Franchised Business.	You must reimburse us for any liability and costs incurred by it by reason of your ownership or operation of the Franchised Business.
Liquidated Damages	Thirty percent (30%) of your average annual Gross Sales over the preceding three (3)	Upon demand	Payable if you improperly disclose proprietary information or breach or otherwise not abide by the covenants not to compete in the Franchise Agreement

NAME OF FEE ⁽¹⁾	AMOUNT	DUE DATE ⁽²⁾	REMARKS
	years (or for such shorter period if you have not been under a Franchise Agreement for a full three (3) year period).		
Fine for Violation of Territory Restrictions	\$1,000 per occurrence	Upon demand	Payable if you fail to abide by the territory restrictions in the Franchise Agreement, including conducting Services in another franchisee's LSA.
Customer Refund	Variable		Payable if you do not resolve a customer service complaint, the customer contacts us and we determines a request for refund is reasonable, and we pay a refund to the customer to resolve the complaint.
Reimbursement of investigation fees	Fee we paid to investigator or secret shopper	Upon demand	Payable our investigator or secret shopper confirms a violation of the Franchise Agreement.
Fines for failure to comply with System Standards	Amount published in the Operations Manual; currently \$250 per occurrence.	Upon demand	Payable if you fail to adhere to the System Standards as specified in the Operations Manual
Reimbursement for taxes paid	Undetermined	Upon demand	Payable if we are required to pay taxes (other than income) on account of payments you make to us.

Notes:

(1) You pay all fees to us unless otherwise noted. All fees are nonrefundable and, except as expressly stated, all fees are uniformly imposed.

(2) All fees are imposed by and payable to us by electronic funds transfer or other automatic payment mechanism we designate (“EFT”). We may charge all past due fees including the Royalty Fee, Marketing Contribution, Conference/Regional Meeting fees, amounts due for purchase and insurance requirements, to a credit card previously authorized by you.

(3) You must pay a minimum monthly royalty fee in the amount of \$500 per Licensed Service Area beginning on the Minimum Effective Date, typically 180 days following the Agreement Effective Date. The Gross Sales benchmarks of \$2,000,001 up to \$3,000,000 per year and in excess of \$3,000,001 per year that temporarily reduce the royalty percentage on Gross Sales in excess of those benchmarks are assessed per Licensed Services Area. Franchisor will pay Franchisee an annual rebate based on Franchisee's annual Gross Sales as reported in Franchisor's reporting system and for which Franchisee has paid applicable Royalty Fees and Brand Marketing Contributions. After a Franchisee achieves \$1,000,000 in annual Gross Sales, Franchisee will earn a \$5,000 rebate. Rebates will be payable no later than April 15th following the calendar year in which the combined Gross Sales was earned.

We currently offer a 6-month “Royalty Holiday” program. The Royalty Holiday program consists of a waiver of all royalty fees to be paid by you to us during the first 6 months of operations after opening the franchise.

(4) Reporting Period means the monthly calendar period from the 1st of the month to the last day of the month (unless we designate otherwise). Payments and reports will be pulled and due on the 15th day of the month for the prior Reporting Period and will be paid by EFT or ACH withdrawal.

(5) If there are insufficient funds from which to pay the fee when due, in addition to late fees assessed at an interest rate of 1½% per month or the maximum permitted by law, whichever is greater, you must pay us a \$50 delinquent fee payment for each of these instances.

(6) Unless you are obtaining the Franchised Business from an existing franchisee, the Initial Training Program is provided to Franchisee at no charge for up to two attendees. After the first two persons, each additional attendee who attends the Initial Training Program at any time during the Term will cost \$500.00 per person on the following conditions: i) you are in good standing under the Franchise Agreement by being current in the payment of all fees and is otherwise fully compliant with your contractual obligations; and ii) we approve of the training candidate. We may provide, at our option, additional training programs for you and your employees at locations designated by Franchisor and/or on-line, for an additional fee. Under certain circumstances, including but not limited to, new Products and Service offerings being added to the System or your unsatisfactory performance of its obligations, we may require you or your employees to attend additional training courses from time to time and to pay us an Additional Training Fee. If you are obtaining the Franchised Business from an existing franchisee, you are required to pay the then-current Transferee Training Fee at the time of the transfer.

ITEM 7

YOUR ESTIMATED INITIAL INVESTMENT ⁽¹⁰⁾

TYPE OF EXPENDITURE	AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Initial Franchise Fee ⁽¹⁾	\$38,500 - \$43,500	Lump Sum	When you sign the Franchise Agreement	Us
Training Expenses ⁽²⁾	\$4,500 - \$6,500	As Incurred	Before Opening	Hotels; Transportation Lines; Restaurants
Marketing Materials and Supplies and Initial Marketing ⁽³⁾	\$5,000 - \$11,000	As Arranged	Before opening when you receive supplies	Vendors or Us
Office Equipment, Furniture, Supplies, Office Computer and Tablet ⁽⁴⁾	\$1,500 - \$4,000	As Arranged	Before Opening	Vendors
Software and Technology ⁽⁴⁾	\$700 - \$1,000	As Arranged	Before Opening	Vendors
Vehicles Down Payment ⁽⁵⁾	\$5,500 - \$9,000	As Arranged	Before Opening	Vendors
Licenses and Permits ⁽⁶⁾	\$500 - \$4,000	Lump Sum	Before Opening	Lessors, Utilities
Warehouse Rent, Lease, Security and Utility Deposits ⁽⁷⁾	\$4,000 - \$9,200	As Arranged	Before Opening	Lessor
Office or Warehouse Signage	\$0 - \$800	As Arranged	Before Opening	Vendors
Tools, Equipment, Racking ⁽⁸⁾	\$5,000 - \$8,000	As Arranged	Before Opening	Vendors
Initial Inventory	\$30,000 - \$40,000	As Arranged	Before Opening	Approved Vendors
Insurance Costs ⁽⁹⁾	\$5,000- \$10,000	Annual Premium	Before Opening	Insurance Broker

TYPE OF EXPENDITURE	AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Legal Services	\$1,000 - \$3,500	As Incurred	As Incurred	Local Legal Counsel
Additional Funds – 3 months ⁽¹¹⁾	\$15,000 - \$30,000	As Incurred	As Incurred	Vendor
Total	\$116,200 - \$180,500			

All amounts shown in the table above are estimates only. Actual costs will vary for each franchisee depending on a number of factors. We are not able to represent whether or not amounts that you may pay to third parties are refundable.

NOTES:

- (1) The Initial Franchise Fee must be paid when the Franchise Agreement is executed. The Initial Franchise Fee is fully earned by us when paid and is not refundable except if we determine that you did not satisfactorily complete the Initial Training Program. In this event, you will be refunded the Initial Franchise Fee less \$5,000.
- (2) You or your Owner (if you are an entity) must attend training at the location we designate. Also, your primary installer (technician/carpenter/contractor) must attend training at our headquarters (currently Randolph, New Jersey) and attend training with our lift vendor. You are responsible for the expenses you and any attendees will incur for travel and living expenses while training, including without limitation airfare and/or other transportation, hotels, restaurants, etc. The cost of this will depend on the number of persons who attend training and the distance you must travel to the training location. You must pay the travel expenses for you and for any additional trainees. (See Item 11.)
- (3) Marketing Materials includes brochures, brochure stands, tradeshow display and tablecloth, stationary, business cards, corporate apparel, digital projector, and Starter Marketing campaign that may include SEO and Adwords spend and management.
- (4) These estimates cover a mobile telephone, computer equipment, a tablet, a printer, a fax machine, and the CRM, accounting, and other communications and operations software that you must purchase and use in the franchised business. (See Item 8.) You will need to obtain and maintain an Internet account to access communications from us and to send and receive email.
- (5) This estimate includes down payment, the first two monthly fees, and appropriate signage or vehicle wrap for your vehicle. (See Item 8 for vehicle requirements).
- (6) This estimate includes amounts for business licenses, permits, health permits.
- (7) This amount covers rent, security deposits, and utility deposits. You must currently possess or obtain adequate storage space for the inventory and equipment you must use in connection with the Franchised Business. We recommend that you rent warehouse space or a storage facility from a third party, as long as your storage arrangement does not violate any applicable laws, regulations, or zoning restrictions and conforms to our requirements for a storage facility. Your costs may vary considerably depending on the size, condition and location of the leased storage facility, local building and fire code requirements and requirements of the lease.
- (8) Initial inventory of required tools and equipment include grab bars, handrails, ramps, lifts, construction equipment and tools, and racking.

(9) This insurance estimate covers your cost of general liability, errors & omission and automobile insurance premiums. You pay insurance premiums directly to third party insurers. You must deliver to us upon request proper certificate evidencing the existence of the required insurance coverage. Insurance requirements are identified in the Operations Manual. If you fail to procure and/or maintain the required insurance, you authorize Franchisor to purchase this insurance on your behalf. In this event, you will be required to reimburse Franchisor for all premiums associated with this insurance. The requirements and costs of employer liability and worker's compensation insurance may be variable based on the jurisdiction where the Franchised Business is located.

(10) This chart estimates your initial start-up expenses. You should review these figures carefully with a business advisor before making any decision to purchase the right to become a franchisee. These expenses are additional funds you may need to expend during the initial phase of the Franchised Business. They do not account for any revenues during this period of time, nor do they include expenses for any of the other categories described above. We base our estimate of these expenses on our own experience. These figures are estimates and we cannot guarantee that you will not have additional expenses starting the Franchised Business. Your costs will depend on factors such as how closely you follow our system, methods and procedures, your skill, experience and business acumen, local economic conditions, the local market, competition and the number of customers during the initial period. Although these expenses represent our estimate of additional funds you will need for the first 3 months of operations that does not mean that you will not require additional funds during or beyond that period of time.

We do not offer direct or indirect financing to franchisees.

ITEM 8

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Required and Approved Suppliers

Maintaining the quality and uniformity of the Products and Services offered by GREENLIGHT MOBILITY franchisees is central to the reputation, goodwill and value of the GREENLIGHT MOBILITY System. Therefore, you must use stationery, reports, advertising and promotional material, equipment, products, and other supplies required or used in connection with the Franchise Business (collectively "Supplies") under our specifications and standards. We may designate by brand name the equipment and the products that you must use in your Franchised Business. We may change equipment, Products and Services and/or suppliers at any time.

Specifications for Supplies and insurance are formulated by us in the exercise of business judgment and experience in the business. If the specifications are adopted or modified, they are issued to franchisees through the Manual or other by written communication, including written documentation distributed via e-mail. Supplies must be purchased from suppliers designated or approved by us ("Approved Suppliers"). We do not provide material benefits to a franchisee based on a franchisee's use of Approved Suppliers. We make no representation that you will be able to become an authorized dealer or distributor for any of the Approved Suppliers or manufacturers that we recommend or you utilize in your franchised business.

Currently, there are no Supplies for which we are the Approved Supplier and there are no Approved Suppliers in which any of our officers owns an interest. From time to time we may be an Approved Supplier of some of these items.

Approval of Alternative Suppliers

To the limited extent that you desire to offer any Product and Service through a third party supplier or vendor or to use a supplier other than as designated by us, you must receive our approval. We will consider a variety of factors when designating an Approved Supplier. These factors include: their demonstrated capacity to meet our standards and specifications; financial strength and business reputation of the supplier; its standards of quality, service, safety and health and adequate quality controls; ability to fill orders in a timely fashion based on quantity projections; ability to serve the needs of franchisees and deliver the product on a regional or national scale; and protection of our proprietary information. Our confidential requirements and systems information should not be revealed to any proposed supplier/vendor without our written approval.

We or our agents may inspect any approved vendor or supplier facilities to assure compliance with our specifications and standards. Permission for inspection will be a condition of our continued approval of any vendor or supplier. If we find from any inspection that a vendor or supplier fails to meet our specifications and standards, we will give written notice describing this failure to you and to the vendor or supplier, with a notice that unless the failure or deficiency is corrected within a reasonable period of no more than 30 days, the vendor or supplier will no longer be approved.

We will notify you of our approval or disapproval of a proposed supplier within 180 days of receiving your written request for approval. If we notify you that a supplier no longer meets our standards and specifications, you must immediately stop using that Supplier's products. Additional specifications for Approved Suppliers, equipment, Products and Services may be included in our Manuals or in written communications to you, which may include email, and may periodically change.

Approval New Supplies, Products and Services

You may not conduct any advertising without our prior written approval. You may only display the advertising and signage approved by us periodically, in the Manuals or as we may otherwise authorize in writing.

With advance written notice, you may request our approval to add new products or services or Supplies that are not then part of the Franchised Business. We will require a complete assessment of the products or services and any related data to allow us to determine whether the additional products or services will be allowed. The assessment of specifications and standards will relate to quality, durability, value, design, composition, strength, functionality/performance, and the needs of, and consistency with, the business model of the Franchised Business and the System. We will notify you in writing of the approval or disapproval of any new product or services you propose within 180 days of receiving your written request for approval.

Required Purchases

Stationary, Brochures, Marketing, Sales, & Promotional Materials, and Uniforms

You must purchase stationary, brochures, marketing, sales & promotional materials and uniforms from an Approved Supplier.

Vehicle

You must own, purchase or lease a Vehicle. Your Vehicle must meet specifications that are in the Manuals, which may include make, model, color, age and mechanical condition. You must display signage on your Vehicle that meets the specifications in the Manuals regarding signs, graphics, logos and lettering. In addition, you will maintain the Vehicle at regular intervals in accordance with laws and regulations to reflect safety and insurance requirements. You will also refurbish the Vehicle at intervals as determined by us or to reflect any changes in the image, design, format or operation of the System and the Marks.

Equipment and Products

Certain equipment and products must be purchased according to our specifications and/or from the Approved Supplier we designate including: stair lifts, ramps, ceiling lifts, grab bars, bathroom accessories. You must keep your equipment in good working order and physical condition meeting the then current standards in the Manuals, including the requirements of any suppliers.

You must own or have access to a laptop or desktop computer system loaded with commercially available software. See Item 11 for further details.

Social Media and Digital Marketing Management

You must use a specific, designated Approved Supplier for social media and digital marketing management for your Franchised Business within your local area. You will not have your own website or social media accounts; rather, we typically set up a webpage as part of our website and set up any other social media and digital marketing sites and accounts for you and require you to manage them through the designated Approved Supplier.

Software

You must use the office management, accounting and customer relationship management software or an online software subscription that we designate as provided by an Approved Supplier. You must provide to us access to all software accounts utilized by you in the operation of the Franchised Business. We also reserve the right to require you to purchase or lease proprietary software from us or an Approved Supplier designated by us in the future.

Insurance

Before you begin operations, you must secure, and throughout the term of the franchise maintain, at your expense, insurance policies to insure against loss, liability, or expense whatsoever arising or occurring upon or in connection with the operation of the Franchised Business for the types and coverages amount of insurance as identified in the Operations Manual, which will include, but not be limited to, automobile insurance, general liability insurance with bodily injury and property coverage, and omissions insurance, and employer's liability and workers' compensation insurance. All insurance policies shall be on forms, upon terms and with insurers reasonably satisfactory to us. We may increase the amounts of coverage or require different or additional coverage in the future due to inflation, the identification of new risks, changes in the law or standards of liability, higher damage awards or other relevant changes in circumstances. All insurance policies shall in all instances be considered primary non-contributory coverage and expressly protect both you and us from liability and action. Your insurance policies must name us as a co-insured or additional insured under the policy. You must furnish to us a certified copy of the certificate with respect to each such policy, which provides that such policy shall not be canceled or modified except upon 30 days prior written notice to us. If you fail to obtain or maintain in force any required insurance or to furnish the required certificates, we may, in addition to other remedies we may have, maintain or obtain insurance and/or certificates on your behalf, and you must promptly reimburse us for all premiums and other costs incurred.

If you engage any independent contractors to perform other services for customers of the Franchised Business, those independent contractors must have in force at the time of performing the services insurance of the types and amounts of coverage as set forth in the Operations Manual including worker's compensation insurance and bodily injury insurance for all services performed. The insurance policy must name you and us as additional insureds under the policy. You must obtain from each independent contractor a certified copy of the certificate of insurance evidencing the coverage prior to the date the independent contractor performs any services for the Franchised Business. Maintenance of any required insurance required shall not relieve you of your indemnification obligation under the franchise agreement. Insurance requirements are identified in the Operations Manual.

Negotiated Pricing

We may negotiate arrangements with a certain number of suppliers of promotional and marketing items or other Supplies that we believe are advantageous and beneficial to the business interest of the franchisees. However, we do not guarantee better pricing or any advantages or benefits. Where we have negotiated arrangements with suppliers, we may derive revenue as a result of required or voluntary purchases by franchisees. We currently do not receive rebates from suppliers based on franchisees' purchases, but we reserve the right to do so in the future.

Revenue from Franchisee Purchases and Supplier Rebates

Our revenue from the sale of supplies, products and services to franchisees and from supplier rebates for the year ending December 31, 2023 was \$480 which represents 0.6% of our total revenues of \$76,044.

Cooperatives

We do not have any purchasing or distribution cooperatives.

Costs to Establish and Operate the Franchised Business

We estimate that the required purchases described in this Item represent approximately 35% of your cost to establish the Franchised Business and approximately 55% of your cost to operate the Franchised Business on an ongoing basis.

ITEM 9

FRANCHISEE'S OBLIGATIONS

This table lists your principal obligations under the Franchise Agreement 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.

Franchise Agreement

OBLIGATION	SECTION IN FRANCHISE AGREEMENT	ITEM IN DISCLOSURE DOCUMENT
a. Site selection and acquisition/lease	Franchise Agreement, Section 2.1	Items 7 and 8
b. Pre-opening purchases	Franchise Agreement, Section 7.3	Items 7, 8 and 11
c. Site development and other pre-opening requirements	None	Items 7, 11 and 16
d. Initial and ongoing training	Franchise Agreement, Section 6.1	Item 11
e. Opening	Franchise Agreement, Section 2.2	Item 11

OBLIGATION	SECTION IN FRANCHISE AGREEMENT	ITEM IN DISCLOSURE DOCUMENT
f. Fees	Franchise Agreement, Sections 3.2.2, 4, 6.1, 7.3.9, 12.10	Items 5 and 6
g. Compliance with standards and policies/Operating Manual	Franchise Agreement, Sections 6.2, 7, 8, 8.3	Item 11
h. Trademarks and proprietary information	Franchise Agreement, Section 8	Items 13 and 14
i. Restrictions on products/services offered	Franchise Agreement, Sections 2.3.3, 7.3.11, 8.2, 8.6	Items 8 and 16
j. Warranty and customer service requirements	Franchise Agreement, Sections 7.3.4, 7.5.3, 10.2.8	Item 11
k. Territorial Development and sales quotas	Franchise Agreement, Section 7.2, 7.3.1	Item 12 and 16
l. Ongoing product/service purchases	Franchise Agreement, Section 7.3.5	Items 8 and 16
m. Maintenance, appearance and remodeling requirements	Franchise Agreement, Section 7.3.5	Item 11
n. Insurance	Franchise Agreement, Section 7.4	Items 7 and 8
o. Advertising	Franchise Agreement, Section 2.1.2, 4.3, 7.2, 7.3.8	Items 6, 7 and 11
p. Indemnification	Franchise Agreement, Section 7.5	Item 6
q. Owner's participation/management/staffing	Franchise Agreement, Section 7.3	Item 15
r. Records and reports	Franchise Agreement, Section 5	Item 6
s. Inspections and audits	Franchise Agreement, Sections 5.3, 5.4, 7.3.14	Item 6
t. Transfer	Franchise Agreement, Section 9	Items 6 and 17
u. Renewal	Franchise Agreement, Section 3.2	Items 6 and 17
v. Post-termination obligations	Franchise Agreement, Sections 3.4, 11	Item 17
w. Non-competition covenants	Franchise Agreement, Section 11.8	Item 17

OBLIGATION	SECTION IN FRANCHISE AGREEMENT	ITEM IN DISCLOSURE DOCUMENT
x. Dispute resolution	Franchise Agreement, Section 12	Item 17

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.

Franchisees

Before you begin operating your Franchised Business, we will:

- (1) Designate your Territory. (**Franchise Agreement, Section 2.1 and Schedule A**).
- (2) Provide you or your owner (if you are an entity) with our Initial Training Program. (**Franchise Agreement, Section 6.1**).
- (3) Lend you a copy of the Manuals for operating the Franchised Business. The Manuals contain our standard operational procedures, policies, rules and regulations with which you must comply. (**Franchise Agreement, Section 6.2**). Before reviewing our Manuals, you must sign a Confidentiality Agreement in the form similar to that attached to the Franchise Agreement as **Schedule F**. Our Manuals contain approximately 66 pages. Additional Product Manuals provided by Suppliers will also be made available. Although our Manuals contain our standards, you are solely responsible for ensuring any Franchised Business premises conforms to local ordinances and building codes and for obtaining any required permits. You are also solely responsible for any required constructing, remodeling, or decorating at the premises, and for hiring and training employees.
- (4) Provide you with a list of approved vendors and consult with you about the initial equipment, Supplies and Products which you must acquire as part of your initial inventory and advise you with respect to the operational needs of your Franchised Business.

During the operation of your Franchised Business, we may:

- (1) Require you or your owner (if you are an entity) to attend refresher and additional training courses described in greater detail later in this Item. Provide additional training programs and support services as we deem appropriate. (**Franchise Agreement, Section 6.2**).
- (2) Provide Telephone Assistance during certain normal working hours. (**Franchise Agreement, Section 6.3.3**)
- (3) Provide you with revisions and updates to our Manuals. (**Franchise Agreement, Section 6.2**).

(4) Periodically modify your obligations under the Franchise Agreement including the adoption of new or modified Marks, Products and Services, equipment and new techniques and the sources of each. (**Franchise Agreement, Section 6.3.2., 7.3.11, 8.4.4**).

(5) Review your advertising materials and approve or disapprove them for your use. (**Franchise Agreement, Section 7.2.1**).

(6) Inspect your Franchise Location at any time it is open for business or at any other reasonable time to check on the condition and operation for compliance with the Franchise Agreement and require that franchisee comply with any other applicable laws. (**Franchise Agreement, Section 7.3.14**).

Marketing Fund

You may not conduct local advertising and promotional activities or use any advertising or other promotional materials without our prior written consent. You may only display the advertising and signage approved by us periodically in the Manuals or as we may otherwise authorize in writing. (**Franchise Agreement, Section 7.2**). We may require you to follow and participate in our approved advertising programs and initiatives.

Your contribution to the Marketing Fund (the “Fund”) is 2% of your Gross Sales. (**Franchise Agreement, Section 4.3 and 11.2**). Affiliate-owned GREENLIGHT MOBILITY businesses will not pay a Marketing Contribution. If all of the Marketing Contributions are not spent in the fiscal year in which they accrue, the remaining amounts are retained in the Fund for use in the following years.

We administer the Fund. The Fund is not a trust or escrow account, and we do not have any fiduciary obligations with respect to the Fund. We shall use the Fund in our sole discretion for what we deem to be in the general best interests of the System, which may include building the reputation, awareness, visibility and acceptance of the GREENLIGHT MOBILITY name and Marks and the services associated therewith. We may use the Fund for various purposes, including, but not limited to, (1) salaries, benefits and any other payments made to employees or any other individual or entity providing services to the Fund or providing marketing, advertising and promotion support to franchisees; (2) the creation, development, implementation and production of advertising and promotional materials (*i.e.*, print ads, radio, film and television commercials, videotapes, direct mail pieces, and other print advertising); (3) any marketing or related research and development; (4) advertising and marketing expenses, including services provided by advertising agencies, public relations firms or other marketing, research or consulting firms; (5) customer surveys, sponsorships, marketing meetings and sales incentives, development and management of our website and intranet system, Internet access provider costs, subscriptions to industry newsletters or magazines, and (6) assisting franchisees in implementing marketing, advertising, and promotional tools and programs, which may include field visits or other targeted or system-wide marketing efforts. The Fund will reimburse us for administrative costs, overhead and accounting expenses incurred in administering the Fund. We will also retroactively reimburse the company for marketing expenses incurred prior to the launch of the brand used to develop the brand. We will not use any of the advertising funds for the solicitation of franchise sales.

We solely determine the use of the monies in the Fund. We are not required to make expenditures for you that are equivalent or proportionate to your contribution or to ensure that you benefit directly or proportionately from the placement of advertising or promotional efforts. We do not have to spend any particular amount on marketing, advertising or promotion in the area where your Franchise Location is established. We have no affirmative obligation to provide you with an accounting of receipts or disbursements of these funds; however, upon your specific written request, Franchisor will provide an annual unaudited statement of the financial condition of the Marketing Fund.

We have certain in-house marketing and advertising resources as well as use outside designers and agencies to create and execute all marketing efforts and campaigns.

For our last fiscal year ended December 31, 2023, we collected \$13,195 in Marketing Contributions and had Marketing Fund expenditures as follows: 23% on website developer fees; 77% for marketing payroll for marketing strategy, campaigns, and marketing support.

Computer System and Equipment

You must own or have access to a laptop or desktop computer system loaded with commercially available software. You may also be required to purchase certain proprietary or third party software or an online software subscription from us or a designated third party vendor. (**Franchise Agreement, Section 7.3.2**). Our current requirements are that the computer system be equipped with Ethernet and USB ports and must support a functioning e-mail program and address (**Franchise Agreement, Section 7.3.2**). You must provide to us access to all software accounts utilized by you in the operation of the Franchised Business and we will have independent access to information and data that you collect, but your computer system must be capable of sending and receiving e-mails to and from us. High speed internet access is required. The approximate cost to purchase or lease this type of computer system is between \$1,000 and \$2,000. You must also have a minimum of one operational and functioning dedicated telephone line for use exclusively by the Franchised Business. You should also own a mobile telephone with SMS capacity. (**Franchise Agreement, Section 7.3.10**) The estimated monthly cost to purchase or lease this equipment is approximately \$100. You must pay for ongoing maintenance and repairs to this equipment, as well as any upgrades or updates we require. (**Franchise Agreement, Section 7.3.2**). We estimate that the current annual cost to do so is approximately \$250 to \$500. We are not required to assist you with buying this equipment. We may transmit communications to you including updates of the Manuals and any policies and procedures via email or through a website portal. (**Franchise Agreement, Sections 6.2, 6.3.4**).

Location Approval

You must select a location for the operation of your Franchised Business within your Licensed Service Area, subject to our approval. You are required to have access to adequate storage space for the inventory and equipment that you must use in connection with the Franchised Business. You may store your inventory and equipment at a leased, subleased, or storage facility You may also use your own property if you have 1,000 square feet of storage area easily accessible for deliveries and loading vans. If you choose, you may operate the office from your home. Utilizing your home for storage of inventory and equipment or as a home office cannot violate any applicable laws, regulations, or zoning restrictions and must conform to our requirement for a storage facility. If you choose to have a home-office and live outside your Licensed Service Area, you must establish a business address/location within your Licensed Service Area. (**Franchise Agreement, Section 2.1.1**.) In determining whether a location will be approved, we will consider the population density and other relevant demographics as well as the distance from other franchise locations and the number of additional franchises that may be established in the general area in the future. We will advise you whether your proposed location is approved or disapproved within 30 days of the date we receive written notice of your proposed location. If you do not submit a site for the location of your business that is approved by us, your franchise may be terminated.

Typical Length of time Before Operation

We estimate that you will open your Franchise Business within 90 to 120 days of signing the Franchise Agreement. You will not be permitted to open your business until you have satisfactorily completed the Initial Training Program. (**Franchise Agreement, Section 7.1**), provided proof of required insurance (**Franchise Agreement, Section 7.4**) and obtained necessary licenses/permits. The factors that affect the time between the signing of the Franchise Agreement and opening of the Franchise Business include obtaining an appropriate Franchise Location, obtaining required licenses and permits, obtaining third-party financing (if necessary), the successful completion of training, obtaining necessary tools and equipment, procuring promotional materials, completing the hiring and training of any support staff and your ability to adequately service the Franchised Business. You may begin operating your Franchised Business only after we give our written approval for you to do so. (**Franchise Agreement, Section 2.2**).

Training

Our Initial Training Program will last approximately 10 days at our headquarters in Randolph, New Jersey. You or your owner (if you are an entity) will generally attend the Initial Training Program at a time we designate at our principal offices or other place we designate. (**Franchise Agreement, Section 6.1**). If either you or your owner does not, in our judgment, successfully complete the training course, we may terminate the Franchise Agreement. (**Franchise Agreement, Section 10.2.2**). In addition, your primary installer (technician/carpenter/contractor) must attend and complete 2 days of training at our headquarters in Randolph, New Jersey that is separate from but held in conjunction with your Initial Training Program. Your primary installer must also complete several hours of online training with our lift vendors and virtually attend and complete training with our approved stairlift and vertical platform lift vendor, currently Harmar. You will receive no compensation or reimbursement for services or expenses for your or your employee's or installer's participation in training. You must pay for all of the expenses of your personnel and you to attend any training program, including travel, lodging, car rentals, meals and the wages of any person attending training. (**Franchise Agreement, Section 6.1.3**). The Initial Franchise Fee includes training for 2 persons. (**Franchise Agreement, Section 6.1.1(2)**). Any additional attendee of the Initial Training Program will pay Franchisor an Additional Initial Training Program Fee of \$500 per person. (**Franchise Agreement, Section 6.1.1 (2)**). We will hold our Initial Training Program as needed to ensure Franchisees have access within 60 days of signing a Franchise Agreement. As of the date of this Franchise Disclosure Document, our Initial Training Program which may be periodically changed, is as follows:

TRAINING PROGRAM

FOR YOU OR YOUR OWNER (if you are an entity)

DAY	SUBJECT	HOURS OF CLASSROOM TRAINING	HOURS OF ON-THE-JOB TRAINING	LOCATION
Day 1				
	Introduction to GreenLight Mobility, Company History and Mission.	1.5	0	Randolph, NJ
	Brand Strategy	2	0	Randolph, NJ
	Insurance/Compliance	1	0	Randolph, NJ
	Office Administration/Accounting	3.5	0	Randolph, NJ
Day 2				
	GLM Sales and Marketing Overview	.5	0	Randolph, NJ
	Referral Sources	1	0	Randolph, NJ
	Networking and Group Education/In-Service	1.5	0	Randolph, NJ
	Warehouse: -Warehouse Organization -Warehouse Equipment -Initial Inventory -Receiving	2	0	Warehouse in Randolph, NJ
Day 3				
	Sales Process -Supplies -Vehicle	1	0	Randolph, NJ

DAY	SUBJECT	HOURS OF CLASSROOM TRAINING	HOURS OF ON-THE-JOB TRAINING	LOCATION
	-Hiring Sales Staff			
	Home Assessment	2	0	Randolph, NJ
	Estimating Modifications -Ramps -Stairlift -GrabBars -Bathroom Modifications -Door Widening -Ceiling Lift Systems -Stair Rails Miscellaneous Construction	3	0	Randolph, NJ
	Approved Suppliers	2	0	Randolph, NJ
Day 4				
	Online Marketing	1	0	Randolph, NJ
	Payment Sources	1	0	Randolph, NJ
	Elder Needs and Solutions	1	0	Randolph, NJ
	Disability Needs and Solutions	3	0	Randolph, NJ
	Assistive Devices	1	0	Randolph, NJ
	Medical Terminology	1	0	Randolph, NJ
Day 5				
	Installation and Construction	6	0	Randolph, NJ & Client Homes
	Hiring Staff	1	0	Randolph, NJ
	Subcontractors	1	0	Randolph, NJ
Day 6				
	Home Evaluations	0	8	Client Homes in NJ
Day 7				
	Home Evaluations	0	8	Client Homes in NJ
Day 8				
	Day with Marketing	0	8	Referral Locations in NJ
Day 9				
	Scheduling	1	0	Randolph, NJ
	Office Procedures	2	0	Randolph, NJ
	Case Studies	2	0	Randolph, NJ
	Role Play	3	0	Randolph, NJ
Day 10				
	Observing and Assisting with Installations	0	8	Randolph, NJ

FOR YOUR PRIMARY INSTALLER (technician/carpenter/contractor)

DAY	SUBJECT	HOURS OF CLASSROOM TRAINING	HOURS OF ON-THE-JOB TRAINING	LOCATION
NJ - Day 1				
	Technical Installation Training	4	4	Randolph, NJ & Client Homes
NJ - Day 2				
	Technical Installation Training	4	4	Randolph, NJ & Client Homes
Online				
	Stairlift Online Training	4	0	Online
	Ceiling Lift Online Training	4	0	Online
Lift Training - Day 1				
	Strairlift Training	8	0	Randolph, NJ and Online
Lift Training - Day 2				
	Strairlift Training	0	8	Randolph, NJ and Online

The training program for you or your owner (if you are an entity) will be conducted by Karen Frank, Gregg Frank, and other personnel of our affiliate as determined. Our instructors have between 8 and 30 years of experience relevant to the subjects taught. The technical installation training at our headquarters for your primary installer will be conducted by Gregg Frank and other personnel of our affiliate as determined. The online and lift training for your primary installer will be conducted by personnel and via online materials selected and prescribed by our approved vendors (currently, Harmar for stairlifts and vertical platform lifts, and Savaria for ceiling lifts).

Our program will be offered as needed and you must complete your initial training at least 10 days before you begin operation of the Franchised Business. Your primary installer must complete the technical training and vendor training programs before they provide installation services for your customers.

Our primary instructional materials consist of our Operations Manual, Supplier Manuals and Marketing Guide. We may also require your owner (if you are an entity) and you to attend refresher courses and additional training courses, and may charge a fee for this. (**Franchise Agreement, Section 6.1.2**). You will also have to pay all of your and your owner's expenses to attend any refresher or additional training course. (**Franchise Agreement, Section 6.1.3**)

We also encourage you to obtain some type of home modification certification, such as from the National Association of Home Builders or a similar organization. This type of certification is accomplished outside of our training programs and you will incur additional costs from outside organizations and vendors if you pursue this type of certification. Such certification is not required.

Computer skills are necessary for the operation and marketing of the Franchised Business. You must become proficient in the use of the Windows and Microsoft software programs on your own. If this is not done before the start of training, the ability to learn external programs and functions may be delayed.

ITEM 12

TERRITORY

Licensed Service Area

You are granted the right to operate the Franchised Business only at an approved Franchise Location within a specific Licensed Service Area (“LSA”). This is an exclusive territory. Provided you are materially compliant with the Franchise Agreement, we will not operate locations or grant another franchise a location for the GREENLIGHT MOBILITY Business in your LSA. You must receive our permission before relocating your Franchise Location.

Your LSA will be defined by contiguous zip codes and be described on Schedule A to the Franchise Agreement. You must establish a location for the Franchised Business (“Franchise Location”) within your LSA, subject to our approval. If you choose to lease space to accommodate the Franchised Business, we must approve the lease. If you choose to have a home-office and live outside your LSA, you must establish a business address/location within your LSA, which includes at least a physical address (not a P.O. Box) and a telephone number within the LSA.

You may not conduct the Franchised Business or offer any products and services in another GreenLight Mobility franchisee’s Licensed Service Area or in any territory in which we or our affiliate(s) operate. As of the date of this disclosure document, our affiliate Back Home Safely LLC operates a similar business in the state of New Jersey. Conducting the Franchised Business in another franchisee’s LSA or in our affiliate’s New Jersey territory will result in a fine of \$1,000 per occurrence payable to Franchisor. This penalty is in addition to the potential for termination of the Franchise Agreement.

The size of your LSA will be based on general population density of approximately 750,000. You may not conduct the Franchised Business in another franchisee’s Licensed Service Area. All territory and areas comprising the LSA must be contiguous and must be approved by us. The population number in your designated LSA is determined based upon recent United States census data and estimates and chamber of commerce information, but we make the final determination. In the event you receive business from outside your LSA, you must refer the business to the franchisee who licenses the applicable Licensed Service Area or to our affiliate in New Jersey.

You do not automatically receive any options, rights of first refusal or similar rights to acquire additional franchise locations within or outside your LSA. You must purchase another franchise to obtain an additional territory if you qualify, subject to territorial availability and our approval. See below section on the Deposit Remittance Form.

There are no minimum gross sales requirements to maintain your territorial rights. You do, however, have a minimum Monthly Royalty Fee. See Item 6.

Marketing Requirements and Restrictions

You must use your best efforts to affect the best possible distribution and sale of the GREENLIGHT MOBILITY Products and Services, and to solicit potential customers for the Franchised Business within your LSA.

You are prohibited from target marketing efforts directed to customers in another franchisee’s LSA or in our affiliate’s New Jersey territory. There are, however, no restrictions to marketing, soliciting or contacting referral sources or facilities outside your LSA in order to serve clients within your LSA. All marketing representations must include a list or description of your LSA.

Competition

You may face competition from other franchisees, from outlets that we or an affiliate owns, or from other channels of distribution or competitive brands that we control. We are not currently in the business of conducting home modifications and related contracting services that are associated with the Franchised Business, and therefore we will not accept business generated within your LSA. Our affiliate abides by the same territorial restrictions.

We do not currently sell Products and Services to customers located in your LSA. We, however, expressly reserve the exclusive, unrestricted right, directly and indirectly to: (i) own, acquire, establish and/or operate, and license others to establish and operate, a GreenLight Mobility Business at any location outside of your LSA; (ii) own, acquire, establish and/or operate, and license others to establish and operate, businesses under other proprietary marks or other systems, whether such businesses are the same, similar, or different from the Franchised Business, at any location, whether inside or outside of your LSA; (iii) own, acquire, establish and/or operate, and license others to establish and operate businesses, whether inside or outside of your LSA, that: (a) produce, license, distribute and market GreenLight Mobility branded products, clothing, souvenirs, and novelty items through any outlet (regardless of its proximity to the Franchised Business) including retail and department stores and through any distribution channel, at wholesale or retail, including by means of the Internet, mail order catalogs, direct mail advertising and other distribution methods; and (b) license additional Products and Services under the Marks in the Licensed Service Area; and (iv) own, acquire, establish and/or operate and grant others the right to develop, own, operate and issue franchises and licenses to others to develop, own and operate other methods and channels of distribution under different marks and branding or utilizing the Marks and the System, including, without limitation, toll-free telephone numbers, domain names, URLs, on-line computer networks and services, the Internet, kiosks, carts, concessions, satellite units, other mobile, remote, limited service or non-permanent facilities or other retail operations.

We do not currently have, but are not prohibited from establishing, any company-owned, affiliate-owned, or franchised outlets for a similar or competitive business within your Territory under a different trademark or service mark.

We are not required to pay you any compensation if we exercise any of these rights.

Deposit Remittance Form

We may offer to some prospective franchisees the right to reserve a particular LSA for a possible franchise purchase for an agreed upon amount of time by signing a Deposit Remittance Form and paying a non-refundable deposit of \$10,000. If we offer this opportunity to you and you submit the signed form and the deposit, for the period of time designated in the form, typically 90 days, we will not grant a franchise with a LSA that covers all or a portion of the reserved territory described in the Deposit Remittance Form (“Reserved Territory”). If you have not signed a Franchise Agreement within the agreed upon period of time as stated in the signed Deposit Remittance Form, you will no longer have any rights to the Reserved Territory and we will be free to grant a territory to a franchisee for all or a portion of the Reserved Territory.

National Accounts

We may establish national accounts with companies that may contain certain eligibility criteria for participation. If you are eligible to service these National Accounts and are interested in doing so, you will be required to sign a separate National Account Service Agreement for each customer identifying the conditions under which Products and Services will be provided.

ITEM 13

TRADEMARKS

As a Franchisee, you are licensed to use and display the trademark GREENLIGHT MOBILITY and related Marks using it for the duration of the Franchise Agreement only for the operation of the Franchised Business. You may not license or sublicense any trademarks, service marks, trade names, logotypes or commercial symbols owned by us, or our affiliates. We may require you to use this name with other words or symbols. We may also permit you to use other trademarks owned or licensed by us in the operation of your Franchised Business. By Marks, we mean trade names, trademarks, service marks, logos and other commercial symbols used to identify your Franchised Business. We have filed an application for registration for the following trademark on the Principal Register of the United States Patent and Trademark Office (“USPTO”):

TRADEMARK	REGISTRATION NUMBER	REGISTRATION DATE
GREENLIGHT MOBILITY	5105805	December 20, 2016

All affidavits of use and incontestability have been filed at the time specified by law.

We also claim common law rights in other marks and logos that we have developed; however, we have not applied for registration of these marks.

If our right to use the trademark is challenged, you may be required to change to an alternative trademark, which may increase your expenses. You must follow our rules when you use these trademarks. You are prohibited from using any of our trademarks as part of your corporate, partnership, limited liability company or other entity name or with any prefix, suffix, or other modifying words, terms, designs or symbols. You may not use our trademarks for the sale of an unauthorized product or service or in a manner not authorized in writing by us.

We are not aware of any currently effective material determinations of the USPTO, the Trademark Trial and Appeal Board, the trademark administrator of any state or any court, or any pending infringement, opposition or cancellation or any pending material litigation involving the principal trademarks. There are no agreements currently in effect that significantly limit our rights to use or license the use of the principal trademarks that are material to the franchise, nor are there any prior superior rights or infringing uses actually known to us that could materially affect your use of the licensed trade name, trademarks, or service marks. However, we have not conducted an exhaustive search of users of names that may be the same or similar to our Marks and we may not be able to prevent their continued use of these words, particularly in cases where their use predates our federal trademark and service mark registrations. There may be similar uses to our Marks of which we are unaware that could arise from prior users. No agreements limit our right to use or license the use of our trademarks.

You do not acquire any ownership of these trademarks or any right to goodwill attributed to them. You acknowledge that we own these trademarks and that they are valid trademarks. You may not challenge our ownership of the trademarks or to assist anyone else in doing so. You also may not challenge our right to use and license the use of the trademarks or to assist anyone else in doing so. You also may not acquire any similar or identical trademarks.

You must promptly notify us if you learn about an infringement of the Marks or a challenge to your use of them. We may take the action we decide is appropriate to protect and defend the Marks and the system. If we institute litigation or elect to defend an action, you must cooperate in any action if requested by us.

We may, but are not obligated by the Franchise Agreement to participate in your defense in any administrative or judicial proceeding involving our Marks, or to indemnify you for costs and expenses you incur if you are a party in any action or proceeding involving our Marks. We have the sole right, but no obligation, to control any litigation involving our Marks and to compromise or settle any claim, in our discretion, at our sole cost and expense, using attorneys of our own choosing, and you must cooperate fully in defending any claim and you may participate, at your own expense, in the defense or settlement. You may not make any demand against any alleged infringer, prosecute any claim or settle or compromise any claim by a third party without our prior written consent. You agree in the Franchise Agreement not to contest, directly or indirectly, our ownership, right, title or interest in our Marks, or contest the sole right of to register, use, or license others to use those Marks.

Periodically, in the Manuals or in directives or supplemental bulletins, we may add to, delete, or modify any or all of the Marks.

You must modify, replace or discontinue the use of a trademark if we so require. You must pay for your costs of compliance (e.g., changing signs, destroying or recalling advertising and promotional items).

ITEM 14

PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

You do not receive the right to use an item covered by a patent, but you can use the proprietary information we provide to you periodically for the operation of your Franchised Business including our operations manual and other written materials. Although we have not filed an application for copyright registration, do not currently have any pending patent applications, and do not currently own any rights in, or licenses to patents or copyrights that are material to the franchise, we claim copyright protection for the all Manuals, artistic designs, word combinations and other marketing, operations and training materials that we license you to use, other proprietary information and publications we own or have acquired under license from a third party, and everything concerning operating procedures. All of this is our proprietary intellectual property.

There are no infringing uses actually known to us that could materially affect your use of the copyrights, trade secrets, processes, methods, procedures, or other proprietary information described above. There are no agreements currently in effect that limit our rights to use or license the above-mentioned copyrights in any manner.

You must notify us if you learn about an infringement of or challenge to your use of these copyrighted materials. We may take the action we believe appropriate if a third party is infringing on any of our copyrights.

We will provide you with information that is confidential, proprietary, and constitutes trade secrets. Examples of this type of information include knowledge of the system and the technology, concepts or results relating to related technology, sources and suppliers of equipment, and, in general, methods, techniques, formulas, formats, specifications, standards, procedures, know-how, information systems, forms of agreement and actual agreements used in connection with the Franchised Business, and the entire contents of the Manuals. You must maintain the absolute confidentiality of all such information during and after the term of the Franchise Agreement. You also must not use any such information in any other business or in any manner not specifically authorized or approved in writing by us, or make copies of such information, or divulge such information to any other person except as permitted by us. You must obtain a confidentiality agreement (in a form provided by us, which form, among other provisions, will designate us as a third-party beneficiary of such covenants with the independent right to enforce them) from any other person involved in your Franchised Business who will have access to any confidential information or trade secrets.

ITEM 15

OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

You must devote full time and effort to the active management and operation of the Franchised Business. If you are a corporation or other entity, an Owner (as that term is defined in the Franchise Agreement) must directly supervise the business. You may hire a full-time manager for the Franchised Business only if you obtain our prior written consent. In this event, you must continue to actively oversee the operations of the Franchised Business and supervise the manager. Any manager must complete the Initial Training Program to our satisfaction and must sign a confidentiality and non-competition agreement in a form acceptable to us before he or she begins managing the Franchised Business. We can supply you with a model confidentiality and non-competition agreement that you can use; however, it is your responsibility to work with your own local legal counsel to ensure that any contract you use complies with the law of your particular state.

If you are a corporation or other entity, each of your Owners must sign the Personal Guaranty in the form attached to the Franchise Agreement. We may also require any person involved in assisting you to fulfill your obligations under the Franchise Agreement who will have access to any of our confidential information or trade secrets to sign a confidentiality agreement in a form acceptable to us. Your officers, directors, executives, members, managers, shareholders, partners, employees and owners must sign a non-competition agreement in a form acceptable to us.

You are not required to grant an equity interest to any employee or manager.

ITEM 16

RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

As described in this Item and in Item 8 and Item 12, the Products and Services you offer in connection with the Franchised Business are restricted as are the customers to whom you may sell (in your Licensed Service Area).

You must offer and sell only those Products and Services we specify or approve. You must offer the approved Products and Services in the manner we require and only in your Licensed Service Area. You have discretion to offer certain optional Products and Services that we may designate in the Manuals. You may not offer any Products and Services that are not approved by us without first obtaining our written consent, which will be exercised using reasonable business judgment. In operating the Franchised Business, you must only use the type of tools and equipment we approve.

You may not off any Products and Services through alternative channels of distribution without our prior written approval. We have the right without limitation to change and add to the types of Products and Services offered through the Franchised Business. Some changes may require you to purchase new equipment in order to sell the new items. You agree to immediately cease offering discontinued Products and Services upon notice. If any applicable law has certain restrictions or preconditions on offering any Products and Services, you must comply.

You can use only stationery, advertising and promotional materials, reports and forms with the Marks and colors authorized by us.

You are prohibiting from marketing, advertising, competing for business or promoting the Franchised Business or otherwise soliciting customers outside your LSA. For a description of your rights in connection with your territory, see Item 12 of this Disclosure Document.

For a description of your restrictions on Approved Suppliers, see Item 8 of this Disclosure Document.

ITEM 17

RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

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

PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
a. Length of the franchise term	Section 3.1	Term is 10 years from the Effective Date of the Franchise Agreement
b. Renewal or extension of the term	Section 3.2, 3.4	You have no right to a renewal term. If you meet the requirements described below, you may be eligible for a successor franchise agreement for a successive term. If you do not sign a successor agreement prior to your expiration but continue to operate as a GreenLight Mobility franchisee, at our option, your Franchise Agreement may be treated as either: (i) expired and a breach of the Franchise Agreement; or (ii) continue on a month-to-month basis until either party provides notice to the other of its intent to terminate this extended period or the parties enter into a successor agreement.
c. Requirements for franchisee to renew or extend	Section 3.2	Provide us 180 days' notice prior to the expiration of your current Term; you must pay the \$2,500 and sign the then-current Franchise Agreement being offered to new franchisees, which may contain materially different terms and conditions than your original agreement; be in compliance with the franchise agreement, mandatory specifications, standards and operating procedures, and marketing programs; comply with any additional training or modernization requirements; sign a general release. If all conditions are satisfied, we may decline to renew your franchise if we have discontinued offering new or renewal franchises in the state where your franchise is located, subject to conditions.
D. Termination by franchisee	Section 10.1	If we are in material breach and fail to cure within 60 days after notice, and you are in full compliance with the franchise agreement. Any termination for our failure to perform obligations before you open for business must be done within 30 days of the date you open for business. You may terminate the franchise agreement on any grounds available under applicable law.
e. Termination by franchisor without cause	None	Not Applicable.
f. Termination by franchisor with cause	Sections 10.2, 10.3	We can terminate if you default or if events described in (g) and (h) below occur.
g. "Cause" defined – curable defaults	Section 10.3	You have 15 days to cure the following: failure to make timely payments or failure to accurately state or report Gross Revenue or other required information when due; jeopardizing the goodwill or reputation of the franchisor including unauthorized use of Marks; or failure to comply

PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
		<p>with your obligations to promote and manage the business as identified in Section 7 of the Franchise Agreement.</p> <p>You have 30 days to cure any other default under the Franchise Agreement.</p>
h. “Cause” defined – non-curable defaults	Section 10.2	<p>Non-curable defaults by you: insolvency or assignment for creditors, bankruptcy; material misrepresentation or omission in application or report; indicted by grand jury or felony convictions or repeated conduct that reflects unfavorably on us; unauthorized assignment; breach of other agreement with us; fails to operate business for 7 consecutive days; fail to successfully complete the initial training program; violates territory boundaries after previously receiving 1 prior written notice of violation; under-report gross sales by 3%; violate any federal, state or local law or regulation; fail to attend first conference you repeatedly conduct yourself in an unprofessional manner after receiving 2 prior written notices; receipt of 2 or more notices of default in any 12 month period;</p>
i. Franchisee’s obligations on termination/non-renewal	Section 11	<p>Obligations include: pay all amounts owed to us; cease identifying yourself as affiliated with the System or the Marks, including cancelling all associated telephone numbers and internet directory listings; cease using Marks and proprietary information; return all materials and the Manuals; and cancel all fictitious or assumed names relating to the Marks; keep all information associated with the Franchised Business confidential; comply with any other requirements in the Manuals; and others (see (r) below).</p>
j. Assignment of contract by franchisor	Section 9.1	<p>No restriction on our right to assign.</p>
k. “Transfer” by franchisee– definition	Section 9.2	<p>Includes transfer of rights under Franchise Agreement, transfer of your Franchised Business or its assets, and transfer of equity or interest in you.</p>
l. Franchisor approval of transfer by franchisee	Section 9.2	<p>We must approve any assignment or transfer.</p>

PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
m. Conditions for franchisor approval of transfer	Section 9.2	You must give us prior written notice describing the terms of the transfer at least 60 days in advance of the proposed Transfer; you must be in good standing; the sale and purchase agreement between the parties must not damage the goodwill of the System, proposed transferee must meet our standards; you and your principals must sign a general release of us; proposed transferee obtained all requisite licenses and consents; proposed transferee must sign the then-current form of Franchise Agreement and guaranty; proposed transferee must expressly assume your obligations under the Franchise Agreement in writing; pay a transfer fee of 25% of the then current Initial Franchise Fee; pay the Transferee Training Fee; the proposed transferee or the individual designated by the proposed transferee to manage the day-to-day operations of the Franchised Business must satisfactorily complete the initial training program; either you or the transferee have agreed to implement any modernization requirements
n. Franchisor's right of first refusal to acquire your business	Section 9.3	We can match any offer for a proposed transfer subject to the process and conditions stated in this Section of the Franchise Agreement.
o. Franchisor's option to purchase your business	None	Our only option to purchase the Franchised Business is through a right of first refusal. See (n) above.
p. Death or disability of franchisee	Section 9.4	Within 6 months after death or proven disability, heirs or legal representatives may take over or assign to a third party the interest of the disabled or deceased person, subject to the transferee's satisfaction of the prerequisites for approving other assignees, as described in (m) above.
q. Non-competition covenants during the term of the franchise	Section 11.8	You and your owners and their family members (who live in the same household) may not divert business from the Franchised Business. Nor shall such persons be involved in a Competitive Business, defined as any business where five percent (5%) or more of its sales include services similar to that offered by the Franchised Business, including construction companies, mobility equipment and accessibility business, and similar businesses.
R. Non-competition covenants after the franchise is terminated or expires	Section 11.8, 12.10	No competing business for 24 months after termination or expiration (including assignment) within 25 miles of your LSA, within 25 miles of the LSA of any other franchisee as existing at the time of termination or expiration, or within the state of New Jersey which is where our affiliate operates. For 3 years you cannot solicit or service customers of the Franchise Business. For 18 months you cannot solicit or service current customers of any GREENLIGHT MOBILITY franchisee or employ employees of Franchisor or other franchisees. If covenants not to compete are not enforceable in your state and you continue to operate, you must pay a deferred training fee as liquidated damages in an amount equal to thirty percent (30%) of Franchisee's average annual Gross Sales over the Franchisee's preceding three (3) years (or

PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
		for such shorter period if Franchisee has not been under a Franchise Agreement for a full three (3) year period).
S. Modification of the agreement	Section 6.2.2, 6.3.2, 7.3.5, 11.8.5, 13.3, 13.5	Generally, no modifications except in writing signed by both parties, the System and the Manuals are subject to change; a court may also modify an unenforceable provision to the extent necessary to make it enforceable.
t. Integration/merger clause	Section 13.5	Only the terms of the Franchise Agreement and any addendum are binding. Any representations or promises outside of the Disclosure Document and the Franchise Agreement may not be enforceable.
u. Dispute resolution	Section 12	Most disputes between the parties shall first be submitted to good faith discussions, then non-binding mediation; waiver of jury trial; recovery limited to actual damages sustained.
v. Choice of forum	Section 12.2	New Jersey in the county in which Franchisor's principal place of business is located, which is currently Morris County, New Jersey
w. Choice of law	Section 12.1	New Jersey law applies, except the Lanham Act shall also apply to provisions concerning trademarks, trade names, service marks, slogans, copyrights, designs, emblems, logos, trade dress, trade secrets and commercial symbols.

APPLICABLE STATE LAW MAY REQUIRE ADDITIONAL DISCLOSURES RELATED TO THE INFORMATION IN THIS DISCLOSURE DOCUMENT. THESE ADDITIONAL DISCLOSURES, IF ANY, APPEAR IN EXHIBIT 7 ATTACHED TO THIS DISCLOSURE DOCUMENT.

ITEM 18

PUBLIC FIGURES

We do not use any public figure to promote its franchises.

ITEM 19

FINANCIAL PERFORMANCE REPRESENTATIONS

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

Financial Performance Representation

The following representation contains historical financial performance representations for our: (1) Table 1 – our franchisee’s financial information from January 1 to December 31, 2023 from operations in Charlotte, North Carolina; and (2) Table 2 –our affiliate Back Home Safely, LLC’s financial information for its 2023 calendar year operations in central and northern New Jersey (headquartered in Randolph, New Jersey). Table 1 includes our franchisee’s Gross Revenue, Estimated Earnings, and Estimated Margin information. Table 2 includes our affiliate’s Total Income, Gross Profit, and Estimated Margin information. Our affiliate operated during the entire 12-month January 1 to December 31 2023 reporting period in a single LSA in central and northern New Jersey with about 780,000 population in an area about the size of approximately 7 standard franchise territories. Our affiliate operates under the “Back Home Safely” names and marks, not Greenlight Mobility; however, the business is the same as that being offered pursuant to this disclosure document.

We only had one franchised outlet open in 2023. The data in the following tables comes from the reported historical performance; accordingly, 100% of the outlets reporting attained the stated results. See the notes following each table and the financial performance representation for additional information.

Table 1
Franchisee Financial Information
January through December 2023

Franchisee	Gross Revenue	Estimated Earnings	Estimated Margin
Charlotte, North Carolina	\$861,879	\$168,797	19.6%

¹ “Gross Revenue” means all receipts derived from gross receipts and other revenue related to our franchisee’s operations in Charlotte, North Carolina, whether the receipts are evidenced by cash, credit, checks, services, property, or other means of exchange.

² “Estimated Earnings” means earnings after subtracting costs of good sold and business expenses and deductions from Gross Revenue. The businesses expenses include royalty and marketing fund payments.

Table 2
Our Affiliate’s Financial Information
January through December 2023

	<u>2023</u>
Bathroom Renovations	\$348,030
Ramp Purchases and Rentals	\$848,424
Stairlift Purchases and Rentals	\$1,918,272
Grab Bars	\$447,859
Services and Other Sales	<u>\$315,601</u>
Beds & Lift Recliner Chairs	<u>\$838,647</u>
TOTAL INCOME¹	\$4,716,833

Construction Materials	\$211,806
Stairlift Purchases	\$433,634
Ramp Purchases	\$202,803
Other Product Purchases ²	\$560,871
Subcontracted Services ³	<u>\$234,262</u>
TOTAL COST OF GOODS SOLD⁴	\$1,643,376
GROSS PROFIT⁵	\$3,073,457

¹ “Total Income” means all receipts derived from gross rental receipts and other revenue related to our Affiliate’s operations in central and northern New Jersey, whether the receipts are evidenced by cash, credit, checks, services, property, or other means of exchange.

² “Other Product Purchases” includes beds, seat lift chairs, ceiling lifts, portable showers, etc.

³ Costs related to “Subcontracted Services” (which is part of the costs of goods sold) and payroll (which is an expense and not part of cost of goods sold), may fluctuate and vary widely, depending on whether you use subcontracted services or employee labor to install stair lifts, ramps, and other products. Our Affiliate mostly used Subcontracted Services to perform bathroom renovations and trades work such as electrical, plumbing, etc.

⁴ “Total Costs of Goods Sold” means the total cost of purchasing and selling the products and services to derive Total Income, including the various product purchases costs and subcontracted services.

⁵ “Gross Profit” means Total Income minus Costs of Goods Sold and is calculated before the deduction of other expenses. It does not include or account for any of our Affiliate’s expenses related to payroll, rent, insurance, advertising and promotion, telephone, office equipment and supplies, utilities and garbage, postage and delivery, credit card and merchant fees, business licenses and permits, auto leases and maintenance, computer, software, internet, royalties, marketing fees, travel, meals and entertainment, and other miscellaneous operating expenses. Our Affiliate incurred certain expenses that franchisees are not likely to incur, such as expenses related to rent for a large office and warehouse facility, occupational therapist licensing and significant travel to attend out-of-state conferences.

⁶ While you are required to have access to adequate storage space for the inventory and equipment that you must use in connection with the Franchised Business and you may store your inventory and equipment at a leased, subleased, or storage facility. You may also use your own property if you have 1,000 square feet of storage area easily accessible for deliveries and loading vans. If you choose, you operate the office from your home. –Utilizing your home for store of inventory and equipment or as a home office can –not violate any applicable laws, regulations, or zoning restrictions and must conform to our requirement for a storage facility. Your costs may vary considerably depending on the size, condition and location of the leased storage facility and local requirements.

⁷ Our Affiliate’s estimated margin for the years outlined in the table above were:

2023
27.2%

For the purposes of this note, “Estimated Margin” means Total Income minus Total Cost of Goods Sold and estimated key expenses divided by Total Income. This calculation excludes taxes and payments to owners which could vary widely. Estimated key expenses include standard expenses from the operation of the home

modifications business including expenses such as labor, rent, insurance, advertising and promotion, telephone, office equipment and suppliers, utilities and waste, postage and delivery, credit card and merchant fees, business licenses and permits, auto leases and maintenance, computer, software, internet, technology fees, travel, meals and entertainment, and other miscellaneous operating expenses. They may not include all items of expense that may be found in a typical profit margin calculation because our affiliate incurred certain expenses that franchisees are not likely to incur. For instance, our Affiliate had legal and professional fee expenses for certain trademarks and acquisition transactions as well as travel expenses and donations. These expenses are not reflected in the table above as a franchisee will not incur such expenses. Our Affiliate also had rent, labor, and other expenses associated with having and sharing certain office space such as conference room and additional offices and payments made to certain principal operators that are shared with us for training and support that are above and beyond what a franchisee would incur. The full rent and labor expenses are not reflected and are replaced by reduced rent and labor estimates in the table above because we strongly suggest that you operate out of and only sublease office and warehouse space as needed. Our Affiliate's estimated key expenses that were used to calculate the Estimated Margin do not include royalty or marketing fund payments. The current royalty amount is 7% of your gross sales and the current marketing fees amount is 2% of your gross sales. Our affiliate did not pay to us and the financial performance representation set forth above does not contain any information for Royalties or Marketing Contribution payments. You will be expected to pay the Royalties and Marketing Contribution required in your franchise agreement. We anticipate that our affiliate pays the same rates as will our franchisees for equipment, materials, and other items. Our affiliate does not currently receive rebate, discount or other similar financial benefit from its purchases. The amount of rebate that *we* received in our last fiscal year, if any, is disclosed in Item 11, above.

Written substantiation for the financial performance representation presented above will be made available to a prospective franchisee on reasonable request. We recommend that you make your own independent investigation to determine whether or not the franchise may be profitable, and consult with an attorney and other advisors prior to executing the Franchise Agreement.

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

ITEM 20

OUTLETS AND FRANCHISEE INFORMATION

**TABLE NO. 1
SYSTEM-WIDE OUTLET SUMMARY
FOR YEARS 2021 to 2023**

Col. 1 Outlet Type	Col. 2 Year	Col. 3 Outlets at the Start of the Year	Col. 4 Outlets at the End of the Year	Col. 5 Net Change
Franchised	2021	0	1	+1
	2022	1	1	0
	2023	1	1	0
Affiliate-Owned	2021	1	1	0
	2022	1	1	0
	2023	1	1	0
Total Outlets	2021	1	2	+1
	2022	2	2	0
	2023	2	2	0

**TABLE NO. 2
TRANSFER OF OUTLETS FROM FRANCHISEES TO NEW OWNERS
(OTHER THAN FRANCHISOR OR AN AFFILIATE)
FOR YEARS 2021 to 2023**

STATE	YEAR	NUMBER OF TRANSFERS
Totals	2021	0
	2022	0
	2023	0

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

Col. 1 State	Col. 2 Year	Col. 3 Outlets at Start of Year	Col. 4 Outlets Opened	Col. 5 Termination s	Col. 6 Non- Renewal s	Col. 7 Reacquired by Franchisor	Col. 8 Ceased Operations Other Reasons	Col. 9 Outlets at End of the Year
North Carolina	2021	0	1	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
Totals	2021	0	1	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1

**TABLE NO. 4
STATUS OF AFFILIATE OWNED OUTLETS
FOR YEARS 2021 to 2023**

Col. 1	Col. 2	Col. 3	Col. 4	Col. 5	Col. 6	Col. 7	Col. 8
State	Year	Outlets at Start of the Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets Sold To Franchisee	Outlets at End of the Year
New Jersey	2021	1	0	0	0	0	1
	2022	1	0	0	0	0	1
	2023	1	0	0	0	0	1
Totals U.S.	2021	1	0	0	0	0	1
	2022	1	0	0	0	0	1
	2023	1	0	0	0	0	1

* Our affiliate, Back Home Safely LLC, operates a business similar to the business being franchised in northern and central New Jersey since 2007.

**TABLE NO. 5
PROJECTED OPENINGS AS OF January 1, 2024 THROUGH
DECEMBER 31, 2024**

STATE	FRANCHISE AGREEMENTS SIGNED BUT OUTLET NOT OPENED	PROJECTED NEW FRANCHISED OUTLETS IN THE NEXT FISCAL YEAR**	PROJECTED NEW COMPANY-OWNED OUTLETS IN THE NEXT FISCAL YEAR
Total	0	1	0

Exhibit 4 contains a complete listing of all current franchisees (and the addresses and telephone numbers of their operations) as of our last fiscal year.

Exhibit 4 also contains a list of the name, city and state, and the current telephone number (or if unknown, the last known home telephone number) of every individual franchisee 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.

In some instances, current and former franchisees may sign provisions restricting their ability to speak openly about their experience with us. You may wish to speak with current and former franchisees, but be aware that not all these franchisees will be able to communicate with you.

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

There are no independent trademark-specific franchisee organizations associated with the franchise system being offered that have asked to be included in this Disclosure Document.

ITEM 21

FINANCIAL STATEMENTS

Attached as **Exhibit 1** to this Disclosure Document are our audited Financial Statements for the fiscal years ending December 31, 2023, 2022, and 2021. Our fiscal year-end is December 31.

ITEM 22

CONTRACTS

The following agreements are attached to this Disclosure Document:

Exhibit 2: Franchise Agreement with the following Schedules:

- A. Data Sheet
- B. Personal Guaranty
- C. Electronic Transfer of Funds Authorization
- D. Power of Attorney and Assignment of Telephone Number Agreement
- E. Credit Card Authorization
- F. Form of Confidentiality Agreement and Personal Covenants Agreement
- G. Addendum Acknowledgment to Franchise Agreement

Exhibit 5: Deposit Agreement

ITEM 23

RECEIPTS

Two (2) copies of an acknowledgment of your receipt of this Disclosure Document appear as **Exhibit 8**. Please return one copy to us and retain the other for your records.

EXHIBIT 1
FINANCIAL STATEMENTS

**GLM FRANCHISING, LLC
FINANCIAL STATEMENTS
DECEMBER 31, 2023**

MUHAMMAD ZUBAIRY, CPA
Certified Public Accountant
646.327.7013

INDEPENDENT AUDITOR'S REPORT

To the Members of
GLM Franchising, LLC

Opinion

We have audited the financial statements of GLM Franchising, LLC, which comprises the balance sheets as of December 31, 2023, and the related statement of operations, and 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 referred to above present fairly, in all material respects, the financial position of GLM Franchising, LLC as of December 31, 2023 and the results of its operations and its cash flows for the 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 GLM Franchising, LLC, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial 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 GLM Franchising LLC's ability to continue as a going concern within one year after the date that the financial statements are 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, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users made on the basis of these financial statements.

In performing an audit in accordance with GAAS, we:

Exercise professional judgment and maintain professional skepticism throughout the audit.

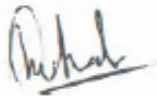
Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.

Obtain an understanding of internal control relevant to the audit 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 GLM Franchising, LLC's internal control. Accordingly, no such opinion is expressed.

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

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

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



Muhammad Zubairy, CPA
Westbury, NY
February 25, 2024

GLM FRANCHISING, LLC
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GLM FRANCHISING, LLC
BALANCE SHEETS

	<u>ASSETS</u>	
	<u>YEARS ENDED DECEMBER 31</u>	
	<u>2023</u>	<u>2022</u>
Current Assets		
Cash	\$ 105,142	\$ 49,763
Accounts Receivable	5,556	3,061
Total Assets	<u>\$ 110,698</u>	<u>\$ 52,824</u>
 <u>LIABILITIES AND MEMBERS' EQUITY</u> 		
Current Liabilities		
Contract Liability	\$ 2,958	\$ 2,958
Brand Fund Payable	4,655	—
Due to related party	8,560	—
Accounts Payable and Accrued Expenses	—	1,219
Total Current Liabilities	<u>16,173</u>	<u>4,177</u>
Contract Liability, net of current	19,963	22,920
Members' Equity	<u>74,562</u>	<u>25,727</u>
Total Liabilities and Members' Equity	<u>\$ 110,698</u>	<u>\$ 52,824</u>

See notes to financial statements

GLM FRANCHISING, LLC
STATEMENTS OF OPERATIONS AND MEMBERS' EQUITY

	YEARS ENDED DECEMBER 31	
	2023	2022
Revenue		
Franchise Fees	\$ 2,958	\$ 2,958
Royalty Fees	59,411	15,220
Marketing Fees	13,195	3,762
Other Income	480	—
Total Revenue	<u>76,044</u>	<u>21,940</u>
Operating Expenses	<u>27,209</u>	<u>20,102</u>
Net (Loss)	48,835	1,838
Members' Equity - Beginning	25,727	23,889
Members' Contribution	<u>—</u>	<u>—</u>
Members' Equity - Ending	<u>\$ 74,562</u>	<u>\$ 25,727</u>

See notes to financial statements

GLM FRANCHISING, LLC
STATEMENTS OF CASH FLOWS

	YEARS ENDED DECEMBER 31	
	2023	2022
Cash Flows from Operating Activities:		
Net (loss)	\$ 48,835	\$ 1,838
Adjustments to reconcile net (loss) to net cash provided (used) by operating activities:		
Accounts Receivable	(2,495)	(3,061)
Accrued expenses	(1,219)	1,219
Brand Fund Payable	4,655	—
Due to related party	8,560	—
Contract Liability	(2,957)	(2,958)
	<u>55,379</u>	<u>(2,962)</u>
Net Increase in Cash	55,379	(2,962)
Cash - Beginning of Year	<u>49,763</u>	<u>52,725</u>
Cash - End of Year	<u>\$ 105,142</u>	<u>\$ 49,763</u>

See notes to financial statements

1. THE COMPANY

GLM Franchising, LLC is a New Jersey Limited Liability Company, was formed on April 11, 2015, to grant the right to operate an independently owned Greenlight Mobility franchise. The Greenlight Mobility business offers home modifications for the disabled and individuals with limited mobility as well as contracting services, including assessments, evaluations, consultations, estimates and other general home improvement and home maintenance services.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Accounting-The accompanying financial statements have been prepared on an accrual basis of accounting in conformity with accounting principles generally accepted in the United States of America. Under the accrual method, revenues are recognized when earned and expenses are recognized when a liability is incurred, without regard to receipt or disbursement of cash.

Franchise Arrangements-The Company's franchise arrangements include a license which provides for payments of initial fees as well as continuing royalties to the Company based upon a percentage of sales. Under this arrangement, franchisees are granted the right to operate a GLM Franchise for a specified number of years.

Concentration of Credit Risk-Financial instruments that potentially expose the Company to concentration of credit risk primarily consist of cash and cash equivalents. The balances in the Company's cash accounts did not exceed the Federal Deposit Insurance Company's (FDIC) insurance limit of \$250,000. The Company maintains its cash and cash equivalents with accredited financial institutions.

Use of Estimates-The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could vary from those estimates.

Income Taxes-The Company's entity was organized as a limited liability company. Accordingly, under the internal revenue code, all taxable income or loss flows through to its member. Therefore, no income tax expense or liability is recorded in the accompanying financial statements.

3. REVENUE RECOGNITION

The Company records revenue in accordance Accounting Standards Board ("FASB") and Accounting Standards Update ("ASU") No. 2014-09, Revenue from Contracts with Customers (Topic 606). The transaction price attributable to performance obligations are recognized as the performance obligations are satisfied. The portion of the franchise fee, if any, that is not attributable to a distinct performance obligation are amortized over the life of the related franchise agreements. Commission paid for franchises are amortized over the life of the franchise agreement. The company adopted ASC-606 and ASU 2021-02, starting with January 1, 2019. The adoption required no adjustment, as there was no prior franchise fees received.

4. MARKETING FUND FEES

The Company's franchise agreement allows for collection of marketing fund fees, whose proceeds are restricted to brand name and franchise advertising. Any unused funds are carried forward to subsequent periods. Excess of marketing fund fees collected and expended for the year ending December 31, 2023 was \$4,655.

8. RELATED PARTY TRANSACTIONS

From time to time, the Company receives advances from related parties or companies with common ownership. These advances bear no interest and are payable upon demand. At December 31, 2023, the balances due to a related party was \$8,360.

5. CONTRACT LIABILITY

In compliance with the Financial Accounting Standards Board ("FASB") accounting standards for revenue recognition ("Topic 606") as adjusted by ASU 2021-02, the Company records its non-refundable franchise fees, net of amounts earned based on allowable direct services, as deferred revenues, to be recognized over the life of the franchise agreement. The non-refundable franchise fees received but not yet earned as of December 31, 2023, and 2022, were \$22,921 and \$25,878 respectively.

6. SUBSEQUENT EVENTS

The Company evaluates events that have occurred after the balance sheet date but before the financial statements are issued. Based upon the evaluation, the Company did not identify any recognized or non-recognized subsequent events that would have required further adjustment or disclosure in the financial statements. Subsequent events have been evaluated through February 25, 2024.

**GLM FRANCHISING, LLC
FINANCIAL STATEMENTS
DECEMBER 31, 2022**

**GLM FRANCHISING, LLC
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MONIS J. SIDDIQUI, CPA P.C.

Certified Public Accountant
917.309.5670

INDEPENDENT AUDITOR'S REPORT

To the Members of
GLM Franchising, LLC

Opinion

We have audited the financial statements of GLM Franchising, LLC, which comprises the balance sheets as of December 31, 2022, and 2021, and the related statement of operations, and 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 referred to above present fairly, in all material respects, the financial position of GLM Franchising, LLC as of December 31, 2022, and 2021, and the results of its operations and its cash flows for the 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 GLM Franchising, LLC, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial 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 GLM Franchising LLC's ability to continue as a going concern within one year after the date that the financial statements are 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, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users made on the basis of these financial statements.

In performing an audit in accordance with GAAS, we:

Exercise professional judgment and maintain professional skepticism throughout the audit.

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

Obtain an understanding of internal control relevant to the audit 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 GLM Franchising, LLC's internal control. Accordingly, no such opinion is expressed.

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

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

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

Monis Siddiqui, CPA P.C.

Monis Siddiqui, CPA P.C.
Bellerose, NY
March 30, 2023

GLM FRANCHISING, LLC
BALANCE SHEETS

<u>ASSETS</u>		<u>DECEMBER 31</u>	
		<u>2022</u>	<u>2021</u>
Current Assets			
Cash	\$	49,763	\$ 52,725
Accounts Receivable		3,061	-
Total Assets	\$	<u>52,824</u>	<u>\$ 52,725</u>
 <u>LIABILITIES AND MEMBERS' EQUITY</u>			
Current Liabilities			
Deferred revenue	\$	2,958	\$ 2,958
Accounts Payable and Accrued Expenses		<u>1,219</u>	<u>-</u>
Total Current Liabilities		4,177	2,958
Deferred revenue, net of current		22,920	25,878
Members' Equity		<u>25,727</u>	<u>23,889</u>
Total Liabilities and Members' Equity	\$	<u>52,824</u>	<u>\$ 52,725</u>

See notes to financial statements

GLM FRANCHISING, LLC
STATEMENTS OF OPERATIONS AND MEMBERS' EQUITY

	YEARS ENDING DECEMBER 31	
	2022	2021
Revenue		
Franchise Fees	\$ 2,958	\$ 9,664
Royalty Fees	15,220	-
Marketing Fees	3,762	-
Total Revenue	<u>21,940</u>	<u>9,664</u>
Operating Expenses	<u>20,102</u>	<u>17,556</u>
Net (Loss)	1,838	(7,892)
Members' Equity - Beginning	23,889	31,781
Members' Contribution	<u>-</u>	<u>-</u>
Members' Equity - Ending	<u>\$ 25,727</u>	<u>\$ 23,889</u>

See notes to financial statements

GLM FRANCHISING, LLC
STATEMENTS OF CASH FLOWS

	YEARS ENDING DECEMBER 31	
	2022	2021
Cash Flows from Operating Activities:		
Net (loss)	\$ 1,838	\$ (7,892)
Adjustments to reconcile net (loss) to net cash provided (used) by operating activities:		
Accounts Receivable	(3,061)	-
Accrued expenses	1,219	-
Deferred revenue	(2,958)	28,836
	<u>(2,962)</u>	<u>20,944</u>
Net Increase in Cash	(2,962)	20,944
Cash - Beginning of Year	<u>52,725</u>	<u>31,781</u>
Cash - End of Year	<u>\$ 49,763</u>	<u>\$ 52,725</u>

See notes to financial statements

GLM FRANCHISING, LLC
NOTES TO FINANCIAL STATEMENTS

1. THE COMPANY

GLM Franchising, LLC is a New Jersey Limited Liability Company, was formed on April 11, 2015, to grant the right to operate an independently owned Greenlight Mobility franchise. The Greenlight Mobility business offers home modifications for the disabled and individuals with limited mobility as well as contracting services, including assessments, evaluations, consultations, estimates and other general home improvement and home maintenance services.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Accounting-The accompanying financial statements have been prepared on an accrual basis of accounting in conformity with accounting principles generally accepted in the United States of America. Under the accrual method, revenues are recognized when earned and expenses are recognized when a liability is incurred, without regard to receipt or disbursement of cash.

Franchise Arrangements-The Company's franchise arrangements include a license which provides for payments of initial fees as well as continuing royalties to the Company based upon a percentage of sales. Under this arrangement, franchisees are granted the right to operate a GLM Franchise for a specified number of years.

Concentration of Credit Risk-Financial instruments that potentially expose the Company to concentration of credit risk primarily consist of cash and cash equivalents. The balances in the Company's cash accounts did not exceed the Federal Deposit Insurance Company's (FDIC) insurance limit of \$250,000. The Company maintains its cash and cash equivalents with accredited financial institutions.

Use of Estimates-The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could vary from those estimates.

Income Taxes-The Company's entity was organized as a limited liability company. Accordingly, under the internal revenue code, all taxable income or loss flows through to its member. Therefore, no income tax expense or liability is recorded in the accompanying financial statements.

3. REVENUE RECOGNITION

The Company records revenue in accordance Accounting Standards Board ("FASB") and Accounting Standards Update ("ASU") No. 2014-09, Revenue from Contracts with Customers (Topic 606). The transaction price attributable to performance obligations are recognized as the performance obligations are satisfied. The portion of the franchise fee, if any, that is not attributable to a distinct performance obligation are amortized over the life of the related franchise agreements. Commission paid for franchises are amortized over the life of the franchise agreement. The company adopted ASC-606 and ASU 2021-02, starting with January 1, 2019. The adoption required no adjustment, as there was no prior franchise fees received.

4. DEFERRED REVENUE

In compliance with the Financial Accounting Standards Board ("FASB") accounting standards for revenue recognition ("Topic 606") as adjusted by ASU 2021-02, the Company records its non-refundable franchise fees, net of amounts earned based on allowable direct services, as deferred revenues, to be recognized over the life of the franchise agreement. The non-refundable franchise fees received but not yet earned as of December 31, 2022, and 2021, were \$25,878 and \$28,836 respectively.

5. SUBSEQUENT EVENTS

The Company evaluates events that have occurred after the balance sheet date but before the financial statements are issued. Based upon the evaluation, the Company did not identify any recognized or non-recognized subsequent events that would have required further adjustment or disclosure in the financial statements. Subsequent events have been evaluated through March 30, 2023.

EXHIBIT 2
FRANCHISE AGREEMENT WITH SCHEDULES

GLM FRANCHISING LLC
FRANCHISE AGREEMENT

GLM FRANCHISING LLC

**FRANCHISE AGREEMENT
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- C. Electronic Transfer of Funds Authorization
- D. Power of Attorney and Assignment of Telephone Number Agreement
- E. Credit Card Authorization
- F. Form of Confidentiality Agreement and Personal Covenants Agreement
- G. Confirmation of Additional Terms and Representations Addendum

GLM FRANCHISING LLC
FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (this “**Agreement**”) is made by and between GLM Franchising LLC a New Jersey limited liability company (“**Franchisor**”), and Franchisee as identified on the Data Sheet (“**Data Sheet**”) attached as Schedule A (“**you**” or “**Franchisee**”), with reference to the following facts:

A. Franchisor has the right to license the use of certain trademarks, trade names, service marks, designs, emblems, logos, graphics, slogans, copyrights, trade dress, trade secrets, Confidential Information, commercial symbols and other indicia of origin including, but not limited to, the mark “**GREENLIGHT MOBILITY**” and any and all revisions, modifications and additions thereto.

B. Franchisor has developed a System for the ownership and operation of a GreenLight Mobility business that offers home modifications for the disabled and individuals with limited mobility as well as additional contracting services, including assessments, evaluations, consultations, estimates and related general home improvement and home maintenance services (the “**GreenLight Mobility Business**”).

C. Franchisor desires to grant, and Franchisee wishes to obtain, the right and license to operate an independently owned and operated GreenLight Mobility Business (the “**Franchised Business**”) using the Marks, the Manuals and Confidential Information in strict accordance with the System within a Licensed Service Area described on the Data Sheet.

NOW, THEREFORE, IT IS AGREED

1 DEFINED TERMS. For purposes of this Agreement, the terms below have the following definitions:

1.1 “**Default**” or “**default**” shall mean any breach of, or failure to comply with, any of the terms or conditions of an agreement between Franchisee and Franchisor including failure to comply with mandatory specifications in the Manuals.

1.2 “**Entity**” shall mean any limited liability company, partnership, trust, association, corporation or other entity that is not an individual as set forth on the Data Sheet.

1.3 “**Gross Revenue**” includes the total revenues, receipts and dollar volume from the sale of all products, services and merchandise sold and booked in connection with the Franchised Business, whether under any of the Marks or otherwise. Gross Revenue excludes sales taxes added to the sales price and collected from the customer.

1.4 “**Manuals**” shall mean any collection of written, video, audio and/or software media (including materials distributed electronically), regardless of title and consisting of various subparts and separate components, all of which Franchisor or its authorized representatives produce and that contain System Standards and recommendations for the Franchised Business, all of which Franchisor may change from time to time.

1.5 “**Marks**” means the trademarks, trade names, service marks, designs, emblems, logos, graphics, slogans, copyrights, trade dress, trade secrets, commercial symbols and other indicia of origin including, but not limited to, any logo and the mark “**GREENLIGHT MOBILITY**” and any and all revisions, modifications and additions thereto, whether or not recorded or registered with the United States Patent and Trademark Office or any other local, state, federal or foreign agency, registrar or body.

1.6 “**Owner**” means any person or entity who, now or hereafter, directly or indirectly owns an interest in the franchisee when the franchisee is a corporation, limited liability company, or a similar entity other than a partnership entity. If the franchisee is a partnership entity, then each general partner is an Owner, regardless of the percentage of ownership interest. If the franchisee is one or more individuals, each individual is an Owner of the franchisee. Your Owner(s) are identified on the Data Sheet. Every time there is a change in the persons who are your Owners, you must, within 10 days from the date of each such change, update the Data Sheet. As used in this Agreement, any reference to Owner includes all Owners.

1.7 “**Reporting Period**” shall mean the monthly calendar period from the 1st of the month to the last day of the month (unless we designate otherwise).

1.8 “**Products and Services**” shall mean those products and services authorized by Franchisor to be sold to consumers in connection with the Franchised Business and associated with the GREENLIGHT MOBILITY marks, which shall include but not be limited to home modifications for the disabled and individuals with limited mobility as well as additional contracting services, including assessments, evaluations, consultations, estimates and related general home improvement and home maintenance services. Franchisor reserves the right to update the list of Products and Services.

1.9 “**System**” shall mean Franchisor’s confidential and proprietary business systems, techniques, strategies, procedures and formats for marketing, promoting, training and operating a GreenLight Mobility Business as Franchisor may modify from time to time.

1.10 “**System Standards**” shall mean specifications, standards, policies, and procedures required to operate the Franchised Business as memorialized in the Manual or otherwise in writing.

1.11 “**Transfer**” shall mean any voluntary, involuntary, direct or indirect assignment, sale, division, encumbrance, hypothecation, mortgage, pledge or other transfer by Franchisee of any interest in this Agreement, in the Franchised Business, or its assets or of the ownership of Franchisee, if Franchisee is a corporation, partnership, limited liability company, or other Entity

2 FRANCHISE APPOINTMENT. The following provisions control with respect to the license granted hereunder:

2.1 Grant of Franchise.

2.1.1 Franchisor hereby grants and Franchisee accepts a license to use the Marks and System to offer Products and Services within the area identified by certain contiguous zip/postal codes on the Data Sheet (“**Licensed Service Area**”) subject to the terms and conditions of this Agreement. As long as Franchisee is materially compliant with this Agreement, Franchisor will not grant another franchise location in the Licensed Service Area during the Term.

(1) Should the boundaries of any such postal codes change for any reason, Franchisee’s Licensed Service Area shall be deemed to be the same geographic boundaries as those Licensed Service Area for those postal codes on the Agreement Effective Date identified on the Data Sheet. The Franchisee must establish a location for the Franchised Business (“**Franchise Location**”) within the Licensed Service Area as identified on the Data Sheet, subject to approval by Franchisor. If Franchisee chooses to lease space to accommodate the Franchised Business, Franchisor must approve the lease. If Franchisee chooses to have a home-office and lives outside its Licensed Service Area, Franchisee must establish a business address/location within its Licensed Service Area, which includes at least a physical address (not a P.O. Box) and

a telephone number within the Licensed Service Area.

(2) Franchisee may not conduct the Franchised Business or offer any Products and Services associated with the Franchised Business in another Franchisee's Licensed Service Area or in any territory in which Franchisor or Franchisor's affiliate(s) operate. As of the Effective Date, Franchisor's affiliate Back Home Safely, LLC operates a similar business in the state of New Jersey. Nor are you permitted to engage in target marketing efforts directly to customers in another franchisee's LSA or in Franchisor's affiliate's New Jersey territory. There are, however, no restrictions to marketing, soliciting or contacting referral sources or facilities outside your LSA in order to serve clients within your LSA. All marketing representations must include a list or description of your LSA. In the event Franchisee receives business from outside its Licensed Service Area, it must refer the business to the franchisee who licenses the applicable Licensed Service Area or to Franchisor's affiliate in New Jersey. In the event the territory is not licensed to another franchisee or Franchisor's affiliate (an "Open Area"), Franchisee may conduct the service. In this circumstance, any contact information for the client must be given to the new franchisee at such time as that Open Area becomes licensed. Franchisee may not continue to market to that client.

(3) Conducting the Franchised Business in another franchisee's LSA or in Franchisor's affiliate's New Jersey territory will result in a fine of \$1,000 per occurrence payable to Franchisor, due upon demand. This penalty is in addition to, not in lieu of, Franchisor's right to terminate Franchisee for said conduct. Further, if Franchisor receives a complaint regarding Franchisee encroaching upon another franchisee's territory or Franchisor's affiliate's territory, any confidentiality that may attach to records, reports or forms pursuant to Section 5.6 contained herein is deemed waived by Franchisee.

2.1.2 Franchisor's selection or acceptance of Franchisee's Franchise Location shall not be construed to insure or guarantee profitable operation of the Franchised Business by Franchisee or any specific amount of gross revenue from the Franchised Business. Franchisor makes no warranty, representation or guaranty of any kind with respect to the success, gross revenues or profitability of the Franchised Business. Franchisee acknowledges and agrees that the gross revenue of the Franchised Business can vary significantly, based on a variety of factors such as increased competition, Franchisee's individual effort, different product offerings, changes in population or demographics, and location, among others, and that Franchisor shall have no responsibility therefor.

2.1.3 In consideration of Franchisor's agreement to grant the franchise, Franchisee at all times shall use its best efforts to promote and increase the sales and service of the Franchised Business and promote the System overall and to effect the widest and best possible distribution and services associated with the Franchised Business. Under no circumstances shall Franchisee sublicense, sublease, subcontract or enter any management agreement for the right to operate a GreenLight Mobility Business or to use the System.

2.2 **Commencement of Operations.** Franchisee agrees to commence operations for the Franchised Business no later than the "**Business Effective Date**" as identified on the Data Sheet. You must receive our written approval before commencing operations of the Franchised Business. For purposes of this Agreement,

Franchisee's fiscal year shall begin on the first day of January and end on the last day of December for so long as this Agreement remains in effect.

2.3 Nonexclusivity; Franchisor's Reservation of Rights.

2.3.1 The license granted herein is limited to the right to develop, operate and market the Franchised Business within the Licensed Service Area subject to Franchisee remaining in compliance with this Agreement.

2.3.2 Should Franchisee fail to remain materially compliant with this Agreement (violations of Sections 10.2 and 10.3 of this Agreement), Franchisee shall lose any exclusivity that may otherwise attach by way of the Licensed Service Area. In this event, Franchisor may grant another GreenLight Mobility franchise within Franchisee's Licensed Service Area upon ten (10) days' written courtesy notice by e-mail.

2.3.3 Further, the license granted herein does not include:

- (1) Any right to sell products or services associated with or identified by the Marks at any location outside the Licensed Service Area;
- (2) Any right to sell products or services associated with or identified by the Marks through any other channels or methods of distribution, including the Internet (or any other existing or future form of electronic commerce);
- (3) Any right to sell products or services other than the Products and Services associated with the Marks that are approved and designated by Franchisor;
- (4) Any right to sell Products and Services associated with or identified with the Marks to any person or entity for resale or further distribution, except as we may designate in writing; or
- (5) Any right to exclude, control or impose conditions on our development of future franchised, company or affiliate-owned GreenLight Mobility Businesses at any time or at any location regardless of the proximity to the Licensed Service Area.

2.3.4 Franchisor retains all rights that are not expressly granted to Franchisee under this Agreement. Further, Franchisor may, among other things, on any terms and conditions that Franchisor deems advisable, without compensation to any franchisee, and without granting Franchisee any rights therein:

- (1) Own, acquire, establish and/or operate, and license others to establish and operate, a GreenLight Mobility Business at any location outside of the Licensed Service Area.
- (2) Own, acquire, establish and/or operate, and license others to establish and operate, businesses under other proprietary marks or other systems, whether such businesses are the same, similar, or different from the Franchised Business, at any location, whether inside or outside of Licensed Service Area.
- (3) Own, acquire, establish and/or operate, and license others to establish and operate businesses, whether inside or outside of the Licensed Service Area, that:
 - a) Produce, license, distribute and market GREENLIGHT MOBILITY branded products, clothing, souvenirs, and novelty items through any outlet (regardless of its proximity to the Franchised Business) including retail and department stores and

through any distribution channel, at wholesale or retail, including by means of the Internet, mail order catalogs, direct mail advertising and other distribution methods; and

b) License additional Products and Services under the Marks in the Licensed Service Area.

(4) Own, acquire, establish and/or operate and grant others the right to develop, own, operate and issue franchises and licenses to others to develop, own and operate other methods and channels of distribution under different marks and branding or utilizing the Marks and the System, including, without limitation, toll-free telephone numbers, domain names, URLs, on-line computer networks and services, the Internet, kiosks, carts, concessions, satellite units, other mobile, remote, limited service or non-permanent facilities or other retail operations.

2.3.5 Although under no obligation to do so, Franchisor may from time to time establish certain national accounts with companies (“National Accounts”). Participation for such National Accounts may require Franchisee satisfy certain eligibility criteria. If Franchisee is eligible to service these National Accounts and is interested in doing so, Franchisee will be required to sign a separate National Account Service Agreement for each customer identifying the conditions under which Products and Services will be provided.

3 TERM

3.1 Initial Term. The Initial Term shall be a period of ten (10) years from the Agreement Effective Date (“Term”), unless sooner terminated in accordance with the provisions of this Agreement.

3.2 Successor Term. Franchisee shall have no option for a successive term or any other renewal rights as pertains to the Franchised Business. In the event Franchisor elects to offer Franchisee a successor franchise agreement (“**Successor Agreement**”) based on its sole reasonable discretion all of the following conditions must be fulfilled:

3.2.1 Franchisee shall provide Franchisor with a Notice of Intent of its desire to be considered for a Successor Agreement 180 days prior to the expiration of the Term.

3.2.2 Franchisee shall pay \$2,500 as a “**Successor Agreement Fee**” at the time Franchisee executes the Successor Franchise Agreement.

3.2.3 Franchisee has been throughout the Term, and at the expiration of the Term, still is, in full compliance with this Agreement, and all other agreements between Franchisee and Franchisor.

3.2.4 At Franchisee’s sole expense, Franchisee or Franchisee’s manager may be required to attend marketing, operations and/or another training program as determined by Franchisor in its sole discretion.

3.2.5 Franchisee can demonstrate its participation and engagement in the GreenLight Mobility franchise system to Franchisor’s satisfaction (e.g., marketing, operations, and training programs; meetings/conferences) and has represented the GREENLIGHT MOBILITY brand in a professional and courteous manner.

3.2.6 Franchisee has complied with any requirements regarding modernization or refurbishment of the Franchise Location as may be necessary for the Franchised Business to conform to the standards then applicable to new GreenLight Mobility franchises.

3.2.7 Franchisee executes and delivers a general release of Franchisor, and its respective officers, shareholders, directors, employees, agents, representatives and affiliates in a form acceptable to Franchisor.

3.2.8 Franchisor and Franchisee shall have agreed on Franchisee's Licensed Service Area (which is subject to change from that identified in this Agreement).

3.2.9 Franchisee shall sign and return to Franchisor any documents necessary for the Successor Agreement within 20 days after Franchisor has delivered them to Franchisee, including a new franchise agreement in its then-current form.

3.3 Waiver of Consideration for Successor Agreement. If Franchisee fails to perform any of the acts, or deliver the Notice of Intent required pursuant to the provisions of Section 3.2.1 above in a timely fashion, such failure shall (1) be deemed an election by Franchisee not to be considered for a Successor Agreement, and (2) cause this Agreement to terminate at the end of Initial Term or Successor Term, as the case may be and require Franchisee to comply with all post-termination obligations as otherwise contained in this Agreement.

3.4 Holdover Period. If Franchisee fails to enter into a Successor Agreement prior to the expiration of this Agreement and continues to accept the benefits of this Agreement after the expiration of this Agreement, then at Franchisor's option, this Agreement may be treated either as (i) expired as of the date of expiration with Franchisee then operating a franchise without the right to do so and in violation of Franchisor's rights; or (ii) continued on a month-to-month basis ("**Holdover Period**") until one party provides the other with written notice of such party's intent to terminate the Holdover Period, in which case the Holdover Period will terminate thirty (30) days after receipt of the notice to terminate the Holdover Period. In the latter case, all of Franchisee's obligations shall remain in full force and effect during the Holdover Period as if this Agreement had not expired, and all obligations and restrictions imposed on Franchisee upon expiration of this Agreement will be deemed to take effect upon termination of the Holdover Period unless the Holdover Period comes to a close with the parties' execution of a successor franchise agreement. If Franchisee enters into a Successor Agreement after the date of expiration of this Agreement, in addition to the Successor Agreement Fee, Franchisee must pay a late successor agreement processing fee in the amount of \$500.00.

3.5 Notice Required by Law. If Applicable Law requires Franchisor to give notice to Franchisee prior to the expiration of the Initial Term or Successor Term, as the case may be, this Agreement shall remain in effect on a week-to-week basis until Franchisor has given the notice required by such Applicable Law. If Franchisor is not offering new franchises, is in the process of revising, amending or renewing its form of franchise agreement or disclosure document, or is not lawfully able to offer Franchisee its then-current form of franchise agreement, at the time Franchisee delivers its Notice of Intent, Franchisor may, in its discretion, (1) offer to renew this Agreement upon the same conditions set forth in Section 3.2 of this Agreement (as applicable), or (2) offer to extend the Initial Term or Successor Term, as the case may be, on a week-to-week basis for as long as it deems necessary or appropriate so that it may lawfully offer its then-current form of franchise agreement or disclosure document.

4 FEES AND PAYMENTS.

4.1 Initial Franchise Fee. In consideration of the right, and franchise granted by this Agreement, Franchisee shall pay to Franchisor prior to or concurrently with Franchisee's execution of this Agreement the Initial Franchise Fee identified on the Data Sheet. The Initial Franchise Fee shall be deemed fully earned by Franchisor upon Franchisor's execution of this Agreement by both parties, and, except as provided in Section 6.1.1 (4) of this Agreement, if applicable, such Initial Franchise Fee shall not be refundable, in whole or part, at any time or under any circumstances. The Initial Franchise Fee is in addition to the periodic Royalty Fee and Marketing Contribution payable pursuant to this Agreement and to any other fees or payments which Franchisee

may incur or owe to Franchisor from time to time under this Agreement or any other agreements. This Initial Franchise Fee is not applicable to Successor Agreements.

4.2 Royalty Fee. In addition to the Initial Franchise Fee and in further consideration of the rights and entitlements granted under this Agreement during the full term of this Agreement, or any Holdover Period, Franchisee must pay Franchisor a “**Royalty Fee**” that is the greater of: i) the minimum monthly royalty fee payable pursuant to Section 4.2.2 below; or ii) the percentage of Gross Revenue (“Percentage Royalty Fee”) identified in the table below. Royalty Fee payments received by Franchisor under this Agreement shall be under no restriction whatsoever, but shall be considered general funds of Franchisor to be used for any and all purposes as Franchisor solely determines.

<u>Total Year-to-Date Gross Revenue generated by Franchisee during current calendar year</u>	<u>Monthly Percentage Royalty Fee payable (as a percentage of previous month’s Gross Revenue)</u>
<u>\$0 - \$2,000,000</u>	<u>7% of month’s Gross Revenue</u>
<u>\$2,000,001 to \$3,000,000</u>	<u>6% of month’s Gross Revenue</u>
<u>\$3,000,001 and over</u>	<u>5% of month’s Gross Revenue</u>

Should Franchisee cross one of the Gross Revenue thresholds defined above during a calendar month, the monthly Royalty Fee payable by Franchisee for that month shall equal the sum of the amount of Gross Revenue left in the first applicable threshold multiplied by the applicable percentage PLUS the amount of Gross Revenue in the next applicable threshold multiplied by the applicable percentage. In other words, Franchisee MUST pay the applicable Percentage Royalty Fee on the full amount of each Gross Revenue threshold before Franchisee can use the reduced Percentage Royalty Fee in the next applicable threshold.

We will waive all royalty fees to be paid by you to us pursuant to this Agreement during the first 6 months of operations after you open the franchise.

4.2.1. Rebate Program. Franchisor will pay Franchisee an annual rebate based on Franchisee’s annual Gross Revenue on a calendar year basis as reported in Franchisor’s reporting system and for which Franchisee has paid applicable Royalty Fees and Marketing Contributions. For the first \$1,000,000 in annual Gross Revenue as determined on December 31st, Franchisee will earn a \$5,000 rebate. Rebates will be payable no later than April 15th following the calendar year in which the combined Gross Revenue was earned.

- (1) **Limitation of Rebate Payment.** To be eligible for the rebate, Franchisee must in full compliance with the Agreement and be in good standing during the calendar year for which the payment is being issued and at the time of payment. Franchisee must also have an active Franchise Agreement at the time payment is made and have at least one (1) year remaining on the Franchise Agreement.
- (2) **Determination of Rebate Payment.** We annually may increase or decrease the rebate amount, provided that such adjustments may not diverge more than 20% of the dollar amounts (or percentages) then in effect.

4.2.2 Minimum Royalty Fee. Beginning on the Business Effective Date, as identified on the Data Sheet, and continuing for so long as this Agreement is in effect, Franchisee agrees to pay to Franchisor a minimum monthly Royalty Fee in the amount identified on the Data Sheet (“**Minimum Royalty Fee**”). If the Minimum Royalty Fee is greater than the amount that would otherwise be due as calculated using the 7% royalty

rate identified above, Franchisee will remit the Minimum Royalty Fee along with the required reporting data. The use of “**Royalty Fee**” in this Agreement shall be inclusive of the Minimum Royalty Fee.

4.3 Marketing Contribution. Franchisee must pay Franchisor a monthly marketing contribution in an amount equal to 2% of Gross Revenue (“**Marketing Contribution**”). These fees are not held by Franchisor in trust and become Franchisor’s property to be spent in accordance with the below provisions.

4.3.1 Franchisor, without seeking or obtaining agreement with Franchisee, and not as a condition to the grant or acceptance of the Franchised Business or rights hereunder, but strictly as a unilateral expression of intention and of business policy designed to enhance the competitive effectiveness and general public acceptance of the GREENLIGHT MOBILITY name and business, shall use the marketing fund (“**Marketing Fund**”) as it shall, in its sole discretion, deem beneficial for the brand. Franchisor intends to use the Marketing Fund to build the reputation, awareness, visibility and acceptance of the GREENLIGHT MOBILITY name and Marks and the services associated therewith and to provide marketing, advertising and promotional materials and services to benefit the franchise system. Affiliate-owned GREENLIGHT MOBILITY businesses will not pay a Marketing Contribution. The Marketing Fund is not a trust or escrow account, and Franchisor has no fiduciary obligation to franchisees with respect to the Marketing Fund; provided, however, Franchisor will make a good faith effort to expend such fees in a manner that it determines is in the general best interests of the entire GREENLIGHT MOBILITY System.

4.3.2 Franchisor undertakes no obligation in using such funds to make expenditures for Franchisee that are equivalent or proportionate to any franchisee’s contribution, or to ensure that any particular franchisee benefits directly or proportionately from the placement of advertising or promotional efforts. Franchisor does not have to spend any amount on marketing, advertising, promotion or field work in Franchisee’s area. Franchisor has the right to make disbursements from the Marketing Fund for expenses incurred in connection with the cost of formulating, developing and implementing marketing, advertising and promotional campaigns as well as charitable donations. Such expenses may include those associated with brand recognition for franchise sales purposes and assisting franchisees in implementing marketing, advertising, and promotional tools and programs, which may include field visits or other targeted or system-wide marketing efforts at Franchisor’s discretion. The disbursements may include payments to Franchisor for the expense of administering the Marketing Fund, including administrative costs, overhead, accounting expenses and salaries and benefits paid to Franchisor’s employees engaged in the marketing, advertising and promotion functions. Franchisor shall also be entitled to retroactively reimburse itself for marketing expenses incurred at any time to develop the brand.

4.3.3 Franchisor shall direct all marketing programs financed by such funds with sole discretion over the creative concepts, materials, endorsements, types of media and geographic allocation of media placement. Franchisor has no affirmative obligation to provide any particular Franchisee with an accounting of receipts or disbursements of these funds; however, upon Franchisee’s specific written request, Franchisor will provide an annual unaudited statement of the financial condition of the Marketing Fund.

4.4 Technology Fee. Franchisor reserves the right to require Franchisee to pay Franchisor a monthly technology fee in the amount identified on the Data Sheet, if any, (“**Technology Fee**”) beginning on the Business Effective Date as a technology fee for technology development, maintenance, and usage, which may include, but not be limited to, certain required software necessary to operate the Franchised Business, and Franchisor’s maintenance of an intranet.

4.5 Payments. Payments for Royalty Fees, Marketing Contributions, Technology Fees, and any other fees owed to Franchisor will be due no later than the 15th of the month for the preceding Reporting Period and will be paid by debiting Franchisee’s bank account through electronic funds transfer (“**EFT**”) or other automatic withdrawal the Franchisor reasonably designates. Additionally, Franchisee authorizes Franchisor to charge ANY AND ALL fees due, including Meeting Registration Fees, to any credit card submitted and retained on file by Franchisor. Franchisee shall execute whatever authorization forms Franchisor may require from time to

time to permit Franchisor to make required payments by electronic transfer of funds or debit of Franchisee's account or to charge a credit card. Franchisee is responsible for updating such information as necessary (e.g. expiration dates, preferred credit card), and at Franchisor's request from time to time.

4.5.1 If Franchisee does not make any payment to Franchisor when due, there shall be a late payment fee of \$150 for each overdue payment plus \$25 for each day that the payment remains unpaid after the due date. If there are insufficient funds in Franchisee's bank account from which to pay the fee when due, a credit card is rejected, or for any reason Franchisor does not receive its fees by the due date, Franchisee shall be responsible for a \$50 delinquent fee payment. Additionally, to the extent any payments are delinquent, Franchisor reserves the right to assess an interest rate of 1½% per month or the maximum permitted by law, whichever is greater, while such payments are outstanding to compensate Franchisor for costs incurred when Franchisees fails to make payments or to accurately state or report Gross Revenue or other required information or data when due.

4.5.2 Franchisee shall not delay, withhold or set-off any payments or contributions due under this Agreement against any monetary or other claim Franchisee may have against Franchisor for any reason whatsoever.

4.5.3 Any and all amounts identified as payable pursuant to this Agreement are exclusive of any applicable taxes. Accordingly, if applicable, all payments by Franchisee to Franchisor shall include an amount equal to any taxes mandated by law including, but not limited, sales taxes, excise taxes, use taxes, withholding taxes and similar taxes imposed on the fees payable by Franchisee to Franchisor hereunder and on services or goods furnished to Franchisee by Franchisor, regardless of whether such law imposes the obligation to pay such taxes on Franchisor or Franchisee.

4.5.4 Any time Franchisee is more than seven (7) days late paying the Royalty Fee or Marketing Contribution, accurately stating or reporting Gross Revenues or any other required information or data when due, or paying any invoice for goods or services that Franchisee buys from Franchisor or its affiliates, Franchisor has the unrestricted right to suspend any support, products or services that Franchisor provides Franchisee until the delinquent payment is brought current. Franchisee agrees that the suspension of support, products or services while Franchisee is more than seven (7) days delinquent shall not be a breach of this Agreement. Franchisee understands that, despite Franchisor's right to charge interest and late fees and suspend support and services, Franchisor is not required to permit or tolerate any late payments or reports, and reserves the right, any time, under any circumstances, and in its sole discretion, to notify Franchisee of default and to terminate this Agreement pursuant to Section 10.

(1) Franchisee understands that if Franchisor accepts one or more late payments from Franchisee or other franchisees, it does not mean Franchisor will tolerate any additional late payments from Franchisee or other franchisees in the future, and Franchisor does not under any circumstances waive any of its rights, including the right to declare a default and terminate the Agreement. Franchisor reserves the right to address each delinquent payment differently as Franchisor believes is in its best business interest, including different treatment of different franchisees. Any payments made on delinquent accounts may be applied by Franchisor as it deems appropriate regardless of Franchisee's direction to apply a particular payment to a particular obligation.

(2) Franchisor reserves the right to collect all or a portion of Franchisee's past due Royalty Fees, Marketing Contributions, and all other fees (including interest/late fees) by adding such amount to the monies due for Franchisee's purchases of products from Franchisor and/or its affiliates or Required or Approved Suppliers. All monies collected by Franchisor's affiliates and Required or Approved Suppliers for Franchisee's past due Royalty Fees and Marketing Contributions shall be remitted to Franchisor directly on Franchisee's account.

5 REPORTING AND RECORD-KEEPING.

5.1 Reports. Franchisee must utilize bookkeeping and reporting software to which Franchisor has access at all times, including at the time each monthly payment of the Royalty Fee and Marketing Contribution, and must ensure that Gross Revenues and other required information and data stated in the software are true, accurate and complete and accurately state Gross Revenue (as defined in Section 1) in a format specified, approved or provided by Franchisor as identified in the Manuals or otherwise in writing. To the extent Franchisee fails to utilize and to provide Franchisor access to the designated software or to otherwise fails to accurately state or report required information or data when due, in addition to late fees, Franchisor may calculate amounts due based on Franchisee's average monthly Gross Revenue as determined by Franchisor for the preceding eighteen (18) months (or shorter period if Franchisee's Term has been shorter). The provisions in this paragraph shall not constitute a waiver by Franchisor of any other remedies available to it for Franchisee's failure to make timely payments.

5.2 Records. Franchisee shall maintain full, complete and accurate books and records for the Franchised Business using the systems and software that Franchisor designates. The books and records shall clearly and accurately show Gross Revenue as defined herein. Franchisee must keep all books and records and provide to Franchisor access and accurately state and report required information and data as Franchisor periodically requires, including but not limited to a profit plan, balance sheet and statement of profit and loss, statement of cash flows, records of prices and special sales, check registers, purchase records, invoices, sales summaries and inventories, sales tax records and tax returns, payroll records, cash disbursement journals and general ledgers ("**Financial Records**"), all of which accurately reflect the operations and condition of Franchised Business. Franchisee must certify all records and reports to be true and correct. Franchisee must compile, keep and provide access or otherwise submit to Franchisor the books, records and reports according to reporting formats, bookkeeping and accounting methodologies and time schedules that Franchisor establishes from time to time in the Manuals or otherwise in writing. Franchisee also must preserve and retain the books, records and reports for not less than 36 months.

5.3 Accounting Software. Franchisee shall be required to purchase accounting software or an online accounting software subscription, as determined by Franchisor. Franchisee's Financial Records for the Franchised Business as contained in this software database or elsewhere will be fully accessible by Franchisor; Franchisee agrees to provide necessary consent as may be required.

5.4 Inspection of Records. Franchisee must allow Franchisor, or its duly authorized representative, electronic and manual access to inspect and verify any and all Financial Records relating to the Franchised Business. If Financial Records indicate that there has been any underpayment of Royalty Fees, Marketing Contributions or any other fees based on Gross Revenue as finally adjusted and reconciled, Franchisee shall pay to Franchisor, at the time of submitting such statement, the amount of any such underpayment plus all late fees as authorized by this Agreement. Payment and acceptance of such amounts shall not waive or prejudice any right of Franchisor to exercise any other remedy of this Agreement, including termination in accordance with Section 10 of this Agreement. Any over payment shall be credited to Franchisee's account.

5.5 Audit of Records. Franchisor shall be entitled at any time to have Franchisee's books and records examined or audited at Franchisor's expense and Franchisee shall cooperate fully with the parties making such examination or audit on behalf of Franchisor. Franchisee shall promptly pay to Franchisor or Franchisor shall credit to Franchisee's account, as the case may be, any under or overpayment of fees revealed by the examination or audit.

5.5.1 If an inspection, examination or audit is performed due to Franchisee's failure to submit statements of Gross Revenue or to maintain books and records as prescribed herein, or in the event that the Gross Revenue reported by Franchisee for any period of twelve (12) consecutive months are more than three percent (3%) below the actual Gross Revenue of Franchisee for such period as determined by any such examination or audit, or in the event the examination or audit reveals one or more violations by Franchisee of any territory

boundary restriction, then in addition to any other remedies Franchisor may have available at law or in equity, Franchisee shall within fifteen (15) days following notice, pay to Franchisor the full cost of such examination or audit (including, without limitation, professional fees, travel and room and board expenses (“Audit Expenses”)) as well as all additional amounts of fees and late charges shown to be due. Further, Franchisor shall have the right to conduct further periodic audits and evaluations of Franchisee’s books and records as it deems reasonably deem necessary for up to 3 years thereafter and any further audits and evaluations will require Franchisee solely be responsible for all Audit Costs directly related thereto. Payment and acceptance of such amounts shall not waive or prejudice any right of Franchisor to exercise any other remedy of this Agreement, including termination in accordance with Section 10 of this Agreement.

5.6 Confidentiality of Records. Any and all reports, forms and records submitted to Franchisor by Franchisee shall be kept confidential; except for (1) any information that is required to be disclosed in Franchisor’s disclosure document under applicable law or for Franchisor’s use of financial information in preparation of a financial performance representation to be used in Franchisor’s disclosure document (without specifically identifying Franchisee); (ii) for use in an aggregated data format for system-wide distribution; (iii) to identify brand/system rankings for awards or otherwise; (iv) any information required to be disclosed by Franchisor pursuant to a subpoena, order or other legal requirement of any court, tax authority or governmental agency; and iv) unless otherwise noted herein (see for example Section 2.1.2).

6 FRANCHISOR’S OBLIGATIONS

6.1 Training

6.1.1 Prior to Commencement of Franchised Business.

(1) **Initial Training Program.** Franchisor shall provide Franchisee and one additional person affiliated with the Franchised Business, or if Franchisee is an Entity, to an Owner of Franchisee, with an initial training program at the time designated by Franchisor at Franchisor’s principal offices or at such other location as Franchisor shall designate and/or by webinar or other online training method. This initial training program will cover operations, marketing, financial reporting requirements, equipment, brand requirements and standards, and Products and Service offerings (“**Initial Training Program**”). In addition, Franchisee’s primary installer technician/carpenter/contractor (the “Installer”) must attend and complete required technical installation training at Franchisor’s principal offices or at such other locations as Franchisee shall designate that is separate from but held in conjunction with the Initial Training Program (the “Technical Training Program”). The Installer must also complete several hours of online training with Franchisor’s lift vendors and virtually attend and complete training with Franchisor’s approved lift vendor, currently Harmar (the “Vendor Training Program”).

(2) Unless Franchisee is a Transferee obtaining the Franchised Business from an existing GreenLight Mobility franchisee as addressed in Section 9.2.8, the Initial Training Program is provided to Franchisee at no charge for up to two Owners or managers. After the first two persons, each additional attendee who attends the Initial Training Program at any time during the Term will cost \$500.00 per person on the following conditions: i) Franchisee is in good standing under this Agreement by being current in the payment of all fees and is otherwise fully compliant with Franchisee’s contractual obligations; and ii) Franchisor otherwise approves of the training candidate.

(3) Franchisee, or its Owner, as applicable, shall complete Franchisor’s Initial Training Program to the satisfaction of Franchisor at least 30 days before commencing operation of the Franchised Business. The Installer must complete the Technical Training Program and Vendor Training Program before they provide installation services for Franchisee’s customers.

(4) The grant of the Franchised Business herein is conditioned upon successful completion of the Initial Training Program training by Franchisee. If during the course of the Initial Training Program or within fifteen (15) days thereafter Franchisor concludes that Franchisee has not exhibited the aptitude, abilities, or personal characteristics necessary or desirable to operate the Franchised Business in accordance with the standards and procedures of the System and as a Franchisee of Franchisor, Franchisor may, in its sole discretion and judgment, terminate this Agreement and all rights hereunder, where permitted by applicable law, by giving notice to Franchisee and tendering to Franchisee a refund of its Initial Franchise Fee less the amount of \$5,000.00 to cover a portion of the reasonable expenses incurred by Franchisor in connection with training Franchisee and initially granting the franchise. Franchisee agrees that such refund shall be the full extent of Franchisor's liability and responsibility in the event of such termination, and Franchisee and its Owners shall execute a general release, in a form satisfactory to Franchisor, of any and all claims against Franchisor and its affiliates, and their respective officers, directors, employees and agents. Upon termination of this Agreement, Franchisee shall abide by Section 11 hereof. This includes, among other things, that Franchisee agrees to maintain strictly the confidentiality of all information received relating to the GREENLIGHT MOBILITY System and not to use in the operation of a Competitive Business (as defined in Section 11.8.1), any trade secrets, Confidential Information, copyrighted works or proprietary materials obtained from Franchisor in the course of the training program or otherwise.

6.1.2 Additional Training. Franchisor may provide, at its option, additional training programs for Franchisees, their employees, and the Installer at locations designated by Franchisor and/or on-line, for an additional fee ("Additional Training Fee"). Under certain circumstances, including but not limited to, new Products and Service offerings being added to the System or Franchisee's unsatisfactory performance of its obligations, Franchisor may require Franchisee, its Owner, or the Installer to attend additional training courses from time to time and to pay Franchisor an Additional Training Fee.

6.1.3 Training Expenses. Franchisee shall be responsible for all expenses that Franchisee, its Owner, the Installer, or that any attendees incur in connection with the Initial Training Program and any additional training programs, including, without limitation, travel, lodging, meals and other living expenses.

6.2 Manuals. Franchisor will loan, subject to Franchisee paying Franchisor a deposit of \$250, to Franchisee during the Term of the franchise one copy of the Manuals for the Franchised Business, containing mandatory and suggested specifications, standards and procedures prescribed from time to time by Franchisor for GreenLight Mobility Businesses and information relative to other obligations of Franchisee hereunder. All specifications, standards, operating procedures and rules in the Manuals, or otherwise communicated to Franchisee in writing, shall constitute obligations under this Agreement as if fully set forth in this Agreement.

6.2.1 Franchisee shall keep confidential the contents of the Manuals both during the Term of this Agreement and subsequent to its transfer, expiration or termination. Franchisee shall prevent unauthorized use or disclosure of the Manuals and all Confidential Information.

6.2.2 Franchisor shall have the right from time to time to add to, and otherwise modify, the Manuals to reflect changes in authorized Products and Services, the System, and specifications, standards and operating procedures of a GreenLight Mobility Business and certain fees associated therewith. All modifications to the Manuals shall be binding upon Franchisee upon being mailed, e-mailed, made available for download from Franchisor's website, or franchise internet/intranet portal, or otherwise delivered to Franchisee. Franchisee shall accept, implement and adopt any such modifications at Franchisee's own cost. Franchisee shall keep its copy of the Manuals current, and the master copy maintained by Franchisor at its principal office shall be controlling in the event of a dispute relative to the contents of the Manuals.

6.2.3 The Manuals are, and shall remain, the sole property of Franchisor. Franchisee shall promptly return the Manuals to Franchisor upon termination or expiration of this Agreement. If Franchisee loses, misplaces or otherwise no longer has possession of the Manuals, Franchisee shall forfeit its manual deposit.

6.3 Ongoing Franchisor Support. Provided that Franchisee is in good standing under this Agreement, is current in payment of all fees and is in compliance with all of Franchisor's other contractual obligations, Franchisor shall provide the following continuing services for the benefit of Franchisee during the Term:

6.3.1 Promotion. Use the Marketing Fund to develop and implement from time to time promotional programs and marketing efforts to enhance the competitive effectiveness and general public acceptance of the Marks as further described in Section 4.3 of this Agreement. Make available from time to time marketing and sales promotion materials for purchase from third-party vendors.

6.3.2 System Improvements. Furnish to Franchisee from time to time any and all improvements and additions to the System implemented at Franchisor's sole discretion that are circulated generally to all other Franchisees.

6.3.3 Telephone Assistance. Be available to provide telephone counseling to Franchisee during regular business hours of Monday – Friday from 9:00am to 5:00pm EST for the months of September - May and Monday – Friday from 9:00am to 2:00pm EST during the months of June – August with respect to the operation and management of the Franchised Business, and make available to Franchisee the benefits of Franchisor's information, advice, expertise and know-how. Franchisor reserves the right to change support hours and/or close its office at its discretion due to holidays, inclement weather, force majeure, or other events or unforeseen circumstances.

6.3.4 Other Support. Provide, at the option of Franchisor, assistance and support through email, e-newsletters, social media groups and/or intranet portal or other communication means. Any use of such support will be subject to Franchisee abiding by any applicable rules and guidelines. Franchisee also agrees that it will regularly review communications from Franchisor and will be deemed on notice of all information contained therein. Any software made available to Franchisee or support made available for such software by Franchisor or any third party is done so at Franchisor's option and as an accommodation to Franchisee and shall not be deemed an obligation of Franchisor. Franchisor makes no representation, warranty or guaranty as to the reliability, timeliness, quality, suitability or particular functionality of any software system, except if otherwise agreed in writing by Franchisor and Franchisee in a written software agreement. .

6.3.5 Necessary Limitations of Services. All services and information provided by Franchisor for the benefit of Franchisee, including but not limited to, marketing and operational advice, suggestions or recommendations are to be used by Franchisee at its own risk. Because any advice, suggestion or recommendation rendered is necessarily limited in scope to the extent that it may not consider local custom, practice, law or other nuance, Franchisor is unable to make any warranty or representation, either express or implied, with respect to the accuracy, reliability or completeness of the information provided or the result of the use of the information provided. Franchisee shall use its own judgment and as necessary rely on the advice of applicable professionals (e.g, accounting, legal, etcetera).

7 OBLIGATIONS OF FRANCHISEE. In the interest of maintaining the integrity, force, quality, image and goodwill associated with the Marks of Franchisor, Franchisee agrees to the following:

7.1 Required Training. Franchisee and any manager must attend the Initial Training Program and complete it to Franchisor's satisfaction prior to commencing the operations of the Franchised Business or managing the operations of the Franchised Business, as the case may be. The Installer must also attend and

complete the Technical Training Program and Vendor Training Program to Franchisor's satisfaction prior to servicing any of Franchisee's customers.

7.2 Promotion of the GreenLight Mobility Business. Franchisee agrees to conduct business during all normal business hours, as designated in the Manuals, during the Term of this Agreement and to promote at all times the sale of the Products and Services available through the Franchised Business, as prescribed in the Manuals, using its best efforts to develop and enlarge Franchisee's market for such Products and Services. Franchisor may require Franchisee to follow and participate in Franchisor's approved advertising programs and initiatives. At its expense and exclusive of any Marketing Contributions paid to Franchisor, Franchisee agrees to expend at least 2% of Gross Revenues per month on local marketing expenditures ("Local Advertising Requirement"). Amounts spent to fulfill this Local Advertising Requirement shall be used by Franchisee to conduct continuing local marketing and advertising in form, content and media as outlined in the Operations Manual and as approved by Franchisor. Franchisee shall submit to Franchisor evidence of such local advertising expenditures no later than 15 days following the end of each calendar quarter.

7.2.1 Franchisee may in its own right and at its own expense advertise and promote the Franchised Business, provided that all such advertising and promotional materials, including, but not limited to, any print, radio, television, electronic, social site naming, directory listings, print or online citations or listings, or other media forms that may become available in the future shall ("**Local Marketing Collateral**"), prior to use or publication, be submitted to and approved in writing by Franchisor in the interest of maintaining the integrity, force, quality, image, and goodwill associated with the Marks of Franchisor. If Franchisor does not respond within 14 days after submission of the proposed Local Marketing Collateral, it will be deemed not approved. Franchisor will not unreasonably withhold approval of any Local Marketing Collateral; provided that they are current, in good condition, in good taste and accurately depict the Marks and the Products and Services. Notwithstanding Franchisor's approval of any Local Marketing Collateral, Franchisee is solely responsible for all content of any Local Marketing Collateral and shall fully indemnify Franchisor for same.

7.2.2 Franchisee is responsible for ensuring that all directory listings and advertisements are associated with Franchisee's Licensed Service Area. For paid directory listings and advertisements, Franchisee must designate one (1) town within the Franchisee's Licensed Service Area, as an identifier that must also be used on all advertising and promotional materials (i.e. "Town name and surrounding areas").

7.2.3 All Local Marketing Collateral prepared by Franchisee shall be completely accurate and truthful, shall conform to all applicable laws and regulations relating to consumer advertising, and shall give notice that the Franchised Business is an independently owned and operated franchise. Franchisee shall indemnify and hold Franchisor harmless for Franchisee's violation of this paragraph and the consequences of Franchisee's use of any Local Marketing Collateral. Because any Local Marketing Collateral prepared, developed or used by Franchisee in connection with the Franchised Business (whether or not approved by Franchisor as required) will contain the Marks, such Local Marketing Collateral shall become Franchisor's sole and exclusive property.

7.3 Management Responsibility and Business Conduct.

7.3.1 Devote Full Time to Franchised Business. At all times during the Term of this Agreement, Franchisee shall devote full time and effort to the active management and operation of the Franchised Business, shall be responsible for the management and operation thereof, and shall act in the best interests of the Franchised Business. Franchisee may employ a full-time manager for the Franchised Business only if Franchisee obtains Franchisor's prior written consent, which consent may be withheld at Franchisor's discretion; provided, however, Franchisee shall remain active in overseeing the operations of the Franchised Business conducted under the supervision of the manager. Any manager employed by Franchisee must attend and satisfactorily complete the Initial Training Program and sign a confidentiality agreement with Franchisee in a form acceptable to Franchisor which includes covenants not to compete for the protection of Franchisee, Franchisor and the franchise system.

7.3.2 Franchisee's Direct Participation. Franchise understands, acknowledges and agrees that the business results, and the financial returns and profits, if any, expected or realized from the investment in, and the operation of, the Franchised Business, depend principally and substantially on Franchisee's direct, personal and active continuous participation in the management, administration and operation of the Franchised Business.

7.3.3 System Standards. In recognition of, and protection of, the integrity of the GREENLIGHT MOBILITY brand and the goodwill associated with the Marks and Franchised Business, Franchisee agrees to adhere to all System Standards.

7.3.4 Standards of Conduct. In all dealings with customers, the public, competitors, other franchisees and Franchisor, Franchisee will at all times give efficient and courteous service, adhere to high standards of business ethics, honesty, integrity and fair dealing, and ethical conduct and do nothing that would tend to discredit or in any manner damage the reputation and goodwill of Franchisor, the brand, Franchisee, or other GreenLight Mobility franchisees. Further, Franchisee shall not associate the Marks, the brand, Franchisor or the Franchised Business with any political ideologies, religious or social philosophies and/or positions.

7.3.5 System Changes. Franchisor may, from time to time, upon notice to Franchisee, add to, subtract from or otherwise modify or change Franchisee's obligations under the System, including, without limitation, adoption of new or modified Marks, services, or new techniques relating to the promotion and marketing of the Franchised Business. Franchisee shall promptly accept and implement all such additions, modifications and changes at Franchisee's sole cost and expense. This obligation includes from time to time as Franchisor requires for Franchisee to effectuate items of modernization or refurbishment of the Franchised Business to conform to the standards for similarly situated new GreenLight Mobility franchisees. In no event will Franchisee's modernization and/or replacement obligations exceed \$5,000 during any ten (10) year period. Each and every transfer of any interest in this Agreement or Franchisee's business governed by Section 9.2 or any Successor Agreement covered by Section 3.2 is expressly conditioned upon Franchisee's compliance with these modernization or refurbishment requirements at the time of transfer or renewal. Franchisee acknowledges and agrees that the requirements of this section are both reasonable and necessary to ensure continued public acceptance and patronage of the GreenLight Mobility Business.

7.3.6 Timely Payments. Franchisee shall make all payments and accurately state and report Gross Revenues and other required information and data, and pay all debts, when due.

7.3.7 Notice of Franchise Relationship. Franchisee shall at all times provide notice of the franchise relationship. Franchisee shall hold itself out to the public as an independent business owner operating the business pursuant to a licensed franchise from Franchisor. Franchisee shall take such affirmative action as may be necessary to clearly disclose the franchise relationship, including without limitation, exhibiting a notice of the fact on all signs, forms, stationery, contracts, advertising and promotional materials, and other written materials, the content of which Franchisor has the right to specify. As described in Section 8.4.2 herein, Franchisee's Firm Name, and not the name of Franchisor (GLM Franchising LLC or any derivative thereof) must be used on all marketing and promotional materials and contracts.

7.3.8 Compliance with Applicable Law/Manufacturer Training. Franchise shall conduct its business in accordance with all federal, state, local or other governmental laws, statutes, ordinances, regulations or rules applicable to the Franchised Business, whether now in force or hereinafter enacted. This shall include without limitation all laws and regulations relating to occupational hazards and health, elevator licensing regulations, home improvement/contractor licensing, PCI Data Security Standards, consumer protection, discrimination, employment and employee benefits, sexual harassment, worker's compensation, unemployment insurance and withholding and payment of federal and state income taxes and social security taxes, and payment

of sales, use, excise, property or other taxes relating to the Franchised Business and to make all contributions that may be required or demanded under, or by virtue of, such legislation, rules or regulations. Franchisee must also comply with all manufacturer required certifications/training for specific equipment or supplies. Franchisor makes no representation that Franchisee will be able to become an authorized dealer or distributor for any of the manufacturers that Franchisor requires Franchisee to use. It is the Franchisee's responsibility and obligation to know and understand the local, municipality, state, and federal laws that will affect Franchisee's operation of the Franchised Business in the Licensed Service Area and to contact the relevant governmental agencies or authorities regarding the various applicable laws, ordinances, regulations, rules and licensing, registration, permits, and inspection requirements related to the operation of the Franchised Business. Franchisor makes no promise or guarantee that Franchisor can or will provide the necessary information, training, testing or other requirements necessary to obtain compliance with any applicable laws or regulations needed to establish or operate the Franchised Business or to conduct the associated services within the Licensed Service Area or any other location.

(1) Franchisee, at its own expense shall obtain and maintain all permits, certificates, and licenses required to engage in the Franchised Business. Franchisee, at its own expense, shall have all written materials used in the operation of the Franchised Business, including but not limited to marketing and advertising materials, forms and contracts, reviewed by an attorney to insure compliance with all applicable state and local laws and regulations prior to the use of each such item.

(2) To the extent that Franchisee has access to or stores Personally Identifiable Information (as defined below) of its customers, Franchisee acknowledges that it shall hold such information in the strictest of confidence, and protect such information in accordance with the confidentiality provisions set forth in this Agreement, then-current industry standards applicable to such information (including but not limited to the Payment Card Industry (PCI) Data Security Standard as published by the PCI Security Standards Council) and all applicable laws and/or regulations. In addition, Franchisee shall not disclose Personally Identifiable Information without the individual's prior written consent. In the event that the individual so consents, Franchisee may disclose such Personally Identifiable Information only to the extent expressly permitted by such individual and then only in accordance with the terms of this Agreement, such consents, and applicable law. As used in this Section, "**Personally Identifiable Information**" means personal information that collectively enables the person to be identified, including without limitation, names, phone numbers, mailing addresses, credit card information, social security numbers, financial information, and login credentials (including without limitation user names and passwords to any website, applications and/or systems).

(3) Franchisor shall have no liability for any sales, use, excise, property or other taxes of Franchisee or the Franchised Business or for Franchisee's non-compliance with any applicable law or regulation. Franchisee shall indemnify and hold Franchisor harmless for Franchisee's failure to comply with this Section 7.3.8.

7.3.9 Annual/Regional Meeting Attendance. Franchisor reserves the right to hold an annual or periodic system-wide franchisee meeting or conference. Franchisee or at least one manager of Franchisee's staff shall, in every instance during the Term of this Agreement, attend Franchisor's annual meeting if Franchisor holds such a meeting. The registration fee for the annual meeting shall be fixed by Franchisor at an amount not to exceed \$1,000.00 ("**Meeting Registration Fee**"), which amount may be adjusted annually to reflect increases in the national consumer price index. The Meeting Registration Fee shall be payable to Franchisor by Franchisee whether or not Franchisee or a manager attends the annual meeting. This provision shall not obligate Franchisor to hold an annual meeting of franchisees each year. If no conference or regional meeting is held, Franchisee shall not be obligated to pay the Meeting Registration Fee. This clause shall not be waived. If Franchisee fails to attend less than half of the annual meetings held during the Term of this Agreement, Franchisor has the right to require

Franchisee to attend training, in addition to any other rights and remedies available to Franchisor for Franchisee's breach of this provision.

7.3.10 Telephone Requirements. Throughout the term of this Agreement, Franchisee shall have a minimum of one (1) operational and functioning dedicated telephone line for use exclusively by the Franchised Business. Franchisee shall provide for telephone answering for the Franchised Business in the manner set forth in the Manuals. If Franchisee's telephone is physically located outside the Licensed Service Area, this telephone number may be given a free listing in the associated telephone book and in the directory for that area and could be considered advertising. Therefore, the telephone number listed in the telephone book outside the Licensed Service Area must be listed under Franchisee's corporate name, not "GreenLight Mobility." Franchisee is responsible for ensuring that all directory listings and advertisements are associated with Franchisee's Licensed Service Area. For paid directory listings and advertisements, Franchisee must designate one (1) town within Franchisee's Licensed Service Area as an identifier that must be used on all such listings and advertising and promotional materials (i.e. "Town name and surrounding areas") to clarify markets in the event multiple GreenLight Mobility franchisees are listed in one directory. Franchisee must follow all policies and procedures governing identification as set forth in the Manuals. Franchisee shall also own a mobile telephone with SMS capacity.

7.3.11 Approved Supplies and Suppliers. Franchisee shall in the operation of the Franchised Business use only such products, equipment, stationery, advertising and promotional materials, reports and forms that meet Franchisor's standards and specifications and use the Marks and colors as prescribed from time to time by Franchisor. All materials used must disclose the franchise relationship. Franchisee shall purchase all approved or required supplies from any producer, manufacturer, distributor, supplier or service designated as mandatory for use by Franchisor, which may include Franchisor or an affiliate ("**Required Supplier**") or, as applicable, any producers, manufacturers, distributors, suppliers or service providers who have been approved by Franchisor ("**Approved Supplier**").

7.3.12 Computer and Office Equipment. Franchisee shall acquire and use in the operation of the Franchised Business such computer hardware and software as may be required by Franchisor. Franchisee shall either own, purchase or have access to a laptop or desktop computer system loaded with certain commercially available software. The computer system shall be equipped with Ethernet and USB ports and have an active e-mail account and high-speed access to the Internet. Franchisee agrees to regularly monitor said account. Franchisee shall maintain and repair the computer and all equipment and obtain any upgrades or updates Franchisor requires with respect to such equipment. Franchisee shall be required to purchase or lease certain proprietary software from Franchisor or a third party designated by Franchisor, to enter into a software license agreement with Franchisor or such third party, and to purchase ongoing support services for the proprietary software from Franchisor or a third party designated by Franchisor. Franchisee shall provide to Franchisor access to all required accounts and software subscriptions utilized by Franchisee in the operation of the Franchised Business. Currently, required software from Required Suppliers include accounting and customer relationship management software. Franchisor reserves the right to expand required software and to access all information and data in connection with the Franchised Business produced by Franchisee's computer system. Upon termination or expiration of the Agreement, all such data remains the property of Franchisor.

7.3.13 Maintenance of Contacts Database. Franchisee shall at all times maintain a current database of information on all customers, marketing contacts and other contacts on the computer system for the Franchised Business. Said database shall be the sole property of Franchisor.

7.3.14 Inspection of Franchised Business. To determine whether Franchisee and the Franchised Business are in compliance with this Agreement, the Manuals, and any required specifications or procedures, Franchisor and its representatives shall have the right at all times and without prior notice to Franchisee to inspect Franchisee's business operations, which shall include the right to enter the office of the

Franchised Business, to accompany Franchisee on providing its service, or to otherwise observe Franchisee's operation or promotion of the Franchised Business. If the office of the Franchised Business is located in Franchisee's residence, Franchisor will provide notice prior to entering and inspecting the office. Franchisor and its representatives will have the right to interview Franchisee, Franchisee's employees and subcontractors, marketing contacts and customers pertaining to matters of compliance with this Agreement and to photograph, videotape or audiotape any such interviews and/or observation of the operation of the Franchised Business with or without Franchisee's knowledge and without prior notice to Franchisee. Franchisee hereby consents to Franchisor's use of any such audio or video recording for training, marketing or any other purpose. Franchisee shall fully cooperate with Franchisor and its representatives in all respects in connection with conducting, supervising or observing any such inspection and audit provided that Franchisor's exercise of these rights will not unreasonably interfere with Franchisee's conduct of the Franchised Business. In the event that Franchisor incurs fees and costs to hire a third party representative to inspect or observe Franchisee's operations or promotion of the Franchised Business, and said third party representative provides information to Franchisor evidencing Franchisee's violation of this Agreement, Franchisee shall reimburse Franchisor for such fees and costs upon demand.

7.4 Insurance for Franchised Business.

7.4.1 Franchisee shall obtain and at all times during the term of this Agreement maintain in force and pay the premiums for the types and coverages amount of insurance as identified in the Manuals, which will include, but not be limited to, automobile insurance, general liability insurance with bodily injury and property coverage, and employer's liability and workers' compensation insurance .

7.4.2 All insurance policies shall be on forms, upon terms and with insurers reasonably satisfactory to Franchisor. All policies must be issued by an insurer(s) rated A- or better in Class X by Alfred M. Best and Company Inc., or comparably rated by Moody's and/or Standard and Poor's or similarly reliable rating services acceptable to us. Upon reasonable notice to Franchisee, Franchisor may reasonably increase the minimum liability protection requirement or decrease the maximum deductible or require different or additional limits or kinds of insurance to reflect inflation, changes in standards of liability, higher damage awards or other relevant changes in circumstances.

7.4.3 All insurance policies shall in all instances be considered primary non-contributory coverage and expressly protect both Franchisee and Franchisor from liability and action. Franchisor must be named in all policies as a co-insured or an additional named insured. Franchisee shall furnish to Franchisor a certified copy of the certificate with respect to each such policy, which provides that such policy shall not be canceled or modified except upon thirty (30) days prior written notice to Franchisor. If Franchisee fails to obtain or maintain in force any insurance as provided herein or to furnish the certificates required hereunder, Franchisor may, in addition to other remedies it may have, maintain or obtain such insurance and/or certificates on Franchisee's behalf, and Franchisee shall promptly reimburse Franchisor for all premiums and other costs incurred thereby.

7.4.4 Franchisee must provide Franchisor copies of certificates of insurance coverage evidencing compliance with this Section before the Business Effective Date and upon Franchisor's demand thereafter but no less than annually.

7.4.5 If Franchisee engages any independent contractors to perform other services for customers of the Franchised Business, such independent contractors must have in force at the time of performing such services insurance of the types and amounts of coverage as set forth in the Manuals, and will include, but not be limited to, worker's compensation insurance and bodily injury insurance (for injury resulting from services) for all services performed. Such insurance policy must name Franchisee and Franchisor as additional insureds under the policy. Franchisee shall obtain from each such independent contractor a certified copy of the certificate

of insurance evidencing such coverage prior to the date the independent contractor performs any services for the Franchised Business. Maintenance of any insurance required by this Agreement shall not relieve Franchisee of the indemnification obligation under this Agreement.

7.5 Liability and Indemnification for Franchised Business. Franchisee alone shall be responsible for all loss or damage arising out of or relating to the operation of the Franchised Business or arising out of the acts or omissions of Franchisee or any of its employees, agents, servants or independent contractors in connection with services offered or rendered by Franchisee, and for all claims for damage to property or for injury or death of any person or persons directly or indirectly resulting therefrom. Franchisor will in no event assume liability for, or be deemed liable hereunder, as a result of any such action, or by reason of any act or omission of Franchisee in its conduct of the Franchised Business, or any claim or judgment arising therefrom against Franchisee.

7.5.1 Franchisee agrees, for itself and its successors and assigns, to indemnify, defend and hold harmless forever, Franchisor, its successors and assigns, affiliates, subsidiaries, and their respective officers, directors, agents, employees and representatives (collectively, “**Indemnified Parties**”), past and present, against any and all claims, judgments, damages, suits, losses, penalties, fines, expenses, costs, settlements and liabilities, which shall include, but not limited to, compensation for damages to Franchisor’s reputation and goodwill; reasonable attorneys’ fees (whether such fees be incurred by outside counsel or a staff attorney); court costs; expert witness fees; costs of investigation and defense; related travel and living expenses; and all other costs associated with any of the foregoing losses and expenses (“**Indemnified Expense**”) of any kind or nature that hereafter may be brought or instituted against any or all of them, or their successors and assigns, by or on behalf of anyone claiming rights or injury arising directly or indirectly from, as a result of, or in connection with the operation of the Franchised Business, whether or not the cause of such Indemnified Expense was actually or allegedly caused wholly or in part through the negligence or intentional act or omission of the Indemnified Parties or resulted from any strict liability imposed the Indemnified Parties. Franchisee shall give Franchisor prompt notice of any such indemnity event of which it is aware, for which indemnification is required, and, at the expense and risk of Franchisee, Franchisor shall have the option to control its own defense and to select counsel of its own choosing. Franchisor may, in its sole judgment, take such actions as it seems necessary and appropriate to investigate, defend, or settle any indemnity event or take other remedial or corrective actions with respect thereof as may be, in Franchisor’s sole judgment, necessary for the protection of the Indemnified Parties or the System. Such an undertaking by Franchisor of any rights or obligations attended to indemnified claims or otherwise shall, in no manner or form, diminish the obligation of Franchisee to provide the foregoing indemnity of Franchisor and the foregoing parties and to hold Franchisor and the foregoing parties harmless. The indemnities and obligations set forth in this Agreement will continue in full force and effect subsequent to the transfer, expiration or termination of this Agreement.

7.5.2 Nothing in this Agreement authorizes Franchisee to make any contract, agreement, warranty, or representation on Franchisor’s behalf, or to incur any debt or other obligation in Franchisor’s name.

7.5.3 If Franchisee does not resolve a customer service complaint or refuses to refund a customer his/her fee and the customer contacts Franchisor, and if Franchisor believes there is a reasonable basis for the complaint, Franchisor may issue a refund of fees paid by the customer. Franchisee agrees to reimburse Franchisor for the refund paid upon demand.

7.5.4 Franchisee shall be solely responsible for handling, managing and participating in the defense of all claims and/or lawsuits related in any way whatsoever to the Franchised Business, whether such claims arise during the term of this Agreement or after its termination or expiration. In the event Franchisee’s customer asserts claims or potential claims against Franchisor, Franchisee and its agents, employees and independent contractors agree to fully cooperate with Franchisor and/or its insurer in any investigations or other efforts to defend the claims asserted.

8 PROPRIETARY INFORMATION.

8.1 Confidentiality and Trade Secrets. Franchisee hereby acknowledges that only Franchisor can franchise the proprietary rights associated with the GreenLight Mobility Business and all parts thereof, and of all material and information divulged to Franchisee relating to the Franchised Business. Franchisee further acknowledges that the System and the GreenLight Mobility Business, each part thereof and in its entirety, constitutes trade secrets, confidential and proprietary business information of Franchisor that are revealed to Franchisee in trust and in confidence solely for the purpose of enabling Franchisee to establish and operate the Franchised Business. Such trade secrets, confidential and proprietary business information include, but are not limited to, information concerning the Marks; knowledge of the System; concepts or results relating to the services; supplier and material lists; customer list and contact information and data; proprietary software; forms of agreement and actual agreements; contact or service provider information or data; training; Manuals and related materials and other aids; business and accounting procedures and processes; promotional and marketing guidebooks, and other aids, business forms and accounting procedures; and, in general, methods, techniques, formulas, formats, specifications, standards, procedures, know-how, and information systems (collectively referred to as “**Confidential Information**”).

(1) Franchisee acknowledges that all data pertaining to the Franchised Business, including Confidential Information, Financial Records and data contained in any database whether prepared by Franchisee or Franchisor, including, but not limited to, any data contained in contact relationship management software, belongs to Franchisor.

(2) Franchisee shall maintain the absolute confidentiality of all Confidential Information during and after the Term and shall not use any of the Confidential Information in any other business or in any manner other than with the Franchised Business. Franchisee shall not make copies of such information or divulge such information to any other person except as permitted in writing by Franchisor. Franchisee shall require any other person who will have access to any Confidential Information to sign a confidentiality agreement in a form approved by Franchisor, which form, among other provisions, shall designate Franchisor as a third-party beneficiary of such covenants with the independent right to enforce them.

8.2 Improvements to System. As Franchisor develops, learns, or implements improvements to the System, it will so notify franchisees and authorize their use in the Franchised Business. In return and in consideration therefore, Franchisee agrees that any idea or suggested innovation or variation that may tend to enhance or improve the System and the GreenLight Mobility Business including all writings and other original works of authorship regardless of form, including, but not limited to software programs, trademarks, copyrightable works, Internet Web page or any other document or information pertaining or relating to the Franchised Business that Franchisee discovers or otherwise becomes aware of during the Term shall be submitted to Franchisor for its evaluation for adoption and use. Franchisee agrees that all proprietary rights to such ideas, works, innovations or variations created or acquired by Franchisee or any of its employees, during the Term, shall be deemed by the parties to be works made for hire and shall belong to Franchisor. Franchisor may adopt such improvements without compensation to Franchisee, and such improvements shall thereupon become part of the System owned by Franchisor and be used by Franchisor without any restriction, which shall include being made available to other franchisees.

8.3 Noncompliance with System. Franchisee acknowledges the importance of the Confidential Information and System to the reputation and integrity of the franchise system and the goodwill associated with the Marks and the GREENLIGHT MOBILITY brand. If Franchisor notifies Franchisee of a failure to comply with any of the standards or procedures that are required and Franchisee fails to correct the non-compliance within a period of time that Franchisor requires or Franchisee subsequently fails to comply with the same standard or procedure for which Franchisee received the notice, then, in addition to any other remedies to which Franchisor

shall be entitled, Franchisor reserves the right to impose a fine for such non-compliance in the amount then specified in the Manuals. This provision shall solely be deemed a fine and not an adequate remedy at law.

8.4 **Marks.**

8.4.1 Ownership of Marks and Goodwill. Franchisee's right to use the Marks is limited to the operation of the Franchised Business in the Licensed Service Area subject to the terms and conditions of this Agreement and the Manuals. Franchisee shall not contest or oppose, or assist anyone else to contest or oppose, directly or indirectly, Franchisor's ownership of the Marks, application for registration of the Marks, or registration of, or the validity or enforceability of any of the Marks. Franchisee's use of the Marks and any goodwill associated with the Marks shall inure to the exclusive benefit of Franchisor.

8.4.2 Firm Name - Limitations on Franchisee's Use of the Marks. Franchisee shall operate, advertise, and promote the Franchised Business and its services under a name approved in writing by Franchisor ("**Firm Name**"), and shall designate in conjunction therewith that Franchisee is an independent GreenLight Mobility franchisee. Franchisee shall not, however, use any of the Marks (including GREENLIGHT MOBILITY) or any other portion thereof or similar words or colorable imitations thereof as part of any name of any corporation, partnership, limited liability company or other business Entity, or with any other prefix, suffix or other modifying words, terms, designs or symbols, or in any modified form, or with the commercial symbols or trade dress of any other person or Entity, nor may Franchisee use any of the Marks in connection with the sale of any unauthorized products or service or in any other manner not expressly authorized in writing by Franchisor. Franchisee shall not use "GLM" or any portion thereof as part of Franchisee's business entity name. Franchisee shall, upon request of Franchisor at any time, immediately stop the use of any such name or word in its business entity name, and shall promptly take such steps as may be necessary or appropriate in the judgment of Franchisor to remove any such name or word from Franchisee's business entity name. Franchisee's Firm Name must be used on all marketing and promotional materials and contracts. Designations for "doing business as" (d/b/a) or "operating as" (o/a) shall not contain any geographic designation, such as GreenLight Mobility of New Jersey, unless pursuant to Franchisor's prior written consent.

8.4.3 **Defense of Marks by Franchisor**

1) If Franchisee receives notice or learns of a claim, suit, demand or proceeding against Franchisee on account of any alleged infringement, unfair competition, or similar matter relating to Franchisee's use of the Marks, Franchisee shall promptly notify Franchisor of such claim, suit, demand or proceeding. Franchisee shall have no power, right, or authority to settle or compromise any such claim by a third party without the prior written consent of Franchisor. Franchisor may, but is not required to, defend, compromise or settle any such claim at Franchisor's cost and expense, using attorneys of its own choosing. If Franchisor decides to defend, compromise or settle any such claim, Franchisee shall cooperate fully with Franchisor in connection with the defense of any such claim. Franchisee irrevocably grants Franchisor authority and power of attorney to defend or settle all of such claims, demands, suits or proceedings as to these claims.

2) If Franchisee receives notice or is informed or learns that any third party that Franchisee believes to be unauthorized to use the Marks, is using the Marks or any variants thereof, Franchisee shall promptly notify Franchisor. Thereupon, Franchisor shall, in its sole discretion, determine whether or not it wishes to undertake any action against such third party on account of said person's alleged infringement of the Marks. Franchisor shall have the sole authority and power to prosecute or settle such action. Franchisee shall render such assistance as Franchisor shall reasonably demand to carry out the prosecution of any such action including, but not limited to, becoming a nominal party to any legal action. Franchisee shall have no right to

prosecute any claim of any kind or nature whatsoever against such alleged infringer for or on account of said alleged infringement.

8.4.4 Substitution of Marks. Franchisor may change, revise or substitute different Marks for use in identifying the System, if the Marks no longer can be used, or if Franchisor, in its sole discretion, determines that substitution of different Marks will be beneficial to the System. The use of the substituted Marks shall be governed by the terms of this Agreement and Franchisee shall implement such change at its sole cost and expense, and Franchisor shall not compensate Franchisee for such substitution.

8.5 Copyright. Franchisor has developed, and may further develop during the Term, Manuals and certain artistic designs, and certain other documents or word combinations designated for use by Franchisee. Franchisor retains all right, title and interest thereto as provided by copyright law to the originator of works and Franchisee is licensed to use such copyrighted materials solely in accordance with the terms of this Agreement during the Term. If Franchisee develops or suggests a change or additional component of any copyrighted work, Franchisor may adopt such change or addition without compensation to Franchisee, and such change or addition shall thereupon become part of the System owned by Franchisor.

8.6 Internet Usage.

8.6.1 Franchisee shall not register any of the Marks on the Internet or any other computer on-line service, which shall preclude using the Marks as a domain name or as an email address unless issued through Franchisor. Franchisee shall not either directly or indirectly create, develop, maintain, and/or use its own website, blog, vlog, social network, or other on-line venue or communication on the Internet using any of the Marks, or otherwise use any of the Marks on the Internet in any other manner including for search engine advertising purposes without the prior written consent of Franchisor or as may be explicitly identified in the Manuals, if applicable. Franchisee may identify and/or use Marks with an on-line social media venues sponsored by Franchisor without obtaining prior written consent.

8.6.2 Franchisee acknowledges that the use of any social networking website, including but not limited to Facebook, MySpace, LinkedIn, Twitter, Instagram or other similar media, which exploits, utilizes, displays, or otherwise makes use of any of the Marks is the sole property of Franchisor and is only permissible, if at all, to the extent identified in the Manuals. In this event, Franchisee shall promptly submit to Franchisor all passwords for such site(s) and any changes to a password shall be submitted to Franchisor within three (3) days of the change. Franchisor shall be authorized full access to any social networking sites or webpages. Franchisee has no right, title or interest to any webpage on any of Franchisee's social networking sites including, but not limited to, all "fans", "followers", "friends" and "contacts" associated therewith which mentions, uses or refers in any way to the Marks or other intellectual property even if such webpage is established by Franchisee or otherwise held in the name of Franchisee or any of its owners. Upon expiration, transfer or termination of this Agreement, Franchisee shall immediately take whatever steps are necessary to cancel or dismantle any such social networking account or webpage or transfer the account or webpage and all related information, including all "fans", "followers", "friends" and "contacts" associated with such accounts or webpages, to Franchisor.

8.6.3 During the Term, Franchisee's use of the Marks or its identification of itself or its Owners with the Greenlight Mobility Business on any personal social media forum shall not associate the Marks, the brand, Franchisor or the Franchised Business with any political ideologies, religious or social philosophies and/or positions. Nor shall Franchisee use any personal social media forum to discredit, disparage, or harm the reputation and goodwill of the Marks, other franchisees or the GREENLIGHT MOBILITY brand. Upon expiration, transfer or termination of this Agreement, Franchisee shall not be permitted to use the Marks or any other indicia of its former affiliation with the GREENLIGHT MOBILITY brand on any social media forum whatsoever.

9 ASSIGNMENT, TRANSFER AND ENCUMBRANCE

9.1 By Franchisor. Franchisor shall have the right to Transfer or assign all or any part of its rights or obligations under this Agreement to any person or legal Entity without the consent of Franchisee. With respect to any assignment that results in the subsequent performance by the assignee of all of Franchisor's obligations under this Agreement, the assignee shall expressly assume and agree to perform such obligations, and shall become solely responsible for all obligations of Franchisor under this Agreement from the date of assignment. In addition, Franchisee expressly affirms and agrees that Franchisor may sell its assets, the Marks, or the System; may sell its securities in a public offering or in a private placement; may merge, acquire other entities, or be acquired by another Entity; including an Entity that owns and or operates businesses that compete with the Franchised Business, and may undertake a refinancing, recapitalization, leveraged buy-out, or other economic or financial restructuring, each and all without the consent of Franchisee.

9.2 By Franchisee. The rights granted to Franchisee in this Agreement are personal and Franchisee acknowledges that Franchisor is entering into this Agreement in reliance upon and in consideration of the individual character, skill, aptitude, business ability, English language fluency, physical capacity to perform the obligations under this Agreement and financial capacity of Franchisee or, if Franchisee is an Entity, of its Owners. Accordingly, Franchisee shall not Transfer this Agreement or any interest in this Agreement or ownership of Franchisee without Franchisor's prior written consent and without offering Franchisor a right of first refusal. Any attempt at a Transfer that violates the provisions of this section shall constitute a material breach of this Agreement and shall convey no right or interest in this Agreement. If Franchisee desires or proposes to Transfer any right or interest under this Agreement to a potential person or Entity ("**Transferee**"), Franchisee shall first notify Franchisor in writing at least 60 days before the proposed Transfer, setting forth in detail all of the proposed terms and conditions of the Transfer, a copy of the proposed sale and purchase agreement between Franchisee and the proposed Transferee, the name and address of the proposed Transferee, and the consideration therefore. Franchisor shall not unreasonably withhold its consent to the Transfer for which it has not exercised its right of first refusal pursuant to Section 9.3, so long as the proposed Transfer complies with all the following pre-conditions:

9.2.1 At the time of the proposed Transfer, all outstanding obligations of Franchisee to Franchisor shall have been satisfied and the terms of the proposed sale and purchase agreement shall not purport to Transfer any intellectual property of Franchisor and shall not in Franchisor's sole discretion contain any terms or conditions that would damage the goodwill of the System.

9.2.2 The proposed Transferee and each its Owners, as the case may be, must be a United States citizen or lawful resident alien of the United States and must have sufficient literacy and fluency in the English language sufficient, in Franchisor's opinion, to communicate with employees, customers, and suppliers of Franchisor and to satisfactorily complete Franchisor's required training program and such other tests and interviews as Franchisor shall reasonably deem to be necessary or desirable. Franchisee shall provide Franchisor with such information as Franchisor may require in order to determine whether to grant such proposed Transfer.

9.2.3 The sales price of the interest to be conveyed must not be so high, or the terms of the sale so onerous, that, in the judgment of Franchisor, the proposed Transferee will be unlikely to properly maintain, operate and promote the Franchised Business and meet the proposed Transferee's financial and other obligations to Franchisor, third party suppliers and creditors. This provision shall not create any liability to either Franchisee or the proposed Transferee on the part of Franchisor, in the event that Franchisor approves the Transfer and the Transferee experiences financial difficulties.

9.2.4 Franchisee and its Owners shall execute a general release of Franchisor and its respective current and former officers, shareholders, directors, members, managers, employees, agents, affiliates and representatives, in a form satisfactory to Franchisor.

9.2.5 If required by Franchisee's jurisdiction or any other governmental authority, the proposed Transferee shall be duly licensed to operate the Franchised Business, and Franchisee shall have obtained, at its or at the Transferee's expense, all requisite consents to such Transfer.

9.2.6 The proposed Transferee shall execute the standard form of Franchise Agreement then being offered to new franchisees and other ancillary documents that Franchisor requires, the terms of which may vary from those of this Agreement. If the Transferee is an Entity, its Owners shall jointly and severally guarantee the full payment and performance of Transferee's monetary and non-monetary obligations to Franchisor and deliver to Franchisor forms of personal guaranty and subordination to the satisfaction of Franchisor.

9.2.7 Franchisee shall pay to Franchisor a "**Transfer Fee**" in the amount of Twenty-Five Percent (25%) of the then-existing Initial Franchise Fee, plus Franchisor's out of pocket costs associated with the Transfer, including costs of attorneys' fees associated with the Transfer, on or before the Transfer; provided, however, that if Franchisor does not consent to the Transfer, Franchisor shall refund the Transfer Fee to Franchisee after deducting any expenses it incurred in connection with the proposed Transfer.

9.2.8 Franchisor's approval of any Transferee is contingent upon Transferee attending and completing, to Franchisor's satisfaction, the Initial Training Program. The Transferee shall pay Franchisor the then-current "**Transferee Training Fee**" (currently \$ 2,500) for the Initial Training Program for each attendee of the Initial Training Program. If Transferee fails to attend and satisfactorily complete such training, Franchisor reserves the right to not approve the transfer.

9.2.9 Either Franchisee has or Transferee has agreed to comply with the provisions of this Agreement regarding modernization or refurbishment of the Franchised Business as may be necessary to conform to the standards then applicable to new GreenLight Mobility franchisees.

9.2.10 To the extent applicable, Franchisee will have paid broker or other third-party fees in connection with efforts to assign or transfer this Agreement. Depending on the nature of the contractual relationship between broker/third party and Franchisor/Franchisee, these fees shall be paid to either Franchisor or to the third-party directly.

9.3 Right of First Refusal. If Franchisee or any of its Owners intend to Transfer the Franchised Business for valuable consideration, a complete and accurate copy of the bona fide, signed, written offer from the potential purchaser must be delivered immediately to Franchisor. If the offeror proposes to buy any other tangible or intangible assets that do not relate to or are not used by or in the Franchised Business, the proposal for such assets or rights must be described in a separate offer that is disclosed to Franchisor, but to which this right of first refusal is not applicable. The purchase price and terms for the Transfer of the Franchise will reflect the bona fide offered price and not reflect any value for any other assets.

9.3.1 Within thirty (30) days after Franchisee delivers a complete and accurate copy of the bona fide offer to Franchisor, Franchisor or its designee will have the option, exercisable by written notice, to purchase the interest that is the subject of the offer/ for the price and on the terms in the offer; provided, however, that (a) Franchisor may substitute cash for any in-kind payment proposed in the offer, (b) Franchisor's credit will be deemed equal to the proposed purchaser's credit, and (c) Franchisor will have not more than one hundred twenty (120) days from the option exercise date to consummate the transaction. Franchisee will promptly respond to all of Franchisor's reasonable due diligence requests. Terms and conditions for the purchase will be as similar as practicable to the offer's terms and conditions, subject to the exceptions above.

9.3.2 Unless expressly limited in the third-party offer, Franchisor has the right to purchase the interest subject to all customary representations and warranties, closing documents, releases and indemnities as Franchisor may reasonably may require, including representations and warranties as to the ownership and

condition of, and title to, shares of ownership and/or assets, the validity and status of contracts and leases and the extent of any liabilities, contingent or otherwise. Franchisor also will have the option to acquire, for nominal consideration, an assignment of Franchisee's leasehold rights for the Office premises.

9.3.3 If Franchisor does not exercise its purchase option, Franchisee or its Owners may complete the sale to the offeror on the offer's exact terms, subject to Franchisor's approval of the Transfer; provided that if there is a material change in the offer's terms, Franchisor will have an additional option to purchase during the thirty (30)-day period after Franchisee provides notice of a material change in the offer's terms.

9.3.4 If the proposed Transfer is not supported by valuable consideration (e.g. gift, testamentary transfer, or involves the transfer of ownership to an immediate family member of an Owner, or reorganization of your entity without any change in the Owners), Franchisor will have no right of first refusal. Franchisor must approve the new Owner under Section 9.2.

9.4 Death or Incapacity of Franchisee. Upon Franchisee's death or Incapacity during the Term or upon the death or Incapacity of one or more Owners with 50% or more interest in Franchisee, if Franchisee is an Entity, Franchisor, on its own initiative, or upon the written request of the heirs, shall allow the heirs a period of six (6) months from the date of death or Incapacity to effectuate one of the below options. "**Incapacity**" shall mean the condition of an individual who suffers from a physical or mental impairment, or a combination of both, rendering Franchisee, or its Owner, unable to substantially perform all Franchisee's obligations and duties provided of this Agreement and in the Manuals, which is verifiable by medical findings and has continued or is reasonably certain to continue for at least three (3) months without substantial improvement that would allow such individual to perform.

9.4.1 Demonstrate that the heirs, personal representatives or conservators of Franchisee or Owner ("**Heirs**") meet Franchisor's requirements for a Transferee set forth in this Agreement and agree to the terms of this Agreement and confirm this by signing a Transfer or assignment. At Franchisor's option, as an alternative to signing a Transfer or assignment agreement, Franchisor may require the heirs to execute the standard form of Franchise Agreement then being offered to new franchisees (modified to reflect that Franchisor shall not collect an initial franchisee fee and to reflect the remaining term and renewal term then remaining, if any, with respect to this Agreement) and any ancillary documents that Franchisor requires, the terms of which may be different from those of this Agreement; or

9.4.2 Assign this Agreement to a third party acceptable to Franchisor that meets the prerequisites to Transfer set forth in this Agreement.

10 TERMINATION OF FRANCHISE AGREEMENT.

10.1 Termination by Franchisee For Cause. Franchisee may terminate this Agreement prior to the expiration of the Term only if Franchisor has materially breached its obligations under Section 6.1 of this Agreement, provided, however that the conditions in this Section are fully satisfied and Franchisee is itself in full compliance with this Agreement at the time of giving such notice of termination.

10.1.1 If Franchisee believes that Franchisor has failed to adequately provide any undertaking prior to Franchisee's commencement of operations of this Agreement, including the Initial Training Program, Franchisee must notify Franchisor in writing within thirty (30) days following the start of the Franchised Business. Absent the timely provision of such notice to Franchisor, Franchisee shall be deemed to conclusively acknowledge that all initial training required to be provided by Franchisor was sufficient and satisfactory in Franchisee's judgment and to have waived any claim against Franchisor for such breach.

10.1.2 For any other Franchisor obligation, Franchisee must give Franchisor a written intent to terminate for cause specifically identifying all Defaults and providing a sixty (60) day cure period from the date of delivery of said notice to permit Franchisor to cure any Defaults, except that if any Default cannot be cured within thirty (30) days, Franchisor shall be given a reasonable time to cure such Default as long as Franchisor has initiated steps necessary to cure the Default within the sixty (60) day period. If such material breach by Franchisor is not cured within the permitted cure period, Franchisee may terminate the Agreement with Franchisor for cause.

10.1.3 A termination of this Agreement by Franchisee for any reason other than a material breach of this Agreement by Franchisor as identified in this Section 10.1 and Franchisor's failure to cure such breach within the cure period shall be deemed a termination by Franchisee without cause and a breach of this Agreement.

10.1.4 All Obligations Upon Termination (Section 11) shall be effective and valid upon Franchisee's termination whether for cause or otherwise.

10.2 **Termination by Franchisor With Notice and No Opportunity to Cure.** The following provisions are in addition to, and not in limitation of, any other rights and remedies Franchisor may have at law or in equity, all of which are expressly reserved. The exercise by Franchisor of any right or remedy shall not be deemed an election of remedies. This Agreement shall immediately terminate on delivery of notice of termination to Franchisee by Franchisor upon the occurrence of any of the following Defaults:

10.2.1 Franchisee becomes insolvent or admits in writing Franchisee's inability to pay its debts as they mature, makes an assignment for the benefit of creditors, files a petition under any foreign, state or United States bankruptcy act, receivership statute, or the like or if such a petition is filed by a third party, or if an application for a receiver is made by anyone and is not resolved favorably within 90 days.

10.2.2 Franchisee has made any material misrepresentation or omission in the application for appointment as a Franchisee or in any report that Franchisee submits to Franchisor during the Term pursuant to this Agreement.

10.2.3 Franchisee or any Owner is indicted by a grand jury or convicted by a trial court of or pleads no contest to a felony or other crime or offense or engages, or is repeatedly alleged to engage, in conduct (such as fraud) that reflects materially and unfavorably upon the operation and reputation of Franchisor, the System or the Franchised Business.

10.2.4 Franchisee attempts to make or makes an unauthorized assignment, encumbrance or other Transfer of Franchisee's rights or obligations under this Agreement, or attempts to make a Transfer without complying with all of the prerequisites to Transfer set forth in Section 9.2 of this Agreement.

10.2.5 Franchisee is a party to any other agreement with Franchisor that is terminated for Franchisee's breach thereof.

10.2.6 Franchisee makes any unauthorized use of the Marks or of the Confidential Information or makes any duplication or disclosure of any Confidential Information or contents of the Manuals.

10.2.7 Franchisee fails on two (2) or more separate occasions during any 12 month period to comply with the terms of this Agreement or with any mandatory specifications, standards or operating procedures that Franchisor may prescribe from time to time, regardless of whether such failures to comply are corrected after notice is delivered to Franchisee and whether such failures to comply relate to the same or different requirements of this Agreement.

10.2.8 Franchisee repeatedly conducts itself in an unprofessional and/or abusive manner to franchisor, other GreenLight Mobility franchisees and/or customer(s) as determined by Franchisor in its sole but reasonable discretion and Franchisee has received two (2) prior written notices of such misconduct by Franchisor during the franchise relationship (whether under this Agreement or any prior or subsequent franchise agreement).

10.2.9 Franchisee fails to operate the Franchised Business for 7 consecutive days.

10.2.10 Franchisee fails to complete the Initial Training Program to Franchisor's satisfaction.

10.2.11 Franchisee fails to adhere to any territory boundary restriction as contained in this Agreement (including conducting business in another franchisee's Licensed Service Area) after having previously received at least one (1) written notice of a territory boundary violation from Franchisor.

10.2.12 Franchisee states or reports Gross Revenue of the Franchised Business for any period of twelve (12) months or longer as being less than the actual Gross Revenue for the same period by three percent (3%) or greater.

10.2.13 Franchisee fails to conduct the Franchised Business in accordance with all applicable laws and regulations, including paying all applicable taxes. This shall not prevent Franchisee from contesting in good faith the validity or applicability of any purported legal obligation to the extent and in the manner permitted by law.

10.2.14 Franchisee fails to attend the first Franchisor offered meeting pursuant to Section 7.3.9. (annual or regional as specified by Franchisor) after Franchisee's commencement of the Franchised Business, whether such Franchised Business is a start up the business or is continuing from an assignment of an existing franchised business.

10.3 **With Notice and Opportunity to Cure.** The following provisions are in addition to, and not in limitation of, any other rights and remedies Franchisor may have at law or in equity, all of which are expressly reserved. The exercise by Franchisor of any right or remedy shall not be deemed an election of remedies.

10.3.1 Except as otherwise provided elsewhere, this Agreement shall terminate upon Franchisee's failure to cure any default under this Agreement or the Manuals within the specified days identified below after notice thereof is delivered to Franchisee. In the event such default cannot reasonably be corrected within the days specified as deemed in Franchisor's sole but reasonable discretion, Franchisee shall undertake diligent efforts to comply and to furnish proof acceptable to Franchisor of such efforts within such period; provided, however, that in no event shall Franchisee's cure period exceed a total of 45 days.

10.3.2 Defaults subject to a 15 day cure period include:

1) Franchisee fails to make any payment of money owed to Franchisor when due, or fails to submit to Franchisor when due any report required pursuant to this Agreement. At Franchisor's election, in lieu of or in addition to termination, Franchisor may institute legal proceedings to recoup any outstanding money owed as provided herein at Section 4.

2) Franchisee jeopardizes the goodwill of the Marks, the Franchised Business, the System, or the reputation of Franchisor including the unauthorized use of the Marks.

3) Franchisee defaults in the performance of any of the obligations assumed under Section 7 of this Agreement (except as may be specifically referred to above).

10.3.3 Franchisee fails to perform any obligation assumed by it under this Agreement or as required in the Manuals other than those specifically referred to above and fails to cure fully such Default with 30 days following notice to Franchisee.

10.4 No Waiver. The description of any Default in any notice served upon Franchisee shall in no way preclude Franchisor from specifying additional or supplemental defaults in any action, hearing or suit relating to this Agreement or the termination hereof.

11 RIGHTS AND OBLIGATIONS UPON TERMINATION OR EXPIRATION

11.1 Payment of Amounts Owed to Franchisor. Franchisee shall promptly pay to Franchisor within five (5) days after the effective date of termination or expiration of this Agreement all sums owing, including any amounts owed under any outstanding loan agreement or promissory note. Termination or expiration of this Agreement under any circumstances shall not relieve Franchisee of any debt, obligation, or liability of Franchisee to Franchisor that may have accrued hereunder.

11.2 Disaffiliation with Franchised Business. Franchisee shall assist Franchisor in every way possible to bring about an immediately effective, complete and orderly transfer of the Franchised Business. Franchisee specifically agrees that as between Franchisor and Franchisee, Franchisor has the sole right to and interest in all telephone numbers and directory listings associated with any Mark. Franchisee thus agrees to cooperate fully with Franchisor to assign immediately to Franchisor any and all business telephone numbers used by Franchisee and/or Franchisee's employees in connection with the Franchised Business. Such cooperation specifically includes that within five (5) days of transfer, termination or expiration of this Agreement, Franchisee must notify the telephone company and all directory listing agencies, including those on the Internet, of the termination of Franchisee's right to use any telephone number and any classified or other telephone directory listing associated with the Marks and shall authorize transfer of same to franchisor or any third party designated by Franchisor.

11.3 Marks and Proprietary Information. After the termination or expiration of this Agreement, Franchisee shall:

11.3.1 Immediately discontinue the use of all Marks, and any other names, marks or signs that may be confusingly similar thereto.

11.3.2 Take affirmative steps to immediately remove all references on the Internet that identify Franchisee and its business (or former business) as being associated or affiliated with the GREENLIGHT MOBILITY System or Franchisor in any way whatsoever, including but not limited to directory listings, contact information or association listings, or on any website, blog, vlog, social network or other on-line venue or communication on the Internet.

11.3.3 Immediately cease use of any item, equipment, method, process or procedure associated with the System or any of Franchisor's Confidential Information in any other business or otherwise.

11.3.4 Immediately discontinue and return to Franchisor all supplies and materials containing any reference to Franchisor or the Marks, and to cancel any pending advertising and discontinue future advertising, print and online, which refers to or connotes any relationship, whether current or past, between Franchisee and Franchisor.

11.3.5 Immediately discontinue and return to Franchisor any materials created by Franchisee during the Term of this Agreement containing any Marks or other proprietary or Confidential Information of Franchisor whether copyrighted or not and whether changed, improved and further developed from time to time

by Franchisee. This shall include the return to Franchisor (at Franchisee's expense) the Manuals and any other materials that have been loaned to Franchisee, including copies of, or any component thereof, in any form.

11.3.6 Maintain the confidentiality and not disclose to any person any of the Confidential Information furnished to Franchisee pursuant to this Agreement or in connection with the operation of the Franchised Business.

11.4 No Association with Franchisor or System. Franchisee shall not directly or indirectly at any time or in any manner identify Franchisee, its Owner or any business with which Franchisee or its Owner is affiliated, as a current or former franchisee or licensee of Franchisor, or as otherwise associated with GREENLIGHT MOBILITY or the System, or use any license issued to Franchisor or any Mark, any imitation thereof or other indicia in any manner or for any purpose, or utilize for any purpose any trade name, trade or service mark or other commercial symbol that suggests or indicates a connection or association with Franchisor.

11.5 Cancel Business Names. Franchisee shall take such action as may be required to terminate or cancel any state or jurisdictional registration or filing of any d/b/a or assumed name or trade or fictitious or equivalent name or any other registration or filing containing the Marks so as to delete the Marks and all references to anything associated with the GreenLight Mobility Business or System.

11.6 Software. Franchisee shall immediately discontinue the use of all proprietary software and provide to Franchisor access to all software accounts utilized by Franchisee in the operation of the Franchised Business, at Franchisor's expense; and to refrain for a period of eighteen (18) months following the transfer, expiration or termination of this Agreement for any reason, or the date on which Franchisee ceases to conduct the Franchised Business, whichever is later, from using any generic version of the same software system as was used with the Franchised Business, including, but not limited to, office management software.

11.7 Other Efforts. Comply with all further post termination requirements as may be set forth in the Manuals.

11.8 Non-Competition Covenants.

11.8.1 Definition.

1) Unless otherwise specified, the term "**Franchisee**" as used in this section shall include, collectively and individually, all officers, directors, and holders of a beneficial interest of five percent (5%) or more of the securities of franchisee, and of any corporation directly or indirectly controlling Franchisee, if Franchisee is an Entity; and the general partners and any limited partner (including any corporation and the officers, directors, and holders of a beneficial interest of five percent (5%) or more of securities, or an Entity that controls, directly or indirectly, any general or limited partner, if Franchisee is a partnership.

2) "**Restricted Person**" shall mean Franchisee, and each of its Owners, and the respective officers, directors, and managers of each of them, and the spouse and family members who live in the same household of each of the foregoing who are individuals.

3) "**Competitive Business**" shall mean any business where five percent (5%) or more of its sales include services similar to that offered by the Franchised Business, including without limitation any construction company and any mobility equipment and accessibility business and any similar business.

11.8.2 Covenants. The intention of the parties in this section is to limit Franchisee's right to compete only to the extent necessary to protect Franchisor from unfair competition. Franchisee covenants that:

1) During the Term of this Agreement, no Restricted Person shall not directly or indirectly divert or attempt to divert any business or customer of the Franchised Business to any competitor of Franchisee or otherwise.

2) During the Term of this Agreement, no Restricted Person shall, without Franchisor's prior written consent, either directly or indirectly, for itself, or through, on behalf of, or in conjunction with any person, persons, or legal Entity, own, advise, operate, engage in, be employed by, make loans to, or have any interest in or relationship or association with any Competitive Business.

3) Commencing upon the date of: (i) a Transfer permitted under this Agreement, (ii) the expiration of this Agreement or (iii) the termination of this Agreement (regardless of the cause for termination), and continuing for an uninterrupted period of 24 months thereafter, no Restricted Person shall, without Franchisor's prior written consent, either directly or indirectly, for itself, or through, on behalf of, or in conjunction with any person, persons, or legal Entity, own, advise, operate, engage in, be employed by, make loans to, or have any interest in or relationship or association with any Competitive Business at any location (a) within a radius of twenty-five (25) miles of the Licensed Service Area described in the Data Sheet in which Franchisee's Business is located; or (b) within any other franchisee's Licensed Service Area whether franchised or owned by Franchisor or any affiliate of Franchisor, based on where the GreenLight Mobility Business or its affiliated franchisees are operating as of the date of expiration or termination of this Agreement; or (c) within the state of New Jersey which Franchisee acknowledges is where Franchisor's affiliate Back Home Safely operates a business similar to the Franchised Business.

4) Commencing upon the date of: (i) a Transfer permitted under this Agreement, (ii) the expiration of this Agreement or (iii) the termination of this Agreement (regardless of the cause for termination), and continuing for an uninterrupted period of eighteen (18) months thereafter, no Restricted Person shall, directly or indirectly solicit or perform services for any prior customer of the Franchised Business or any customer of any other GREENLIGHT MOBILITY franchisee or an affiliate of Franchisor.

5) Commencing on the date of: (i) a Transfer permitted under this Agreement, (ii) the expiration of this Agreement or (iii) the termination of this Agreement (regardless of the cause for termination), and continuing for an uninterrupted period of eighteen (18) months thereafter, no Restricted Person shall employ or seek to employ any person employed by Franchisor or any other GREENLIGHT MOBILITY franchisee, or otherwise directly or indirectly induce or seek to induce such person to leave his or her employment.

11.8.3 Enforcement of Covenants. The foregoing covenants shall be construed independently of any other covenant or provision in the Franchise Agreement. The parties hereby expressly agree that if the scope of enforceability of the provision is disputed at any time by Franchisee, a court may modify this section to the extent that it deems necessary to make such provision enforceable under applicable law. If all or any portion of a covenant is held unreasonable or unenforceable by a court or agency having valid jurisdiction in an unappealed final decision to which Franchisor is a party, Franchisee shall be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated and made a part of the Franchise Agreement. In the event that Franchisee engages in the activities prohibited in this section in violation of said covenant, the 24-month period of non-competition shall extend beyond the 24-month anniversary date of termination or expiration of the Agreement for a period of time equal to the duration of Franchisee's violation of said covenant, but only to the extent necessary to insure that Franchisee refrains from competition for a full 24 months period and not longer. In the event Franchisor

seeks an injunction in court to enforce the covenant to compete, the time period during which competition is restrained shall not begin to run until the earlier of: (1) the date Franchisor obtains said injunction; or (2) the date Franchisee begins to comply with the covenant not to compete.

11.8.4 Covenants to be Signed by Other Employees. Franchisor reserves the right to require Franchisee's managers, employees, independent contractors and all other personnel receiving training from Franchisor to execute similar covenants in a form satisfactory to Franchisor.

11.8.5 Modification of Covenants. Franchisor shall have the right, in its sole discretion, to reduce the scope of any covenant or obligation of Franchisee set forth in the Franchise Agreement, or any portion thereof, without Franchisee's consent, effective immediately upon receipt by Franchisee of written notice thereof, and Franchisee shall comply with any covenant as to modified, which shall be fully enforceable.

12 DISPUTE RESOLUTION

12.1 Choice of Law. This Agreement shall be interpreted and construed under the laws of the State of New Jersey. In the event of any conflict of law, the laws of New Jersey shall prevail, without regard to the application of New Jersey law rules. If, however, any provision of this Agreement would not be enforceable under the laws of New Jersey, and if the Franchised Business is located outside of New Jersey and such provision would be enforceable under the laws of the state in which the Franchised Business is located, then such provision shall be interpreted and construed under the laws of that state.

12.2 Venue. The Parties agree that any action brought by either Party against the other in any court, whether federal or state, shall be brought within the State of New Jersey in the county in which Franchisor has its principal place of business at the time the action is initiated, and the Parties hereby waive all questions of personal jurisdiction or venue for the purpose of carrying out this provision.

12.3 Nonexclusivity of Remedy. Except as explicitly stated in this Agreement, no right or remedy conferred upon or reserved to Franchisor or Franchisee is intended to be, nor shall be deemed, exclusive of any other right or remedy in this Agreement or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy.

12.4 Waiver; No Franchisee Right of Setoff. In no event shall Franchisee make any claim for money damages based on any claim or assertion that Franchisor has unreasonably withheld or delayed any consent or approval under this Agreement. Franchisee waives any such claim for damages. Franchisee may not claim any such damages by way of setoff, counterclaim or defense. Franchisee's sole remedy for the claim will be an action or proceeding to enforce the provisions of this Agreement, for specific performance or for declaratory judgment.

12.5 Mediation. Before either Party may initiate any action against the other, the Parties pledge to attempt first to resolve the "**Dispute**," which shall mean any controversy or claim arising out of or relating to this Agreement, pursuant to non-binding mediation conducted in accordance with the Commercial Mediation Rules of the American Arbitration Association, unless the Parties agree on alternative rules and a mediator within 15 days after either Party first gives notice of mediation. Mediation shall be conducted within the State of New Jersey in the county in which Franchisor has its principal place of business at the time the action is initiated, and shall be conducted and completed within 45 days following the date either Party first gives notice of mediation unless otherwise agreed to in writing by the Parties. The fees and expenses of the mediator shall be shared equally by the Parties. The mediator shall be disqualified as a witness, expert or counsel for either Party with respect to the Dispute and any related matter. Mediation is a compromise negotiation and shall constitute privileged communications under New Jersey and other applicable laws. The entire mediation process shall be confidential and the conduct, statements, promises, offers, views and opinions of the mediator and the Parties shall not be discoverable or admissible in any legal proceeding for any purpose; provided, however, that evidence which is

otherwise discoverable or admissible shall not be excluded from discovery or admission as a result of its use in the mediation. Notwithstanding anything to the contrary set forth in this Agreement, either Party that fails to reasonably cooperate in scheduling and completing a mediation within 45 days after giving or receiving notice thereof shall be precluded from recovering costs, expenses, and/or prevailing Party's attorneys' fees in any subsequent legal proceeding.

12.6 Disputes with Others. Each party waives the right to assert that principles of collateral estoppel or issue preclusion prevent raising any claim or defense because either party lost a similar claim or defense in another action. Any ruling by a third-party fact finder or court in a prior proceeding in which either party was involved (such party referred to as a "Litigant") with a third party will not prevent the Litigant from asserting similar arguments or positions in an action between the parties to this Agreement.

12.7 WAIVER OF JURY TRIAL. EACH PARTY IRREVOCABLY WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER PARTY.

12.8 Limitation of Damages. Except as explicitly provided in this Agreement, for any claim concerning performance or non-performance by either Party pursuant to, or in any way related to the subject matter of this Agreement, any Party's sole liability, if any, shall be limited by actual damages. For any claim that arises out of or in connection with this Agreement, whether such claim is in contract, tort or otherwise, except as otherwise explicitly provided herein, under no circumstances shall either party be liable for indirect, exemplary, incidental, consequential, aggravated or punitive damages, including, but not limited to, loss of anticipated income, profits or savings, or loss resulting from business interruption.

12.9 Limitation of Claims. Except for claims against Franchisee concerning the underreporting of Gross Revenue, for non-payment of any fee due under this Agreement, intellectual property infringement/violations, claims for violation of post-termination obligations, including, but not limited to, a breach of the covenant not to compete, and for claims against Franchisee by Franchisor relating to indemnification or other third party claims or suits brought against Franchisor as a result of Franchisee's operation of the Franchised Business, any and all claims and actions arising out of or relating to this Agreement, the relationship of Franchisee and Franchisor, or Franchisee's operation of the Franchised Business, brought by either Party against the other, shall be commenced within one year (1) year from the occurrence of the facts giving rise to such claim or action, or such claim or action shall be barred. The Parties hereby waive to the fullest extent permitted by law any right to or claim of any punitive or exemplary damages against the other and agree that if of a dispute between them each shall be limited to the recovery of any actual damages sustained by it.

12.10 Liquidated Damages. Because any actual or direct damages associated with Franchisee's improper disclosure of proprietary information and/or breach of the non-competition covenants (contained herein at Section 11.8) are necessarily uncertain and/or difficult to ascertain, in the event of such a contractual breach, Franchisee hereby agrees that Franchisor is entitled to a deferred training fee as liquidated damages in an amount equal to thirty percent (30%) of Franchisee's average annual Gross Revenue over the Franchisee's preceding three (3) years (or for such shorter period if Franchisee has not been under a Franchise Agreement for a full three (3) year period). This remedy partially compensates Franchisor for a portion of the Initial Training Program that was provided to Franchisee at no additional cost. This provision shall be deemed a partial remedy only.

12.11 Additional Remedies for Breach. Franchisee acknowledges that if Franchisee breaches this Agreement and/or improperly discloses proprietary information and/or continues to utilize the Marks or Confidential Information at such times when Franchisee is not legally entitled to use them or breaches the provisions of the covenants not compete, Franchisor shall not have a sufficient and adequate remedy at law to render it whole. Therefore, Franchisee expressly consents and agrees that Franchisor may, in addition to any other

available remedies, obtain an injunction and/or temporary restraining order to terminate or prevent the continuation of any existing default or violation, and to prevent the occurrence of any threatened default or violation by Franchisee of this Franchise Agreement.

12.12 Costs of Enforcement or Defense. If Franchisor or Franchisee is required to enforce this Agreement, in any forum, judicial proceeding or appeal thereof, the party prevailing in such proceeding shall be entitled to reimbursement of its costs and expenses, including, but not limited to, reasonable accounting and attorneys' fees (whether such fees be incurred by outside counsel or a staff attorney), administrative charges, and any other costs and expenses, whether incurred prior to, in preparation for or in contemplation of the filing of any written demand, claim, action, hearing or proceeding to enforce the obligations of this Agreement. No sum for attorneys' fees shall be counted and calculated in the amount of judgment for purposes of determining whether a Party is entitled to recover its costs or attorneys' fees. If Franchisor incurs any other expense in connection with Franchisee's failure to pay when due amounts owing to Franchisor; to accurately state or report Gross Revenues or other required information and data when due ; failure to comply with post-termination obligations, including the covenant not to compete; or any other failure to comply with this Agreement, Franchisee shall reimburse Franchisor for any such costs and expenses that it incurs including but not limited to attorneys' and accounting fees and collection agency fees. Further, all outstanding amounts due to Franchisor shall, at Franchisor's election, accrue interest at a per annum rate of one-and-a-half percent (1½ %) per month or the maximum permitted by law, whichever is greater, to compensate Franchisor for costs incurred when payments are received late or Franchisee fails to accurately state or report Gross Revenues or other required information and data when due.

12.13 Survival. All rights and obligations contained in this Agreement that expressly or by their nature survive the transfer, expiration or termination of this Agreement shall continue in full force and effect subsequent to and notwithstanding the transfer, expiration or termination of this Agreement until they are satisfied in full or by their nature expire.

13 GENERAL

13.1 Grammar, Section Headings and Schedules. The singular of any noun or pronoun shall include the plural, or vice versa, wherever the context requires. Section headings are for convenience of reference only and shall not be construed as part of this Agreement nor shall they limit or define the meaning of any provision of this Agreement. The terms of all Schedules attached to this Agreement are incorporated into this Agreement by reference.

13.2 Non-Waiver. No failure by either Party to take action on account of any default of the other Party, or of a similar default of another franchisee, whether in a single instance or repeatedly, and no course of dealing of the Parties or by Franchisor with other franchisees in variance with the terms hereof constitutes a waiver of any such default or of the performance required of either Party by this Agreement. No express waiver by either Party of any provision or performance under this Agreement or of any default by the other Party constitutes a waiver of any other or future provision, performance or default. No waiver or extension of time shall be effective unless expressly contained in a writing signed by the waiving Party. Franchisor may in its discretion elect from time to time to waive obligations of Franchisee under this Agreement upon such terms and conditions as Franchisor determines in its discretion. No acceptance of performance or payments from Franchisee shall be deemed to be a waiver by Franchisor of any preceding or succeeding breach by Franchisee of any terms or conditions of this Agreement. No mediation shall delay, suspend, or prevent either Party from exercising its right to terminate this Agreement at the time and in the manner set forth in Section 10 of this Agreement.

13.3 Invalidity and Severability. If any provision of this Agreement is determined to be invalid or unenforceable, either in its entirety or by virtue of its scope or application to given circumstances, such provision shall be deemed modified to the extent necessary to render the same valid, or as not applicable to the given circumstances, or to be excised from this Agreement, as the situation may require, and this Agreement shall be

construed and enforced as if such provision had been included in this Agreement as so modified in scope or application, or had not been included in this Agreement, as the case may be, it being the stated intention of the Parties that had they known of such invalidity or unenforceability at the time of entering into this Agreement, they would have nevertheless contracted upon the terms contained in this Agreement, either excluding such provisions, or including such provisions only to the maximum scope and application permitted by law, as the case may be.

13.4 Notices. All notices shall be in writing and shall be served in person, by overnight delivery or express mail, by certified mail or by electronic transmission delivery. Service shall be deemed conclusively made: (i) at the time of service, if personally served; (ii) twenty-four (24) hours (exclusive of weekends and national holidays) after delivery if by overnight delivery or express mail; (iii) upon the earlier of actual receipt or three (3) calendar days after deposit in the United States regular mail, properly addressed and postage prepaid, return receipt requested; and (iv) one (1) business day after email or other electronic transmission.

Any notice or demand to Franchisor shall be given to:

GLM Franchising LLC
111 Canfield Ave.
Bldg B-10
Randolph, NJ 07869
Fax: 973-252-2424
Email: info@greenlightmobility.com

Any notice to Franchisee shall be given at the address appearing on the Data Sheet, unless and until a different address has been designated by written notice to the other Party. Any Party may change its address for the purpose of receiving notices, demands and other communications by a written notice given in the manner set forth above to the other Party.

13.5 Entire Agreement. This Agreement, any documents executed contemporaneously herewith that expressly reference this Agreement and any documents referred to in this Agreement constitute and contain the entire Agreement and understanding of the Parties with respect to the subject matter hereof. There are no representations, undertakings, agreements, terms, or conditions not contained or referred to in this Agreement. This Agreement supersedes and extinguishes any prior written agreement between the Parties relating to the subject matter hereof, provided that it shall not abrogate, impair, release or extinguish any debt, obligation or liability otherwise existing between the Parties. This Agreement may not be modified or amended except by a written amendment executed by both Parties. Notwithstanding the foregoing, nothing in this Agreement is intended to disclaim representations Franchisor made to Franchisee in the applicable Franchise Disclosure Document.

13.6 Relationship of Parties. Nothing contained in this Agreement shall be deemed or construed to create the relationship of principal and agent, partnership, joint venture or employment, or a fiduciary relationship, and Franchisee shall not hold itself out as an agent, legal representative, partner, subsidiary, joint venturer, servant or employee of Franchisor or any affiliate of Franchisor. With respect to all matters pertaining to the operation of the Franchised Business, Franchisee is, and shall be, an independent contractor. Neither Franchisor nor Franchisee has the right to bind or obligate the other to any obligations or debts. Franchisee is the independent owner of its business, shall be in full control of its day-to-day operations, and shall conduct such business in accordance with its own judgment and discretion, subject the provisions of this Agreement and any applicable Manual to the extent necessary for Franchisor to protect the integrity of the Marks and the GREENLIGHT MOBILITY brand. Franchisee shall conspicuously identify itself as the independent owner of its business and as an independent franchisee of Franchisor. Neither Party hereto shall be obligated by, or have any liability for, any agreements, representations or warranties made by the others nor shall Franchisor be liable for any damages to

any person or property, directly or indirectly, arising out of the operation of the Franchised Business, whether caused by Franchisor's negligent or willful action or failure to act.

13.7 Compliance with Applicable Law. If any applicable statute, law, rule regulation, ordinance, policy and procedure established by any governmental authority, governing the operation of the Franchised Business as in effect on the Effective Date, as may be amended, supplemented or enacted from time to time ("**Applicable Law**") requires a greater prior notice of the termination of, or refusal to renew, this Agreement than is required under this Agreement, the prior notice or other action required by such Applicable Law shall be substituted for the notice or other requirements hereof. Such modifications to this Agreement shall be effective only in such jurisdiction and shall be enforced as originally made and entered into in all other jurisdictions. Franchisor reserves the right to challenge the applicability of any such Applicable Law.

13.8 Counterparts and Electronic Copies. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. Signatures transmitted electronically or by facsimile will be deemed original signatures. Electronic copies of this Agreement shall constitute and be deemed an original copy of this Agreement for all purposes, provided that such electronic copies are fully executed, dated and identical in form to the original hard copy version of this Agreement.

13.9 Acknowledgments. Franchisee, and its Owners, jointly and severally acknowledge that they have carefully read this Agreement and all other related documents to be executed concurrently or in conjunction with the execution hereof, that they have obtained the advice of counsel in connection with entering into this Agreement, that they understand the nature of this Agreement, and that they intend to comply herewith and be bound hereby. Franchisor expressly disclaims making, and Franchisee and its Owners acknowledge and agree that they have not received or relied on any warranty or guarantee, express or implied, as to the potential volume, profits, expenses, or success of the Franchised Business. Franchisee and its Owners further acknowledge and agree that Franchisee has conducted an independent investigation of the Franchised Business, recognizes that the Franchised Business involves business risks, and that its success will be largely dependent upon yours skills and experience, your efforts and dedication in furtherance of the Franchised Business, your business acumen, your location, the local market for products and services under the GREENLIGHT MOBILITY Marks, the economy, inflation, the number of employees you hire and their compensation, competition and other economic and business factors.

13.10 Franchise Disclosure Document. Franchisee acknowledges that Franchisee and its Owners received a copy of the complete GLM Franchising LLC Franchise Disclosure Document for the GreenLight Mobility Business that contains a copy of this Agreement, at least 14 calendar days before the Effective Date. Franchisee and its Owners further acknowledge and agree that Franchisor has made no promises, representations, warranties or assurances to Franchisee which are inconsistent with the terms of this Agreement or Franchisor's Franchise Disclosure Document, concerning the profitability or likelihood of success of the Franchised Business, that Franchisee and its Owners have been informed by Franchisor that there can be no guarantee of success in the Franchised Business and that the factors identified above in Section 13.9 are primary in determining Franchisee's success.

13.11 Atypical Terms. Franchisee and its Owners acknowledge and agree that Franchisor may modify the offer of its franchises to other franchisees in any manner and at any time and those offers may have different terms, conditions, and obligations than the terms, conditions, and obligations in this Agreement. Franchisee and its Owners further acknowledge and agree that Franchisor has made no warranty or representation that all Franchise Agreements previously issued or issued after this Agreement by Franchisor do or will contain terms substantially similar to those contained in this Agreement. Franchisor may, in its reasonable business judgment and its sole and absolute discretion, due to local business conditions or otherwise, waive or modify comparable

provisions of other Franchise Agreements previously executed or executed after the Effective Date with other franchisees in a non-uniform manner.

13.12 Anti-Terrorism Laws. Franchisee shall comply with, and/or assist Franchisor to the fullest extent possible in Franchisor's efforts to comply with the "**Anti-Terrorism Laws**," which shall mean Executive Order 13224 issued by the President of the United States, the USA Patriot Act, and all other present and future federal, state, and local laws, ordinances, regulations, policies, lists, and any other requirements of any Governmental Authority addressing or in any way relating to terrorist acts and acts of war. Franchisee and its Owners certify, represent and warrant that none of their property or interests is subject to being blocked under any of the Anti-Terrorism Laws and that neither Franchisee nor its Owners are otherwise in violation of the Anti-Terrorism Laws. Any violation of the Anti-Terrorism Laws by Franchisee or Franchisee's employees or any "blocking" of Franchisee's assets under the Anti-Terrorism Laws constitute grounds for immediate termination of this Agreement and any other agreements Franchisee has entered into with Franchisor or any of its affiliates, in accordance with the provisions of this Agreement. Franchisee shall notify Franchisor by telephone within 24 hours, and confirm in writing within 2 days after receiving notice of an investigation or violation of any Anti-Terrorism Laws, and notify Franchisor in writing within 3 days of the commencement of any other litigation or proceeding that may adversely affect the operation or financial condition of the Franchised Business.

[Signature Page Immediately Follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first shown above.

FRANCHISOR:

GLM Franchising LLC

A New Jersey limited liability company

By: _____

Its: _____

FRANCHISEE:

an individual;

a _____ general partnership;

a _____ limited partnership;

a _____ limited liability company;

a _____ corporation

By: _____

Its: _____

SCHEDULE A

DATA SHEET

1. **Initial Franchise Fee.** _____

2. **Franchise Location.** As stated in Section 2.1 of the Franchise Agreement, the Franchised Location is: _____

3. **Licensed Service Area.** As stated in Section 2.1 of the Franchise Agreement, the Designated Territory under this Agreement shall mean: _____

4. **Agreement Effective Date.** As stated in Section 2.1, the term of this Agreement shall commence on the following date: _____ (“**Agreement Effective Date**”).

5. **Business Effective Date.** As stated in Section 2.2 of the Agreement, the Business Effective Date by which Franchisee hereby agrees to commence operations hereunder shall be no later than _____.

6. **Minimum Royalty Fee.** As stated in Section 4.2.2 of the Agreement, on the Business Effective Date, Franchisee must begin to pay a monthly Minimum Royalty Fee of: _____.

7. **Monthly Technology Fee:** _____.

8. **Entity Information:** If Franchisee is an Entity, identify name of Franchisee Entity: _____.

Franchisee represents and warrants that the following information is accurate and complete in all material respects:

Franchisee is a (check as applicable):

- sole proprietor
- corporation
- limited liability company
- general partnership
- limited partnership
- Other (specify): _____

Franchisee shall provide to Franchisor concurrently with the execution hereof true and accurate copies of its entity records: Articles of Incorporation, Bylaws, Operating Agreement, Partnership Agreement, resolutions authorizing the execution hereof, and any amendments to the foregoing (“**Entity Records**”).

9. **Ownership:** Regardless of whether Franchisee is an Entity, Franchisee represents and warrants that the following ownership information is accurate and complete in all material respects:

Franchisee promptly shall notify Franchisor of any changes in ownership. Franchisee shall also provide such additional information as Franchisor may from time to time request concerning all persons who may have any direct or indirect financial interest in Franchisee.

The name and address of each of Franchisee and its Owners and their ownership interests in Franchisee are:

Ownership percentages as (check one): ___ Individuals ___ Entity

NAME	ADDRESS	PERCENTAGE OWNERSHIP INTEREST

Identify the names, addresses and titles of Franchisee’s Owners who will be devoting their full time to the Franchised Business:

NAME	ADDRESS	TITLE

The address where Franchisee’s Financial Records and Entity Records are maintained is: _____.

FRANCHISEE:

_____,
 an individual;
 a _____ general partnership;
 a _____ limited partnership;
 a _____ limited liability company;
 a _____ corporation

By: _____

Its: _____

FRANCHISOR:

GLM Franchising LLC
 A New Jersey limited liability company

By: _____

Its: _____

SCHEDULE B
PERSONAL GUARANTY

As an inducement to **GLM Franchising LLC**, a New Jersey limited liability company (“**Franchisor**”), to execute the Franchise Agreement with Franchisee as identified on the Data Sheet at Schedule A, dated _____, 20__, and in consideration of Franchisor executing the Franchise Agreement, Guarantors jointly and severally agree as follows:

A. Guarantors shall pay or cause to be paid to Franchisor all monies payable by Franchisee under the Franchise Agreement on the date and in the manner required for payment.

B. Guarantors unconditionally guarantee full performance and discharge by Franchisee of all of the obligations of Franchisee under the Franchise Agreement on the date and in the manner required.

C. Guarantors shall indemnify and save harmless Franchisor, and each of their respective shareholders, directors, employees, affiliates and agents (collectively “**Indemnitees**”) against and from all losses, damages, costs, and expenses which the Indemnitees may sustain, incur, or become liable for by reason of the failure for any reason whatsoever of Franchisee to pay the monies payable pursuant to the Franchise Agreement or to do and perform any other act, matter or thing required by the Franchise Agreement, and any act, action, or proceeding of or by Franchisor for or in connection with the recovery of monies or the obtaining of performance by Franchisee of any other act, matter or thing required by the Franchise Agreement.

D. Franchisor shall not be obligated to proceed against Franchisee or exhaust any security from Franchisee or pursue or exhaust any remedy, including any legal or equitable relief against Franchisee, before proceeding to enforce the obligations of the Guarantors of this Agreement set out, and the enforcement of such obligations may take place before, after, or contemporaneously with, enforcement of any debt or obligation of Franchisee under the Franchise Agreement.

E. Without affecting the Guarantors’ obligations under this Guaranty, Franchisor, without notice to the Guarantors, may extend, modify, or release any indebtedness or obligation of Franchisee, or settle, adjust, or compromise any claims against Franchisee. Guarantors waive notice of amendment of the Franchise Agreement and notice of demand for payment or performance by Franchisee.

F. Guarantors’ obligations under this Agreement shall remain in full force and effect, and shall be unaffected by: (i) the unenforceability of the Franchise Agreement against Franchisee; (ii) the termination of any obligations of Franchisee under the Franchise Agreement by operation of law or otherwise; (iii) the bankruptcy, insolvency, dissolution, or other liquidation of Franchisee, including, without limitation, any surrender or disclaimer of the Franchise Agreement by the trustee in bankruptcy of Franchisee; (iv) Franchisor’s consent or acquiescence to any bankruptcy, receivership, insolvency, or any other creditor’s proceedings of or against Franchisee, or by the winding-up or dissolution of Franchisee, or any other event or occurrence which would have the effect at law of terminating the existence of Franchisee’s obligations before the termination of the Franchise Agreement; or (v) by any other agreements or other dealings between the Parties having the effect of amending or altering the Franchise Agreement or Franchisee’s obligations under this Agreement, or by any want of notice by Franchisor to Franchisee of any default of Franchisee or by any other matter, thing, act, or omission of Franchisor whatsoever.

G. ALL DISPUTES INVOLVING A GUARANTOR (WHETHER OR NOT RELATED TO THIS GUARANTEE) SHALL BE ADJUDICATED AND RESOLVED IN ACCORDANCE WITH THE PROVISIONS APPLICABLE TO FRANCHISEE THAT ARE SET FORTH IN THE FRANCHISE AGREEMENT, WHICH, AMONG OTHER THINGS, INCLUDES MEDIATION OF MOST DISPUTES, A MUTUAL WAIVER OF TRIAL BY JURY IN ANY COURT PROCEEDINGS, LIMITATIONS ON THE TIME WITHIN WHICH TO COMMENCE AN ACTION, AND A WAIVER TO THE EXTENT PERMITTED BY LAW OF ANY RIGHT TO OR CLAIM OF ANY PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES.

H. The provisions of Section 13.4 of the Franchise Agreement shall apply to any notice to either Party, except that notice to Guarantors shall be as follows:

Name

Address

IN WITNESS WHEREOF, each of the undersigned has signed this Guaranty on the date set forth adjacent to his or her signature.

GUARANTORS:

Dated: _____

Dated: _____

SCHEDULE C
Electronic Transfer of Funds Authorization

Franchisee: _____
Location: _____

NEW	CHANGE

Date: _____
Attention: Bookkeeping Department

The undersigned hereby authorizes GLM Franchising LLC or any affiliated entity (collectively, “**Franchisor**”) to initiate ACH debit entries against the account of the undersigned with you in payment of amounts for Royalty Fees, Marketing Contribution or other amounts that become payable by the undersigned to Franchisor. The dollar amount to be debited per payment will vary.

Subject to the provisions of this letter of authorization, you are hereby directed to honor any such ACH debit entry initiated by Franchisor.

This authorization is binding and will remain in full force and effect until 90 days prior written notice has been given to you by the undersigned. The undersigned is responsible for, and must pay on demand, all costs or charges relating to the handling of ACH debit entries pursuant to this letter of authorization.

Please honor ACH debit entries initiated in accordance with the terms of this letter of authorization, subject to there being sufficient funds in the undersigned’s account to cover such ACH debit entries.
Sincerely Yours,

*** We also need a VOIDED Check ***
Account Name _____

Bank Name

Street Address

Branch

City State Zip Code

Street Address

Telephone Number

City State Zip Code

By _____

Bank Telephone Number

Its _____

Bank’s Account Number

Date _____

Customer’s Account Number

SCHEDULE D
Power of Attorney and Assignment of Telephone Number Agreement

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that the undersigned _____, a _____, does hereby make, constitute and irrevocably appoint GLM Franchising LLC and its officers, directors, agents and representatives, and each or any one of them, the undersigned's true and lawful agents and attorneys-in-fact (collectively, the "Attorney-in-Fact"), with power of substitution, for the undersigned and in the undersigned's name, place and stead, to conduct, direct, control and participate in all lawful business dealings of any nature or kind related to the undersigned's use of all telephones, telephone numbers, telecopy numbers and telephone listings used by the undersigned in connection with that certain GREENLIGHT MOBILITY® franchised business operated by the undersigned (collectively, the "Telephone Numbers"). The undersigned and any and all holders of the aforementioned Telephone Numbers grant unto the Attorney-in-Fact full power and authority to do and perform any and all acts necessary or incidental to the performance and execution of the powers herein expressly granted, including, without limitation, the power to transfer or substitute the account holder of such Telephone Numbers to the name of the Attorney-in-Fact.

The undersigned acknowledges that GREENLIGHT MOBILITY® and the associated marks are solely the property of GLM Franchising LLC. As such, the undersigned's right to use the Telephone Numbers was solely due to a limited license granted by GLM Franchising LLC. Upon the expiration and/or termination of said license, undersigned will have no rights in or to the Telephone Numbers.

Until such time as GLM Franchising LLC designates otherwise, the undersigned hereby agrees to assume all of the terms, covenants and conditions of the telephone company with respect to such Telephone Numbers as if the undersigned had been originally issued such Telephone Numbers, and the usage thereof.

IN WITNESS WHEREOF, the undersigned has hereunto set the undersigned's hand this ___ day of _____, 20____.

[FRANCHISEE PRINCIPAL]

SWORN TO before me this _____ day of _____, 20_____.

Notary Public: _____

Assignment of Telephone Number Agreement

Franchisee (Assignor): _____, in consideration of the granting of a franchise to Assignor contemporaneously herewith, hereby assigns unto GLM Franchising LLC (Franchisor/Assignee) all telephones, telephone numbers, telecopy numbers, and telephone listings utilized by Assignor in the operation of its GREENLIGHT MOBILITY® business (collectively, the “Telephone Numbers”). Assignor acknowledges that the GREENLIGHT MOBILITY® trademark and associated marks are solely the property of Franchisor/Assignee. As such, Assignor’s right to use the Telephone Numbers associated with the GREENLIGHT MOBILITY® trademarks and service marks was solely due to a limited license granted by Assignee/Franchisor pursuant to the terms of an GREENLIGHT MOBILITY® Franchise Agreement entered into between Assignee/Franchisor and Assignor/Franchisee. Assignor acknowledges and agrees that upon the expiration and/or termination of the Franchise Agreement, Assignor will have no further right to use the Telephone Numbers and further agrees that the Telephone Numbers will be assigned to Assignee/Franchisor consistent with the terms set forth in this Agreement.

This Assignment shall constitute authorization to the appropriate telephone company that upon the expiration and/or termination of the Franchise Agreement noted above, it will change and transfer to Franchisor/Assignee all of Assignor’s rights in and to the use of said Telephone Numbers and Assignor hereby irrevocably appoints and authorizes Franchisor/Assignee to act as Assignor’s attorney-in-fact and hereby empowers Franchisor/Assignee to execute such instruments in the Assignor’s name in order to give full effect to this Assignment and to effectuate any transfer.

As of the date that the appropriate telephone company transfers to Franchisor/Assignee all of Assignor’s rights in and to the use of said Telephone Numbers, Assignee agrees to assume the performance of all of the terms, covenants and conditions of the telephone company with respect to such Telephone Numbers as if the Assignee had been originally issued such Telephone Numbers, and the usage thereof.

IN WITNESS WHEREOF, the parties have caused this Assignment of Telephone Number Agreement to be executed as of the Effective Date set forth below.

FRANCHISEE/ASSIGNOR:

By: _____

Date: _____

FRANCHISOR/ASSIGNEE:

GLM Franchising LLC

By: _____

Effective Date: _____

SCHEDULE E

Credit Card Authorization

Franchisee _____, whose business address is _____, hereby consents and permits Franchisor to charge ANY AND ALL fees which become due and payable under the terms and conditions of this Franchise Agreement (including but not limited to, royalty-service fees, marketing contributions, convention/meeting registration fees, material purchases, audit fees, insurance premiums, and late penalties and interest) to the credit card listed below.

This authorization is irrevocable and shall remain in effect for so long as the Franchise Agreement remains in effect.

In the event the credit card listed below expires or becomes unusable for any reason, Franchisee will supply Franchisor with updated valid credit card information. This new credit card will be subject to this authorization as if it has been in effect at the time this Agreement was signed.

CREDIT CARD INFORMATION:

Card Type (Circle One):

_____ AMEX _____ VISA _____ MASTERCARD _____ DISCOVER

Card Number: _____

Expiration Date: _____

Security Code (If any): _____

FRANCHISEE:

By: _____

Date: _____

FRANCHISOR:

GLM Franchising LLC

By: _____

Date: _____

SCHEDULE F

Form Confidentiality and Personal Covenants Agreement

THIS CONFIDENTIALITY AND NONCOMPETITION AGREEMENT (this "**Agreement**") is entered into as of the ____ day of _____, 20__, by the undersigned individual (the "**Undersigned**") for the benefit of GLM Franchising LLC (the "**Franchisor**"), and if applicable, _____, a Franchisee of the GREENLIGHT MOBILITY system (the "**Franchisee**") under that certain Franchise Agreement dated as of the ____ day of _____, 20__ (the "**Franchise Agreement**"), whereby Franchisor granted a license to Franchisee to use the GREENLIGHT MOBILITY trademark (the "**Mark**") and methods in connection with operating a business that provides home modifications for the disabled and individuals with limited mobility as well as additional contracting services, including assessments, evaluations, consultations, estimates and related general home improvement and home maintenance services (collectively, the "**System**").

RECITALS:

- A. The Undersigned is a prospective purchaser of an GREENLIGHT MOBILITY franchise; or alternatively, is an owner, officer and/or director of Franchisee; or alternatively, the Undersigned is the spouse of one of the foregoing; as specified below with the Undersigned's signature (the "**Position**").
- B. The Position will place the Undersigned in a position of trust and confidence in which the Undersigned will have access to and will receive certain confidential and proprietary information regarding the System and the business being conducted by Franchisor, Franchisee and other GREENLIGHT MOBILITY franchisees, including without limitation operations and marketing manuals, trade secrets, information, know-how, ideas, techniques, research, methods, improvements and copyrighted materials, owned or developed by Franchisor, whether or not published, confidential or suitable for registration or copyright, and the goodwill associated with them, and information relating to System specifications, operating methods, equipment, standards, services, marketing and promotional programs, procedures and techniques which are not in the public domain or generally known in the industry related to providing home modifications for the disabled and individuals with limited mobility as well as additional contracting services, including assessments, evaluations, consultations, estimates and related general home improvement and home maintenance services, and any other information and material which Franchisor may designate as confidential (collectively, the "**Information**").
- C. The Undersigned consequently agrees that it is reasonable and necessary for the protection of the System and for the benefit of Franchisor to keep the Information confidential and not to compete with any GREENLIGHT MOBILITY Business, all pursuant to the terms and conditions contained in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and conditions contained herein, and as an inducement to Franchisor or, if applicable, Franchisee, to divulge Information to the Undersigned as a prospective franchisee, or to enter into a Franchise Agreement with Franchisee, and/or in consideration of the Undersigned's relationship with Franchisee, the Undersigned agrees as follows:

1. **Ownership of Information.** The Undersigned expressly acknowledges that Franchisor has sole ownership of the Mark and the Information, including without limitation any applicable manuals and all information contained therein, and that the Information has been provided to the Undersigned in trust and

confidence, and that no ownership in the same or in any goodwill relating to the same shall inure to the Undersigned by virtue of the Position.

2. Confidentiality. The Information, all information and knowledge about the System which is not in the public domain, and such other information and material as Franchisor may designate as confidential shall be deemed Information for purposes of this Agreement. The Undersigned agrees to keep all of the Information confidential, and to use the Information only for the purposes and in the manner authorized by the Franchisor. The Undersigned agrees that s/he will not, at any time, while holding the Position or thereafter, in any manner or form, directly or indirectly, disclose, duplicate, sell, or otherwise make known any Information, or any portion thereof, including without limitation Information concerning Franchisor, Franchisee, the Franchise Agreement, the System, other franchisees of Franchisor, or customers or suppliers of any of them, to any person or entity other than individuals in the System who have a need for the Information in order to perform their jobs.

3. Usage. The Undersigned agrees that s/he shall not, at any time: (a) use or display any names, marks, color combinations, designs, signs, symbols or other designations that are confusingly similar to the Mark in connection with any other business or activity in which the Undersigned has an interest except as authorized by Franchisor in writing; (b) engage in any trade practice or other activity that is harmful to the goodwill of, or reflects unfavorably upon the reputation of, Franchisor, Franchisee or the System, or which is in violation of any applicable law; or (c) directly or indirectly contest the validity or ownership of the Mark or the Information or the rights of Franchisor thereto.

4. Return of Confidential Material. If the Undersigned ceases to hold a Position as described in Paragraph A above, s/he shall promptly return to Franchisee or Franchisor all copies in any medium of anything containing or relating to the Information, and all property belonging to Franchisee and Franchisor, or either of them, in the Undersigned's possession, custody or control, including without limitation any of such items produced or prepared by the Undersigned.

5. Noncompetition. The Undersigned recognizes that: (a) the GREENLIGHT MOBILITY business is competitive; (b) the GREENLIGHT MOBILITY System is intended to be national in scope; (c) by virtue of his or her Position, the Undersigned will have access to and will receive certain confidential and proprietary information regarding the GREENLIGHT MOBILITY System and the business being conducted by Franchisor for the purpose of maintaining and further developing the business and goodwill of the GREENLIGHT MOBILITY System; (d) for these very reasons, the Position also provides the Undersigned with the attendant ability to divert customer trade; and (e) consequently, Franchisor and Franchisee have strong legitimate interests in obtaining the covenants herein for the protection of their respective businesses and goodwill. Therefore, without the express prior written consent of Franchisor and, if appropriate, Franchisee, which either may withhold, the Undersigned agrees that, neither the Undersigned, nor any person or entity under the Undersigned's control, nor any spouses or immediate family members of all such individuals, shall, during the Time Period (as defined in Paragraph 5.1 below), directly or indirectly, engage in any Prohibited Conduct (as defined in Paragraph 5.2 below) within the Area (as defined in Paragraph 5.3 below). The Undersigned expressly acknowledges that he or she possesses skills and abilities of a general nature and has other opportunities for exploiting those skills, so that enforcement of the covenants made in this Section will not deprive him or her of an ability to earn a living.

5.1 Time Period. For the purposes of Section 5 of this Agreement, the term "**Time Period**" shall mean: (a) the period that the Undersigned holds any Position with Franchisee; and (b) after the Undersigned no longer holds a Position with Franchisee, for a period of two (2) years.

5.2 Prohibited Conduct. For the purposes of Section 5 of this Agreement, the term "**Prohibited Conduct**" shall mean engaging in or owning, directly or indirectly, any business that specializes in or derives 5% or more of its sales from home modifications for the disabled and individuals

with limited mobility as well as additional contracting services, including assessments, evaluations, consultations, estimates and related general home improvement and home maintenance services.

5.3 Area. For the purposes of Section 5 of this Agreement, the term "**Area**" shall include: (a) the premises of Franchisee's GREENLIGHT MOBILITY Business, (b) a radius of five (5) miles from the premises of Franchisee's Franchised Business; and (c) a radius of five (5) miles from any other GREENLIGHT MOBILITY Business.

6. Non-Solicitation. The Undersigned shall not, while in the Position or thereafter, directly or indirectly, solicit any person employed by Franchisor, or any other franchisee of Franchisor, for the purpose of employing that person, and the Undersigned shall not otherwise directly or indirectly induce or attempt to induce such person to leave such employment.

7. Family Members. The Undersigned agrees that his/her obligations hereunder shall apply to the Undersigned's spouse and other immediate family members.

8. Modification. Each of the covenants set forth in this Agreement shall be construed as independent of any other covenant or provision of this Agreement. Franchisor reserves the right to reduce the scope of the restrictions under any covenant unilaterally and without the consent of any other person or entity, effective upon giving notice thereof. In the event that any restriction contained in this Agreement is found to be unlawful as to scope or duration or otherwise invalid, it is the parties' intention that the provision not be declared ineffective in its totality, but that the provision be declared invalid only to the extent of the illegality, and that the provision continue, as so revised, in full force and effect. This Agreement shall automatically be deemed amended to restate the limits of the restriction accordingly.

9. Injunctive Relief. In the event of an actual or threatened breach by the Undersigned of any of the provisions of this Agreement, the Undersigned, Franchisor, and Franchisee agree that the remedy at law will be inadequate, and that Franchisee and/or Franchisor shall immediately be entitled to injunctive relief restraining the Undersigned from such breach without having to show any actual damages. Nothing herein shall be construed as prohibiting Franchisee and/or Franchisor from pursuing any other available remedies for such breach.

10. Survival. The provisions of this Agreement shall survive the expiration or termination of the Franchise Agreement and any agreement or relationship between Franchisor and/or Franchisee and the Undersigned for any reason, and shall be enforceable notwithstanding the existence of any claim or cause of action of the Undersigned against Franchisor and/or Franchisee predicated on any contract or other basis whatsoever.

11. No Right to Employment. Nothing contained in this Agreement shall in any way be deemed to confer upon the Undersigned any right to obtain a franchise agreement from Franchisor, or to employment with Franchisor or Franchisee.

12. Applicable Law. Except to the extent governed by federal trademark, copyright and/or arbitration statutes (if applicable), the existence, validity, construction and sufficiency of performance of this Agreement and all matters relating to it shall be governed by the laws of the State of New Jersey applicable to agreements made and to be entirely performed in New Jersey, without regard to, and without giving effect to, the application of any New Jersey conflict of law rules; *provided, however*, that if any of the provisions of this Agreement would not be enforceable under the laws of the State of New Jersey then such provisions shall be governed by the laws of the state in which Franchisee's office is or was located; *and provided further* that the Franchise Disclosure Document delivered to Franchisee prior to entering into the Franchise Agreement contained a State Law Addendum, which is hereby incorporated into this Agreement, referencing and summarizing certain existing local laws of other jurisdictions, and the application of New

Jersey law shall not abrogate or reduce any rights of the Undersigned provided for under such existing local laws which by their terms apply and supersede New Jersey law (unless local law conflicts with federal law and is preempted).

13. Venue. Any proceeding brought by Franchisor or Franchisee against the Undersigned may be brought and conducted in Somerset County, New Jersey. The parties hereby waive all questions of personal jurisdiction or venue for the purpose of carrying out this provision. The provisions of this Section 13 are subject to applicable superseding law as provided in Section 12.

14. General. This Agreement contains the entire understanding between the parties with respect to the subjects hereof, and supersedes all prior oral and written negotiations, understandings and agreements. Except as otherwise expressly provided herein, this Agreement may be amended only by an instrument in writing signed by Franchisor, Franchisee (if appropriate) and the Undersigned. The waiver of any breach or violation of this Agreement shall not be deemed to amend this Agreement and shall not constitute a waiver of any other or subsequent breach. Headings are for convenience and shall not limit or control interpretation. Words in this Agreement shall be deemed to refer to whatever number and gender the context requires. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns. Both Franchisee and Franchisor shall be third party beneficiaries of this Agreement and entitled to enforce it as though each of them was a signatory.

IN WITNESS WHEREOF, the parties have caused this Confidentiality and Noncompetition Agreement to be executed as of the date first set forth above.

THE "UNDERSIGNED":

_____	_____
(Signature)	(Residential Street Address)
_____	_____
(Print Name)	(City, State, Zip Code)
_____	_____
(Position)	(Residential Telephone Number)

(Date)	

ACCEPTED BY:

(Franchisor or Franchisee)

By: _____

Its: _____

Date: _____

SCHEDULE G
CONFIRMATION OF ADDITIONAL TERMS AND REPRESENTATIONS ADDENDUM TO
GLM FRANCHISE AGREEMENT

GLM Franchising LLC (“we/us”), desires to verify certain information about the sales process and to confirm any additional commitments or terms beyond those contained in our standard franchise agreement and contained in our current “Franchise Disclosure Document,” including any oral statement, representation, promise, or assurance made during the negotiations for the purchase of a GreenLight Mobility™ franchise by any of our directors, officers, employees, agents, or representatives (each, a “Representative”).

I. FRANCHISE

A. Description of Representations

1. Describe any promises, agreements, contracts, commitments, representations, understandings, "side deals" or other promises that have been made to or with you by us or our Representatives with respect to any matter not expressly contained in the Franchise Agreement. This includes, but is not limited to, any representations or promises regarding advertising, marketing, Site location, operational assistance, or other services or write “None”:

2. Describe any oral, written, or visual claim or representation, promise, agreement, contract, commitment, understanding or otherwise which contradicts or is inconsistent with the Disclosure Document or the Franchise Agreement that has been made to you by us or our Representatives or write “None”:

3. Describe any oral, written, visual, or other claim or representation that has been made to you by us or our Representatives, which states or suggests any actual, average, projected or forecasted sales, gross receipts, operating costs, revenues, income, profits, expenses, cash flow, tax effects, earnings, or otherwise, that is different from or in addition to what is contained in the Franchise Disclosure Document – including Item 19 or write “None”:

4. Describe any statement, promise or assurance made by us or our Representatives concerning the likelihood of success that you should or might expect to achieve from developing and operating an GreenLight Mobility™ franchise or write “None”:

5. Describe any statement, promise or assurance concerning the advertising, marketing, training, support services or assistance that we will furnish you that is contrary to, or different from, the information contained in the Franchise Disclosure Document. If you believe that one of these statements, promises or assurances has been made, please describe the statement or promise in the space provided below or write “None”.

6. Describe any other statement, promise or assurance concerning any other matter related to an GreenLight Mobility™ franchise that is contrary to, or different from, the information contained in the Disclosure Document.

If you believe that one of these statements, promises or assurances has been made, please describe the statement, promise or assurance in the space provided below or write "None".

II. YOUR PARTICIPATION

- A. You will personally participate in the management of the GreenLight Mobility™ Franchise as set forth in the Franchise Agreement. You will faithfully and fully perform all duties required of you under the Franchise Agreement.
- B. Your purchase of the Franchise is for your own account and is not made with a view to or for resale.

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

PROSPECTIVE FRANCHISEE: _____

By: _____

Print Name: _____

Title: _____

Date: _____

By: _____

Print Name: _____

Title: _____

Date: _____

NOTE: IF THE RECIPIENT IS A CORPORATION, PARTNERSHIP, LIMITED LIABILITY COMPANY OR OTHER ENTITY, EACH OF ITS PRINCIPAL OWNERS MUST EXECUTE THIS ACKNOWLEDGMENT.

APPROVED ON BEHALF OF
GLM FRANCHISING LLC

By: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT 3
TABLE OF CONTENTS OF OPERATIONS MANUAL

GreenLight Mobility® Operations Manual:

Table of Contents

CHAPTER I: OVERVIEW

Chapter I-1..... Company/Industry Background
Chapter I-2..... The GreenLight Mobility Organizational Chart
Chapter I-3 Intellectual Property
Chapter I-4..... The GreenLight Mobility System

CHAPTER II: GENERAL BUSINESS

Chapter II-1 Educational Resources and Opportunities
Chapter II-2 Technology Overview
Chapter II-3 Getting Started
Chapter II-4 Office/Warehouse Needs
Chapter II-5 Accounting, Scheduling, and Record-keeping
Chapter II-6..... Insurance

CHAPTER III: IN HOME ASSESSMENTS

Chapter III-1..... Disabilities Education
Chapter III-2..... Products/Solutions
Chapter III-3..... Home Evaluations/Recommendations/Proposals

CHAPTER IV: GENERAL OPERATIONS

Chapter IV-1 Payment Sources
Chapter IV-2..... Suggestions for Hiring and Managing Staff

CHAPTER V: MARKETING

Chapter V-1..... Websites and SEO
Chapter V-2..... Marketing Efforts
Chapter V-3..... Targeting Referral Sources
Chapter V-4..... Continuing Education Units / In Service Education
Chapter V-5..... Senior Fairs
Chapter V-4..... Hiring a Marketing Representative

CHAPTER VI: FINAL NOTES

**EXHIBIT 4
LIST OF FRANCHISEES AND FORMER FRANCHISEES**

**CURRENT FRANCHISEES –
UNITS OPENED AS OF DECEMBER 31, 2023**

Location	Name	Business Address	Phone
Charlotte, North Carolina	Living Without Barriers, LLC Felipe & Caryn Fidalgo	3831 Memorial Pkwy, Apt 3301, Charlotte, NC 28217	(704)275-2412

**FRANCHISEES THAT HAD AN OUTLET TERMINATED, CANCELED,
NOT RENEWED, OR OTHERWISE LEFT THE SYSTEM
– BETWEEN JANUARY 1 AND DECEMBER 31, 2023**

NONE

EXHIBIT 5
DEPOSIT AGREEMENT

DEPOSIT AGREEMENT

GLM Franchising, LLC

Date: _____

Sir/Madam:

I am enclosing my check in the amount of \$_____ as a deposit to be applied toward the Initial Franchise Fee for a GreenLight Mobility franchise. I understand and agree that you will reserve the territory I have selected below not previously sold or otherwise reserved as of the effective the date you receive my deposit through *[insert date]* _____. I further understand and agree that this deposit is fully-earned and non-refundable in consideration of your removal of the territory from the market and your lost or deferred opportunity to franchise it to others.

Please reserve the following Licensed Service Area for me (as identified by zip codes):

I understand and certify that no representations have been made concerning the franchise other than those contained in the Franchise Agreement and Franchise Disclosure Document, both of which I have had in my possession for fourteen (14) days. In particular, no representations have been made to me concerning the financial prospects of the franchise I am acquiring. Nothing contained in this remittance form shall acts as a release, estoppel or waiver of any liability arising under any state franchise registration or disclosure law.

I also understand that monthly Minimum Royalty Payments will begin on Minimum Effective Date* outlined in the Franchise Agreement.

Franchisee:

GLM Franchising, LLC:

Signature

Signature

Print Name

Print Name

EXHIBIT 6
AGENTS FOR SERVICE OF PROCESS

**STATE ADMINISTRATORS/
DESIGNATION OF AGENT FOR SERVICE OF PROCESS**

Listed here are the names, addresses and telephone numbers of the state agencies having responsibility for the franchising disclosure/registration laws. Where we are registered to sell franchises, we have appointed the state agency, or as noted below, a state officer, as our agent for service of process in the state. We may not yet be registered to sell franchises in any or all of the states listed. There may be states in addition to those listed below in which we have appointed an agent for service of process. There may also be additional agents appointed in some of the states listed.

<p><u>CALIFORNIA</u> Department of Business Oversight 320 West Fourth Street, Suite 750 Los Angeles, California 90013-2344 (866) 275-2677 Agent: California Commissioner of Business Oversight</p>	<p><u>NORTH DAKOTA</u> North Dakota Securities Department 600 East Boulevard Avenue State Capitol Fifth Floor Dept. 414 Bismarck, North Dakota 58505-0510 (701) 328-4712 Agent: North Dakota Securities Commissioner</p>
<p><u>HAWAII</u> Commissioner of Securities Department of Commerce and Consumer Affairs 335 Merchant Street, Room 203 Honolulu, Hawaii 96813 (808) 586-2722 Agent: Commissioner of Securities of the State of Hawaii</p>	<p><u>OREGON</u> Department of Finance and Corporate Securities Labor and Industries Building 350 Winter Street NE, Room 410 Salem, Oregon 97301-3881 (503) 378-4387 Agent: Director of Oregon Department of Insurance and Finance</p>
<p><u>ILLINOIS</u> Franchise Division Office of Attorney General 500 South Second Street Springfield, Illinois 62706 (217) 782-4465 Agent: Illinois Attorney General</p>	<p><u>RHODE ISLAND</u> Department of Business Regulation Division of Securities 1511 Pontiac Ave. John O. Pastore Complex Building 69-1 Cranston, RI 02920 (401) 462-9500 Agent: Director of Rhode Island Department of Business Regulation of Financial Institutions</p>
<p><u>INDIANA</u> Franchise Section Indiana Securities Division Room E-111 302 West Washington Street Indianapolis, Indiana 46204 (317) 232-6681 Agent: Indiana Secretary of State Indiana Securities Division 201 State House Indianapolis, IN 46204</p>	<p><u>SOUTH DAKOTA</u> Department of Labor and Regulation Division of Securities 124 South Euclid, Suite 104 Pierre, South Dakota 57501 (605) 773-4823 Agent: Director of South Dakota Division Securities</p>
<p><u>MARYLAND</u> Office of the Attorney General Securities Division 200 St. Paul Place</p>	<p><u>VIRGINIA</u> State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, 9th Floor</p>

<p>Baltimore, Maryland 21202-2020 (410) 576-6360 Agent: Maryland Securities Commissioner 200 St. Paul Place Baltimore, Maryland 21202-2020</p>	<p>Richmond, Virginia 23219 (804) 371-9051 Agent: Clerk of the State Corporation Commission 1300 E Main St., 1st. Fl. Richmond, VA 23219 Tel: (804) 371-9733</p>
<p><u>MICHIGAN</u> Consumer Protection Division Antitrust and Franchise Unit Michigan Department of Attorney General 670 Law Building Lansing, Michigan 48913 (517) 373-7177 Agent: Michigan Department of Commerce Corporations and Securities Bureau 6546 Mercantile Way Lansing, MI 48910</p>	<p><u>WASHINGTON</u> Director Washington Department of Financial Institutions Securities Division 150 Israel Road SW Tumwater, Washington 98501 (360) 902-8760 Agent: Securities Administrator, Director of Department</p>
<p><u>MINNESOTA</u> Minnesota Department of Commerce 85 7th Place East, Suite 500 St. Paul, Minnesota 55101-2198 (651) 539-1600 Agent: Minnesota Commissioner of Commerce</p>	<p><u>WISCONSIN</u> Securities Division of the Wisconsin Department of Financial Institutions 345 W. Washington Ave., 4th Floor Madison, Wisconsin 53703 (608) 266-8559 Agent: Wisconsin Commissioner of Securities</p>
<p><u>NEW YORK</u> NYS Department of Law Investor Protection Bureau 28 Liberty St. 21st Fl New York, NY 1005 (212) 416-8236 Phone (212) 416-6042 Fax</p> <p>Agent for service: New York Department of State One Commerce Plaza, 99 Washington Avenue, 6th Floor Albany, NY 12231-0001 (518) 473-2492</p>	

EXHIBIT 7
STATE SPECIFIC ADDENDA

**ADDENDUM PURSUANT TO
THE NEW YORK FRANCHISE LAW**

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 6 OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THE FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NEW YORK STATE DEPARTMENT OF LAW, BUREAU OF INVESTOR PROTECTION AND SECURITIES, 120 BROADWAY, 23RD FLOOR, NEW YORK, NEW YORK 10271. 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 FOR IN THIS FRANCHISE DISCLOSURE DOCUMENT.

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

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

- A. No such party has an administrative, criminal or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices or comparable civil or misdemeanor allegations.
- B. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.
- C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10 year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.
- D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency, or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. The following is added to the end of Item 4:

Neither the franchisor, its affiliate, its predecessor, officers, or general partner during the 10-year period immediately before the date of the offering circular: (a) filed as debtor (or had filed against it) a petition

to start an action under the U.S. Bankruptcy Code; (b) obtained a discharge of its debts under the bankruptcy code; or (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within 1 year after that officer or general partner of the franchisor held this position in the company or partnership.

4. The following is added to the end of Item 5:

The initial franchise fee constitutes part of our general operating funds and will be used as such in our discretion.

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

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687.4 and 687.5 be satisfied.

6. The following language replaces the “Summary” section of Item 17(d), titled “**Termination by franchisee**”:

You may terminate the agreement on any grounds available by law.

7. The following is added to the end of the “Summary” section of Item 17(j), titled “**Assignment of contract by franchisor**”:

However, no assignment will be made except to an assignee who in good faith and judgment of the franchisor, is willing and financially able to assume the franchisor’s obligations under the franchise agreement.

8. The following is added to the end of the “Summary” sections of Item 17(v), titled “**Choice of forum**”, and Item 17(w), titled “**Choice of law**”:

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

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed and delivered this Addendum dated this _____ day of _____, 20__.

Franchisee: _____ Date: _____

Franchisor: _____ Date: _____

STATE EFFECTIVE DATES

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the states, 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
Michigan	December 19, 2023
Wisconsin	

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

RECEIPT OF DISCLOSURE DOCUMENT

This Disclosure Document summarizes provisions of the Franchise Agreement and other information in plain language. Read this Disclosure Document and all agreements carefully.

If GLM Franchising, LLC offers you a franchise, it must provide this Disclosure Document to you 14 calendar days (and 10 business days in Michigan and Washington) before you sign a binding agreement with, or make a payment to us or an affiliate in connection with the proposed franchise sale.

New York requires that we give you this Disclosure Document at the earlier of the first personal meeting or 10 business days before you sign a binding agreement with, or make a payment to us or an affiliate in connection with the proposed franchise sale.

If GLM Franchising, LLC does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the appropriate state agency identified in Exhibit 6.

The name, principal business address and telephone number of each franchise seller offering the franchise:

Check as applicable:

- Karen Frank, 111 Canfield Ave, Bldg B-10, Randolph, NJ 07869, 973.946.8330
- Gregg Frank, 111 Canfield Ave, Bldg B-10, Randolph, NJ 07869, 973.946.8330
- [Insert name, address and telephone number of any additional franchise sellers]***

Issuance date: February 28, 2024

I have received a Franchise Disclosure Document dated as indicated above, including the following Exhibits:

1. Financial Statements
2. Franchise Agreement (with Schedules)
3. Table of Contents of GREENLIGHT MOBILITY Manual
4. List of Franchisees
5. Deposit Agreement
6. Agents for Service of Process
7. State Specific Addenda
8. Receipts

DATED: _____

(Signature)

(Full Name - Printed)

(Identify Franchisee Corporate Entity for which you are an Authorized Representative)

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8. Receipts

DATED: _____

(Signature)

(Full Name - Printed)

(Identify Franchisee Corporate Entity for which you are an Authorized Representative)