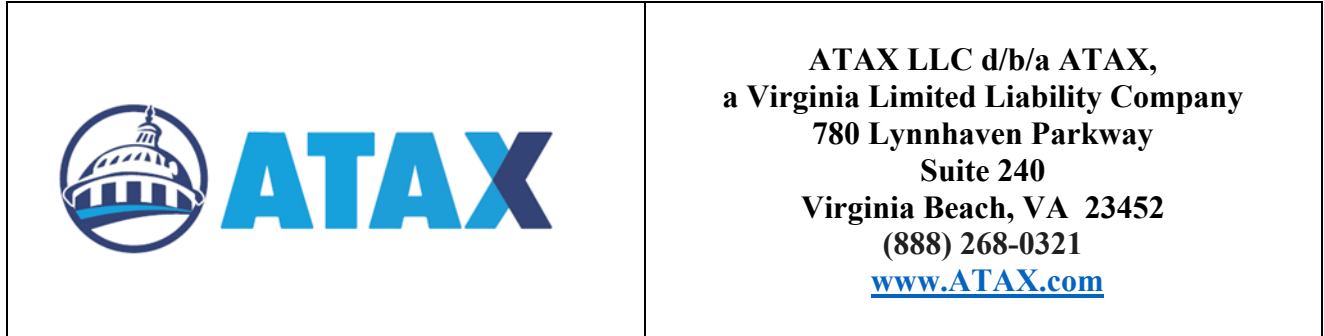


## FRANCHISE DISCLOSURE DOCUMENT- AREA REPRESENTATIVE



We offer a franchise opportunity to you as an Area Representative to service and support franchises on our behalf, for a specified territory (the “Franchise Business”).

The total investment necessary to begin operation of an Area Representative ATAX Franchise Business is between \$253,200-\$526,000. This includes \$250,000 to \$500,000 that must be paid to the Franchisor or its affiliate.

The disclosure document summarizes certain provisions of your Area Representative Agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive this disclosure document at least 14 calendar days before you sign a binding agreement with or make any payment to the franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no 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 Alberto J. Ortiz at 780 Lynnhaven Parkway, Suite 280, Virginia Beach, Virginia 23452 or by phone at (888) 268-0321.

The terms of your contract will govern your franchise relationship. Don’t rely on the disclosure document alone to understand your contract. Read your entire 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. More information on franchising, such as “A Consumer’s Guide to Buying a Franchise,” which can help you understand how to use this disclosure document, is available from the Federal Trade Commission. You can contact the FTC at 1 (877) FTC-Help or by writing to the FTC at 600 Pennsylvania Avenue, N. W. Washington D.C. 20580. You can also visit the FTC’s home page at [www.ftc.gov](http://www.ftc.gov) for additional information. Call your state agency or visit your public library for other sources of information on franchising.

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

Issuance date: March 29, 2023

## How to Use This Franchise Disclosure Document

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

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

## **What You 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 C.

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 Virginia. 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 Virginia than in your own state.
2. **Minimum Sales Performance.** You must maintain minimum sales performance levels. Your inability to maintain these levels may result in loss of any territorial rights you are granted, termination of your franchise, and loss of your investment.
3. **Short Operating History.** The franchisor is at an early stage of development and has a limited operating history. This franchise is likely to be a riskier investment than a franchise in a system with a longer operating history.
4. **Financial Condition.** The Franchisor's financial condition as reflected in its financial statements (see Item 21) calls into question the Franchisor's financial ability to provide services and support to you.

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.

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

### **The Franchisor**

To simplify the language in this disclosure document, the terms “we”, “us”, and “our” refer to ATAX LLC d/b/a ATAX (“ATAX”). From our inception until February 18, 2020, we were named Saber Tax LLC. On February 18, 2020, we changed our name to ATAX LLC.

The terms “you” and “your” refer to the person or entity that buys this franchise, including any guarantors. We are a Virginia Limited Liability Corporation formed on February 20, 2019. We maintain our principal place of business at 780 Lynnhaven Parkway, Suite 240, Virginia Beach Virginia, 23452.

We do business under our corporate name and under the name ATAX.

We have not operated an ATAX Area Representative business of the type you are being offered, but we do support unit franchisees, similar to what you will do under this franchise, and have done so since August 2019.

Exhibit C contains our agents for service of process.

### **Predecessors**

On July 15, 2019, we acquired the assets of ATAX Franchise, Inc., ATAX Software Solutions, Inc., and ATAX Cloud Bookkeeping, Inc. Included with this acquisition, we acquired the rights, title and interest of any copyright, trademark, trade name, service mark, patent, domain name or other intellectual property right to the trademark ATAX. Additionally, we acquired the assets of the franchisees under a franchise agreement with ATAX Franchise, Inc. and ATAX Cloud Bookkeeping, Inc.

Our predecessor, ATAX Franchise, Inc., a New York corporation, was formed on May 7, 2007 and had a principal place of business at 142 NW 57<sup>th</sup> Street, New York, NY 10019. ATAX Franchise, Inc. offered income tax preparation franchises from 2007 to July 14, 2019. When it ceased franchising in July 2019, ATAX Franchise, Inc. had 39 franchised outlets.

Our predecessor, ATAX Software Solutions, Inc., a New York corporation was formed on November 28, 2005 and had a principal place of business at 5536 Broadway, Bronx, NY 10463. ATAX Software Solutions, Inc. engaged in the resale of tax preparation software from 2005 to 2019 but did not offer franchises in any line of business.

Our predecessor, ATAX Cloud Bookkeeping, Inc., a New York corporation, was formed on August 4, 2016 and had a principal place of business at 73 Market Street, Suite 376, Yonkers, New York 10710. ATAX Cloud Bookkeeping, Inc. offered cloud based bookkeeping franchises from 2016 – 2019. When it ceased franchising in 2019, it had 3 franchisees.

## **Parents**

We have a parent, Loyalty, LLC, a Virginia Limited Liability Company formed on November 6, 2017, with a principal address of 780 Lynnhaven Parkway, Suite 240, Virginia Beach Virginia, 23452.

Loyalty, LLC offers franchise sales assistance to us and to the affiliate companies listed below. Loyalty, LLC does not offer franchises in any line of business.

## **Affiliates**

We have an affiliate, Jomsom Franchise Company LLC d/b/a Jomsom, formed in March 2012, with a principal business address of 4390 US Highway 1, STE 203, Princeton, NJ 08540. Jomsom has offered a franchise opportunity for franchisees to operate a business delivering temporary staffing services within a defined territory since 2012. Jomsom has never offered franchises in any other line of business and does not offer products or services to our franchisees. As of December 31, 2022, Jomsom had a total of 7 unit outlets in operation.

We have an affiliate, Loyalty Brokers LLC d/b/a Loyalty Business Brokers, formed December 30, 2020, with a principal place of business at 780 Lynnhaven Pkwy, Suite 240, Virginia Beach, VA 23452. Loyalty Business Brokers has offered a franchise opportunity for franchisees to operate a business brokerage within a defined territory since 2022. Loyalty Business Brokers has never offered franchises in any other line of business and does not offer products or services to our franchisees. As of December 31, 2022, Loyalty Brokers had a total of 3 unit outlets in operation.

We have an affiliate, Loyalty Business Services LLC d/b/a Ledgers, formed on October 30, 2019, with a principal business address of 780 Lynnhaven Parkway, Suite 240, Virginia Beach, VA 23452. Ledgers has offered a franchise opportunity for franchisees to operate a business that provides compliance, advisory and tax services within a defined territory since 2020. Loyalty Business Services LLC has never offered franchises in any other line of business and does not offer products or services to our franchisees. As of December 31, 2022, Loyalty Business Services LLC had a total of 8 unit outlets in operation.

We have an affiliate, LMS Franchising, LLC established on May 21, 2014, with a principal place of business of 707 N. New Ballas Road, St. Louis, Missouri 63141, which also conducts business under the Little Medical School® trade name and may also use the name “Little Medical School” or “Little Nursing School” or “Little Veterinarian School.” LMS Franchising, LCC has offered a franchise agreement for the development and operation of a business providing 2 curriculum-based educational programs that focus on medicine, science and the benefits of good health for children ages four to fourteen years old within a protected territory since 2014. As of December 31, 2022, LMS Franchising, LLC had a total of 39 unit outlets in operation.

We have an affiliate, Tectum Franchising LLC d/b/a CR3 American Exteriors, formed on July 12, 2022, with a principal business address of 780 Lynnhaven Parkway, Suite 240, Virginia Beach, VA 23452. CR3 American Exteriors has offered a franchise opportunity for franchisees to operate a business offering, selling, and performing roofing and remodeling services for commercial and residential customers within a defined territory since 2022. CR3 American Exteriors has never offered franchises in any other line of business and does not offer products or services to our franchisees. As of December 31, 2022, CR3 American Exteriors had a total of 5 unit outlets in operation.

We have an affiliate, The Inspection Boys Franchise USA LLC d/b/a The Inspection Boys, formed on December 19, 2020, with a principal business address of 780 Lynnhaven Parkway, Suite 240, Virginia Beach, VA 23452. The Inspection Boys has offered a franchise opportunity for franchisees to operate a business providing commercial and residential inspection services within a defined territory since 2020. The Inspection Boys has never offered franchises in any other line of business and does not offer products or services to our franchisees. As of December 31, 2022, The Inspection Boys had a total of 14 unit outlets in operation.

We have an affiliate, Zoomin Groomin USA LLC d/b/a Zoomin Groomin, formed September 23, 2020, with a principal place of business at 780 Lynnhaven Pkwy, Suite 240, Virginia Beach, VA 23452. Zoomin Groomin has offered a franchise opportunity for franchisees to operate one or more mobile pet grooming service vehicles as outlets within a defined territory since 2021. Zoomin Groomin has never offered franchises in any other line of business and does not offer products or services to our franchisees. As of December 31, 2022, Zoomin Groomin had a total of 16 unit outlets in operation.

### **The Business We Offer**

You will service and support ATAX Unit franchisees in exchange for 50% of the net Initial Franchise Fees (after any third-party broker costs, sales commission, and any Internal Sales Fee) and royalties that such Unit franchisees pay in your territory after you close on your Area Representative Agreement. Unit franchises are offered in a separate Franchise Disclosure Document and in certain states, we must make a franchise filing and receive approval to offer and sell franchises there before we may offer or sell franchises in that state.

### **Market and Competition**

The general market for the service and support of franchisees in general is well developed. You will focus most of your activity on locating individuals to own their own small businesses in the field of income tax preparation and offering support to them. Typically, these individuals either have a small business background or are looking to become small business owners. This is a year-round business.

The primary competition comes from other franchisors and franchise brokers.

### **Industry-Specific Laws and Regulations**



Your conduct in the offer of franchises is primarily governed by Federal Trade Commission regulation and corresponding state laws. These laws generally require that a prospective franchisee receive a Franchise Disclosure Document at least 14 calendar days before signing of a binding agreement or making any payment to us. Franchisor is responsible for the preparation and related costs of the Franchise Disclosure Document that a Franchise Seller or Area Representative must give to a prospective franchisee. As an Area Representative you may not solicit and Franchisor will not offer a franchise opportunity in any franchise registration state until we have an effective registration in the respective state.

In addition, certain states have laws governing the sale of franchises and the relationship between franchisors and franchisees. In general, as to state franchise sales laws, you are required to engage in truthful advertising and not make false claims or financial performance representations, except as stated in the Franchise Disclosure Document. Typically, state relationship laws mandate fair dealing between a franchisor and franchisee, require that a franchisee not be terminated or otherwise lose rights as a franchisee absent good cause, and require that reasonable standards be applied in determining whether to approve the sale or transfer of an existing franchise to a new franchise owner. You should investigate the application of these laws further.

Under certain state laws (Illinois, New York, and Washington State), if you will offer and sell franchises there, you may be required to register as a franchise broker before you may offer or sell franchises to residents of those states or as to a territory located in those states.

Under certain state laws, if you will function as a Franchise Seller in those states, you must complete and return a Biographical Information Sheet and annual updates for us.

### **Prior Experience**

We have franchised the ATAX Unit income tax preparation franchise system since August 2019. Before we acquired ATAX, our predecessor ATAX has been offering Unit franchises since May 7, 2007. As of December 31, 2021, we had 70 Unit franchised outlets.

We have offered Area Representative franchises since July 2019.

[Remainder of page intentionally left blank]

## **ITEM 2. BUSINESS EXPERIENCE**

### **Alberto Ortiz: President**

Alberto Ortiz has served as our President since December 2020. From April 2019 to May 2020, Mr. Ortiz served as Regional Manager with Aaron's in Denver, Colorado. From May 2016 to December 2018, Mr. Ortiz served as Regional Sales and Service Director for H&R Block in Tampa, Florida. From May 2015 to April 2016, Mr. Ortiz served as General Manager and Director of Latino Operations for H&R Block in Kansas City, Missouri. From May 2013 to April 2015, Mr. Ortiz served as Regional Director for H&R Block in Miami, Florida.

### **Tonya McLane: President of Business Development for Loyalty, LLC**

Tonya McLane has served as the President of Business Development for Loyalty, LLC since June 2020. She previously served in this role from April through June of 2019. She also served as Chief Executive Officer for Loyalty Trade Exchange in Virginia Beach, Virginia from June 2019 to June 2020. Previously, Ms. McLane served as Assistant Vice President, Commercial Lender, for NWSB Bank, in Taneytown, Maryland from April 2018 to November 2018.

### **John T. Hewitt: Chief Executive Officer and Chairman of Loyalty, LLC**

John T. Hewitt has served as the Chief Executive Officer and Chairman of Loyalty, LLC, a Limited Liability Company registered in Virginia Beach, Virginia since September 2017. From January 1997 to September 2017, Mr. Hewitt served as Chief Executive Officer of Liberty Tax, Inc. in Virginia Beach, Virginia.

[Remainder of page intentionally left blank]

### ITEM 3. LITIGATION

John T. Hewitt, Chief Executive Officer and Chairman of Loyalty, LLC, has been named in the following:

**Pending Action:**

*There are no pending actions.*

**Concluded Actions:**

JTH Tax LLC d/b/a Liberty Tax Service v. John T. Hewitt, Loyalty LLC, ATAX LLC, ATAX Franchise, Inc. and Yneva Marte (Case No.2:21-cv-00076-RBS-LRL) filed February 4, 2021 in the United States District Court for the Eastern District of Virginia. Plaintiff filed the action alleging that ATAX franchisees maintained signage that is confusingly similar to trade dress and logos of the plaintiff. The Plaintiff also allege that Mr. Hewitt tortiously interfered with certain contractual relations by discussing with existing and former franchisees of the Plaintiff opportunities at ATAX. The complaint alleges that Mr. Hewitt breached his employment agreement by sharing and using trade secrets, confidential and proprietary information for his own benefit or the benefit of a third party by convincing existing and prospective franchisees of the Plaintiff to leave and instead open ATAX franchises. Lastly, the complaint alleges that Mr. Hewitt engaged in a conspiracy to unfairly compete against and damage Liberty Tax by convincing customers and prospective customers to pick ATAX over Liberty Tax. Plaintiffs sought \$20 million in actual damages, treble damages, costs, and legal fees along with injunctive relief. The Defendants have denied the allegations. The matter was settled on December 31, 2021. Under the Settlement Agreement, Defendants agreed to pay the Plaintiff \$545,000 over 6 years, and to refrain from: (1) unfairly competing with Liberty Tax by tortiously interfering with its franchise agreements; (2) diverting or attempting to interfere with or divert any leases from Liberty; (3) palming off any of ATAX's products or services as those of Liberty; (4) any action or statement that could reasonably cause likelihood of confusion that any ATAX location is associated with Liberty; (5) possessing, misappropriating, using or disclosing Liberty's confidential information; and (6) accessing any of Liberty's computer systems or databases. ATAX agreed to permanently close three specific ATAX locations and use their best efforts to assign leases for those locations to Liberty. The Court retained jurisdiction to enforce the final consent order.

Kenneth Martin et al. v JTH Tax, Inc. d/b/a Liberty Tax Service, John Hewitt and Danny Hewitt, (Case No. 9:10-3016-CWH) filed on November 22, 2010 in the U.S. District Court for the District of South Carolina. The plaintiffs, former clients of two Liberty Tax franchised offices, filed suit claiming that, pursuant to a plan or scheme, JTH fraudulently increased their tax refunds when preparing their income tax returns. The plaintiffs brought the case as a class action seeking to represent all Liberty Tax customers that were charged additional fees for the filing of schedules or forms which accompanied a federal income tax return, but the Court denied class action status in

February 2013. The plaintiffs also brought a RICO claim against John and Danny Hewitt individually, a breach of contract claim against us, a breach of fiduciary duty claim against us, and an unjust enrichment claim against all defendants. The plaintiffs sought at least \$5,000,000 in actual damages, treble damages under the RICO claim, punitive damages against us, restitution against all defendants, reasonable attorney's fees, accountants' fees, experts' fees, costs, and an incentive payment to the class representatives.

In January 2011, JTH filed an answer denying these claims and filed third-party claims against Annie Fuller, a former Liberty Tax franchisee, claiming that she had committed defamation by providing false information to the plaintiffs' attorneys and possibly others about JTH, breached her franchise agreement and a purchase and sale agreement, and that she owed indemnity. JTH also asked for declaratory judgment finding that, as a result of Fuller's breaches, it had no further duty to pay sums to her from a purchase and sale agreement and should be refunded monies already paid. On May 31, 2011, Fuller filed a counterclaim against JTH alleging that JTH breached a purchase and sale agreement, breached the purchase and sale agreement with a fraudulent intent, violated the Virginia Retail Franchising Act, and breached her franchise agreement. Fuller sued for unspecified damages, costs, and attorney's fees. JTH denied the allegations. The Court granted summary judgment for Danny Hewitt on all claims and for John Hewitt on unjust enrichment. In June 2013, the plaintiffs and Liberty settled all remaining matters in controversy with Liberty agreeing to pay the plaintiffs \$300,000. The plaintiffs signed releases and, on June 28, 2013, all claims were dismissed with prejudice. In May 2013, both Fuller and Liberty dismissed their claims without prejudice.

*K&A Publicidad, Inc. v. JTH Tax, Inc., d/b/a Liberty Tax Service, Liberty Tax, Inc. d/b/a Siempre Tax and John Hewitt*, (Case No. CL17-4169), filed on September 5, 2017 in the Virginia Beach Circuit Court. Plaintiff is a company owned and controlled by Kirke Franz Szawronski. Plaintiff alleges that it entered into a contract with Liberty to provide promotional and strategic relationship services to help grow the SiempreTax brand. Plaintiff alleged that defendants breached the contract for failure to pay for services and seeks damages. This matter, along with the *Kirke Franz Szawronski* matter described below, settled on January 26, 2019, with Liberty agreeing to pay plaintiff \$50,000 to settle both matters, in exchange for a release.

*Kirke Franz Szawronski v. JTH Tax, Inc., d/b/a Liberty Tax Service, Liberty Tax, Inc., d/b/a Siempre Tax and John Hewitt*, (Case No. CL17-4170), filed on September 5, 2017 in the Virginia Beach Circuit Court. Plaintiff was a former employee and filed a lawsuit claiming breach of employment agreement with Plaintiff by failing to pay 6-months' severance. Plaintiff also asserted a claim for defamation. This matter, along with the *KK&A Publicidad, Inc.* matter described above, settled on January 26, 2019, with Liberty agreeing to pay plaintiff \$50,000 to settle both matters, in exchange for a release.

*Asbestos Workers' Philadelphia Pension Fund, derivatively on behalf of Liberty Tax, Inc., v. John Hewitt, Defendant, and Liberty Tax, Inc., Nominal Defendant*, (Case No. 2017-0883), filed on December 12, 2017 in the Court of Chancery of the State of Delaware. Plaintiff alleged that Liberty's former CEO, John T. Hewitt ("Hewitt"), breached his fiduciary duties as an officer based upon certain allegations of misconduct on his part. The Plaintiff also alleged breach of fiduciary

duty against Hewitt in his capacity as a director of LT Inc. The Complaint sought compensatory damages and attorney's fees. On December 27, 2017, this action was consolidated with the Erie County matter described just below and then continued under the caption In Re: Liberty Tax, Inc. Stockholder Litigation.

Erie County Employees Retirement. System, on behalf of Liberty Tax, Inc. v. John T. Hewitt. Defendant, and Liberty Tax, Inc. Nominal Defendant, Case No. 2017-0914, was filed the Court of Chancery of the State of Delaware on December 22, 2017. Plaintiff also alleged that Hewitt breached his fiduciary duties as an officer based upon certain allegations of misconduct on his part. The Plaintiff also alleged breach of fiduciary duty against Hewitt in his capacity as a director of LT Inc. The Complaint sought to enjoin Hewitt from managing LT's business operations and seeks compensatory damages and attorney's fees. On December 27, 2017, this action was consolidated with another action into In Re: Liberty Tax, Inc. Stockholder Litigation (*see below*).

On December 27, 2017, the two above referenced shareholder matters were consolidated with the caption In Re: Liberty Tax, Inc. Stockholder Litigation, (Case No. 2017-0883). The Complaint asserted claims for breach of fiduciary duty and breach of fiduciary duty by violation of the nominating committee charter. A mediation took place on November 12, 2018 but did not result in a resolution. On March 15, 2019, the parties entered into a stipulation of settlement of which the material terms of the settlement are as follows: (i) Liberty Tax agreed to implement an anti-harassment policy; (ii) Liberty Tax will conduct yearly code of conduct training; (iii) Liberty Tax will terminate for cause any employee who violates the anti-harassment policy that has been substantiated as such; (iv) Liberty Tax will revise its audit committee charter to reflect that SEC filings must be pre-approved by the Audit Committee; (v) Liberty Tax will take reasonable steps to be listed on NASDAQ or NYSE; (vi) Hewitt agrees not to solicit company employees; and (vii) No party admits any liability. On June 28, 2019, the Court of Chancery approved a Derivative and Class Action Settlement. All issues have been resolved and the Delaware derivative actions were dismissed with prejudice in 2019 without any finding of liability on the part of the Defendants.

RSL Senior Partners, LLC, derivatively and on behalf of Liberty Tax, Inc. v Brunot et al, (Case No. 2:18-cv-00127-HCM-DEM), filed on March 7, 2018, in the United States District Court for the Eastern District of Virginia. This purported shareholder derivative action was filed on behalf of LT Inc. seeking to address the alleged wrongs of LT Inc.'s directors and officers. The Complaint claimed that certain conduct created an inappropriate tone at the top, resulting in the loss of key executives, employees, directors and otherwise harmed LT Inc. The Complaint asserted claims under Section 14(a) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), Section 10(b) and Rule 10b-5 and Section 20(a) of the Exchange Act, breach of fiduciary duty, unjust enrichment, abuse of control, gross mismanagement, and waste of corporate assets. The Complaint sought the following relief: (a) declaring that the Plaintiff may maintain this action on behalf of LT Inc., and that the Plaintiff is an adequate representative of LT Inc.; (b) declaring that the Individual Defendants have breached and/or aided and abetted the breach of their fiduciary duties to LT Inc.; (c) determining and awarding to LT Inc. the damages sustained by it as a result of the violations set forth above from each of the Individual Defendants, jointly and severally, together with pre-judgment and post-judgment interest thereon; (d) directing LT

Inc. and the Individual Defendants to take all necessary actions to reform and improve its corporate governance and internal procedures to comply with applicable laws and to protect LT Inc. and its shareholders from a repeat of the damaging events (e) awarding LT Inc. restitution from Individual Defendants; and (f) awarding the Plaintiff the costs and disbursements of the action, including reasonable attorneys' and experts' fees, costs, and expenses. The parties to this action have agreed that all claims have been settled and agreed to dismiss the action within five business days of the *In Re: Liberty Tax, Inc. Stockholder Litigation* action in Delaware Chancery Court becoming final. On September 11, 2019, the Court conducted a hearing for approval of the settlement and for attorney's fees. On September 12, 2019, the Court found the shareholder notice to be adequate and in compliance with the requirements of rule 23.1(c). The Court approved the settlement ordered in the *In Re: Liberty Tax, Inc. Stockholder Litigation* which incorporated the Plaintiff's claims in this action and approved the \$295,000 in attorneys' fees, including the case contribution award of \$2,000 to Plaintiff. This matter was dismissed with prejudice.

*Bablu Shahabuddin v. JTH Tax, Inc., Siempre Tax, and John Hewitt*, (Case No. 2:18-cv-00016-MDS-DEM) filed on January 11, 2018 in the United States District Court for the Eastern District of Virginia. The plaintiff filed suit which, as amended, claimed that JTH Tax and Siempre Tax failed to pay to him certain monies owed under various Purchase and Sale Agreements, that a constructive trust should be imposed on certain monies received by Liberty Tax and Siempre for the subsequent sale of those territories, that the defendants committed fraud in the inducement, and that Hewitt orally guaranteed the Purchase and Sale obligations. Shahabuddin sued for \$600,000 in compensatory damages, \$350,000 in punitive damages, plus pre-judgment and post-judgment interest. The parties reached a settlement of all claims whereby JTH Tax paid \$775,000 and a portion of certain upcoming Net Revenue at offices previously owned by the plaintiff to him. The case was dismissed on November 14, 2018.

### **Governmental Actions Against John T. Hewitt:**

In the Matter of a Consent Order between The Commissioner of Financial Protection and Innovation and John T. Hewitt, before the Commissioner of Financial Protection and Innovation for the State of California. The Commissioner is the head of the Department of Financial Protection and Innovation (Department) and is responsible for administering and enforcing the Franchise Investment Law (FIL) (Corp. Code, § 31000 et seq.), The Commissioner has determined pursuant to her authority under the FIL that John T. Hewitt is "subject to" the Final entered in the matter of *United States of America v. Franchise Group Intermediate L 1, LLC d/b/a Liberty Tax Service* (Case No. 2:19-cv-00653-RAJ-DEM) filed on or around December 3, 2019 in the United States District Court for the Eastern 25 District of Virginia (the Final Order). John T. Hewitt agreed that he is required to disclose the Final Order in Item 3 of any Franchise Disclosure Document filed by any present or future Franchisor where John T. Hewitt is a director, trustee, general partner, principal officer, or maintains management responsibility relating to the sale or operation of the respective Franchisor, along with disclosure of this governmental action.

### **Governmental Actions against Unrelated Entities:**

United States of America v. Franchise Group Intermediate L 1, LLC d/b/a Liberty Tax Service, (Case No. 2:19-cv-00653-RAJ-DEM) filed on or around December 3, 2019 in the United States District Court for the Eastern District of Virginia. The Department of Justice (DOJ) filed a complaint asserting that Liberty Tax failed to maintain adequate controls over the tax returns prepared by its franchisees and failed to take steps to prevent the filing of potentially false or fraudulent returns prepared by its franchises despite notice of fraud at some of its franchisee stores. The primary focus of the DOJ's investigation that preceded the complaint related to the alleged operational wrongdoing of 12 franchisees. Also on December 3, 2019, the DOJ and Liberty Tax filed a joint motion asking the court to approve a proposed settlement order setting forth certain enhancements to the Liberty Tax service compliance program and requiring Liberty Tax to retain an independent monitor to oversee the implementation of the required enhancements to the compliance program; and work with Liberty Tax to make further enhancements to improve the compliance program. As part of the proposed order, Liberty Tax agreed not to rehire John T. Hewitt, under whose supervision the alleged conduct at issue occurred. Liberty Tax further agreed not to grant John T. Hewitt any options or other rights to acquire equity in Liberty Tax or to nominate him to the company's board of directors. On December 20, 2019, the court granted the joint motion and the motion to seal, which fully resolved the legal proceedings initiated by the DOJ. Although he is referenced in the court's order, John T. Hewitt was not a named party to this case.

Other than these actions, no litigation is required to be disclosed in this Item.

### **ITEM 4. BANKRUPTCY**

No bankruptcy is required to be disclosed in this item.

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## ITEM 5. INITIAL FEES

Initial Franchise Fee. The Initial Franchise Fee is \$10,000 per undeveloped Single Unit territory in your Area Representative Territory. Typically, an Area Representative will purchase 25-50 Unit territories, for a total Initial Franchise Fee of \$250,000 - \$500,000.

You must submit the Initial Franchise Fee to us before attending Initial Area Representative Training. We will refund to you the Initial Fee if we do not approve your application or if you do not pass our Initial Area Representative Training in accordance with our current passing standards for training, provided that you return to us all materials which we distributed to you during training. Otherwise, the Initial Franchise Fee is fully earned and nonrefundable when both you and we execute the Area Representative Agreement between us.

We disclose financing terms in Item 10.

When purchasing an Area Representative Territory with existing developed Single Unit Franchise Territories, the precise amount will be negotiated based upon pertinent factors such as: how many existing Single Unit Franchises are already in your Territory and how much royalty revenue they generate, demand for Services and the level of competition in your area, population density, geographic layout, road layouts and traffic patterns, and demographic factors.



## ITEM 6. OTHER FEES

Fee	Amount	Due Date	Remarks
Fee for Franchisee Prospects	Typically \$100 - \$150/ each.	Within 30 days of transaction	From time to time we may generate leads of prospective franchisees and offer them to you but you are under no obligation to purchase them. The cost will vary depending upon cost and difficulty of obtaining the prospects.
Credit Card Fee	Actual amount of third-party credit card processing charge	When incurred	If we allow you to pay any fee to us by credit card, you agree to pay this fee to us on the amount charged.
Franchise Broker Fee	A proportional amount of the Broker's commission based on the percent of the Initial Franchise Fee you receive on a new Unit franchise sale.	At time of sale	If we use a franchise broker to assist in a Unit franchise sale of yours, you agree to absorb a proportional amount of the Broker's commission based on the percent of the Initial Franchise Fee you receive on a new Unit franchise sale.
Internal Sales Fee	\$5,000 per Unit franchise	At time of sale	If our internal franchise sales staff or representative assists in the sale of a Unit franchise for you, you pay this fee to us. If a franchise broker generates a lead, you are required to use our in-house sales staff or designated representative and pay this fee.
Renewal Fee	\$2,000	At time of renewal	You pay this fee to us to enter into a further Area Representative Agreement with us at the expiration of the term of this Agreement.
Transfer fee	\$10,000	At time of transfer	Paid upon transfer of the Area Representative Agreement or a majority interest in it.
Third party charges that we incur on your behalf	Actual amount of charge	At time of expense	If we incur third party charges on your behalf, you agree to reimburse us for any such charges.

<b>Fee</b>	<b>Amount</b>	<b>Due Date</b>	<b>Remarks</b>
Sales, excise, or gross receipts tax	Actual amount incurred	At time incurred	You must reimburse us if we pay any tax on any fee related to your Area Representative Agreement.
Interest on late payments	The lesser of 12% or the highest rate permitted by law	Upon receipt of invoice	Owed on amounts that are past due.
Indemnity	Varies	When incurred	You indemnify us for any loss caused by your breach of the Area Representative Agreement.
Assistance Fee in the event of incapacity or death	Reimbursement for reasonable expenditures incurred	At time of expense	In the event of your death or incapacity, we are entitled to reimbursement from you or your estate for any reasonable expenses incurred continuing Services.

\*All fees are uniformly imposed by, collected by, and are payable to us. All fees are non-refundable. We require you to execute an Automatic Bank Draft Authorization in order for us to electronically charge your bank account for fees or other monies owed to us. See Schedule 3.

**ITEM 7. ESTIMATED INITIAL INVESTMENT**

**YOUR ESTIMATED INITIAL INVESTMENT**

Type of Expenditure	Estimated Amount		Method of Payment	When Due	To Whom Payment is to be Made
	Low	High			
Initial Franchise Fee (Note 1)	\$250,000	\$500,000	Check or Electronic Funds Transfer (“EFT”)	Upon signing of Area Representative Agreement	Us
Travel and Living Expenses to Attend Initial Training (Note 2)	\$1,000	\$2,500	Check or Credit Card	Before opening	Third-party Vendors
Equipment & Furniture (Note 3)	\$0	\$2,000	Check or Credit Card	Before opening	Third-party Vendors
Computer Hardware and Software (Note 4)	\$0	\$1,500	Check or Credit Card	Before opening	Third-party Vendors
Rent (Note 5)	\$0	\$3,000	Check	Monthly	Landlord
Payroll (Note 6)	\$0	\$6,000	EFT	Bi-weekly	Employees
Insurance (Note 7)	\$200	\$3,000	Check or Credit Card	Before opening	Insurance Agent
Professional Expenses (Note 8)	\$500	\$5,000	Check or Credit Card	Before opening	Attorneys and Accountants
Additional Funds – 3 months (Note 9)	\$0	\$3,000	Check or Credit Card	As incurred	Third-party Vendors
TOTAL (Note 10)	\$253,200	\$526,000			

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

## NOTES:

1. Initial Franchise Fee: The initial franchise fee is \$10,000 per Unit territory in your Area Representative Territory. Typically, an Area Representative will purchase 25-50 Unit territories for a total Initial Franchise Fee of \$250,000 - \$500,000. Depending on your creditworthiness, we may extend financing to you of up to 100% of the Initial Franchise Fee repayable monthly over 48 months at 12% per annum interest. For a loan of \$250,000 repayable over 48 months at 12% interest, your monthly payment would be approximately \$6,583.00.
2. Travel and Living Expenses to Attend Initial Training: We offer Initial Training in Virginia Beach, VA, or online, at our choosing. We do not charge for Initial Training, but you are responsible for costs you incur for travel, transportation, meals, and possible lodging. Those costs will vary depending on how far away you live from Virginia Beach, VA, the level of lodging you select, and other factors.
3. Equipment and Furniture: Unless you have these items already, you will need a printer, telephone, desk, chair, and file cabinet along with standard office supplies to operate the franchise. The low estimate assumes that you have these items already.
4. Computer Hardware and Software: You will need an e-mail account, computer with internet access, and printer to operate the franchise. If you do not have this equipment, you will be required to purchase such hardware and software. We may also require you to purchase software such as Microsoft Office, sales lead management software, or other software that we may develop in the future. Your costs will vary depending on whether you have these items already and what type of computer you purchase.
5. Rent: We recommend that you operate your Area Representative franchise from home and not incur any rent expense. However, if you lease an office and make improvements to the property, you will incur additional expense.
6. Payroll: You are not required to have employees. However, if you hire one or more employees, you will incur payroll expense for those employees.
7. Insurance: You will need to purchase such insurance as we specify in the Operations Manual and as is required by your state law. At present, we do not require you to purchase insurance. Your costs may vary.
8. Professional Expenses: You will incur professional legal and accounting fees to assist with your entity set up, local licensing, and other legal and accounting issues.
9. Additional Funds: Additional funds are to pay local license and other government fees, miscellaneous supplies, utility costs, and similar items. We base this estimate upon the experience of our management in franchising.
10. These figures are estimates of your initial expenses covering your initial three months of

operation. We cannot guarantee that you will not have additional expenses starting the business. Do not construe the estimates as a break-even point. Your costs will depend on: how much and what type of marketing you place; your management skills, experience and business acumen; economic conditions; the market for the sale of our franchises; and the prevailing wage rate to the extent you hire employees. You should review these figures carefully with a business advisor before making any decision to purchase the franchise.

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

### **The Goods or Services Required to be Purchased or Leased**

**Advertising and Marketing.** You must use advertising material from us, a vendor that we designate, or we must approve the advertising in writing prior to its use.

**Computer Hardware and Software.** We require you to use such computer hardware and software as we specify which may include vendor designations.

**Equipment and Furniture.** You must purchase such equipment and furniture as we may specify. At present, you may purchase these items from any vendor.

**Insurance.** You are required to have insurance as may be required by your state laws, or as we may specify in the Manual. At present, we do not specify any insurance purchase requirement in the Manual, so there is no minimum amount of insurance coverage. If you must purchase insurance per state law requirements, you may do so from any vendor. You must name us as an additional insured on any policy that you do purchase and send proof to us.

**Prospects.** You may purchase from us contact information on prospective franchisees which we may gather and offer to sell to you.

**Supplies.** You must purchase basic office supplies. You may purchase these supplies from any vendor.

**Telephone Number.** You agree to maintain a dedicated telephone number for your business which you may purchase from any vendor.

### **Whether We or Our Affiliates are Approved Suppliers**

We are an approved supplier, but not the only approved supplier, of Advertising and Marketing material and Prospects. There are no other persons affiliated with the franchisor that are currently approved suppliers.

### **Officer Interest in Suppliers**

John Hewitt, Chief Executive Officer and Chairman of Loyalty, LLC owns an interest in us.

### **Alternative Suppliers**

We do not maintain written criteria for approving suppliers and therefore these criteria are not available to you or your proposed supplier. You may contract with alternative suppliers if they meet our criteria except you must use the Franchise Disclosure Document that we provide or make available to you to use. There is no fee to propose another supplier. If you wish to propose another supplier, you must do so in writing. We will review the supplier to determine whether to consider adding the supplier to our list of approved vendors. We will notify you within 30 days if we approve or disapprove of an alternative supplier. If we revoke approval for a supplier, we will provide written notice to you.

### **Issuance and Modification of Specifications**

We issue and modify specifications and standards to Area Representatives or approved suppliers through the Operations Manual or other written directives.

### **Revenue from Required Purchases or Leases**

We may derive revenue or other material consideration from required purchases or leases by you if you choose to purchase Prospects from us.

For the fiscal year ended December 31, 2022, we did not derive revenue or other material consideration from required purchases or leases by Area Representatives.

### **Required Purchases as a Proportion of Costs**

We estimate that your required purchases and leases to all purchases and leases by you of goods and services will be approximately 10-25% in establishing the Franchised Business and 10-25% in operating the Franchised Business.

### **Supplier Payments to Us**

We currently do not receive payments from suppliers as a result of purchases by our Area Representatives; however, we may do so in the future.

### **Purchasing or Distribution Cooperatives**

There currently are no purchasing or distribution cooperatives.

### **Purchase Arrangements**

We do not presently but may in the future negotiate purchase arrangements on behalf of Area Representatives with suppliers including price terms.

### **Material Benefits**

We do not provide material benefits to you based on your purchase of particular products

or services or use of particular suppliers. However, we can terminate your Area Representative Agreement if you do not comply with our supplier standards. In addition, you must be in compliance with your Area Representative Agreement in order to be eligible to renew it.

## ITEM 9. FRANCHISEE’S OBLIGATIONS

**This table lists your principal obligations under the Area Representative 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.**

Area Representative’s Obligations	Section In Area Representative Agreement	Item in Disclosure Document
a. Site selection and acquisition/lease	3	11
b. Pre-opening purchases/leases	7.2	8
c. Site development and other pre-opening requirements	7	8, 11
d. Initial and ongoing training	7.1, 7.11	11
e. Opening	7.4	11
f. Fees	4, 19.1, 21, 25.11	5, 6, and 7
g. Compliance with standards and policies/Manual	7, 8, 9, 10	8, 11
h. Trademarks and proprietary information	1, 11, 12	13, 14, 15
i. Restrictions on products/services offered	8	8, 11, 16
j. Warranty and customer service requirements	Not Applicable	15
k. Territorial development and sales quotas	10	12
l. Ongoing product/service purchases	4.2(a), 7.2	8
m. Maintenance, appearance & remodeling requirements	Not Applicable	Not Applicable
n. Insurance	7.3	8

Area Representative's Obligations	Section In Area Representative Agreement	Item in Disclosure Document
o. Advertising	11	8, 11
p. Indemnification	19	Not Applicable
q. Owner's participation/management/staffing	7.9	15
r. Records and reports	13	Not applicable
s. Inspections and Audits	13.2	11
t. Transfer	20	17
u. Renewal	2.2	17
v. Post-termination obligations	15	15, 16, 17
w. Non-competition covenants	16	15, 16, 17
x. Dispute resolution	25	17

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## ITEM 10 FINANCING

We offer the following financing program:

Parameter	Initial Franchise Fee
Item Financed <b>(Note 1)</b>	All or a portion of the Initial Franchise Fee
Source of Financing <b>(Note 2)</b>	Us
Down Payment	Varies
Amount Financed	Up to 100%
Interest Rate/Finance Charge	12% per annum (including finance charges)
Period of Repayment	Varies
Security Required	Personal Guarantee
Whether a Person Other than the Franchisee Must Personally Guarantee the Debt <b>(Note 3)</b>	If the franchisee is an entity, its owners must personally guarantee the debt.
Prepayment Penalty	None
Liability Upon Default	Accelerated obligation to pay the entire amount due, pay our court costs and attorney fees incurred in collecting the debt, and termination of the Franchised Business.
Waiver of Defenses or Other Legal Rights	Waiver of right to jury trial; homestead and other exemptions; waiver of presentment, demand, protest, notice of dishonor.
Intent to Sell <b>(Note 4)</b>	There is no intent to sell, assign or factor the debt to a third party.
Consideration for placement of financing <b>(Note 5)</b>	None

## NOTES

- Note 1: **Discretionary**-We may in our sole discretion provide financing to you.
- Note 2: **Form**-Schedule 4 contains the form of Promissory Note that you must sign for us to extend financing to you.
- Note 3: **Corporate Guarantee**- If the franchisee is a corporation, each officer and shareholder of the franchisee must execute a personal guaranty for the note, agreeing to be personally and jointly and severally liable for its repayment. Schedule 5 has the Promissory Note that must be executed. We do not guarantee your notes, leases, or obligations.
- Note 4: **Intent to Sell**-We do not have any past or present practice to sell, assign or discount to any third party, any note, contract or other instrument signed by you, but we reserve the right to do so.
- Note 5: **Commissions/Rebates**-We do not receive any direct or indirect payments or other consideration for placing financing.

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

**Except as listed below, the Franchisor is not required to provide you with any assistance.**

### **Pre-Opening Obligations:**

Initial Training. We provide a four (4) day Initial Area Representative Training program in Virginia Beach, VA, or online, at our choosing, which you and any manager working for you must attend and successfully complete.

We do not charge for Initial Training, but you are responsible for the cost of travel and living expenses to attend. The topics covered in Initial Training are described in the chart further below in this Item 11. (Area Representative Agreement, Section 6.1).

Site Selection. We do not provide site selection assistance as you may operate from your home or any office location. (Area Representative Agreement, Section 6.2).

Operations Manual. We will provide you a Manual to offer guidance in performing your opening and support services. (Area Representative Agreement, Section 6.3).

Computer Systems, Equipment and Supplies. We may issue computer, software, equipment, and supply specifications. (Area Representative Agreement, Section 6.6).

### **Length of Time Before Opening:**

You must be open for business within 30 days of completion of Initial Training. (Area Representative Agreement, Section 7.4). If you do not open within 30 days, more time will be given, but you will remain accountable for any minimum performance requirements.

Factors affecting the time length to open for business include: obtaining any needed licenses or permits, obtaining marketing materials, and obtaining computer hardware, software, equipment, and office supplies.

### **During the Operation of the Franchise:**

Payment of Commissions. We calculate and pay commissions to you on Single Unit franchises sold in your Territory. (Area Representative Agreement, Section 5).

Operational Support. We provide support to you in the operation of your Area Representative Territory. (Area Representative Agreement, Section 6.4).

Franchise Disclosure Documents. We will provide or make available to you an electronic copy of our latest Franchise Disclosure Document to use as may be required. (Area Representative Agreement, Section 6.5).

Advanced Training. We may provide and may require your attendance at advanced or

other training, which we may offer from time to time at select locations, or we may offer such training on the web or electronically. We do not charge for training, you must pay for any travel and living expenses to attend. (Area Representative Agreement, Section 6.8).

### **Advertising Program and Fund:**

**Marketing Fund and Fee.** We do not have a Marketing Fund nor require you to pay any Marketing Fee to us. Nonetheless, we may conduct marketing using electronic or print advertising of any kind. The media coverage may be local, regional, or national. We may produce advertising in-house or through a local or regional advertising agency. (Area Representative Agreement, Section 6.7).

We do not have to spend any amount on advertising in the area or territory where your Area Representative operations are located.

You are permitted to use your own advertising material provided that we first approve it.

Domain Names. You are not allowed to have an independent website for your franchise.

Advertising Council. We do not have an advertising council composed of Area Representatives that advise us on advertising policy.

Advertising Cooperative. You are not required to participate in a local or regional advertising cooperative.

### **Computer and Cash Register Systems:**

Computer Equipment and Software. You will need an e-mail account, computer with internet access, and printer to operate the franchise. We may also require you to purchase software such as Microsoft Office, sales lead management software, or other software that we may develop in the future. Your costs will vary depending on whether you have these items already and what type of computer you purchase. Depending on what you have already, these items can typically be purchased for \$1,000 - \$1,500.

Neither we nor our affiliates or any third party have any obligation to provide ongoing maintenance, repairs, upgrades or updates. You must maintain your computer systems in good working order and must replace, update or upgrade your hardware systems as we require. The estimated annual cost of optional or required maintenance, updating, upgrading, or support contracts to your computer systems is \$500 - \$750.

Independent Access to Information. We reserve the right to have independent access to the information that will be generated or stored in your computer system, which includes prospect, financial, and operational information. There are no contractual limitations on our right to access the information.

**Area Representative Operations Manual.** Exhibit D contains the Table of Contents to the Area Representative Operations Manual (“AR Manual”). The AR Manual contains 33 pages.

## TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On the Job Training	Location
Franchise Overview	2	0	Virginia Beach
Requirements to open a tax business	1	0	Virginia Beach
Opening your location	1.5	0	Virginia Beach
Human Resources	2	0	Virginia Beach
Creating Fanatical Fans	1.5	0	Virginia Beach
New Client Acquisition	6	0	Virginia Beach / On the Job
Financial Planning	2.5	0	Virginia Beach
Tax School Setup and implementation	2	0	Virginia Beach
Understanding Financial Products	1.5	0	Virginia Beach
Top 10 to be successful in ATAX	2	0	Virginia Beach
Software Overview	1	0	Virginia Beach
Q&A with John T. Hewitt	1	0	Virginia Beach
Your role as Area Representative (AR), the three strategic growth initiatives.	3	0	Virginia Beach
Opening Locations (strategies/tactics/timeline)	2	0	Virginia Beach
Happy Successful Franchisees	2	0	Virginia Beach
Market Maps	.5	0	Virginia Beach
AR Q&A with John Hewitt	1	0	Virginia Beach
Total	32 hours	0 hours	

\*We currently offer training in Virginia Beach, Virginia, but may offer training at another location, or online, at our choosing.

The following instructors teach our Initial Training program: Alberto Ortiz, Faith Leek and Robin Brown. Guest Instructors may also make select presentations.

We set forth the length of the instructors’ experience in the industry and with the Franchisor below:

Instructor	Years of Experience in the Field	Years of Experience with the Franchisor
Robin Brown	18	2
Alberto J. Ortiz	14	3

We make the Initial Training program available as often as is needed. We hold training at our corporate headquarters or leased classroom space.

The materials used for the training program may include the Operations Manual, handouts, and PowerPoint presentations.

We do not charge for Initial Training, but you are responsible for the cost of travel, transportation, lodging, and meals to attend training.

You and any manager you intend to use must complete Initial Training to our satisfaction. You must successfully complete training within 60 days of the signing the Area Representative Agreement with us.

We may require additional training or refresher courses.

**ITEM 12. TERRITORY**

Your territory is set forth in Schedule 1 of the Area Representative Agreement and will be defined by zip codes, political, or geographic boundaries.

A typical territory will contain 25-50 Unit franchise territories. Each Unit franchise territory will contain a population of approximately 30,000 – 33,000 people. We obtain population data from the U.S. Census Bureau or another service we deem reliable.

You may work out of your home or any office location. You are not required to obtain our approval if you relocate your Franchise Business, but you must stay within your territory.

You will provide services and support for Unit franchisees in your territory. You may identify franchisees for the purpose of signing them up as a Unit franchise owner only in your territory.

You do not have rights of first refusal, or similar rights to acquire additional territories.

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

Continuation of your territorial rights depends on achieving Minimum Requirements specified in your Area Representative Agreement. If you fail to meet Minimum Requirements, we reserve the right to terminate your territorial rights under the Area Representative Agreement for the opening of additional units. You will still maintain your rights, obligations and share in the Initial Franchisee Fees and royalties for any existing franchise agreements for the term of the Area Representative Agreement; however we may then freely sell and develop the terminated territory without sharing any of the Initial Franchise Fees or royalties.

There are no other circumstances that permit us to modify your territorial rights.

We or an affiliate may make sales within your territory using our principal trademarks, including through the use of other channels of distribution such as the Internet, catalog sales, telemarketing, or other direct marketing sales.

We or an affiliate may make sales within your territory using trademarks different from the ones you will use under the Area Representative Agreement including through the use of other channels of distribution such as the Internet, catalog sales, telemarketing, or other direct marketing sales.

We are not obligated to pay compensation to you for soliciting or accepting orders from inside your Territory.

You and other franchisees may solicit outside of your territory for franchisees to locate a Unit Franchise in your Territory, including using other channels of distribution, such as the Internet, catalog sales, telemarketing, or other direct marketing, pursuant to our guidelines.

We also reserve the right to implement cross-territorial protocols and other guidelines applicable to such situations as group advertising buys by multiple franchisees which may extend into multiple territories, solicitation of orders of individuals who may reside in one territory, yet work in another, and other cross-territorial situations. You agree to abide by any such cross-territorial protocols.

If we establish another Unit franchisee in your territory, you will receive 50% of the net Initial Franchise fees paid by the Unit franchisee (the Unit franchise fee less any broker or sales commission and any Internal Sales Fee), and 50% of the royalties paid by the Unit franchisee.

Neither we nor an affiliate operates, franchises, or has plans to operate or franchise a business under a different trademark from the ones you will use which such business sells or will sell goods or services similar to those you will offer, but we reserve the right to do so.

### ITEM 13. TRADEMARKS

The Area Representative Agreement licenses to you the right to use the following principal trademarks (“Marks”) registered or applied for with the U.S. Patent and Trademark Office (“USPTO”):

Description of Mark	Serial/Registration Number	Principal or Supplemental Register of the USPTO	Registration Date
ATAX	3441651	Principal	June 3, 2008

We have filed all required affidavits and renewals.

There are currently no effective determinations of the USPTO, the Trademark Trial and Appeal Board, or any state trademark administrator or any court; or any pending infringement, opposition, or cancellation proceeding in which we unsuccessfully sought to prevent registration of a trademark in order to protect a trademark licensed by the franchisor. There are no pending material federal or state court litigation regarding our use or ownership rights in a trademark.

There are no currently effective agreements that significantly limit our rights to use or license the use of our trademarks listed in this section.

If you learn of any claim against you for alleged infringement, unfair competition, or similar claims about the Marks, you must promptly notify us. We are not required to take affirmative action when notified of these uses or claims.

We have the sole right to control any administrative proceedings or litigation involving a trademark licensed by us to you. The Area Representative Agreement does not require us to participate in your defense or indemnify you for expenses or damages if you are a party to an administrative or judicial proceeding involving a trademark licensed by us to you or if the proceeding is resolved unfavorably to you.

If we discontinue or modify our Marks, you must adopt and use any new Marks as required by us. Any expenses you incur because of adopting and using these Marks are your responsibility.

We do not know of any superior prior rights or infringing uses that could materially affect your use of our Marks anywhere except there is an A TAX in Wauwatosa, Wisconsin that has performed tax preparation services. They may have prior or superior rights in their area to certain uses of the mark “A TAX” in connection with tax preparation services.



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

At this time, we do not hold any patents. We claim a copyright in our Operations Manual, marketing material such as our website text, and other printed material, although we have not presently filed a registration of those copyrights.

There are no currently effective determinations of the U.S. Copyright Office or any court or any pending litigation or other proceedings regarding any copyrighted materials. No agreement limits our rights to use or allow Area Representatives to use the copyrighted materials.

We do not have an obligation in the Area Representative Agreement to protect our patent or copyrights, but we intend to do so. We will remain in control of any such litigation. We are not required to participate in the defense of you or indemnify you for expenses or damages in a proceeding involving a patent, patent application, or copyright licensed to you. We may modify or change the copyrighted materials and compel you to accept and adopt such modifications or changes at your expense.

We know of no superior rights or infringing uses that could materially affect your use of the copyrighted materials.

We claim proprietary rights in our Operations Manual and business methods. You must use these items per the terms of your Area Representative Agreement.

#### **ITEM 15. OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISED BUSINESS**

You must provide Area Representative services under your direct supervision and control or under the direct supervision and control of a general manager who has attended and passed our Initial Training. If the franchisee is a business entity, the general manager does not have to have any equity interest in the franchisee's business.

You are subject to a covenant not to compete. Furthermore, your general manager must sign an employment contract containing confidentiality requirements and, to the extent permitted by law, a covenant not to compete.

[Remainder of page intentionally left blank]

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

You must offer and sell only the goods and services that we approve and you must sell all the goods and services that we authorize. We have the right to change the types of authorized goods and services but we do not intend to materially change the nature of this relation or the authorized goods and services.

During the term of your Area Representative Agreement, and for two years thereafter, you are bound to a non-compete agreement which limits your ability to offer competitive services.

[Remainder of page intentionally left blank]

**ITEM 17. RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION**

THE FRANCHISE RELATIONSHIP

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

<b>Provision</b>	<b>Section In Area Representative Agreement</b>	<b>Summary</b>
a. Length of the franchise term	2.1	10 years.
b. Renewal or extension of the term	2.2	Can be renewed for additional 10-year terms if you are in compliance with your Area Representative Agreement (“Agreement”).
c. Requirements for you to renew or extend	2.2	Give us 90 days’ notice before the expiration of the Agreement. Sign a Release, and sign our then-current Agreement which may contain materially different terms and conditions than your original contract. But we cannot reduce your percent of receipt of Initial Franchise Fees or Royalties upon renewal.
d. Termination by you	14.1	You may terminate the Agreement if you do not renew, by selling the Franchised Business, or at any time by written notice to us.
e. Termination by us without cause	None	Not applicable
f. Termination by us with cause	14.2, 14.3	We can terminate only if you default.
g. “Cause” defined – defaults which can be cured	14.3	Violate the Agreement, Manual, any other agreement with us, or owe monies to us more than 30 days past due, and do not cure such breach within 30 days after notice.
h. “Cause” defined – noncurable defaults	14.2	Do not pass Initial Training, become insolvent, have a judgment against you, commit a material violation of law, fail to properly disclose a franchise candidate, make an unauthorized sales representation or commitment, fail to fully and truthfully submit Biographical Information, death or incapacity without a timely transfer.

Provision	Section In Area Representative Agreement	Summary
i. Your obligations on termination/renewal	15	Stop using our Marks, pay monies owed to us, transfer telephone number to us, return to us our Manual and any Confidential Information, cancel any fictitious name filing, and adhere to the post-term covenants not to compete and not to solicit.
j. Assignment of contract by us	20.1	We may assign to a successor in interest who remains bound by the terms of the Agreement.
k. "Transfer by you" – definition	20.2, 20.3, 20.4	Includes transfer of Agreement or change of identity of owners.
l. Our approval of transfer by you	20.6	We must approve any transfer based upon our then current qualifications.
m. Conditions for our approval of transfer	20.2, 20.6	You must be in compliance with the Agreement, sign a release, pay the transfer fee, we must approve the transferee, transferee must attend and successfully complete training, and sign our current Agreement.
n. Our right to first refusal to acquire your business	20.5	We have a right of first refusal to match any purchase offer for your franchise.
o. Our option to purchase your business	None	Not applicable
p. Your death or disability	21	Transfer must be commenced within 60 days, completed within 6 months; we must approve the transferee; transferee must attend and successfully complete training; and sign either, at our option, an assignment of the rights remaining in your Area Representative Agreement or our current Area Representative Agreement with the term adjusted to such length as remains on the term of your Area Representative Agreement.
q. Non-competition covenants during the term of the franchise	16	No competition allowed in the United States.
r. Non-competition covenants after the franchise is terminated or expires	16	No competition for 2 years within the Territory or 25 miles from the boundaries of the Territory.
s. Modification of the agreement	22	No modifications except as the Parties agree to, or to specifications or the Manual. Revisions to specifications and the Manual will not unreasonably affect the Area Representative's obligations, including economic requirements, under the Area Representative Agreement.

Provision	Section In Area Representative Agreement	Summary
t. Integration/merger clause	24	Only the terms in the Area Representative Agreement and other related written agreements are binding (subject to federal or state law). Any representations or promises made outside the Disclosure Document and Area Representative Agreement may not be enforceable.
u. Dispute resolution by arbitration or mediation	25.2, 25.9	You agree to mediate and arbitrate claims against us.
v. Choice of forum	25.2	All Claims must be brought in the city or county where our headquarters are located (subject to applicable state law).
w. Choice of Law	25.1	Virginia law governs (subject to applicable state law).

#### **ITEM 18. PUBLIC FIGURES**

We do not use any public figures to promote our System.

#### **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 outlet you are considering buying; or (2) a franchisor supplements the information provided in this Item 19, for example, by providing information about possible performance at a particular location or under particular circumstances.

We do not make any representations about a franchisee’s future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor’s management by contacting Alberto J. Ortiz at 780 Lynnhaven Parkway, Suite 240, Virginia Beach, VA 23452, the Federal Trade Commission, and the appropriate state regulatory agencies.

**ITEM 20. OUTLETS AND FRANCHISEE INFORMATION**

**Table No. 1**

**Systemwide Outlet Summary  
For Years 2020 to 2022**

<b>Outlet Type</b>	<b>Year</b>	<b>Outlets at the Start of Year</b>	<b>Outlets at the End of Year</b>	<b>Net Change</b>
Franchised	2020	0	17	+17
	2021	17	23	+6
	2022	23	30	+7
Company Owned	2020	0	0	0
	2021	0	0	0
	2022	0	0	0
Total Outlets	2020	0	17	+17
	2021	17	23	+6
	2022	23	30	+7

**Table No. 2**

**Transfers of Outlets from Franchisees to New Owners (Other than Franchisor)  
For Years 2020 to 2022**

<b>State</b>	<b>Year</b>	<b>Number of Transfers</b>
All States	2020	0
	2021	0
	2022	0
Total	2020	0
	2021	0
	2022	0

**Table No. 3**

**Status of Franchise Outlets  
For Years 2020 to 2022**

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of Year
California	2020	0	1	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	1	0
Colorado	2020	0	0	0	0	0	0	0
	2021	0	1	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Florida	2020	0	6	2	0	0	0	4
	2021	4	3	0	0	1	0	6
	2022	6	1	0	0	0	0	7
Georgia	2020	0	0	0	0	0	0	0
	2021	0	1	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Illinois	2020	0	2	0	0	0	0	2
	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	1	1
Massachusetts	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	1	0	0	0	0	1
Nevada	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	1	0	0	0	0	1
New Jersey	2020	0	2	0	0	0	0	2
	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
New Hampshire	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	1	0	0	0	0	1
New York	2020	0	5	0	0	0	0	5
	2021	5	3	0	0	1	0	7
	2022	7	2	0	0	0	0	9
Pennsylvania	2020	0	1	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Puerto Rico	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	1	0	0	0	0	1

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of Year
Rhode Island	2020	0	0	0	0	0	0	0
	2021	0	1	0	0	0	0	1
	2022	1	0	0	0	0	0	1
South Carolina	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	1	0	0	0	0	1
Texas	2020	0	1	0	0	0	0	1
	2021	1	1	0	0	1	0	1
	2022	1	0	0	0	0	0	1
Virginia	2020	0	1	0	0	0	0	1
	2021	1	0	1	0	0	0	0
	2022	0	1	0	0	0	0	1
Total	2020	0	19	2	0	0	0	17
	2021	17	10	1	0	3	0	23
	2022	23	9	0	0	0	2	30

**Table No. 4**

**Status of Company-Owned Outlets  
For Years 2020 to 2022**

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Re-acquired from Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of Year
All States	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Total	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0

**Table No. 5**

**Projected Openings as of December 31, 2022**

State	Franchise Agreements Signed but Outlet Not Open	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
Arizona	0	1	0
California	0	2	0



Florida	0	1	0
Illinois	0	1	0
Massachusetts	0	1	0
Oregon	0	1	0
Indiana	0	1	0
Michigan	0	1	0
Texas	0	2	0
<b>TOTALS</b>	0	11	0

Exhibit E-1 contains a list of all the names of all current Area Representatives and the addresses and telephone numbers of each Franchised Businesses.

Exhibit E-2 contains a list of the names, city and state, and current business telephone number, or if unknown, the last known home telephone number of every Area Representative who had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the Area Representative Agreement during our most recently completed fiscal year or who have not communicated with us within 10 weeks of the Issuance Date of this Disclosure Document. If you buy a Franchised Businesses, your contact information may be disclosed to other buyers when you leave the Franchise System.

One or more franchisees have signed non-disparagement clauses. In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experience with ATAX. You may wish to speak with current and former franchisees, but be aware that not all such franchisees will be able to communicate with you.

We do not know of any trademark-specific franchisee organization associated with the System.

## **ITEM 21. FINANCIAL STATEMENTS**

Exhibit F contains our audited financial statements as of December 31, 2022, 2021 and 2020.

[Remainder of page intentionally left blank]

## **ITEM 22. AGREEMENTS**

The following agreements are attached to this disclosure document:

- Exhibit B      Area Representative Agreement
- Schedule 1- Territory
- Schedule 2- Minimum Requirements
- Schedule 3- Automatic Bank Draft Authorization

Schedule 4- Area Representative Biographical Information Form  
Schedule 4- Promissory Note  
Schedule 5- Release  
Schedule 6- State Addenda to the Area Representative Agreement

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.

### **ITEM 23. RECEIPTS**

Exhibit H contains two copies of a Receipt of our Disclosure Document.

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**EXHIBIT A**

**STATE ADDENDA TO THE DISCLOSURE DOCUMENT**

## **CALIFORNIA ADDENDUM TO THE DISCLOSURE DOCUMENT**

As to Area Representatives governed by the California Franchise Investment Law, if any of the terms of the Disclosure Document are inconsistent with the terms below, the terms below control.

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

Item 3 of the Disclosure Document is amended by adding the following paragraph:

Neither we nor any person or franchise broker in Item 2 of this disclosure document is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling these persons from membership in this association or exchange.

Item 17 of the Disclosure Document is amended by adding the following paragraphs:

California Business and Professions Code Sections 20000 through 20043 provide rights to the Area Representative concerning termination, transfer, or non-renewal of a franchise. If the franchise agreement contains a provision that is inconsistent with the law, the law will control.

Item 17.g. of the Disclosure Document is modified to state that, in addition to the grounds for immediate termination specified in Item 17.h., the franchisor can terminate upon written notice and a 60 day opportunity to cure for a breach of the Franchise Agreement.

Item 17.h. of the Disclosure Document is modified to state that the franchisor can terminate immediately for insolvency, abandonment, mutual agreement to terminate, material misrepresentation, legal violation persisting 10 days after notice, repeated breaches, judgment, criminal conviction, monies owed to the franchisor more than 5 days past due, and imminent danger to public health or safety.

The Area Representative Agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law.

The Area Representative Agreement requires application of the laws of Virginia. This provision may not be enforceable under California law.

SECTION 31125 OF THE FRANCHISE INVESTMENT LAW REQUIRES US TO GIVE TO YOU A DISCLOSURE DOCUMENT APPROVED BY THE COMMISSIONER OF FINANCIAL PROTECTION AND INNOVATION BEFORE WE ASK YOU TO CONSIDER A MATERIAL MODIFICATION OF YOUR FRANCHISE AGREEMENT.

YOU MUST SIGN A GENERAL RELEASE OF CLAIM IF YOU RENEW OR TRANSFER YOUR FRANCHISE. CALIFORNIA CORPORATIONS CODE §31512 VOIDS A WAIVER

OF YOUR RIGHTS UNDER THE FRANCHISE INVESTMENT LAW (CALIFORNIA CODE §§31000 THROUGH 31516). BUSINESS AND PROFESSIONS CODE §20010 VOIDS A WAIVER OF YOUR RIGHTS UNDER THE FRANCHISE RELATIONS ACT (BUSINESS AND PROFESSIONS CODE §§20000 THROUGH 20043).

Our website is located at [www.atax.com](http://www.atax.com).

OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF BUSINESS FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION at [www.dfpi.ca.gov](http://www.dfpi.ca.gov).

The highest interest rate allowed by law in California is ten percent (10%) annually.

Item 5 of the FDD is modified with the addition of the following language: “The Department of Financial Protection and Innovation requires that the franchisor defer the collection of all initial fees from California franchisees until the franchisor has completed all its pre-opening obligations and franchisee is open for business.”

**ILLINOIS ADDENDUM  
TO THE DISCLOSURE DOCUMENT**

As to franchises governed by the Illinois Franchise Disclosure Act, if any of the terms of the Disclosure Document are inconsistent with the terms below, the terms below control.

1. Illinois law governs the Area Representative Agreement.
2. In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in an Area Representative Agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, an Area Representative Agreement may provide for arbitration to take place outside of Illinois.
3. The conditions under which your Area Representative Agreement can be terminated and your rights upon nonrenewal may be affected by Sections 19 and 20 of the Illinois Franchise Disclosure Act.
4. In conformance with Section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation, or provision of the Area Representative Agreement purporting to bind you to waive compliance with any provision of the Illinois Franchise Disclosure Act or any other law of the State of Illinois is void.
5. Item 5 of the Disclosure Document is modified to also provide that we defer collection of all initial fees until we have satisfied our pre-opening obligations to you and you have commenced doing business under the Area Representative Agreement. The Illinois Attorney General's Office imposed this deferral requirement due to our financial condition.

**MARYLAND ADDENDUM  
TO THE DISCLOSURE DOCUMENT**

As to franchises governed by the Maryland Franchise Registration and Disclosure Law, if any of the terms of the Disclosure Document are inconsistent with the terms below, the terms below control.

1. Item 17.b. is modified to also provide, “The general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

2. Item 17.u. is modified to also provide, “This Area Representative Agreement provides that disputes are resolved through arbitration. A Maryland franchise regulation states that it is an unfair or deceptive practice to require a franchisee to waive its right to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable.”

3. Item 17.v. is modified to also provide, “Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.”

**MICHIGAN ADDENDUM  
TO THE DISCLOSURE DOCUMENT**

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

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



to comply with all lawful obligations; (iv) The failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the franchise agreement existing at the time of the proposed transfer.

(h) A provision that requires the franchisee to resell to the franchisor items that are not uniquely identified with the franchisor. This subdivision does not prohibit a provision that grants to a franchisor a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the franchisor the right to acquire the assets of a franchise for the market or appraised value of such assets if the franchisee has breached the lawful provisions of the franchise agreement and has failed to cure the breach in the manner provided in subdivision (c).

(i) A provision which permits the franchisor to directly or indirectly convey, assign, or otherwise transfer its obligation to fulfill contractual obligations to the franchisee unless provision has been made for providing the required contractual services.

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

Any questions regarding this notice should be directed to Department of the Attorney General's Office, Consumer Protection Division, Franchise Section, G. Mennen Williams Building, 525 W. Ottawa Street, Lansing, Michigan 48913; telephone number (517) 373-7117.

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

## **MINNESOTA ADDENDUM TO THE DISCLOSURE DOCUMENT**

As to franchises governed by the Minnesota franchise laws, if any of the terms of the Disclosure Document are inconsistent with the terms below, the terms below control.

- Minn. Stat. §80C.21 and Minn. Rule 2860.4400(J) prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the Area Representative to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreements can abrogate or reduce (1) any of the Area Representative's rights as provided for in Minnesota Statutes, Chapter 80C, or (2) Area Representative's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.
- With respect to franchises governed by Minnesota law, the franchisor will comply with Minn. Stat. Sec. 80C.14 Subds. 3, 4, and 5 which require (except in certain specified cases), that an Area Representative be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the franchise agreement and that consent to the transfer of the franchise will not be unreasonably withheld.
- The franchisor will protect the Area Representative's rights to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify the Area Representative from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name.

Minnesota considers it unfair to not protect the Area Representative's right to use the trademarks. Refer to Minnesota Statutes 80C.12, Subd. 1(g).

- Minnesota Rules 2860.4400(D) prohibits a franchisor from requiring an Area Representative to assent to a general release.
- The Area Representative cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minn. Rules 2860.4400J.

Also, a court will determine if a bond is required.

The Limitations of Claims section must comply with Minnesota Statutes, Section 80C.17, Subd. 5.

## **NEW YORK ADDENDUM TO THE DISCLOSURE DOCUMENT**

As to franchises governed by the New York franchise laws, if any of the terms of the Disclosure Document are inconsistent with the terms below, the terms below control.

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 C OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION. IF YOU LEARN THAT ANYTHING IN THE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NYS DEPARTMENT OF LAW, INVESTOR PROTECTION BUREAU, 28 LIBERTY STREET, 21<sup>ST</sup> FLOOR, NEW YORK, N.Y. 10005; 212-416-8236.**

**THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE SET THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.**

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

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

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

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

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

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State or Canadian franchise, securities,

antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency, or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. The following is added 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 the 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 of transfer**”:

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

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 Area Representative 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.

**RHODE ISLAND ADDENDUM  
TO THE DISCLOSURE DOCUMENT**

As to franchises governed by the Rhode Island Franchise Investment Act, if any of the terms of the Disclosure Document are inconsistent with the terms below, the terms below control.

Item 17.m. of the Disclosure Document is revised to provide:

Section 19-28.1-14 of the Rhode Island Franchise Investment Act prohibits an Area Representative to be restricted in choice of jurisdiction or venue. To the extent any such restriction is purported to be required by us, it is void with respect to all Area Representatives governed under the laws of Rhode Island.

Item 17.w. of the Disclosure Document is revised to provide:

Rhode Island law applies.

**VIRGINIA ADDENDUM  
TO THE DISCLOSURE DOCUMENT**

As to franchises governed by the Virginia Retail Franchising Act, if any of the terms of the Disclosure Document are inconsistent with the terms below, the terms below control.

1. In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the Franchise Disclosure Document is amended as follows:

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

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

Item 5 of the Disclosure Document is modified to also provide: “The Virginia State Corporation Commission’s Division of Securities and Retail Franchising requires us to defer payment of the initial franchise fee and other initial payments owed by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the franchise agreement.”

## **WASHINGTON ADDENDUM TO THE DISCLOSURE DOCUMENT**

As to franchises governed by the Washington Franchise Investment Protection Act, if any of the terms of the Disclosure Document are inconsistent with the terms below, the terms below control.

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

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

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

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

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

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

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



**WISCONSIN ADDENDUM  
TO THE DISCLOSURE DOCUMENT**

As to franchises governed by the Wisconsin Fair Dealership Law, if any of the terms of the Disclosure Document are inconsistent with the terms below, the terms below control.

1. Item 17 is modified to also provide,

If the Area Representative Agreement contains any provisions that conflict with the Wisconsin Fair Dealership Law, the provisions of this Addendum shall prevail to the extent of such conflict.

With respect to franchises governed by Wisconsin law, the Wisconsin Fair Dealership Law applies to most, if not all, franchise agreements and prohibits the termination, cancellation, non-renewal or the substantial change of the competitive circumstances of a dealership agreement without good cause. That Law further provides that 90 days prior written notice of a proposed termination, etc. must be given to the dealer. The dealer has 60 days to cure the deficiency and if the deficiency is cured, the notice is void.

**EXHIBIT B  
AREA REPRESENTATIVE AGREEMENT**



**SUMMARY PAGE**

1. **Franchisee Business Entity** \_\_\_\_\_
2. **Initial Franchise Fee** \$ \_\_\_\_\_
3. **Territory Name** \_\_\_\_\_
4. **Opening Deadline** \_\_\_\_\_
5. **Principal Executive** \_\_\_\_\_
6. **Franchisee's Address** \_\_\_\_\_
7. **Outlet #** \_\_\_\_\_

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Schedule 2- Minimum Requirements

Schedule 3- Automatic Bank Draft Authorization

Schedule 4- Promissory Note

Schedule 5- Release

Schedule 6- State Addenda to the Area Representative Agreement

## **AREA REPRESENTATIVE AGREEMENT**

This contract (“Agreement”) is between ATAX LLC d/b/a ATAX (“ATAX”, “we”, “us”, or “our”) and entity and all Signators identified on the signature page, in your personal capacity, (collectively “Area Representative”, “you”, or “your”).

### **Recitals**

ATX has developed a system (“Franchise System”) for the operation of an income tax preparation office (“Franchise Services”). The Franchise System utilizes prescribed marketing techniques and operating procedures to deliver outstanding service to customers (“Clients”).

Area Representative desires to identify and recruit qualified individuals (“Candidates”) willing to own and operate one or more unit locations (each a “Unit Franchise”) to serve Clients within the Area Representative’s designated territory.

ATAX will compensate Area Representative for identifying and recruiting Candidates while also provide continuing support (collectively “Services”) on our behalf to Candidates.

For mutual promises expressed in this Agreement, along with other valuable consideration, the receipt of which is acknowledged, ATAX and Area Representative (collectively “the Parties”) will be bound as follows:

### **1. GRANT OF FRANCHISE**

Subject to the terms of this Area Representative Agreement (“Agreement”), we grant to you an ATAX Area Representative franchise (“Area Representative Territory”) using our System and our Marks in the Territory described in Schedule 1. You will abide by the terms of this Agreement.

### **2. TERM AND RENEWAL**

**2.1 Term.** This Agreement will commence upon its Effective Date and will last for a term of ten (10) years (the “Term”).

**2.2 Renewal.** Upon the completion of the Term of this Agreement, provided you are in compliance with the terms and conditions in this Agreement, we will provide you with the right to enter into a new Agreement with us for the provision of services similar to those in this Agreement for additional ten-year terms. If you wish to renew this Agreement, you must notify us in writing at least 90 days before the expiration of this Agreement and execute a general release of all Claims you may have against us. You may renew future Area Representative Agreements if you are in compliance with its Terms and qualify for renewal. We agree to not change your Territory or the Area Representative Commissions in your renewals.

### **3. TERRITORY**

**3.1. Description.** Schedule 1 defines the “Territory” by zip codes, political, or

geographic boundaries. You will provide services and support for Unit franchisees in your Territory. You may identify franchisees for the purpose of signing them up as a Unit franchise owner only in your Territory.

- 3.2. Office Location.** You may work out of your home or any office location. You are not required to obtain our approval if you relocate your Franchise Business, but you must stay within your Territory.
- 3.3. Additional Territories.** We may grant to you approval to open additional outlets within your Territory if circumstances permit such as the population increases. We may grant you additional franchise territories if we feel you have the time, energy, capital, and management structure to be able to successfully open and operate more outlets. You do not have rights of first refusal or similar rights to acquire additional territories.
- 3.4. Dual Distribution.** The Territory you receive is non-exclusive. You may face competition from other franchisees, outlets that we own, other channels of distribution or competitive brands that we control. We or an affiliate may make sales within your Territory using our principal trademarks, including through the use other channels of distribution, such as the Internet, catalog sales, telemarketing, or other direct marketing sales. We or an affiliate may make sales within your Territory using trademarks different from the ones you will use under this Agreement. If we establish another Unit Franchisee in your Territory, then you will receive 50% of the net Initial Franchise Fees paid by the Unit Franchisee, less any broker or sales commission including any Internal Sales Fee, along with 50% of the Royalties paid by the Unit Franchisee, just as if you sold the Unit Franchisee the Territory yourself.
- 3.5. Minimum Requirements.** You will provide ATAX with a minimum number of Candidates each year that you open and operate a Unit Franchise in the Territory. The Territory must be grown as described in Schedule 2 (the “Minimum Requirements”). A year will include each fiscal year (including any partial year) ending on December 31.
- 3.6. Failure to Meet Minimum Requirements.** If you fail to meet Minimum Requirements, we reserve the right to terminate your territorial rights under the Agreement for the opening of additional units. You will still maintain your rights, obligations and share in the Initial Franchisee Fees and royalties for any existing franchise agreements for the term of the Area Representative Agreement; however we may then freely sell and develop the terminated territory without sharing any of the Initial Franchise Fees or royalties. There are no other circumstances that permit us to modify your Territorial Rights, except in the event of Termination or Expiration of this Agreement.

## 4. FEES PAID BY AREA REPRESENTATIVE

**4.1 Initial Area Representative Fee.** You will pay us \$\_\_\_\_\_ upon execution of this Agreement. The Initial Area Representative Franchise Fee is fully earned and nonrefundable when both you and we execute the Area Representative Agreement between us.

### 4.2 Other Area Representative Fees

- a) **Fee for Franchisee Prospects.** From time to time, we may provide to you leads of Candidates interested in buying one of our Unit franchises within the Territory. If we provide you leads, we will set and publish fees based upon the cost and the difficulty of acquiring the leads. You are under no obligation to purchase these leads.
- b) **Credit Card Fee.** If we allow you to pay any fee to us by credit card, you also agree to pay to us the then-current credit card processing fee charged by third-party credit card processors.
- c) **Franchise Broker Fee.** We may use the services of franchise brokers to identify Candidates who are potentially interested in becoming Franchisees. To participate in this opportunity, you must agree, that as to any broker-generated Candidate who becomes a Franchisee in your Territory, to pay a proportionate share of the Broker's fee, based on the proportion of Initial Franchise Fee that you receive under Section 5(a). For example, if a Broker charges us \$20,000 for a Candidate who becomes a Franchisee, and you receive 50% of the Initial Franchise Fee under Section 5(a) below, then your share of the Initial Franchise Fee would be reduced by 50% of \$20,000 or by \$10,000. We will offer to you, without cost, any lead in your Territory provided by a Franchise Broker.
- d) **Internal Sales Fee.** You will pay to us \$5,000 per Unit territory sold if our in-house sales staff or a designated representative assists you with a Unit franchise sale. If a franchise broker generates a lead, you are required to use our in-house sales staff or designated representative and pay this fee.
- e) **Renewal Fee.** You must pay to us a \$2,000 Renewal Fee to enter into a further Area Representative Agreement with us at the expiration of the term of this Agreement.
- f) **Transfer Fee.** You must pay us a \$10,000 Transfer Fee if you wish to transfer ownership, or a majority of ownership interest, of your rights as an Area Representative.
- g) **Third Party Charges.** If we incur third party charges on your behalf, you agree to reimburse us for any such charges.
- h) **Sales, Excise, or Gross Receipts Tax.** You must reimburse us if we pay any tax on any fee related to your Area Representative Agreement.
- i) **Late Fees.** Payment for charges we bill to you is due within 30 days of billing and will be subject to a 12% per annum late fee, or the maximum allowed by law, if less.

- j) **Grand Opening Advertising.** You will pay us \$2,500 for your Grand Opening Advertising, which includes local advertising and promotion of ATAX.

**4.3 Payment Terms.** We will bill you by the 15<sup>th</sup> of the month as to fees incurred to us by you in the prior month. We reserve the right to deduct monies that you owe to us from Commissions that we pay to you and pay you the net amount owed to you, or charge you any net amount you may owe to us. You agree to execute an Automatic Bank Draft Authorization and that we may withdraw fees and other monies you owe to us pursuant to the Authorization from your bank account, and also electronically deposit monies owed to you in the same bank account.

## **5. COMMISSIONS TO AREA REPRESENTATIVE**

We pay to you the following Commissions for your Services under this Agreement:

- a) **Initial Franchise Fee.** We will pay you 50% of the net Initial Franchise Fee we receive from a Franchisee who buys a unit franchise with a designated area within your territory. The split of the Initial Franchise Fee shall be after reduction for any broker fees or referral fees incurred by us. Additionally, if our staff or a designated agent handles the selling process for a Franchisee that buys within your Territory, you will pay us \$5,000 per unit sold. If a lead is generated by a franchise broker, you are required to have our staff or a designated agent handle the sales process and pay this fee. Fees paid to you shall be paid only as funds are received from the Franchisee. For example, in the case of a financed Initial Franchise Fee, the distribution would only be after the funds were actually received by us.
- b) **Franchise Royalties.** We will pay you an amount equal to 50% of all ongoing royalties received by us, if any, from any ATAX Franchised Units located in your Territory. We will pay you all royalties for any Units in your Territory during the Term of your Agreements except for royalties which were already due and owing before the Effective Date of this Agreement.
- c) **Demand for Payment.** Except upon our prior written consent, you will not demand any payment due from a Franchisee of ours or any other person or entity to us.
- d) **Others Fees Paid by Franchisees.** We may in our discretion require Franchisees to pay fees for other services including, but not limited to, advertising fees, transfer fees, and renewal fees. These fees are not subject to split with you.
- e) **Payment Terms.** We pay to you the Commissions that we owe you by the 15<sup>th</sup> of each month as to Commissions earned the prior month, less any monies you owe to us, via electronic transfer or other method that we designate. You will be entitled to your share of Initial Franchise Fees and royalties only with respect to amounts actually collected, and we will be entitled to take credits against previous payments to you to the extent that any payments from a Franchisee are subject to a subsequent refund, offset or other credit. Each payment of your share of Franchise Fees or royalties will be accompanied by information in sufficient detail to allow you to determine the basis on which your share of the Franchise Fees and royalties was calculated, as well as deductions made for monies owed to us.



## 6. FRANCHISOR DUTIES

**6.1 Initial Training.** We provide you a four-day Initial Training course. We presently offer this training live in Virginia Beach, VA, or online, but may offer it in another location of our choosing.

**6.2 Site selection.** You may operate from your home or any office location. We do not offer site selection assistance.

**6.3 Area Representative Operations Manual.** We will provide you a Manual to offer guidance in performing your opening and support services.

**6.4 Operational Support.** We provide support to you in the operation of your Area Representative Territory.

**6.5 Franchise Disclosure Document.** We will provide or make available to you an electronic copy of our latest unit Franchise Disclosure Document to use as may be required.

**6.6 Computer Systems, Equipment and Supplies.** We may issue computer, software, equipment, and supply specifications.

**6.7 Advertising and Marketing.** We may conduct marketing using electronic or print advertising of any kind. The media coverage may be local, regional, or national. We may produce advertising in-house or through a local or regional advertising agency.

**6.8 Advanced Training.** We may provide and require your attendance at advanced or other training, which we may offer from time to time at select locations, or we may offer such training on the web or electronically. We do not charge for training, you must pay any travel, transportation, lodging, and meal costs you incur to attend.

## 7. AREA REPRESENTATIVE DUTIES

**7.1 Initial Training.** You and any Business Manager working for you must attend and successfully complete our Initial Area Representative Training before you may operate the Area Representative Territory. We do not charge for Initial Training, but you must pay for any travel and living expenses to attend.

**7.2 Computer Systems, Equipment and Supplies.** You agree to purchase and maintain such computer systems, software, equipment, and supplies as we designate. At present, you are required to have an e-mail account, computer with internet access, printer, telephone, desk, chair, and file cabinet along with standard office supplies to operate the franchise. We may also require you to purchase software such as Microsoft Office, sales lead management software, or other software that we may develop in the future.

**7.3 Insurance.** You must purchase any insurance that we may specify and as is required by your state law, name us as an additional insured, and furnish proof of insurance to us.

**7.4 Starting Date.** You agree to be operational within 30 days of your completion of Initial Training. If you are not operational within 30 days, more time will be given, but you will remain subject to Minimum Requirements (Section 10.1).

**7.5 Area Representative Manual.** You will provide assistance and support in accordance with the Manual and our unit franchisee Operations Manual. We may modify the Manual in order to adjust for competitive changes, technological advancements, legal requirements, and attempts to improve in the marketplace. You agree to operate the Area Representative Territory according to the then current Manual.

**7.6 Candidate Development.** You may identify candidates interested in operating a Franchise within the Territory. Upon your determination that a candidate may have the characteristics of a potential franchisee (“Candidate”), you will identify such Candidate in writing to us for our consideration.

**7.7 Operational Support.** You will provide Franchisees with support in launching the franchise, possible training, on-going operational support, and marketing assistance.

**7.8 Contract Enforcement.** Upon termination or expiration of a Franchise Agreement with us of any Franchisee (“Former Franchisee”), you will assist us in enforcing the “Post Termination Obligations” set forth in its Franchise Agreement with that Former Franchisee, but you will have no duty to initiate a court or other legal proceeding.

**7.9 Personal Involvement.** You must render the Area Representative and Support Services personally, unless you submit to us a Business Manager who attends and successfully completes our Initial Area Representative Training course, and who is not later disapproved by us.

**7.10 Franchise Sales Representations.**

- a) **Disclosure.** You will comply with all federal and state franchise disclosure laws applicable to the solicitation of franchisees, including providing the unit Franchise Disclosure Document, which we prepare and provide to you, to all Candidates at the time required by law, presently fourteen calendar days before signing of a binding agreement between the Candidate and us or making any payment by the Candidate to us, in most jurisdictions. Should you make any electronic or other disclosure to Candidates, you will ensure that such disclosure complies with the applicable franchise disclosure laws. You will be responsible for providing our most current unit Franchise Disclosure Document approved for your use.
- b) **Financial Performance Representations.** Except as may be expressly stated in Item 19 of our most current unit Franchise Disclosure Document in effect in your Territory, you will not make any representation, either orally, in writing, electronically, or otherwise, to any prospective Candidate concerning actual or potential earnings, sales, income or profits of any Franchise. However, you may disclose financial performance of an existing franchise for sale to a Candidate interested in such unit as may be permitted by law.

- c) **Improper Representations.** You will make no representations to any Candidate that conflicts with our current unit Area Representative Agreement or unit Disclosure Document, or make any promises, guarantees or warranties to any party not authorized in writing by us.

**7.11 Advanced Training.** You will attend any advanced or refresher training that we may require either through electronic means or in person.

**7.12 Laws and Regulations.** You will comply with all federal, state, and local laws, and regulations. You will secure all necessary permits, certificates, and licenses to operate your business. You will accurately complete and return in the time frame we specify such Biographical Information forms as we request of you.

**7.13 Authorized Goods and Services.** You must offer and sell only the goods and services that we approve and you must sell all the goods and services that we authorize. We have the right to change the types of authorized goods and services but we do not intend to materially change the nature of this relation or the authorized goods and services.

## **8. LIMITATION OF AUTHORITY**

- a) **No Authority to Approve Marketing.** You do not have any authority to approve or disapprove Franchisee marketing or advertising.
- b) **No Authority to Modify Manual.** You do not have authority to modify the unit franchisee Operations Manual.
- c) **No Legal Claims versus Unit Franchisees.** You will not assert any legal claim by way of a lawsuit or otherwise against a Franchisee without our written permission.
- d) **Limitation of Services.** You may only offer those services or products through your Area Representative business as authorized by us in this Agreement or the Area Representative Operations Manual, unless you first obtain our prior written approval.
- e) **No Unauthorized Commitments.** You acknowledge that you have no authority to bind us with respect to any matter, and agree that you will not enter into any agreements or understandings with any Candidates or other third parties other than as authorized in writing by us.

## **9. JOINT DUTIES**

**9.1 Enforcement of Unit Agreement.** The Parties will be responsible for the enforcement of all agreements (“Franchise Documents”) executed in the awarding of a franchise to a Candidate and the monitoring of individual franchise performance and adherence to our Franchise System.

## **10. MINIMUM AREA REPRESENTATIVE PERFORMANCE**

**10.1 Minimum Requirements.** You will open a minimum number of Unit Franchises in your territory each year as set forth in Schedule 2. For opening purposes, a year will include each fiscal year (including any partial year) ending on December 31.

**10.2 Remedy for Failure to Meet Minimum Requirements.** If you fail to meet Minimum Requirements, we reserve the right to terminate your territorial rights under the Area Representative Agreement for the opening of additional units. You will still maintain your rights, obligations and share in the Initial Franchisee Fees and royalties for any existing franchise agreements for the term of the Area Representative Agreement; however, we may then freely sell and develop the terminated territory without sharing any of the Initial Franchise Fees and royalties.

## **11. ADVERTISING AND TRADEMARKS**

**11.1 Use of our Marks.** We allow and require you to use our trademarks and service marks (“Marks”) to hold out your Area Representative Territory to the public. You agree to use only our Marks as we develop them for this purpose. Use of our Marks must be in accordance with our Manual. Further, you must either use any advertising templates we may make available, or if you wish to use your own material, submit it to us for written approval prior to its use. If we do not approve material within 15 days of submission, it is deemed disapproved.

**11.2 Business cards.** You may purchase business cards to use in the operation of your Area Representative Territory in accordance with our specifications.

**11.3 Private Websites.** You are not allowed to have an independent website or obtain or use any domain name (Internet address) in connection with the provision of services under this Agreement or to facilitate any efforts to find, solicit, and identify Candidates.

**11.4 Social Media.** Any social media used to promote the Area Representative Territory must be in accord with our specifications.

**11.5 No use of “ATAX” Within a Company Name.** You may not use the word “ATAX” or any confusingly similar words as any part of the name of a corporation, LLC or other entity.

**11.6 No Confusingly Similar Marks.** You agree not to use any Marks that could be confused with our Marks.

**11.7 We may Update or Change our Marks.** We may replace, modify, or add to our Marks. If we replace, modify, or add additional Marks, you agree to update or replace your supplies, etc. to reflect the new Marks, at your expense, in the time frame we provide at the time of such an update.

**11.8 Infringement Claims.** If you learn of any claim against you for alleged infringement, unfair competition, or similar claims about the Marks, you must promptly notify us.

**11.9 Control of Proceedings.** We have the sole right to control any administrative proceedings or litigation involving a trademark licensed by us to you. We are not required to participate in your defense or indemnify you for expenses or damages if you are a party to an administrative or judicial proceeding involving a trademark licensed by us to you or if the proceeding is resolved unfavorably to you.

**11.10 Publicity.** Except as required by law, you may not make any press release or other public announcement respecting the subject matter of this Agreement without our written consent as to the form of such press release or public announcement.

**11.12 Name and Likeness.** You give us permission to use your name and likeness in all forms and media for advertising, trade, and any other lawful purposes.

## **12. CONFIDENTIALITY AND INTELLECTUAL PROPERTY RIGHTS.**

**12.1 Definition.** “Confidential Information” means information or data (oral, written, electronic or otherwise), including, without limitation, a trade secret, of or about us that is valuable and not generally known or readily available to third parties obtained by you from us during the Term of this Agreement. The Confidential Information of ours includes all intellectual property associated with our Franchise System, all other materials relating to our Franchise System that are not a matter of public record, and all information generated by the parties in the course of the performance of this Agreement.

**12.2 Confidentiality.** You will not directly or indirectly disclose, publish, disseminate or use our Confidential Information except as authorized herein. You may use our Confidential Information to perform your obligations under this Agreement, but in doing so will only allow dissemination of our Confidential Information on a need-to-know basis and only to those individuals who have signed Confidentiality Agreements, agreeing to keep the Confidential Information confidential.

**12.3 Return of Information.** Upon termination or expiration of this Agreement, you will return to us all of our Confidential Information embodied in tangible form, and will destroy, unless otherwise agreed, all other sources that contain or reflect any such Confidential Information. Notwithstanding the foregoing, you may retain Confidential Information as needed solely for legal, tax, and insurance purposes, but the information retained will remain subject at all times to the confidentiality restrictions of this Agreement.

**12.4 Intellectual Property Ownership.** We own the Franchise System and all intellectual property associated with it. To the extent you have or later obtain any intellectual property, other property rights, or interests in the Franchise System by operation of law or otherwise, you hereby disclaim such rights or interests and will promptly assign and transfer such entire interest exclusively to us. You will not undertake to obtain, copyright, trademark, service mark, trade secret, patent rights or other intellectual property right with respect to the Franchise System.

**12.5 Suggestions.** You agree that we may incorporate into our business operations any suggestions, enhancement requests, recommendations, or other feedback provided by you or anyone else and we shall have sole rights and title to such suggestions.

### **13. REPORTS AND REVIEW**

**13.1 Reports.** You agree to file with us reports detailing your activities, sales, and other information at such times and in such form as we may specify in the Manual or otherwise.

**13.2 Reviews.** We reserve the right to review your business operations, in person, by mail, or electronically, to inspect your operations and obtain your paper and electronic business records related to your Area Representative business. If, as part of a review of your business, we request a copy of any business records, you must send us at your expense these records within five business days of receiving our request. We also have the right to require that you implement a plan to resolve issues that we discern from any review we conduct.

**13.3 Time Frame to Furnish Documents.** If, as part of a review of your business operations, we request a copy of any business records related to the Area Representative Territory, you must send us at your expense these records within five business days of receiving our request.

**13.4 Independent Access to Information.** You agree to allow us to have independent access to the information that will be generated or stored in your computer system, which includes prospect, financial, and operational information.

### **14. TERMINATION**

**14.1 Termination by You.** You may terminate this Agreement at any time by giving us written notice of termination. Termination of this Agreement will be effective upon our receipt of your termination notice. If you terminate pursuant to this paragraph, you must still comply with all of the provisions of this Agreement that require performance post-termination.

**14.2 Termination by Us.** We may terminate this Agreement effective upon our sending to you written notice of termination, and without the opportunity for you to cure, for any of the following reasons:

- a) If you do not pass our Initial Training accordance with our current passing standards;
- b) If you become insolvent, meaning unable to pay your bills in the ordinary course as they become due;
- c) If a final judgment of record against you or your Area Representative Territory remains unsatisfied for 30 days or longer;
- d) If you commit a material violation of any law, ordinance, rule or regulation of a government or governmental agency or department which constitutes a material violation of any franchise law, antitrust law, securities law, fraud or similar wrong, unfair or deceptive practices, or a comparable violation;
- e) If you violate any part of Sections 7.10 (Franchise Sales Representations) or 8(e) (No

Unauthorized Commitments) of this Agreement;

- f) If you make a misstatement of material fact or fail to disclose a material fact on a Biographical Information Form or requested in any form, or refuse to fill out or completely fill out such forms or tender supporting documentation upon reasonable request; or
- g) If you die or become incapacitated and you or your estate does not begin the process of transferring your rights under this Agreement within 60 days or complete the transfer within 6 months of your death or incapacity.

**14.3 Termination by Us with the Opportunity to Cure.** We may terminate this Agreement, after sending you notice and an opportunity to cure within thirty (30) days, if:

- a) You violate any other term or condition of this Agreement, the Operations Manual, or any other agreement with us; or
- b) Any amount owing to us from you is more than 30 days past due.

**14.4 No Refund of Initial Fee.** We have no obligation to return or refund any fee to you upon termination or expiration of this Agreement.

## **15. POST TERMINATION OBLIGATIONS**

Upon termination or expiration of this Agreement, including a sale of the business, you agree to:

- a) Discontinue using any of our “Marks;”
- b) Pay to us all sums due between the parties;
- c) If requested by us, transfer to us all telephone numbers used in relation to this Area Representative Agreement and deliver to us written proof of transfer;
- d) Deliver to us any paper and electronic copies of the Manual and any Confidential Information;
- e) Cancel all fictitious name filings which you use of any of our Marks; and
- f) Adhere to the post-term duties stated in Section 16 below and any other duties that require your performance after you are no longer an Area Representative.

## **16. NON-COMPETE AND NO SOLICITATION**

### **16.1 Non-Compete and No Solicitation.**

- a) **In-Term.** You will not, during the Term of this Agreement, in the United States, directly or indirectly (i) recruit, search for, or solicit franchisees or prospective franchisees to engage in income tax preparation, except as to seeking ATAX franchisees under this Agreement, or (ii) aid or facilitate another person or entity (except our franchisees) in the provision of income tax preparation services.
- b) **Post-Term.** You will not, for a period of two years after expiration or termination of this

Agreement, including a sale of the franchise or your interest in it, in the Territory or within twenty-five (25) miles of the boundaries of the Territory, directly or indirectly recruit, search for, or solicit franchisees or prospective franchisees to engage in income tax preparation services.

**16.2 Waiver of Bond.** If we are forced to bring suit to enforce Sections 15 or 16.1 above, you will waive any requirement that we post bond to obtain a temporary or permanent injunction to enforce these duties.

**16.3 Severability.** If any covenant or provision of Section 16.1 is determined to be void or unenforceable, in whole or in part, it shall be deemed severed and removed from this Agreement and shall not affect or impair the validity of any other covenant or provision. Further, these obligations are considered independent of any other provision in this Agreement and the existence of any claim or cause of action by either party to this Agreement against the other, whether based upon this agreement or otherwise, shall not constitute a defense to the enforcement of these obligations.

## **17. STATUS OF PARTIES**

**17.1 Independent Contractor.** This Agreement does not create a partnership, company, joint venture, or any other entity or similar legal relationship between the Parties, and no Party has a fiduciary duty, other special duty, or relationship with respect to the other Party. The Parties acknowledge that your relationship with us is that of an independent contractor.

## **18. GOODWILL**

**18.1 Maintenance of Goodwill.** You will not disparage us or our current and former employees, agents, members, directors, or franchisees. During the term of this Agreement, you will not do any act harmful, prejudicial, or injurious to us.

## **19. INDEMNITY**

**19.1 Indemnity.** You will indemnify, defend and hold us and our affiliates, officers, directors, members, partners, employees, and agents (the "Indemnified Parties") harmless from and against any damage, cost, or attorney fees which relates to or arises from your breach or alleged breach of any of your duties under this Agreement.

## **20. TRANSFER**

**20.1 Assignment by Us.** We may assign this Agreement to an assignee who agrees to remain bound by its terms. We do not permit a sub-license of the Agreement.

**20.2 Transfer by You.** You may transfer your interest under this Agreement or your ownership in your Territory only if we approve, and you comply with the provisions in this Section 20. We shall not unreasonably withhold approval. No interest may be transferred unless and until you are in full compliance with this Agreement and current in all monies owed to us. If this Agreement is held by joint tenants or tenants in common, all joint tenants or tenants in common must join in any transfer of



an ownership interest in this Agreement, except any person who is deceased or under a legal disability. You shall sign our then current transfer and release forms and pay to us the Transfer Fee specified in Section 4 above

**20.3 Transfer to Controlled Entity.** A "Controlled Entity" is an entity in which you are the beneficial owner of 100% of each class of voting ownership interest. A transfer to a "Controlled Entity" shall not trigger the Right of First Refusal. At the time of the desired transfer of interest to a Controlled Entity, you must notify us in writing of the name of the Controlled Entity and the name and address of each officer, director, shareholder, member, partner, or similar person and their respective ownership interest. Each such person of the Controlled Entity shall sign the then-current amendment and release forms and/or Area Representative Agreement as required by us. We do not charge a Transfer Fee for this change.

**20.4 Transfer within an Entity.** A transfer of interest within an Area Representative entity shall not trigger the Right of First Refusal if only the percentage ownership, rather than the identity of the owners, is changing. At the time of the desired transfer of interest within an entity, you must notify us in writing of the name and address of each officer, director, shareholder, member, partner or similar person and their respective ownership interest. Each such person of the Controlled Entity shall sign the then-current amendment and release forms or Area Representative Agreement as required by us. We do not charge a Transfer Fee for this change.

**20.5 Right of First Refusal.** If you have received and desire to accept a signed, bona fide offer to purchase or otherwise transfer the Area Representative Agreement or any interest in it, you shall grant us the option (the "Right of First Refusal") to purchase the Area Representative Territory as provided here:

- a) Within fourteen (14) days of receipt of the offer, you shall offer the Right of First Refusal to us by notice in writing, including a copy of the signed offer to purchase which you received ("Notice"). We shall have the right to purchase the Area Representative Territory or interest in the Area Representative Territory at and for the price and upon the terms set out in the Notice, except that we may substitute cash for any non-cash form of payment proposed and we shall have 60 days after the exercise of our Right of First Refusal to close the said purchase. Should we wish to exercise our Right of First Refusal, we will notify you in writing within 15 days from its receipt of the Notice. Upon the giving of such notice by us, there shall immediately arise between us and you, or your owners, a binding contract of purchase and sale at the price and upon the terms contained in the Notice.
- b) If we do not exercise our Rights of First Refusal, you may transfer the Area Representative Territory or ownership interest therein according to the terms set forth in the Notice, provided that you satisfy the conditions in Sections 20.2 and 20.6 below and complete the sale within 90 days from the day on which we received the Notice. If you do not conclude the proposed sale transaction within the 90-day period, the Right of First Refusal granted to us shall continue in full force and effect.

**20.6 Transferee Requirements.** The proposed transferee(s) must complete our then-current Area Representative application and pass our application screening using our then current

qualifications; sign either, at our option, an assignment of the rights remaining in your Area Representative Agreement or our current Area Representative Agreement with the term adjusted to such length as remains on the term of your Area Representative Agreement; and attend and successfully complete Initial Training.

## **21. DEATH OR INCAPACITY**

In the event of your death or incapacity, you, or your estate, as the case may be, must actively begin the process to seek a transfer of your rights under this Agreement within 60 days and must complete the transfer within 6 months of your death or incapacity. If you or your estate fails in either respect, then we may terminate this Agreement. The new Area Representative must pay the Transfer Fee specified above, meet our qualifications, complete Initial Training, and enter into a new Area Representative Agreement. And we are entitled to reimbursement from you or your estate for any reasonable expenses incurred continuing Services from the date of your death or incapacity until transfer or termination. The term “incapacity” means a condition that prevents you from reasonably carrying out your duties under this Agreement.

## **22. MODIFICATION**

No modifications to this Agreement will have any effect unless such modification is in writing and signed by you and by our authorized officer. We may, however, modify the provisions of the Manual, without your consent, as discussed in Paragraph 7.5.

## **23. NON-WAIVER OF BREACH**

The failure of either Party to enforce any one or more of the terms or conditions of this Agreement shall not be deemed a waiver of such terms or conditions or of either party's rights thereafter to enforce each and every term and condition of this Agreement.

## **24. FULL UNDERSTANDING**

This Agreement and all exhibits to this Agreement constitute the entire Agreement between the Parties and supersede any and all prior negotiations, understandings, representations, and agreements. Nothing in this or in any related agreement, however, is intended to disclaim the representations we made in the Franchise Disclosure Document that we furnished to you.

## **25. GOVERNING LAW**

**25.1 Choice of Law.** This Agreement is effective upon its acceptance in Virginia by our authorized officer. Except as to Claims governed by federal law, Virginia law governs all Claims that in any way relate to or arise out of this Agreement or any of the dealings of the Parties (“Claims”). However, no laws regulating the sale of franchises or governing the relationship between Franchisor and Area Developer shall apply unless the jurisdictional requirements of such laws are met independently of this paragraph.

**25.2 Jurisdiction and Venue.** Venue and jurisdiction for any Claims will be proper solely in arbitration before the American Arbitration Association (“AAA”) in the city or county where our

corporate headquarters are located, provided that, nothing in this clause shall bar us from seeking injunctive relief for claims which may cause irreparable harm including, but not limited to, the infringement of our trademarks or dissemination of confidential or customer information, in the state and federal court nearest to our corporate headquarters, presently located in Virginia Beach, Virginia.

**25.3 Jury Waiver.** In any trial between any of the Parties as to any Claims, you and we agree to waive our rights to a jury trial and instead have such action tried by a judge.

**25.4 Class Action Waiver.** You will bring any Claims, if at all, individually and you shall not join such Claim with Claims of any other person or entity or bring, join or participate in a class action against us.

**25.5 Compensatory Damages.** As to any Claims, you and we will waive our rights, if any, to seek or recover punitive damages.

**25.6 Limitation of Actions.** You will bring any Claims against us, if at all, within one (1) year of the occurrence of the facts giving rise to such Claims.

**25.7 Prior Notice of Claims.** As a condition precedent to commencing an action for a Claim, you must notify us within thirty (30) days after the occurrence of the violation or breach by providing written notice (“Notice”) to our Chief Executive Office (“CEO”) using either certified mail or overnight delivery through a common carrier like UPS or FedEx. The Notice must contain: (a) a description of the specific nature of the Claim; (b) all relevant facts; (c) all supporting evidence; and (d) either the specific dollar amount of damages or the action requested to resolve the matter, or both (“Cure”). Failure to timely give such notice shall preclude any Claim for damages. You will continue performance under this Agreement after you provide Notice of your Claim and will continue performance under this Agreement while the Claim is being resolved as described in this Agreement.

**25.8 Internal Dispute Resolution.** You must first bring any Claim to our CEO, after providing notice as set forth in Section 25.7 above. You must exhaust this internal dispute resolution procedure before you may bring your Claim before a third party.

**25.9 Mediation.** Before you may bring any Claim against us, you will try for a period of 60 days to mediate such Claim before a mutually agreed to mediator in the city or county where our headquarters are located. If we cannot mutually agree on a mediator, you and we will use the mediation services of the American Arbitration Association (“AAA”) and split any AAA and mediator fees equally. The mediation will be conducted in accordance with the mediation rules of the American Arbitration Association (“AAA”).

**25.10 Arbitration.** If the Claim cannot be resolved through Mediation, then you must submit the Claim to arbitration with the AAA in accordance with the Commercial Arbitration Rules of the AAA then in effect. The proceedings will be held by a single arbitrator. You must include in your demand for arbitration an estimate for legal fees (“Budget”) necessary to establish liability and damages. The Budget will include the maximum number of: a) witnesses, b) experts and c) documents. The Arbitrator will evaluate the Budget for proportionality to the Cure. The Budget must be approved by the Arbitrator, before conducting any discovery, or hearings. The Arbitrator must approve any increases in the Budget.

Each Party will bear their own costs, including attorney's fees and expert witness fees related to the resolution of the Claim. Other than the filing fees, the cost of the Arbitrator will be shared equally among the Parties. The decision of the arbitrator will be final and binding upon the Parties. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

**25.11 Waiver of Bond.** If we are forced to bring suit to enforce any provision of this Agreement, you waive any requirement that we post bond to obtain a temporary, preliminary, or permanent injunction to enforce these duties.

**25.12 Attorney Fees.** Except as otherwise provided in this Agreement, if we are the substantially prevailing Party as to any Claims, you will reimburse our costs and attorney fees incurred in pursuing or defending the Claims.

**25.13 Third Party Beneficiaries.** Our officers, directors, members, shareholders, agents, and employees are express third-party beneficiaries of the terms of the Governing Law provisions contained herein.

**25.14 Survival.** All of the covenants contained in this Agreement that may require performance after the termination or expirations of this Agreement will survive any termination or expiration of this Agreement.

**25.15 Severability Clause.** If any covenant or provision in this Agreement is determined to be void or unenforceable, in whole or in part, it shall be deemed severed and removed from this Agreement and shall not affect or impair the validity of any other covenant or provision of this Agreement.

## **26. RELEASE OF PRIOR CLAIMS**

By executing this Agreement, the undersigned entity, if any, and individuals, on behalf of yourselves and your heirs, legal representatives, successors and assigns, and each assignee of this Agreement, forever releases and discharges us, our past and present employees, agents, members, officers, and directors, including any of our parent, subsidiary and affiliated entities, their respective past and present employees, agents, members, officers, and directors, from any and all claims arising prior to the date of this Agreement. However, this release does not apply to any claim you may have arising from representations in our Franchise Disclosure Document.

## **27. NOTICES**

Any notice, authorization, consent or other communication required or permitted under this Agreement must be made in writing and shall be given by mail or courier, postage fully prepaid, or delivered personally or by facsimile, to our President, at our corporate office, presently 780 Lynnhaven Parkway, Suite 240, Virginia Beach, VA 23452; Phone 888-268-0321. Any such Notice may also be given to you in the same manner at the address indicated below your signature on this Agreement or such other more current address as we may have on file for you. We may also give Notice to you by e-mail.

## **28. ACKNOWLEDGMENTS**

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.

## **29. GUARANTY**

The Area Representative named at the top of the following page agrees to abide by the terms of this Agreement. The signature of an individual or individuals as sole proprietors, joint tenants, or tenants in common constitutes their personal agreement to such terms. The signature of an individual or individuals on behalf of an entity constitutes the entity's agreement to such terms.

In addition, the signatures of all individuals below, in any capacity, also constitute their personal joint and several agreement to perform all the obligations in and relating to this Agreement, including, but not limited to, the obligation to make payments specified above and pay any other debts due to us. All signators below waive any right to presentment, demand, notice of non-performance, or the right to require us to proceed against the other signators.

[Signature Page Follows]

Area Representative: \_\_\_\_\_

Type: \_\_\_\_\_ (Sole Proprietor, LLC, Corp., Joint Tenants with Right of Survivorship (“JTROS”), Tenants in Common, Partnership).\* See important note below.

**SIGNATORS:**

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Printed Name)

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

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

Address: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Ownership Percentage: \_\_\_\_\_% (See note below)

Ownership Percentage: \_\_\_\_\_% (See note below)

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Printed Name)

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

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

Address: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Ownership Percentage: \_\_\_\_\_% (See note below)

Ownership Percentage: \_\_\_\_\_% (See note below)

**ATAX LLC d/b/a ATAX**

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

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

**\*Joint Tenants with Right of Survivorship is typically for spouses and must be owned equally by each tenant, 50-50 for two owners, and if one passes away, the other automatically receives the decedent’s share. Tenants in common is normally for non-spouses and if one passes away, his or her share passes by will or state law to his or her heirs.**

## **SCHEDULE 1**

### **TERRITORY**

The Territory consists of the following:

[insert Territory description]

## **SCHEDULE 2**

### **MINIMUM REQUIREMENTS**

Area Representative shall develop the Territory as follows:



### SCHEDULE 3

### AUTOMATIC BANK DRAFT AUTHORIZATION

#### ACH Origination Authorization

Please complete the following with your banking information and attach a voided check:

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

Name of Financial Institution: \_\_\_\_\_

Address of Financial Institution: \_\_\_\_\_

Routing  
Number: \_\_\_\_\_

Account Number: \_\_\_\_\_

I hereby authorize ATAX LLC d/b/a ATAX (“Franchisor”) and the financial institution named above to initiate entries to my checking or savings accounts as identified above in accordance with the terms of my Franchise or Area Representative Agreement and, if necessary, to initiate adjustments for any transactions credited in error. This authority will remain in effect until I notify either Franchisor or the above-named financial institution in writing to cancel it in such time as to afford a reasonable opportunity to act on such instructions. I can stop payment of any entry by notifying the above-named financial institution at least 3 days before my account is scheduled to be charged. I can have the amount of an erroneous charge immediately credited to my account for up to 15 days following issuance of my statement by the above-referenced financial institution or up to 60 days after deposit, whichever occurs first.

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

Printed Name of Person  
Signing: \_\_\_\_\_

Title (if any): \_\_\_\_\_

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

Telephone Number: \_\_\_\_\_

Applicant’s  
Address: \_\_\_\_\_

\_\_\_\_\_

## SCHEDULE 4

### PROMISSORY NOTE

FOR VALUE RECEIVED, \_\_\_\_\_ (each a "Maker") promises to pay to the order of ATAX LLC d/b/a ATAX ["Payee"] at 780 Lynnhaven Parkway, Suite 240, Virginia Beach, VA 23452 the principal amount of \_\_\_\_\_ together with interest at the rate of 12% per year.

This Note will be payable in (X) ANNUAL installments of \$ \_\_\_\_\_ each plus interest. The first payment is due April 30, 20\_\_\_\_ and will continue on April 30 of each year until paid.

The Maker may prepay this Note, in whole or in part, without penalty, at any time. TIME IS OF THE ESSENCE regarding the payment of any amounts due under this Note.

As security for Maker's obligations under this Note, Maker grants to Holder a security interest in Maker's right, title and interest in the Collateral, whether owned now or hereafter acquired. The Security Interest extends into any proceeds of the Collateral including but not limited to bank accounts and insurance payments. Collateral means: (1) All Area Representative and related agreements, as amended, between Holder and Maker pertaining to Maker's operation of a franchise business; and (2) All "Accounts" and all "General Intangibles" used by Maker in connection with the franchise business, including (without limitation) all ledgers, files, books, records, and accounts receivables; and (3) Any commissions, fees, concessions or payments of any money due Maker as a sales representative, financial advisor, independent contractor, licensee, business owner, franchisee, stockholder, partner, officer, director or employee with any financial services business; and (4) All "Equipment", "Supplies" and "Furniture and Fixtures" used by Maker in the franchise business, including all computers, printers, computer networks, telephone systems, fax machines, file cabinets, all office furniture, desks, chairs, tables, signs, panels and calculators.

Maker will enroll in the automatic fund transfer program. Repayment of the principal and interest under this Note will be made by deducting interest then principal amounts from revenue, then remitting the balance to Maker. Interest will be calculated based on a 360-day year consisting of twelve (12) months of 30 days each.

Any of the following will constitute an event of default by Maker under this Note: (1) Failure to pay of any installment of principal or interest when due; (2) Failure any other provision in this Note; (3) Uncured default in any other agreement between Maker and Holder; (4) Death or disability of any Maker; (5) Insolvency of Maker, involving failure to pay debts as they become due or makes an assignment for the benefit of creditors; (6) Maker files or becomes the subject of any petition for relief under the Federal bankruptcy laws or any state insolvency statute; (7) Attachment, levy or garnishment of Collateral by a creditor of Maker; (8) Material change in Maker's creditworthiness; or (9) Sale or termination of Maker's ownership rights in the business to which this Note relates.

Upon default, Holder may take any one or more of the following actions without releasing or discharging such Maker from liability on the Note: (1) Require immediate payment of the entire unpaid balance of this Note and all accrued interest without further notice or demand; (2) Extend the time for payment of any principal, interest or other amount; (3) Renew this Note, in whole or in part; (4) Grant a full or partial release or discharge from liability; (5) Grant a modification of the rate of interest or any other term of this Note. The remedies are cumulative and not exclusive of any other remedies provided under any other agreement or at law or in equity.

This Note will be construed in all respects and enforced according to the laws of Virginia. If any term of this Note is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other term or render unenforceable such term in any other jurisdiction. The failure of Holder to enforce any one or more of the terms or conditions of this Note will not be deemed a waiver of such terms or conditions or of Holder's rights to enforce any term and condition of this Note. The Maker will pay all reasonable attorneys' fees and other expenses that Holder may incur in connection with the collection or enforcement of this Note or the preservation or disposition of any Collateral. Maker waives the right to a trial by jury in any action in connection with this Note. This waiver is knowingly, willingly and voluntarily made by each Maker. Maker warrants that no representations of fact or opinion have been made by any individual to induce this waiver. Maker represents that Maker had the opportunity to be represented by independent legal counsel selected of Maker's own free will, and that Maker has had the opportunity to discuss this waiver with Maker's counsel.

Each person liable on this Note in any capacity, whether as Maker, endorser, surety, guarantor or otherwise, and any holder (collectively hereafter "Obligor"), waives the benefit of the homestead exemption and of all other exemptions available to him and also waives presentment, demand, protest, notice of dishonor and all other notices of every kind and nature to which he would otherwise be entitled under the applicable law.

The Maker will submit monthly financial information to Holder, such as an income statement balance sheet, and supporting documents, as Holder requests from time to time and in the format Holder reasonably requires. The Maker represents and warrants to Holder that the loan evidenced by this Note is being made for approved business, commercial or investment purposes associated with the franchised business. The Maker further represents and warrants that the execution of this Note and the performance of the obligations stated herein have been duly authorized by all necessary action in accordance with all applicable laws.

This Note constitutes the entire understanding of the parties and supersedes all prior negotiations, and undertakings of the parties with respect to the subject matter. This Note and any judgment based upon it may be assigned, transferred or negotiated by the Holder to any person at any time without notice to or the consent of the Maker or any guarantor. This Note will be binding upon the heirs, personal representatives, successors and assigns of Maker and will inure to the benefit of Holder, Holder's successors and assigns. The Maker may neither assign nor transfer this Note or any of its rights without the prior written consent of the Holder. This Note may be executed in counterparts, each of which will constitute an original, but all taken together will constitute a single instrument. This Note may be executed or transmitted electronically. Electronic signatures will be deemed valid having the same legal as if it were physically executed. Use of an electronic

signature will be consistent with the Electronic Signatures in Global and National Commerce Act (“E-Sign Act”), Title 15, United States Code, Sections 7001 et seq., the Uniform Electronic Transaction Act (“UETA”) and any applicable state law.

Intending to be bound by this Note, both Makers affix the signatures, intending to be bound below to signify acceptance on this day\_\_\_\_\_.

WITNESS the following signature(s) and seal(s):

**Maker:** \_\_\_\_\_

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

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

**Guarantors:**

\_\_\_\_\_  
Signature of Guarantor

\_\_\_\_\_  
Signature of Guarantor

\_\_\_\_\_  
Printed Name of Guarantor

\_\_\_\_\_  
Printed Name of Guarantor

Home Address:  
\_\_\_\_\_  
\_\_\_\_\_

Home Address:  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Guarantor

\_\_\_\_\_  
Signature of Guarantor

\_\_\_\_\_  
Printed Name of Guarantor

\_\_\_\_\_  
Printed Name of Guarantor

Home Address:  
\_\_\_\_\_  
\_\_\_\_\_

Home Address:  
\_\_\_\_\_  
\_\_\_\_\_

## SCHEDULE 5

### RELEASE

THIS RELEASE is made and given by \_\_\_\_\_,  
("Releasor") with reference to the following facts:

1. Releasor and ATAX LLC d/b/a ATAX ("Releasee") are parties to one or more Area Representative Agreements.
2. The following consideration is given:

\_\_\_\_\_ the execution by Releasor of a successor Area Representative Agreement or other renewal documents renewing the franchise (the "Franchise"); or

\_\_\_\_\_ Releasor's consent to Releasee's transfer of its rights and duties under the Area Representative Agreement; or

\_\_\_\_\_ Releasor's consent to Releasee's assumption of rights and duties under the Area Representative Agreement; or

\_\_\_\_\_ [insert description]

3. Release- Area Representative and all of Area Representative's guarantors, members, employees, agents, successors, assigns and affiliates fully and finally release and forever discharge Releasee, its past and present agents, employees, officers, directors, members, Area Representatives, Franchisees, successors, assigns and affiliates (collectively "Released Parties") from any and all claims, actions, causes of action, contractual rights, demands, damages, costs, loss of services, expenses and compensation which Area Representative could assert against Released Parties or any of them up through and including the date of this Release.
4. THIS IS A SPECIFIC RELEASE GIVING UP ALL RIGHTS WITH RESPECT TO THE TRANSACTIONS OR OCCURRENCES THAT ARE BEING RELEASED UNDER THIS AGREEMENT.
5. California Releasor- You represent and warrant that YOU EXPRESSLY WAIVE ANY AND ALL RIGHTS AND BENEFITS UNDER CALIFORNIA CIVIL CODE §1542, which provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

6. The above Release shall not apply to any liabilities arising under the California Franchise

Investment Law, the California Franchise Relations Act, Indiana Code § 23-2-2.5.1 through 23-2-2.7-7, the Maryland Franchise Registration and Disclosure Law, Michigan Franchise Investment Law, Minnesota Franchise Act, North Dakota franchise laws, the Rhode Island Investment Act, and the Washington Franchise Investment Protection Act.

Approved and agreed to by:

AREA REPRESENTATIVE

FRANCHISOR:  
ATAX LLC d/b/a ATAX

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

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

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

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

**SCHEDULE 6**

**STATE ADDENDA TO THE FRANCHISE AGREEMENT**

**CALIFORNIA ADDENDUM  
TO THE AREA REPRESENTATIVE AGREEMENT**

If any of the terms of the Area Representative Agreement are inconsistent with the terms below, the terms below control.

Sections 14.2 and 14.3 are deleted and in their place are substituted the following:

**14.2 Termination by Us Without Right to Cure.** We may terminate this Agreement without notice and the opportunity to cure for any of the following reasons:

(a) The Area Representative or the business to which the franchise relates has been judicially determined to be insolvent, all or a substantial part of the assets thereof are assigned to or for the benefit of any creditor, or the Area Representative admits his or her inability to pay his or her debts as they come due;

(b) The Area Representative abandons the franchise by failing to operate the business for five consecutive days during which the Area Representative is required to operate the business under the terms of the franchise, or any shorter period after which it is not unreasonable under the facts and circumstances for the franchisor to conclude that the Area Representative does not intend to continue to operate the franchise, unless such failure to operate is due to fire, flood, earthquake, or other similar causes beyond the Area Representative's control;

(c) The franchisor and Area Representative agree in writing to terminate the franchise;

(d) The Area Representative makes any material misrepresentations relating to the acquisition of the franchise business or the Area Representative engages in conduct which reflects materially and unfavorably upon the operation and reputation of the franchise business or system;

(e) The Area Representative fails, for a period of 10 days after notification of noncompliance, to comply with any federal, state, or local law or regulation, including, but not



limited to, all health, safety, building, and labor laws or regulations applicable to the operation of the franchise;

(f) The Area Representative, after curing any failure in accordance with Section 14.3 engages in the same noncompliance whether or not such noncompliance is corrected after notice;

(g) The Area Representative breaches the Area Representative agreement three or more times in a 12-month period, whether or not corrected after notice;

(h) The franchised business or business premises of the franchise are seized, taken over, or foreclosed by a government official in the exercise of his or her duties, or seized, taken over, or foreclosed by a creditor, lienholder, or lessor, provided that a final judgment against the Area Representative remains unsatisfied for 30 days (unless a supersedeas or other appeal bond has been filed); or a levy of execution has been made upon the license granted by the Area Developer Agreement or upon any property used in the franchised business, and it is not discharged within five days of such levy;

(i) The Area Representative is convicted of a felony or any other criminal misconduct which is relevant to the operation of the franchise;

(j) The Area Representative fails to pay any franchise fees or other amounts due to the franchisor or its affiliate within five days after receiving written notice that such fees are overdue; or

(k) The franchisor makes a reasonable determination that continued operation of the franchise by the Area Representative will result in an imminent danger to public health or safety.

**14.3 Termination by Us with Opportunity to Cure.** We may terminate this Agreement, after sending you notice and a 60 day opportunity to cure, for any other breach of this Agreement.

The Area Representative Agreement is modified with the addition of the following language: “The Department of Financial Protection and Innovation requires that the franchisor defer the collection of all initial fees from California franchisees until the franchisor has completed all its pre-opening obligations and franchisee is open for business.”

AREA REPRESENTATIVE:

FRANCHISOR:  
ATAX LLC d/b/a ATAX

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

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

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

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

**ILLINOIS ADDENDUM  
TO THE AREA REPRESENTATIVE AGREEMENT**

If any of the terms of the Area Representative Agreement are inconsistent with the terms below, the terms below control.

1. Illinois law governs the Area Representative Agreement.
2. In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in an Area Representative Agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, an Area Representative Agreement may provide for arbitration to take place outside of Illinois.
3. Franchisee rights upon termination and non-renewal are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.
4. In conformance with Section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.
5. The Area Representative Agreement is modified to also provide that we defer collection of all initial fees until we have satisfied our pre-opening obligations to you and you have commenced doing business under the Area Representative Agreement. The Illinois Attorney General's Office imposed this deferral requirement due to our financial condition.

AREA REPRESENTATIVE:

FRANCHISOR:

ATAX LLC d/b/a ATAX

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

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

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

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

**MARYLAND ADDENDUM  
TO THE AREA REPRESENTATIVE AGREEMENT**

If any of the terms of the Area Representative Agreement are inconsistent with the terms below, the terms below control.

1. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

2. This Area Representative Agreement provides that disputes are resolved through arbitration. A Maryland franchise regulation states that it is an unfair or deceptive practice to require a franchisee to waive its right to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable.

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

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

AREA REPRESENTATIVE:

FRANCHISOR:

ATAX LLC d/b/a ATAX

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

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

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

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

**MINNESOTA ADDENDUM  
TO THE AREA REPRESENTATIVE AGREEMENT**

If any of the terms of the Area Representative Agreement are inconsistent with the terms below, the terms below control.

- Minn. Stat. §80C.21 and Minn. Rule 2860.4400(J) prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the Area Representative to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreements can abrogate or reduce (1) any of the Area Representative's rights as provided for in Minnesota Statutes, Chapter 80C, or (2) Area Representative's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.
- With respect to franchises governed by Minnesota law, the franchisor will comply with Minn. Stat. Sec. 80C.14 Subds. 3, 4, and 5 which require (except in certain specified cases), that an Area Representative be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the Area Representative Agreement and that consent to the transfer of the franchise will not be unreasonably withheld.
- The franchisor will protect the Area Representative's rights to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify the Area Representative from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name.

Minnesota considers it unfair to not protect the Area Representative's right to use the trademarks. Refer to Minnesota Statutes 80C.12, Subd. 1(g).

- Minnesota Rules 2860.4400(D) prohibits a franchisor from requiring an Area Representative to assent to a general release.
- The Area Representative cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minn. Rules 2860.4400J.

Also, a court will determine if a bond is required.

Any Limitations of Claims section must comply with Minnesota Statutes, Section 80C.17, Subd. 5.

AREA REPRESENTATIVE:

FRANCHISOR:  
ATAX LLC d/b/a ATAX

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

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

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

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

**RHODE ISLAND ADDENDUM  
TO THE AREA REPRESENTATIVE AGREEMENT**

If any of the terms of the Area Representative Agreement are inconsistent with the terms below, the terms below control.

1. If the Area Representative Agreement contains any provisions that conflict with the Rhode Island Franchise Investment Act, the provisions of this Addendum shall prevail to the extent of such conflict.

2. Any provision in the Area Representative Agreement restricting jurisdiction or venue to a forum outside of Rhode Island is void with respect to a claim otherwise enforceable under the Rhode Island Franchise Investment Act.

3. Any provision in the Area Representative Agreement requiring the application of the laws of a state other than Rhode Island is void with respect to a claim otherwise enforceable under the Rhode Island Franchise Investment Act.

4. The Rhode Island Franchise Investment Act stipulates that you cannot release or waive any rights granted under this Act. Any provision of this Area Representative Agreement, which constitutes a waiver of rights granted under the Act, is superseded.

5. You will bring any claim against us, including our present and former employees and agents, which in any way relates to or arises out of this Agreement, or any of the dealings of the parties hereto, solely in arbitration before the American Arbitration Association.

AREA REPRESENTATIVE:

FRANCHISOR:

ATAX LLC d/b/a ATAX

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

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

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

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

**VIRGINIA ADDENDUM  
TO THE AREA REPRESENTATIVE AGREEMENT**

If any of the terms of the Area Representative Agreement are inconsistent with the terms below, the terms below control.

The Area Representative Agreement is modified to also provide: “The Virginia State Corporation Commission’s Division of Securities and Retail Franchising requires us to defer payment of the initial franchise fee and other initial payments owed by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the franchise agreement.”

AREA REPRESENTATIVE:

FRANCHISOR:  
ATAX LLC d/b/a ATAX

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

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

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

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



## **WASHINGTON ADDENDUM TO THE AREA REPRESENTATIVE AGREEMENT**

If any of the terms of the Area Representative Agreement are inconsistent with the terms below, the terms below control.

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

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

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

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

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

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

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

The undersigned does hereby acknowledge receipt of this addendum.

AREA REPRESENTATIVE:

FRANCHISOR:  
ATAX LLC d/b/a ATAX

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

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

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

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

**WISCONSIN ADDENDUM  
TO THE AREA REPRESENTATIVE AGREEMENT**

If any of the terms of the Area Representative Agreement are inconsistent with the terms below, the terms below control.

1. If the Area Representative Agreement contains any provision that conflict with the Wisconsin Fair Dealership Law, the provisions of this Addendum shall prevail to the extent of such conflict.
2. The Area Representative Agreement is amended to also include the following language:

With respect to franchises governed by Wisconsin law, the Wisconsin Fair Dealership Law applies to most, if not all, Area Representative Agreements and prohibits the termination, cancellation, non-renewal or the substantial change of the competitive circumstances of a dealership agreement without good cause. That Law further provides that 90 days' prior written notice of a proposed termination, etc. must be given to the dealer. The dealer has 60 days to cure the deficiency and if the deficiency is cured, the notice is void.

AREA REPRESENTATIVE:

FRANCHISOR:  
ATAX LLC d/b/a ATAX

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

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

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

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

**EXHIBIT C**

**LIST OF STATE ADMINISTRATORS AND REGISTERED AGENTS**

<b>State</b>	<b>State Administrator</b>	<b>Agent for Service of Process</b>
<b>California</b>	<p>Department of Financial Protection and Innovation 320 West 4th Street Los Angeles, CA 90013</p> <p>2101 Arena Boulevard Sacramento, CA 95834 (866) 275-2677</p>	<p>Commissioner of Financial Protection and Innovation Department of Financial Protection and Innovation 320 West 4th Street Los Angeles, CA 90013</p>
<b>Connecticut</b>	<p>The Banking Commissioner The Department of Banking, Securities and Business Investment Division 260 Constitution Plaza Hartford, CT 06103-1800 Phone Number (860) 240-8299</p>	<p>The Banking Commissioner The Department of Banking, Securities and Business Investment Division 260 Constitution Plaza Hartford, CT 06103-1800 Phone Number (860) 240-8299</p>
<b>Hawaii</b>	<p>Commissioner of Securities of the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, HI 96813 (808) 586-2722</p>	<p>Commissioner of Securities of the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, HI 96813</p>
<b>Illinois</b>	<p>Office of Attorney General Franchise Division 500 South Second Street Charlottesville, IL 62706 (217) 782-4465</p>	<p>Illinois Attorney General Office of Attorney General Franchise Division 500 South Second Street Charlottesville, IL 62706</p>
<b>Indiana</b>	<p>Secretary of State, Securities Division 302 West Washington Street, Room E-111 Indianapolis, IN 46204 (317) 232-6681</p>	<p>Secretary of State, Securities Division West Washington Street, Room E-111 Indianapolis, IN 46204</p>
<b>Kentucky</b>	<p>Kentucky Attorney General 700 Capitol Avenue Frankfort, Kentucky 40601-3449 (502) 696-5300</p>	

<b>Maryland</b>	Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, MD 21202 (410) 576-6360	Maryland Securities Commissioner 200 St. Paul Place Baltimore, MD 21202-2020
<b>Michigan</b>	Department of Attorney General Consumer Protection Division – Franchise Unit 525 W. Ottawa Street G. Mennen Building Lansing, MI 48913 (517) 373-7117	Department of Attorney General 525 W. Ottawa Street G. Mennen Building Lansing, MI 48913
<b>Minnesota</b>	Minnesota Commissioner of Commerce 85 7 <sup>th</sup> Place East, Suite 280 St. Paul, MN 55101-2198 (651) 539-1500	Minnesota Commissioner of Commerce 85 7th Place East, Suite 280 St. Paul, MN 55101-2198
<b>Nebraska</b>	Nebraska Department of Banking and Finance 1200 N Street-Suite 311 Post Office Box 95006 Lincoln, Nebraska 68509 (402) 471-3445	
<b>New York</b>	NYS Department of Law Investor Protection Bureau 28 Liberty St. 21 <sup>st</sup> Floor New York, NY 10005 212-416-8222 Phone	New York Department of State One Commerce Plaza 99 Washington Avenue, 6th Floor Albany, New York 12231-0001 (518) 473-2492 Phone
<b>North Dakota</b>	Securities Commissioner North Dakota Securities Department 600 East Boulevard Avenue State Capital, Fifth Floor, Dept. 414 Bismarck, ND 58505-0510 (701) 328-4712	Securities Commissioner North Dakota Securities Department 600 East Boulevard Avenue State Capital, Fifth Floor, Dept. 414 Bismarck, ND 58505-0510
<b>Rhode Island</b>	Department of Business Regulation Securities Division John O. Pastore Complex 1511 Pontiac Avenue, Bldg. 69-1 Cranston, RI 02920 (401) 462-9588	Department of Business Regulation Securities Division John O. Pastore Complex 1511 Pontiac Avenue, Bldg. 69-1 Cranston, RI 02920 (401) 462-9588
<b>South Dakota</b>	Division of Insurance Securities Regulation 124 South Euclid, Suite 104	Division of Insurance Securities Regulation 124 South Euclid, Suite 104

	Pierre, SD 57501 (605) 773-3563	Pierre, SD 57501
<b>Texas</b>	Secretary of State Statutory Document Section P.O. Box 12887 Austin, TX 78711 (512) 475-1769	
<b>Utah</b>	Department of Commerce Division of Consumer Protection 160 East 300 South Salt Lake City, Utah 84111-0804 (801) 530-6601	
<b>Virginia</b>	State Corporation Commission Division of Securities and Retail Franchising 1300 E. Main Street Richmond, VA 23219 (804) 371-9051	Clerk of the State Corporation Commission 1300 East Main Street, 1st Floor Richmond, VA 23219
<b>Washington</b>	Department of Financial Institutions Securities Division P.O. Box 9033 Olympia, WA 98507 (360) 902-8760	Securities Administrator Washington State Department of Financial Institutions 150 Israel Rd., SW Tumwater, WA 98501
<b>Wisconsin</b>	Wisconsin Department of Financial Institutions 345 West Washington Avenue Madison, WI 53703 (608) 266-8557	Wisconsin Department of Financial Institutions 345 West Washington Avenue Madison, WI 53703

**EXHIBIT D**

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## EXHIBIT E-1

### LIST OF AREA REPRESENTATIVES

The following is a list of the names of all Area Representatives and the address and telephone number of each of their outlets as of the end of our most recently completed fiscal year, December 31, 2022.

Franchisee	Email	Phone	State
Medmonholdings LLC	emedina@atax.com	303-870-6150	CO
EMM Opportunity Fund Inc	emcdowell@atax.com	856-278-2540	FL
Tax Authority LLC	kleese@atax.com	609-254-1040	FL
Magno Corp	mmagno@atax.com	315-292-7276	FL
JAR Development Inc	respinoza@atax.com	813-464-4637	FL
Progress Mode Inc	Cgallo@atax.com	4079564395	FL
Steve Burnett Area Rep LLC	sburnett@atax.com	904-608-9509	FL
National Tax Group Inc.	alexreed@usa.com & strather.dupree@gmail.com	(305) 582-4190 & (772) 519-3592	FL
S Nelson Group LLC	snelson@atax.com	912-977-7945	GA
US Financial Enterprises Corporation	lmiranda@atax.com; jsandoval@atax.com	708-257-5473	IL
New England Tax Services Inc.	erniecintron.enbs@gmail.com	603-318-9116	MA
New England Tax Services Inc.	erniecintron.enbs@gmail.com	603-318-9116	NH
Burgos and Diaz Group Inc	jburgos@atax.com	347-339-7003	NJ
Tax Authority LLC	kleese@atax.com	609-254-1040	NJ
AJM Financial Group LLC	egriego18@gmail.com	(661) 728-7030	NV
SV Business Services Inc.	svargas@atax.com	917-523-4734	NY
Toasa Business Services LLC	dtoasa@atax.com	646-321-1356	NY
Occena Tax and Business Solutions LLC	Dsuazo@atax.com	914-481-7272	NY
NYC Developers LLC	ymarte@atax.com	646-467-1827	NY



Eric Broslaw, Sole Proprietor	beach2hills0716@gmail.com; ebroslaw@atax.com	8459450327	NY
Luis Rios, Sole Proprietor	luisr1117@gmail.com	8452832634	NY
SAA INFINITE HOLDINGS CORP.	saainfiniteholdings@gmail.com; vmoran@atax.com	9175234734	NY
SV Business Services Inc.	svargas@atax.com	718-456-8428	NY
Mailbox Checks Corp	ny@theinspectionboys.com	631-831-4077	NY
Pension Maxima Investment Advisory, Inc.	bonnie@pensionmaxima.com	626-216-7483	NY
Tax Authority LLC	kleese@atax.com	609-254-1040	PA
Zion Nation Enterprises LLC	pmartinez@clchq.org & kmartinez@atax.com	(407) 953-5310 & (407) 953-5854	PR
Michael Levesque, Sole Proprietor	mlevesque@atax.com	(401)261-0147	RI
SCTax Authority LLC	kleese@atax.com	(609) 254-1040	SC
Loyalty Op Fund	jack.seal@atax.com	757-406-6699	TX
DRZS Enterprises LLC	dsable@atax.com	757-641-4394	VA

**Area Representative Agreement Signed But Outlet Not Yet Open (as of 12/31/2022):**

**None**

## EXHIBIT E-2

### **LIST OF AREA REPRESENTATIVES, WHO HAD AN OUTLET TERMINATED, CANCELLED, NOT RENEWED OR OTHERWISE CEASED TO DO BUSINESS.**

The following is a list of Area Representatives who had an outlet terminated, cancelled, not renewed or otherwise ceased to do business under the Area Representative Agreement during the most recently completed fiscal year or who had not communicated with us within ten weeks of the date of the disclosure document issuance date. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

DRZS Enterprises LLC*	dsable@atax.com	757-641-4394
AJM Financial Group LLC*	egriego18@gmail.com	(661) 728-7030

\*These Area Representatives ceased to do operations for other reasons in their prior state and transferred their Territory to a new state:

## **EXHIBIT F**

### **FINANCIAL STATEMENTS**

The following statement applies to the unaudited portion of the financial statements which follow:

THESE FINANCIAL STATEMENTS HAVE BEEN PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES OR SELLERS OF FRANCHISES SHOULD BE ADVISED THAT NO INDEPENDENT CERTIFIED PUBLIC ACCOUNTANT HAS AUDITED THESE FIGURES OR EXPRESSED AN OPINION WITH REGARD TO THEIR CONTENT OR FORM.

ATAX, LLC

FINANCIAL STATEMENTS

YEARS ENDED DECEMBER 31, 2022 AND 2021



**ATAX, LLC**  
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## Independent Auditor's Report

To Members of  
ATAX, LLC  
Virginia Beach, Virginia

### **Opinion**

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

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

### ***Basis for Opinion***

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

### ***Responsibilities of Management for the Financial Statements***

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America, 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 ATAX 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 auditing standards generally accepted in the United States of America will always detect a material misstatement when it exists.

### ***Auditor's Responsibilities for the Audit of the Financial Statements (Continued)***

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, including omissions, are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with auditing standards generally accepted in the United States of America, 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 ATAX 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 ATAX 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.

### ***Report on Supplementary Information***

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The Schedules of Selling, General and Administrative Expenses is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

*Bernard Robinson & Company, L.L.P.*

Greensboro, North Carolina  
March 29, 2023

**ATAX, LLC**  
**Balance Sheets**  
**December 31, 2022 and 2021**

	<u>Assets</u>	
	<u>2022</u>	<u>2021</u>
Current Assets:		
Cash and cash equivalents	\$ 181,469	\$ 1,065,943
Accounts receivable	23,537	50,000
Notes receivable, current	2,399,871	1,707,283
Total Current Assets	<u>2,604,877</u>	<u>2,823,226</u>
Noncurrent Assets:		
Notes receivable, less current portion	3,877,259	3,977,132
Due from related parties	2,784,353	2,120,647
Goodwill, net	336,216	387,612
Intangible assets, net	309,119	397,839
Other assets	-	6,500
Total Noncurrent Assets	<u>7,306,947</u>	<u>6,889,730</u>
Total Assets	<u>\$ 9,911,824</u>	<u>\$ 9,712,956</u>
	<u>Liabilities and Members' Equity</u>	
Current Liabilities:		
Accounts payable	\$ 41,988	\$ -
Accrued expenses	67,490	66,666
Due to franchisees	111,211	108,151
Paycheck protection program loan, current	8,684	121,860
Due to related parties	318,300	247,634
Deferred revenue, current	875,042	751,727
Total Current Liabilities	<u>1,422,715</u>	<u>1,296,038</u>
Non-Current Liabilities:		
Accrued expenses, less current portion	192,000	256,000
Deferred revenue, less current portion	6,339,306	6,074,643
Total Non-Current Liabilities	<u>6,531,306</u>	<u>6,330,643</u>
Total Liabilities	<u>7,954,021</u>	<u>7,626,681</u>
Members' Equity:		
Members' equity	1,957,803	2,086,275
Total Members' Equity	<u>1,957,803</u>	<u>2,086,275</u>
Total Liabilities and Members' Equity	<u>\$ 9,911,824</u>	<u>\$ 9,712,956</u>



**ATAX, LLC**  
**Statements of Operations**  
**For the Years Ended December 31, 2022 and 2021**

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	<u>2022</u>	<u>2021</u>
Revenue:		
Royalty fees	\$ 1,084,390	\$ 860,477
Franchise fees and area representative sales	770,046	770,657
Referral fees	205,673	96,666
Other income	2,392	-
Total revenue	<u>2,062,501</u>	<u>1,727,800</u>
Operating expenses:		
Selling, general and administrative	2,335,818	2,940,651
Amortization	140,116	180,741
Total operating expenses	<u>2,475,934</u>	<u>3,121,392</u>
Other (income) expense:		
Interest income	(383,417)	(303,745)
Interest expense	1,379	2,915
Other income	-	(23,661)
Other expenses	97,077	30
Total other (income) expense	<u>(284,961)</u>	<u>(324,461)</u>
Net loss	<u>\$ (128,472)</u>	<u>\$ (1,069,131)</u>

**ATAX, LLC**  
**Statements of Changes in Members' Equity**  
**For the Years Ended December 31, 2022 and 2021**

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Members' deficit, January 1, 2021	\$ (844,594)
Contributions	4,000,000
Net loss	<u>(1,069,131)</u>
Members' equity, December 31, 2021	2,086,275
Net loss	<u>(128,472)</u>
Members' equity, December 31, 2022	<u><u>\$ 1,957,803</u></u>

**ATAX, LLC**  
**Statements of Cash Flow**  
**For the Years Ended December 31, 2022 and 2021**

	<u>2022</u>	<u>2021</u>
Cash flows from operating activities:		
Net loss	\$ (128,472)	\$ (1,069,131)
Adjustments to reconcile net loss to net cash used in operating activities:		
Depreciation expense		
Amortization expense	140,116	180,741
Accrued interest income	(383,417)	(303,745)
Bad debt expense	319,580	(314,999)
(Increase) decrease in:		
Accounts receivable	26,463	(19,044)
Other assets	6,500	-
Increase (decrease) in:		
Accounts payable	41,988	-
Accrued expenses	(63,176)	299,838
Due to franchisees	(10,807)	102,923
Deferred revenue	(525,262)	(448,560)
Net cash used in operating activities	<u>(576,487)</u>	<u>(1,571,977)</u>
Cash flows from investing activities:		
(Advances to) borrowings from related parties	(593,040)	(2,052,770)
Repayments of notes receivables	398,229	726,012
Net cash used in investing activities	<u>(194,811)</u>	<u>(1,326,758)</u>
Cash flows from financing activities:		
Proceeds (payments) for paycheck protection program loan	(113,176)	(57,740)
Member contributions	-	4,000,000
Net cash provided by (used in) financing activities	<u>(113,176)</u>	<u>3,942,260</u>
Net increase (decrease) in cash	(884,474)	1,043,525
Cash and cash equivalents, beginning of year	1,065,943	22,418
Cash and cash equivalents, end of year	<u>\$ 181,469</u>	<u>\$ 1,065,943</u>
Supplemental disclosure of noncash investing and financing activities:		
Issuance of notes receivable for area rep and franchise purchases	<u>\$ 1,675,907</u>	<u>\$ 2,183,564</u>

**NOTE 1 - NATURE OF ACTIVITIES AND SIGNIFICANT ACCOUNTING POLICIES**

**Nature of Activities**

ATAX LLC ("ATAX" or the "Company") is a limited liability company, organized by the Commonwealth of Virginia on October 30, 2019. The Company is primarily engaged in the business of franchising ATAX Tax Preparation and Business Services, which provides Latino tax services and related Hispanic support. The Company franchises the intellectual property, which are the basic attributes of the franchised operations.

A summary of the Company's significant accounting policies follows:

**Basis of Preparation**

The financial statements are prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America.

**Cash and Cash Equivalents**

The Company includes all financial instruments which are not subject to withdrawal restrictions or penalties with a maturity of three months or less as cash and cash equivalents.

**Accounts Receivable**

Accounts receivable are uncollateralized, non-interest-bearing obligations due under the terms of franchising agreements and requiring payment within 30 days. Management determines the allowance for doubtful accounts by regularly evaluating individual franchisee accounts receivable balances that the Company specifically knows may be uncollectible. In making such determination, the Company also considers the franchisee's financial condition, credit history and current economic conditions. Accounts receivable are written off when deemed uncollectible. Recoveries of accounts receivable previously written off are recorded when received. Management has determined all accounts receivable are collectible and therefore there is no allowance for doubtful accounts as of December 31, 2022 and 2021.

**Goodwill and Intangible Assets**

Intangible assets consist of goodwill, franchise contract rights, non-compete agreements, and trademarks. Intangible assets, other than goodwill, are amortized over the useful life of the respective asset using the straight-line method. All intangible assets are measured for impairment at each reporting period. Intangible assets considered impaired are written down to estimated fair value, which becomes the new carrying value.

Goodwill consists of the excess fair value of purchase considerations over the fair values of identifiable assets and liabilities. The Company follows the provisions of Accounting Standards, *Intangibles - Goodwill and - Other* (Topic 350): Accounting for Goodwill, which provides an alternative to accounting for goodwill for private companies. The alternative allows an entity to amortize goodwill over a period not to exceed 10 years. An entity that elects the alternative is also required to make an election to test goodwill for impairment at the entity level or the reporting unit level. Under the alternative, goodwill is tested for impairment only when a triggering event occurs or circumstances change that indicate that the fair value of the entity (or reporting unit) may be less than its carrying amount.

NOTE 1 - NATURE OF ACTIVITIES AND SIGNIFICANT ACCOUNTING POLICIES (Continued)

**Revenue Recognition**

The Company generates revenue from three primary sources: (1) franchise fees and area representative sales, (2) royalty fees generated from franchisees and (3) referral fees earned from vendors.

The Company offers Franchise Agreements and Area Representative Sales Agreements ("ARA's") for the right to operate an ATAX outlet or to develop ATAX locations in a designated area. The Company recognizes revenue from the sale of franchise and ADA's agreements over time upon satisfaction of applicable performance obligations over the life of the agreement which is typically 10 years.

To license the use of the Company's brand, each franchisee enters into a franchise agreement that includes a monthly royalty fee based on a percentage of each franchisee's gross revenue (as outlined in the executed franchise agreement). Management has determined that the Company has a right to the monthly royalty fees from the franchisee as daily performance obligations have been completed pursuant to the Franchise Agreement. Revenue is therefore recognized at a point in time on the basis of when the franchise generates gross receipts and at which point the royalty fee and advertising fees are due and payable.

The Company also generates revenue for referring certain vendors to its franchisees. Referral fee revenue arrangements vary by vendor and the underlying revenues are generally earned at a point in time commensurate with when the franchisee enrolls with the vendor.

**Income Tax Status**

The Company is taxed as a limited liability company for federal and state income tax purposes. Accordingly, no provision for income tax is reflected in the financial statements, as it is the responsibility of the members to report their respective share of income or loss and other tax attributes on their income tax returns.

It is the Company's policy to evaluate all tax positions to identify any that may be considered uncertain. All identified material tax positions are assessed and measured by a more-likely-than-not threshold to determine if the tax position is uncertain and what, if any, the effect of the uncertain tax position may have on the financial statements. No material uncertain tax positions were identified during 2022 or 2021.

**Advertising Costs**

The Company expenses advertising costs as they are incurred.

**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 revenue and expenses during the reporting period. Actual results could differ from those estimates.

**ATAX, LLC**  
**Notes to Financial Statement**

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NOTE 1 - NATURE OF ACTIVITIES AND SIGNIFICANT ACCOUNTING POLICIES (Continued)

**Subsequent Events**

The Company has evaluated events and transactions for potential recognition or disclosure through March 29, 2023, which is the date the financial statements were available to be issued.

NOTE 2 - GOODWILL AND INTANGIBLE ASSETS

On July 15, 2019, the Company acquired goodwill and intangible assets of ATAX Franchise, Inc., ATAX Software Solutions, Inc. and ATAX Cloud Bookkeeping, Inc. for a membership interest valued at \$1,300,000.

	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount
Goodwill	\$ 513,961	\$ 177,745	\$ 336,216
Franchise contract rights (7 years)	\$ 586,039	\$ 309,628	\$ 276,411
Non-compete agreements (2 years)	150,000	150,000	-
Trademarks (10 years)	50,000	17,292	32,708
	<u>\$ 786,039</u>	<u>\$ 476,920</u>	<u>\$ 309,119</u>

Amortization expenses related to intangible assets was \$140,116 and \$180,741 for the years ended December 31, 2022 and 2021, respectively.

Estimated future amortization expense on goodwill and intangible assets is as follows for the next five years and thereafter for the years ended December 31:

	Goodwill	Intangible Assets	Net Carrying Total
2023	\$ 51,396	\$ 88,720	\$ 140,116
2024	51,396	88,720	140,116
2025	51,396	88,720	140,116
2026	51,396	30,252	81,648
2027	51,396	5,000	56,396
Thereafter	79,236	7,707	86,943
	<u>\$ 336,216</u>	<u>\$ 309,119</u>	<u>\$ 645,335</u>

NOTE 3 - NOTES RECEIVABLE

The Company enters into notes receivable with its area representatives and franchisees in order to fund their initial purchase as well as provide them with working capital loans. Promissory notes bear interest up to 12% and are due in various periods through April 2032.

**ATAX, LLC**  
**Notes to Financial Statement**

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NOTE 3 - NOTES RECEIVABLE (Continued)

Amounts due as of December 31 are as follows:

	<u>2022</u>	<u>2021</u>
Notes receivable, current	<b>\$ 1,886,589</b>	\$ 1,570,047
Accrued interest, current	<b>513,282</b>	137,236
	<b>2,399,871</b>	1,707,283
Notes receivable, noncurrent	<b>3,877,259</b>	3,977,132
	<b><u>\$ 6,277,130</u></b>	<b><u>\$ 5,684,415</u></b>

NOTE 4 - PAYCHECK PROTECTION PROGRAM LOAN

On April 22, 2020, the Company obtained an unsecured promissory note for \$179,600 through the Paycheck Protection Program ("PPP") established under the CARES Act and administered by the U.S. Small Business Administration. Monthly payments totaling \$10,109, including interest at 1% per annum, are due until maturity at which time all unpaid principal and all accrued interest are due. The balance due of \$8,684 is shown as a current liability in the accompany balance sheets as of December 31, 2022.

NOTE 5 - RELATED PARTY TRANSACTIONS

In prior years, the Company sold area representative rights to Loyalty Opportunity Zone Incorporated ("Loyalty Zone"), a related party under common control, in the amount of \$1,050,000, which provide for area representative rights to eighty territories for a term of 10 years. Franchise fees and area representative sales for the years ended December 31, 2022 and 2021 include approximately \$105,000 and \$85,000, respectively, for all rights related to Loyalty Zone. As of December 31, 2022 and 2021, deferred revenue includes approximately \$764,000 and \$869,000, respectively, related to all sales of area representative rights to Loyalty Zone.

Additionally, during the ordinary course of business, the Company enters into certain transactions with related parties substantially due to short term advances and cost reimbursements. The Company had related party transactions recorded in the financial statements in the following amounts as of December 31:

	<u>2022</u>	<u>2021</u>
<u>Due from related parties</u>		
Loyalty LLC	<b>\$ 2,382,813</b>	\$ 1,990,647
Loyalty Franchising	<b>73,540</b>	60,000
Zoomin Groomin	<b>162,000</b>	20,000
Loyalty Business Services, LLC	<b>155,000</b>	50,000
Others	<b>11,000</b>	-
	<b><u>\$ 2,784,353</u></b>	<b><u>\$ 2,120,647</u></b>

**ATAX, LLC**  
**Notes to Financial Statement**

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NOTE 5 - RELATED PARTY TRANSACTIONS (Continued)

	<u>2022</u>	<u>2021</u>
<u>Due to related parties</u>		
Loyalty LLC	\$ -	\$ 107,634
Loyalty Franchising	<b>31,000</b>	-
Loyalty Opportunity Zone Incorporated	<b>88,300</b>	20,000
Zoomin Groomin	<b>190,000</b>	120,000
Others	<b>9,000</b>	
	<u><b>\$ 318,300</b></u>	<u><b>\$ 247,634</b></u>

NOTE 6 - DEFERRED LICENSE AND FRANCHISE FEES AND COSTS (CONTRACT LIABILITIES)

In accordance with ASC 606, an initial franchise and area representative fee received and the costs directly related to that fee are recorded as revenues and expenses when management has determined that all performance obligations have been satisfactorily completed. Fees received and the direct costs incurred prior to the recognition of the revenue and expense, are recorded as deferred income and deferred expenses until the satisfaction of those performance obligations. Deferred fee income and expenses as of December 31 were as follows:

	<u>2022</u>	<u>2021</u>
Deferred initial franchise fees	<b>\$ 925,854</b>	\$ 803,925
Deferred area representative fees	<b>6,288,494</b>	6,022,445
	<u><b>\$ 7,214,348</b></u>	<u><b>\$ 6,826,370</b></u>

NOTE 7 - UNIT OPTION PLAN

The Company's operating agreement provides for the adoption of a Unit Option Plan (the "Plan") upon approval by the Company's Board of Directors. The Plan, once adopted, provides for the issuance of up to 125,000 options at the discretion of the Board of Directors and subject to the execution of an agreement between the Company and the award recipient. As of December 31, 2022, the Company has approved 40,000 options to be issued upon approval of the Plan. These options, once issued, have a 10-year life and will vest over a five-year period from the date of grant. The Company has not recorded compensation expense related to these conditional awards during the years ended December 31, 2022 and 2021.

NOTE 8 - CONCENTRATIONS OF CREDIT RISK

The Company maintains its cash in financial institutions insured by the Federal Deposit Insurance Corporation. Deposit accounts, at times, may exceed federally insured limits.



NOTE 9 - SETTLEMENT AGREEMENT

The Company was involved in legal proceedings which were settled as of December 31, 2021. Terms of the settlement agreement required the Company to close certain ATAX locations as well as pay the Plaintiff a total of \$545,000, with \$225,000 being paid by December 31, 2021 and \$64,000 annually through December 31, 2026. As of December 31, 2022 and 2021, the balance due under the settlement agreement was \$256,000 and \$320,000, respectively, which is recorded in accrued expenses in the accompanying balance sheets.

**ATAX, LLC****Schedules of Selling, General and Administrative Expenses  
For the Years Ended December 31, 2021 and 2020**

	<u>2022</u>	<u>2021</u>
Payroll and related costs	\$ 476,119	\$ 447,092
Legal and settlement expense	94,793	795,427
Advertising and promotion	246,902	580,047
Corporate overhead expense	623,445	-
Repairs	5,137	-
Connectivity and technology	145,238	261,852
Consultants	139,692	142,920
Professional fees	64,378	157,299
Rent	10,750	39,000
Travel	60,273	61,357
Puerto Rico expense	25,044	-
Insurance	9,514	45,012
Office and meeting expense	35,375	19,316
Meals and entertainment	20,973	13,469
Other operating expenses	2,956	4,743
Bad debt expense	319,580	314,999
Annual convention	40,345	44,118
Referral fees	15,304	14,000
Total selling, general and administrative expenses	<u>\$ 2,335,818</u>	<u>\$ 2,940,651</u>

ATAX, LLC

FINANCIAL STATEMENTS

YEARS ENDED DECEMBER 31, 2021 AND 2020



**ATAX, LLC**  
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## **Independent Auditor's Report**

To Members of  
ATAX, LLC  
Virginia Beach, Virginia

### **Opinion**

We have audited the accompanying financial statements of ATAX, LLC (a limited liability company), which comprise the balance sheet as of December 31, 2021, and the related statements of operations, changes in members' equity (deficit), and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the 2021 financial statements referred to above present fairly, in all material respects, the financial position of ATAX LLC as of December 31, 2021, and its results of operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

### ***Basis for Opinion***

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

### ***Prior Period Financial Statements***

The financial statements of ATAX LLC as of December 31, 2020 were audited by other auditors whose report dated May 10, 2021 expressed an unmodified opinion on those statements.

### ***Responsibilities of Management for the Financial Statements***

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America, 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 ATAX 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 auditing standards generally accepted in the United States of America 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, including omissions, are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with auditing standards generally accepted in the United States of America, 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 ATAX 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 ATAX 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.

***Report on Supplementary Information***

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The 2021 Schedule of Selling, General and Administrative Expenses is presented for the purpose of additional analysis and is not a required part of the financial basic statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, such information is fairly stated in all material respects in relation to the financial statements as a whole. The 2020 Schedule of Selling, General and Administrative Expenses was subjected to the auditing procedures applied in the 2020 audit of the basic financial statements by other auditors, whose report on such information stated that it was fairly stated in all material respects in relation to the 2020 financial statements as a whole.

*Bernard Robinson & Company, L.L.P.*

Greensboro, North Carolina  
April 4, 2022

**ATAX, LLC**  
**Balance Sheets**  
**December 31, 2021 and 2020**

	<u>Assets</u>	
	<u>2021</u>	<u>2020</u>
Current Assets:		
Cash and cash equivalents	\$ 1,065,943	\$ 22,418
Accounts receivable	50,000	30,956
Notes receivable, current	1,707,283	832,542
Total Current Assets	<u>2,823,226</u>	<u>885,916</u>
Noncurrent Assets:		
Notes receivable, less current portion	3,977,132	4,743,024
Due from related parties	2,120,647	-
Goodwill, net	387,612	439,008
Intangible assets, net	397,839	527,184
Other assets	6,500	6,500
Total Noncurrent Assets	<u>6,889,730</u>	<u>5,715,716</u>
Total Assets	<u>\$ 9,712,956</u>	<u>\$ 6,601,632</u>
<b><u>Liabilities and Members' Equity (Deficit)</u></b>		
Current Liabilities:		
Accrued expenses	\$ 66,666	\$ 22,828
Due to franchisees	108,151	5,228
Paycheck protection program loan, current	121,860	47,613
Due to related parties	247,634	179,757
Deferred revenue, current	751,727	731,500
Total Current Liabilities	<u>1,296,038</u>	<u>986,926</u>
Non-Current Liabilities:		
Paycheck protection program loan, less current portion	-	131,987
Accrued expenses, less current portion	256,000	-
Deferred revenue, less current portion	6,074,643	6,327,313
Total Non-Current Liabilities	<u>6,330,643</u>	<u>6,459,300</u>
Total Liabilities	<u>7,626,681</u>	<u>7,446,226</u>
Members' Equity (Deficit):		
Members' equity (deficit)	2,086,275	(844,594)
Total Members' Equity (Deficit)	<u>2,086,275</u>	<u>(844,594)</u>
Total Liabilities and Members' Equity (Deficit)	<u>\$ 9,712,956</u>	<u>\$ 6,601,632</u>



**ATAX, LLC**  
**Statements of Operations**  
**For the Years Ended December 31, 2021 and 2020**

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	<u>2021</u>	<u>2020</u>
Revenue:		
Royalty fees	\$ 860,477	\$ 642,047
Franchise fees and area representative sales	770,657	280,355
Referral fees	96,666	80,730
Other income	-	12,475
Total revenue	<u>1,727,800</u>	<u>1,015,607</u>
Operating expenses:		
Selling, general and administrative	2,940,651	1,726,794
Amortization	180,741	227,976
Total operating expenses	<u>3,121,392</u>	<u>1,954,770</u>
Other (income) expense:		
Interest income	(303,745)	(115,607)
Interest expense	2,915	-
Other income	(23,661)	-
Other expenses	30	11,859
Total other (income) expense	<u>(324,461)</u>	<u>(103,748)</u>
Net loss	<u>\$ (1,069,131)</u>	<u>\$ (835,415)</u>

**ATAX, LLC**  
**Statements of Changes in Members' Equity (Deficit)**  
**For the Years Ended December 31, 2021 and 2020**

---

Members' deficit, January 1, 2020	\$ (9,179)
Net loss	<u>(835,415)</u>
Members' deficit, December 31, 2020	(844,594)
Contributions	<b>4,000,000</b>
Net loss	<u><b>(1,069,131)</b></u>
Members' equity, December 31, 2021	<u><u><b>\$ 2,086,275</b></u></u>

**ATAX, LLC**  
**Statements of Cash Flow**  
**For the Years Ended December 31, 2021 and 2020**

	<u>2021</u>	<u>2020</u>
Cash flows from operating activities:		
Net loss	\$ (1,069,131)	\$ (835,415)
Adjustments to reconcile net loss to net cash provided by (used in) operating activities:		
Amortization expense	180,741	227,976
Accrued interest income	(303,745)	(115,607)
Bad debt expense	(314,999)	-
Commission expense applied against notes receivable	-	31,338
(Increase) decrease in:		
Accounts receivable	(19,044)	(26,928)
Other assets	-	13,750
Increase (decrease) in:		
Accrued expenses	299,838	(47,820)
Due to franchisees	102,923	5,228
Deferred revenue	(448,560)	1,459,679
Net cash provided by (used in) operating activities	<u>(1,571,977)</u>	<u>712,201</u>
Cash flows from investing activities:		
(Advances to) borrowings from related parties	(2,052,770)	(877,800)
Repayments of notes receivables	726,012	-
Issuance of notes receivable to related parties	-	(70,073)
Repayments of notes receivables to related parties	-	51,437
Net cash used in investing activities	<u>(1,326,758)</u>	<u>(896,436)</u>
Cash flows from financing activities:		
Proceeds (payments) for paycheck protection program loan	(57,740)	179,600
Member contributions	4,000,000	-
Net cash provided by financing activities	<u>3,942,260</u>	<u>179,600</u>
Net increase (decrease) in cash	1,043,525	(4,635)
Cash and cash equivalents, beginning of year	<u>22,418</u>	<u>27,053</u>
Cash and cash equivalents, end of year	<u>\$ 1,065,943</u>	<u>\$ 22,418</u>

NOTE 1 - NATURE OF ACTIVITIES AND SIGNIFICANT ACCOUNTING POLICIES

**Nature of Activities**

ATAX LLC ("ATAX" or the "Company") is a limited liability company, organized by the Commonwealth of Virginia on October 30, 2019. The Company is primarily engaged in the business of franchising ATAX Tax Preparation and Business Services, which provides Latino tax services and related Hispanic support. The Company franchises the intellectual property, which are the basic attributes of the franchised operations.

A summary of the Company's significant accounting policies follows:

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The financial statements are prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America.

**Cash and Cash Equivalents**

The Company includes all financial instruments which are not subject to withdrawal restrictions or penalties with a maturity of three months or less as cash and cash equivalents.

**Accounts Receivable**

Accounts receivable are uncollateralized, non-interest-bearing obligations due under the terms of franchising agreements and requiring payment within 30 days. Management determines the allowance for doubtful accounts by regularly evaluating individual franchisee accounts receivable balances that the Company specifically knows may be uncollectible. In making such determination, the Company also considers the franchisee's financial condition, credit history and current economic conditions. Accounts receivable are written off when deemed uncollectible. Recoveries of accounts receivable previously written off are recorded when received. Management has determined all accounts receivable are collectible and therefore there is no allowance for doubtful accounts as of December 31, 2021 and 2020.

**Goodwill and Intangible Assets**

Intangible assets consist of goodwill, franchise contract rights, non-compete agreements, and trademarks. Intangible assets, other than goodwill, are amortized over the useful life of the respective asset using the straight-line method. All intangible assets are measured for impairment at each reporting period. Intangible assets considered impaired are written down to estimated fair value, which becomes the new carrying value.

Goodwill consists of the excess fair value of purchase considerations over the fair values of identifiable assets and liabilities. The Company follows the provisions of Accounting Standards, *Intangibles - Goodwill and - Other* (Topic 350): Accounting for Goodwill, which provides an alternative to accounting for goodwill for private companies. The alternative allows an entity to amortize goodwill over a period not to exceed 10 years. An entity that elects the alternative is also required to make an election to test goodwill for impairment at the entity level or the reporting unit level. Under the alternative, goodwill is tested for impairment only when a triggering event occurs or circumstances change that indicate that the fair value of the entity (or reporting unit) may be less than its carrying amount.

NOTE 1 - NATURE OF ACTIVITIES AND SIGNIFICANT ACCOUNTING POLICIES (Continued)

**Revenue Recognition**

The Company generates revenue from three primary sources: (1) franchise fees and area representative sales, (2) royalty fees generated from franchisees and (3) referral fees earned from vendors.

The Company offers Franchise Agreements and Area Representative Sales Agreements ("ARA's") for the right to operate an ATAX outlet or to develop ATAX locations in a designated area. The Company recognizes revenue from the sale of franchise and ADA's agreements over time upon satisfaction of applicable performance obligations over the life of the agreement which is typically 10 years.

To license the use of the Company's brand, each franchisee enters into a franchise agreement that includes a monthly royalty fee based on a percentage of each franchisee's gross revenue (as outlined in the executed franchise agreement). Management has determined that the Company has a right to the monthly royalty fees from the franchisee as daily performance obligations have been completed pursuant to the Franchise Agreement. Revenue is therefore recognized at a point in time on the basis of when the franchise generates gross receipts and at which point the royalty fee and advertising fees are due and payable.

The Company also generates revenue for referring certain vendors to its franchisees. Referral fee revenue arrangements vary by vendor and the underlying revenues are generally earned at a point in time commensurate with when the franchisee enrolls with the vendor.

**Income Tax Status**

The Company is taxed as a limited liability company for federal and state income tax purposes. Accordingly, no provision for income tax is reflected in the financial statements, as it is the responsibility of the members to report their respective share of income or loss and other tax attributes on their income tax returns.

It is the Company's policy to evaluate all tax positions to identify any that may be considered uncertain. All identified material tax positions are assessed and measured by a more-likely-than-not threshold to determine if the tax position is uncertain and what, if any, the effect of the uncertain tax position may have on the financial statements. No material uncertain tax positions were identified during 2021 or 2020.

**Advertising Costs**

The Company expenses advertising costs as they are incurred.

**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 revenue and expenses during the reporting period. Actual results could differ from those estimates.

**ATAX, LLC**  
**Notes to Financial Statement**

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NOTE 1 - NATURE OF ACTIVITIES AND SIGNIFICANT ACCOUNTING POLICIES (Continued)

**Subsequent Events**

The Company has evaluated events and transactions for potential recognition or disclosure through April 4, 2022, which is the date the financial statements were available to be issued.

NOTE 2 - NOTES RECEIVABLE

The Company enters into notes receivable with its area representatives and franchisees in order to fund their initial purchase as well as provide them with working capital loans. Promissory notes bear interest up to 12% and are due in various periods through May 2028. Amounts due as of December 31 are as follows:

	<u>2021</u>	<u>2020</u>
Notes receivable, current	\$ 1,570,047	\$ 716,935
Accrued interest, current	137,236	115,607
	<u>1,707,283</u>	<u>832,542</u>
Notes receivable, noncurrent	3,977,132	4,743,024
	<u>\$ 5,684,415</u>	<u>\$ 5,575,566</u>

NOTE 3 - GOODWILL AND INTANGIBLE ASSETS

On July 15, 2019, the Company acquired goodwill and intangible assets of ATAX Franchise, Inc., ATAX Software Solutions, Inc. and ATAX Cloud Bookkeeping, Inc. for a membership interest valued at \$1,300,000.

	<u>Gross Carrying Amount</u>	<u>Accumulated Amortization</u>	<u>Net Carrying Amount</u>
Goodwill	\$ 513,961	\$ 126,349	\$ 387,612
Franchise contract rights (7 years)	\$ 586,039	\$ 225,908	\$ 360,131
Non-compete agreements (2 years)	150,000	150,000	-
Trademarks (10 years)	50,000	12,292	37,708
	<u>\$ 786,039</u>	<u>\$ 388,200</u>	<u>\$ 397,839</u>

Amortization expenses related to intangible assets was \$180,741 and \$227,976 for the years ended December 31, 2021 and 2020, respectively.

**ATAX, LLC**  
**Notes to Financial Statement**

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NOTE 3 - GOODWILL AND INTANGIBLE ASSETS (Continued)

Estimated future amortization expense on goodwill and intangible assets is as follows for the next five years and thereafter for the years ended December 31:

	<u>Goodwill</u>	<u>Intangible Assets</u>	<u>Net Carrying Total</u>
2022	\$ 51,396	\$ 88,720	\$ 140,116
2023	51,396	88,720	140,116
2024	51,396	88,720	140,116
2025	51,396	88,720	140,116
2026	51,396	30,252	81,648
Thereafter	130,632	12,707	143,339
	<u>\$ 387,612</u>	<u>\$ 397,839</u>	<u>\$ 785,451</u>

NOTE 4 - PAYCHECK PROTECTION PROGRAM LOAN

On April 22, 2020, the Company obtained an unsecured promissory note for \$179,600 through the Paycheck Protection Program ("PPP") established under the CARES Act and administered by the U.S. Small Business Administration. Monthly payments totaling \$10,109, including interest at 1% per annum, are due until maturity at which time all unpaid principal and all accrued interest are due. The balance due of \$121,860 is shown as a current liability in the accompany balance sheets as of December 31, 2021.

NOTE 5 - RELATED PARTY TRANSACTIONS

During the year ended December 31, 2020, several operating expenses were paid for by Loyalty, LLC ("Loyalty"), the Company's parent entity. Such expenses included principally payroll and advertising and amounted to approximately \$684,000. This amount is reported net of payments made directly to Loyalty or on behalf of Loyalty.

In prior years, the Company sold area representative rights to Loyalty Opportunity Zone Incorporated ("Loyalty Zone"), a related party under common control, in the amount of \$1,050,000, which provide for area representative rights to eighty territories for a term of 10 years. Franchise fees and area representative sales for the years ended December 31, 2021 and 2020 include approximately \$85,000 and \$62,000, respectively, for all rights related to Loyalty Zone. As of December 31, 2021 and 2020, deferred revenue includes approximately \$869,000 and \$977,000, respectively, related to all sales of area representative rights to Loyalty Zone.

**ATAX, LLC**  
**Notes to Financial Statement**

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NOTE 5 - RELATED PARTY TRANSACTIONS (Continued)

Additionally, during the ordinary course of business, the Company enters into certain transactions with related parties substantially due to short term advances and cost reimbursements. The Company had related party transactions recorded in the financial statements in the following amounts as of December 31:

	<u>2021</u>	<u>2020</u>
<u>Due from related parties</u>		
Loyalty LLC	\$ 1,990,647	\$ -
Loyalty Franchising	60,000	-
Zoomin Groomin	20,000	-
Ledgers	50,000	-
	<u>\$ 2,120,647</u>	<u>\$ -</u>
 <u>Due to related parties</u>		
Loyalty LLC	\$ 107,634	\$ 179,757
Loyalty Opportunity Zone Incorporated	20,000	-
Zoomin Groomin	120,000	-
	<u>\$ 247,634</u>	<u>\$ 179,757</u>

NOTE 6 - DEFERRED LICENSE AND FRANCHISE FEES AND COSTS (CONTRACT LIABILITIES)

In accordance with ASC 606, an initial franchise and area representative fee received and the costs directly related to that fee are recorded as revenues and expenses when management has determined that all performance obligations have been satisfactorily completed. Fees received and the direct costs incurred prior to the recognition of the revenue and expense, are recorded as deferred income and deferred expenses until the satisfaction of those performance obligations. Deferred fee income and expenses as of December 31 were as follows:

	<u>2021</u>	<u>2020</u>
Deferred initial franchise fees	\$ 803,925	\$ 347,478
Deferred area representative fees	6,022,445	6,711,335
	<u>\$ 6,826,370</u>	<u>\$ 7,058,813</u>

NOTE 7 - UNIT OPTION PLAN

The Company's operating agreement provides for the adoption of a Unit Option Plan (the "Plan") upon approval by the Company's Board of Directors. The Plan, once adopted, provides for the issuance of up to 125,000 options at the discretion of the Board of Directors and subject to the execution of an agreement between the Company and the award recipient. As of December 31, 2021 and 2020, the Company has approved 40,000 options to be issued upon approval of the Plan. These options, once issued, have a 10-year life and will vest over a five-year period from the date of grant. The Company has not recorded compensation expense related to these conditional awards during the years ended December 31, 2021 and 2020.



**ATAX, LLC**  
**Notes to Financial Statement**

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**NOTE 8 - CONCENTRATIONS OF CREDIT RISK**

The Company maintains its cash in financial institutions insured by the Federal Deposit Insurance Corporation. Deposit accounts, at times, may exceed federally insured limits.

**NOTE 9 - SETTLEMENT AGREEMENT**

During the year ended December 31, 2021 the Company was involved in legal proceedings which were settled by year end. Terms of the settlement agreement required the Company to close certain ATAX locations as well as pay the Plaintiff a total of \$545,000, with \$225,000 being paid by December 31, 2021 and \$64,000 annually through December 31, 2026. The Company paid \$225,000 as of December 31, 2021 and accrued the remaining \$320,000 which is recorded in accrued expenses in the accompanying balance sheet.

**NOTE 10 - RECLASSIFICATIONS**

Certain amounts have been reclassified to conform to the current year presentation.

**ATAX, LLC****Schedules of Selling, General and Administrative Expenses  
For the Years Ended December 31, 2021 and 2020**

	<u>2021</u>	<u>2020</u>
Payroll and related costs	\$ 447,092	\$ 682,651
Legal and settlement expense	795,427	-
Advertising and promotion	580,047	456,709
Connectivity and technology	261,852	220,467
Consultants	142,920	106,687
Professional fees	157,299	82,407
Rent	39,000	71,349
Travel	61,357	38,431
Insurance	45,012	33,388
Office and meeting expense	19,316	17,976
Meals and entertainment	13,469	14,748
Other operating expenses	4,743	1,981
Bad debt expense	314,999	-
Annual convention	44,118	-
Referral fees	14,000	-
Total selling, general and administrative expenses	<u>\$ 2,940,651</u>	<u>\$ 1,726,794</u>

**EXHIBIT G**  
**STATE EFFECTIVE DATES**

The following states require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington and Wisconsin.

This document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

<b>State:</b>	<b>Effective Date:</b>
California	Pending
Hawaii	Pending
Illinois	Pending
Indiana	Pending
Maryland	Pending
Michigan	Pending
Minnesota	Pending
New York	Pending
Rhode Island	Pending
Virginia	Pending
Washington	Pending
Wisconsin	Pending

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

**EXHIBIT H**  
**RECEIPT**

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

If ATAX LLC d/b/a ATAX offers you an Area Representative franchise, we must provide this Disclosure Document to you at least 14 calendar days before you sign a binding agreement or make a payment to us in connection with the proposed franchise sale or grant.

Rhode Island requires that we give you this Disclosure Document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

Michigan requires that we give you this Disclosure Document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

New York requires you to receive this Franchise Disclosure Document at the earlier of the first personal meetings or 10 business days before the execution of the Franchise or other Agreement or payment of any consideration that relates to the Franchise relationship.

If we do not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and State law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the state agency listed on Exhibit C.

The Franchisor is ATAX LLC d/b/a ATAX located at 780 Lynnhaven Parkway, Suite 240, Virginia Beach, VA 23452. Its telephone number is (888) 268-0321

Issuance date: March 29, 2023

The franchise seller for this offering is:

<b>Seller</b>	<b>Address</b>	<b>City, State Zip</b>	<b>Phone</b>
Alberto Ortiz	780 Lynnhaven Pkwy, STE 240	Virginia Beach, VA 23452	(888) 268- 0321
John T. Hewitt (Loyalty, LLC)	780 Lynnhaven Pkwy, STE 240	Virginia Beach, VA 23452	(888) 268- 0321
Jamie Marcil (Loyalty, LLC)	780 Lynnhaven Pkwy, STE 240	Virginia Beach, VA 23452	(888) 268- 0321

Jess Corrick (Loyalty, LLC)	780 Lynnhaven Pkwy, STE 240	Virginia Beach, VA 23452	(888) 268- 0321
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We authorize the respective state agencies identified on Exhibit C to receive service of process for us in the particular state.

I have received a Disclosure Document dated March 29, 2023, that included the following Exhibits:

- A. State Addenda to the Disclosure Document
- B. Area Representative Agreement
  - Schedule 1- Territory
  - Schedule 2- Minimum Requirements
  - Schedule 3- Automatic Bank Draft Authorization
  - Schedule 4- Promissory Notes
  - Schedule 5- General Release
  - Schedule 6- State Addenda to the Area Representative Agreement
- C. List of State Administrators and Registered Agents
- D. Table of Contents of Area Representative Operations Manual.
- E-1. List of Area Representatives
- E-2. List of Former Area Representatives
- F. Financial Statements
- G. State Effective Dates
- H. Receipt

Date: \_\_\_\_\_  
(Do not leave blank)

\_\_\_\_\_  
Signature of Prospective Area Representative

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

Please date, sign, and retain this copy for your records.

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

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- H. Receipt

Date: \_\_\_\_\_  
(Do not leave blank)

\_\_\_\_\_  
Signature of Prospective Area Representative

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

Please date, sign, and return this copy to us.