FRANCHISE DISCLOSURE DOCUMENT

101 Mobility Franchise Systems, LLC
5221 Oleander Drive
Wilmington, North Carolina 28403
(877) 350-2755
franchise@101mobility.com
www.101mobility.com
www.101mobilityfranchise.com

You will operate a retail business which sells, rents, installs, and services mobility and accessibility-related equipment and accessories such as stair lifts, auto lifts, vertical lifts, patient lifts, elevators, and ramps under the 101 MOBILITY® trademarks.

The total investment necessary to begin operation of a 101 MOBILITY franchise ranges from $181,850 to $258,600. This includes $74,000 that must be paid to the franchisor or its affiliates.

This disclosure document summarizes certain provisions of your franchise agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive this disclosure document at least 14 calendar days before you sign a binding agreement with, or make any payment to, the franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no government agency has verified the information contained in this document.**

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

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

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

Issuance Date: May 23, 2025

How to Use This Franchise Disclosure Document

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

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibit H.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit F includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only 101 MOBILITY business in my area?	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be a 101 MOBILITY franchisee?	Item 20 or Exhibit H lists current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

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 and/or litigation only in North Carolina. Out-of-state mediation or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate or litigate with the franchisor in North Carolina than in your own state.

2. **Sales Performance Requirement.** 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. **Mandatory Minimum Payments.** You must make mandatory minimum royalty payments regardless of your sales levels. Your inability to make these payments may result in termination of your franchise and loss of your investment.

4. **Supplier Control.** You must purchase all or nearly all of the inventory or supplies that are necessary to operate your business from the franchisor, its affiliates, or suppliers that the franchisor designates, at prices the franchisor or they set. These prices may be higher than prices you could obtain elsewhere for the same or similar goods. This may reduce the anticipated profit of your franchise business.

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.

MICHIGAN NOTICE

The State of Michigan prohibits certain unfair provisions that are sometimes in franchise documents. If any of the following provisions are in these franchise documents, the provisions are void and cannot be enforced against you:

(a) A prohibition against you joining an association of franchisees.

(b) A requirement that you assent to a release, assignment, novation, waiver or estoppel which would deprive you of rights and protections provided under the Michigan Franchise Investment Law. This does not preclude you, after entering into a franchise agreement, from settling any and all claims.

(c) A provision that permits the franchisor to terminate your franchise prior to the expiration of its term except for good cause. Good cause includes your failure 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 the franchisor to refuse to renew your franchise without fairly compensating you by repurchase or other means for the fair market value at the time of expiration, of your 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 provision applies only if:

(i) The term of the franchise is less than five years; and

(ii) You are prohibited by the Franchise Agreement or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising or other commercial symbol in the same area subsequent to the expiration of the franchise or if you do not receive at least six months advance notice of the franchisor's intent not to renew the franchise.

(e) A provision that permits the franchisor to refuse to renew the franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This provision does not require a renewal provision in the Franchise Agreement or other agreement.

(f) A provision requiring that arbitration or litigation be conducted outside of Michigan. This does not preclude you from entering into an agreement, at the time of the arbitration, to conduct arbitration at a location outside of Michigan.

(g) A provision that permits the franchisor to refuse to permit a transfer of ownership of the franchise, except for good cause. This provision does not prevent the franchisor from exercising a right of first refusal to purchase the franchise. Good cause includes, but is not limited to:

(i) The failure of the proposed transferee to meet the franchisor's then-current reasonably qualifications or standards.

(ii) The fact that the proposed transferee is a competitor of the franchisor.

(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 you to resell to the franchisor items that are not uniquely identified with the franchisor. This does not prohibit a provision that grants the 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 it 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 you have breached the lawful provisions of the Franchise Agreement and have failed to cure the breach in the manner provided in (c), above.

(i) A provision which permits the franchisor to directly or indirectly convey, assign, or otherwise transfer its obligations to fulfill contractual obligations to you 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 concerning this notice should be directed to the Michigan Department of Attorney General, Consumer Protection Division, Franchise Unit, 525 W. Ottawa Street, G. Mennen Williams Building, 1st Floor, Lansing, Michigan 48913, (517) 373-7117.

101 MOBILITY FRANCHISE SYSTEMS, LLC
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EXHIBITS:

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

This disclosure document describes 101 MOBILITY franchises. To simplify the language in this disclosure document, "we," "us," "our," means 101 Mobility Franchise Systems, LLC, a North Carolina limited liability company, the franchisor. "You" means the business entity, person, or persons who sign the Franchise Agreement, the franchisee. If the franchisee is a partnership, corporation, limited liability company, or other entity, the term "you" does not include the entity's principals unless otherwise stated.

The Franchisor, and Any Parents, Predecessors, and Affiliates

We are a North Carolina limited liability company formed on January 15, 2010. We do business only under our corporate name. Our principal place of business is located at 5221 Oleander Drive, Wilmington, North Carolina 28403. Our agents for service of process are listed in Exhibit H. We do not have any predecessors. We began offering franchises of the type described in this disclosure document in March 2010. We have never offered any other franchises in any other line of business. We do not conduct any other business activities other than offering and supporting Franchised Businesses.

Our parent company, 101M AcquisitionCo, Inc., maintains a principal place of business at 1133 Connecticut Ave NW #300, Washington, DC 20036, as does its parent, Mobility Intermediate II, LP, as well as its parent, Mobility Intermediate I, LP, and, finally, its parent, who is our ultimate parent, Mobility HoldCo, LP.

101Mobility, LLC ("IP Licensor"), our affiliate, is a North Carolina limited liability company formed on January 30, 2008 and shares our principal place of business at 5221 Oleander Drive, Wilmington, North Carolina 28403. IP Licensor has operated a 101 MOBILITY business similar to the franchises offered in this disclosure document since its inception and provides franchise sales, marketing, and operational support services to us and to our franchisees. IP Licensor also currently owns the intellectual property to the 101 MOBILITY System and has licensed to us the right to use and sublicense the 101 MOBILITY System, including IP Licensor's proprietary MOBILINK™ software. IP Licensor has never offered franchises of the type described in this disclosure document, nor in any other line of business.

APD Company, LLC ("APD"), our affiliate, is a North Company limited liability company formed on July 26, 2011 and shares our principal place of business at 5221 Oleander Drive, Wilmington, North Carolina 28403. APD manufactures and sells ramps to 101 MOBILITY franchisees. ADP has never offered franchises of the type described in this disclosure document, nor in any other line of business.

Harmar Mobility, LLC ("Harmar"), our affiliate, is a Delaware limited liability company formed on October 14, 2005 and maintains its principal place of business at 1500 Independence Blvd, Suite 220, Sarasota, Florida 34234. Harmar sells mobility and accessibility related equipment to 101 MOBILITY franchisees. Harmar has never offered franchises of the type described in this disclosure document, nor in any other line of business.

The 101 Mobility Franchised Business

We grant franchises for the operation of retail businesses ("Franchised Businesses") which sell, rent, install, and service mobility and accessibility related equipment and accessories such as stair lifts, auto lifts, vertical lifts, patient lifts, elevators, and ramps under the 101 MOBILITY trademark and other trademarks, service marks, logos and other indicia of origin ("Marks"). We offer these franchises as start-up businesses or as conversions from existing businesses to 101 MOBILITY Franchised Businesses.

Franchised Business customers include individuals, where the equipment provided enables recipients to reside or maneuver more easily in their own homes, as well as businesses, namely those which use the mobility and accessibility-related equipment to become compliant with the Americans with Disabilities Act ("ADA"). We also permit franchisees to sell equipment which they refurbish. The current business focus is to sell and rent items on a private-pay basis—that is, the recipients pay out-of-pocket or through a source other than Medicare or Medicaid reimbursements. For many, though not all, of our franchisees, a large portion of current Franchised Business sales are through Veteran Administration ("VA") hospitals, who buy the equipment for the veterans they serve. As of the date of this disclosure document, we have two Veterans Affairs Federal Supply Schedule ("VA FSS") program agreements. The first went into effect on January 1, 2019 and the second on February 1, 2019. Each agreement has a term of five years. Franchised Businesses also obtain customer leads through referral sources such as construction contracts, insurance companies, rehabilitation centers, state agencies, and non-profit organizations. We do encourage and, to an extent, require that franchisees develop business in their local market by making direct sales calls and not solely relying on more passive leads such as VA hospitals, our website, or other such sources.

The 101 MOBILITY proprietary business format and system ("System") includes specifications for equipment and services offered by the Franchised Business; distinctive color scheme, graphics, signage, and other identifying elements (collectively, the "Trade Dress"); business office and specially-outfitted vehicle specifications; training programs, operating procedures, customer service standards, and marketing and advertising techniques; our proprietary MOBILINK software; and other policies, procedures, standards, and terms that we designate for developing, operating, and managing a 101 MOBILITY Franchised Business, all of which we may change, improve, and further develop (collectively, our "Standards").

A 101 MOBILITY Franchised Business provides services and equipment within a designated geographic area ("Territory") from a combination business office and warehouse space in a mixed-use industrial area ranging between 2,000 and 2,500 square feet, with 900 to 1,000 square feet of this space allocated for warehouse use. You will operate the Franchised Business according to our standard franchise agreement (see Exhibit A) and our Standards, specifications, policies and procedures which will be communicated to you via our confidential operations manuals and other written directives (collectively, the "Manuals"). We may also offer you financing for a portion of your initial franchise fee as described in more detail in Item 10. Separate Franchise Agreements are signed for each additional Territory you purchase regardless of whether the additional Territory is purchased at the time you acquire your first Territory or afterwards.

Market and Competition

The mobility products dealer industry is highly fragmented. Most dealers operate single unit outlets and service only their local area. While there are a few dealers that operate on a regional level, most do not have nationwide coverage or national brand recognition. There are a number of websites selling mobility products online for "self-installation." Generally, these online dealers compete on price and offer no in-person services or support after the sale. The 101 MOBILITY business model utilizes local representatives who meet with the client in-person and are able to make product recommendations, perform accurate evaluations, and provide installation and support services after the sale.

The market for mobility and accessibility related products and related services is a developing market. Customers include direct customers, which include individuals or family advocates who are looking for assistance for a loved one, and commercial businesses, who must ensure that their facilities are handicap-accessible. Indirect customers include, for example, non-profit organizations, state agencies, centers for independent living, VA hospitals, and Medicaid waiver programs. Finally, referral sources include providers of physical therapy services, rehabilitation centers, and senior care businesses.

Industry-Specific Regulations

In certain instances you will need to comply with ADA laws and regulations. There may also be local laws governing the sale and installation of mobility and accessibility related equipment. Many states, counties, and local jurisdictions require that residential lifts and elevators be installed by licensed elevator contractors. In such states, you may be required to use such a contractor on certain jobs which may impact your cost of installation and may cause you to hire a competitor to perform the installation.

Federal, state, and local governmental laws, ordinances, and regulations periodically change. It is your responsibility to ascertain and comply with all federal, state, and local governmental requirements. You should consult with your attorney about laws and regulations that may affect your Franchised Business. In addition to the laws and regulations described above and applicable to mobility and accessibility related equipment and services, you will have to comply with laws and regulations that are applicable to business generally (such as workers' compensation and OSHA).

ITEM 2
BUSINESS EXPERIENCE

President: Joseph C. Loch

Joseph C. Loch has served as our President since April 2023. Previously, from March 2019 until April 2023, Mr. Loch served as the President of CNT Development, Inc. dba Jovie in Broomfield, Colorado. From October 2018 until March 2019, Mr. Loch served as an independent Franchise Consultant in West Palm Beach, Florida.

Vice President Operations: Joe Harrison

Joe Harrison has served as our Vice President Operations since September 2023. Previously, from April 2021 until December 2022, Mr. Harrison served as the Vice President of Franchise Operations and Strategic Initiatives of UBIF Franchising, LLC in Nashville, Tennessee. From August 2019 until April 2021, Mr. Harrison served as the VP of Corporate Store Operations of uBreakiFix Holding Co. in Nashville, Tennessee, and from February 2009 until August 2019, Mr. Harrison served as the Vice President of Operations of Asurion, LLC also in Nashville, Tennessee.

Controller: Kimberly K. Beeson

Kimberly K. Beeson has served as our Controller since May 2024. Previously, from February 2021 until February 2023, Ms. Beeson served as the Senior Director of Commercial Finance for Reynolds American in Winston Salem, North Carolina, and from January 2005 until June 2020, Ms. Beeson served as the Senior Director of Finance for Pentair Inc. in Cary, North Carolina.

Marketing Director: Brooke Bloomquist

Brooke Bloomquist has served as our Marketing Director since January 2023. Ms. Bloomquist is also the Managing Director of Marketing + Events for Blue Shark and has served in that capacity since May 2018. Previously, from April 2021 until May 2022, Ms. Bloomquist served as the Marketing Director of Tru Colors in Wilmington, North Carolina, and from May 2018 until May 2020, Ms. Bloomquist served as the Director of Catering Sales for Hotel Ballast, also located in Wilmington, North Carolina.

Director of Franchise Development: Kathleen McKay

Kathleen McKay has served as our Director of Franchise Development since April 2025. Previously, from July 2004 until April 2025, Ms. McKay served as the Director of Franchise Development for Home Instead in Omaha, Nebraska.

Director of Training and Support: Tamara Weil-Cunningham

Tamara Weil-Cunningham has served as our Director of Training and Support since October 2023. Previously, from September 2014 until September 2023, Ms. Weil-Cunningham served as our Manager of Training and Onboarding also in Wilmington, North Carolina.

Director of Software Development: Trey McCrary

Trey McCrary has served as our Director of Software Development since July 2015.

Director of National Accounts: Christopher Diehl

Chris Diehl has served as our Director of National Accounts since April 2024. Previously, from May 2021 until April 2024, Mr. Diehl served as the Director of Business Development for Next Day Access in

Memphis, Tennessee, and from April 2014 until May 2021, Mr. Diehl served as our Franchise Business Development Manager in Wilmington, North Carolina.

ITEM 3
LITIGATION

101 Mobility Franchise Systems, LLC, v. RAMMCO, LLC, Harold "Butch" Melton, and Michael Marshall; Case No: 1:17-cv-02771-ELR filed in the United States District Court for the Northern District of Georgia Atlanta Division on July 21, 2017. Franchisor filed suit against its former franchisee, RAMMCO, LLC, and its guarantors, Mr. Melton and Mr. Marshall, after franchisee was terminated for repeated failures to pay a key supplier in accordance with their payment terms. After termination, however, Defendants continued to operate a competing business and to use the 101 MOBILITY trademarks and proprietary customer information. As a result, Franchisor brought suit to enforce the post-termination obligations under the Defendants' franchise agreements. Franchisor's complaint includes causes of actions for breach of the franchise agreements, breach of guaranties, attorneys' fees, trademark infringement and false designation, unfair competition, violation of Georgia's Uniform Deceptive Trade Practices Act, and Preliminary Injunction. Franchisee settled with Franchisor and agreed to cease all operations and abide by an agreed-upon non-competition covenant, except with respect to Franchisee's most remote Territory. Franchisor waived certain amounts owed and agreed to pay to Franchisee $40,000 on execution of the settlement agreement and another $20,000 at the end of the non-competition period as long as Franchisee has remained in full compliance with the terms of the non-competition covenant.

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

ITEM 4
BANKRUPTCY

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

ITEM 5
INITIAL FEES

Initial Franchise Fee

You will pay an Initial Franchise Fee when you sign a Franchise Agreement. If you are acquiring franchise rights for your first Territory, the Initial Franchise Fee is $74,000. The Initial Franchise Fee under a Franchise Agreement for your second Territory is $59,000, and the Initial Franchise Fee under a Franchise Agreement for your third or any subsequent Territory is $44,000. The Initial Franchise Fee is uniformly imposed, due when you execute your Franchise Agreement, and is nonrefundable upon payment. A separate Franchise Agreement is signed for each additional Territory you purchase.

If you qualify for our military veteran's program, the Initial Franchise Fee for your first Territory purchased will be discounted by $10,000. This discount is available to veterans who have received a discharge (other than dishonorable) as well as any active-duty personnel. If the franchisee is a corporation, limited liability company, or other legal entity, the veteran participant must maintain at least a 51% ownership interest in the entity to qualify for this discount. To apply for the discount, you must provide us with a copy of form DD-214, reflecting your military status, before the Franchise Agreement is signed.

In addition, we may offer you financing for a portion of your initial franchise fee, up to a maximum of 50% of the total initial franchise fee which would be due to us. See Item 10 for additional information and details on our financing program.

The Initial Franchise Fee includes a technology package we provide to you when you attend our initial training program. This includes an iPad Pro, a standard iPad and a wireless printer, each of which meet our current specifications. The Initial Franchise Fee also includes a start-up marketing kit consisting of 250 business cards, 100 branded folders, 100 residential flyers, a welcome banner, a "Home Sweet Home" banner, and a canvas showcasing our core values.

ITEM 6
OTHER FEES

Type of Fee[1]	Amount	Due Date	Remarks
Royalty Fee[1]	7% of Gross Sales from the Franchised Business for up to $500,000 in Gross Sales; 6% of Gross Sales in excess of $500,000 and up to $1 million; 5% of Gross Sales in excess of $1 million; 7% for Outside Territory Sales; and 10% of Gross Sales if, on the expiration of your franchise agreement, you continue to operate and we, at our option, extend the term of your franchise agreement month-by-month.	Weekly; currently, on Tuesdays for Gross Sales received during the preceding week	Beginning on the day you start operating your Franchised Business, Royalty Fees will be calculated on a calendar year basis beginning with the 7% Royalty Fee and decreasing as you hit each Gross Sales threshold throughout the calendar year. At the start of each calendar year, the Royalty Fee rates and thresholds will restart. If you own and operate multiple Territories, the Royalty Fee rate is calculated separately for each Territory. In other words, Royalty Fee targets are met by calculating the total Gross Sales derived from within an applicable Territory. If your franchise agreement term expires but you continue to operate the Franchised Business, we may, at our option, extend the term of your Franchise Agreement month-by-month, except that in each month your Franchise Agreement is extended, you must pay a Royalty Fee of 10% of Gross Sales. See Note 2 for the definition of "Gross Sales."
Minimum Royalty Fee	A fixed quarterly amount, imposed on your third full and each subsequent operating quarter as follows: $2,100 for your third full and fourth operating quarters, $3,600 for your fifth through eighth full operating quarters, and $5,400 for each subsequent operating quarter.	Quarterly	If the Royalty Fee on Gross Sales from services and equipment provided inside your Territory for the previous three months is less than the Minimum Royalty Fee, you will pay the difference to us on the day your next Royalty Fee payment is due. In the event of a transfer where a new franchise agreement is signed, the Minimum Royalty Fee due under the prior franchise agreement applies.
Marketing Fee[1]	Currently 2% of Gross Sales per week, we have the right to increase this up to 4% of Gross Sales	Weekly; currently, on Tuesdays for Gross Sales received during the preceding week	We reserve the right to change the Marketing Fee periodically, provided that the maximum Marketing Fee cannot exceed 4% of annual Gross Sales. Marketing Fee payments are not a contribution to an advertising fund.

Type of Fee[1]	Amount	Due Date	Remarks
Local Marketing	Up to 2% of Gross Sales	Monthly local marketing requirement must be spent before the end of each month	We may require that you spend up to 2% of Gross Sales on approved marketing and advertising activities in your Territory to promote the Franchised Business.
Marketing Cooperatives	Varies with circumstances	Monthly	If we require that you participate in a marketing cooperative for your market area, any amounts you contribute to the cooperative will be credited toward your Local Marketing expenditure requirement.
Technology Fee	Currently, $125 per month per Territory	Monthly	This fee is applied towards our costs and expenses related to the evaluation, development, customization, implementation, license, and maintenance of technology solutions for use in connection with the System. This may include payment of third-party fees incurred on your behalf. Some examples of technology for which this fee may be used include payments to email services provider; online, internet, or digital related support; hardware and/or software development, license, or support; education, and other such technologically related activities as we may determine from time to time. We reserve the right to increase this fee on written notice to you. The cost for the first three email address accounts issued to you is included in the Technology Fee. Any additional address accounts are available for $10 per month each. We will begin collecting the Technology Fee from the date that you begin receiving any technology products or services from us.
Interest	18% per year (or maximum legal rate, if less) on any outstanding amount owed	On demand	If you fail to make a payment on time, you must pay us interest on the amount owed from the due date until paid in full.
Late Fee	$150 for each overdue payment received after the Payment Date, increasing by $25	On demand	If you fail to make a payment on time, you must pay us the Late Fee which will increase by $25 for each day that a payment remains unpaid after the due date. We may increase the Late Fee upon 60 days prior written notice, but we

Type of Fee[1]	Amount	Due Date	Remarks
	each day that a payment remains unpaid after the due date		will not increase the Late Fee more than once in any 12-month period.
Shared Services Program	Currently, $0 as this program has not yet been implemented	Monthly	We may require that you participate in our shared services program when implemented. Under this program, we may offer, for a fee, one or more services for your use in connection with your Franchised Business. Such services may include, for example, inbound sales call services, lead qualifying, assistance with quote generation and appointment scheduling. This program may be modified or discontinued at any time.
Third Party Call Answering, Lead, and Scheduling Service Provider	Currently, an initial set up fee of $300 to $400 and a recurring monthly fee of $300 to $400. Programs offered may include a per minute fee beginning at $1.45 per minute.	Monthly	Our designated third party service provider provides call answering services, form lead services, and appointment scheduling services to System franchisees. As this rate is set by a third party, it is subject to change.
Additional Training	Reasonable training fee, currently, $300 per person per day. Annual conference fee, currently, $0 per franchised business (for a maximum of two attendees, where additional attendees are subject to additional conference fees)	Before training begins The conference fee will be invoiced for and must be paid at least two weeks prior to the beginning of the annual conference	We have the right to charge for additional training provided, including: (i) initial training provided to persons repeating or replacing a person who did not pass initial training; (ii) initial training for subsequent trainees; and (iii) periodic additional training we may provide, including our annual conference. You are responsible for the travel, lodging, and dining costs, wages, and other expenses incurred by your trainees. As conference attendance is mandatory, the annual conference fee is required for all franchisees.
Additional Assistance	The travel, lodging, and dining costs of our representatives plus a Consulting Fee of $300 per trainer per day	Within 15 days after services are rendered	Payable if we provide requested or required consulting services in-person at your Franchised Business location or at a place other than our offices. We have the right to increase the amount of the Consulting Fee once within any 12-month period.
Supplier Review	Our reasonable costs and expenses for inspecting the	On demand	Payable if you wish to offer or use any supplies or equipment that we have not approved or to purchase from a supplier that we have not

Type of Fee[1]	Amount	Due Date	Remarks
	supplier and/or testing the proposed equipment, including personnel and travel, lodging, and dining costs		approved, whether or not we approve the item or supplier.
Renewal Fee	$7,500	When you sign the renewal Franchise Agreement	
Transfer Fee – (payable if you are an individual transferring to a business entity for convenience of operation)	$1,000	Before transfer	Historically, this fee has not been uniformly applied.
Transfer Fee – (payable if your owners are transferring among themselves or transferring a minority ownership interest to one or more third parties)	$5,000	Before transfer	Historically, this fee has not been uniformly applied.
Transfer Fee – (payable if you are assigning your interest in the Franchise Agreement, transferring all or substantially all of the assets of the Franchised Business, or your owners are transferring a controlling interest)	$10,000, plus $1,000 for each additional Territory being transferred and a $2,000 training fee if the buyer is not an existing franchisee and is new to the system.	Before transfer	Historically, this fee has not been uniformly applied.
Referral Fee	As described in our Manuals	On demand	We have the right to require you to pay referral fees to franchisees who make referrals to you in an amount or according to a formula determined by us in our sole discretion, as described periodically in the Manuals.

Type of Fee[1]	Amount	Due Date	Remarks
Commission	As described in our Manuals	On demand	If a customer prefers that you perform an installation in a Territory other than your own, you must obtain our prior written approval and pay the franchisee in whose Territory the installation is performed, a commission in an amount or according to a formula determined by us in our sole discretion, as described periodically in the Manuals.
Reimbursement of monies paid by us on your behalf	Varies with circumstances	On demand	Covers cost of insurance and other payments you fail to make and which we make on your behalf.
Audit Fee	Amount due, plus interest and costs of audit	On demand	If an audit shows an understatement of fees due for any period of more than 2% of Gross Sales, you must pay us the amount in error plus interest and our costs and expenses for the audit.
Inspection	Our reasonable expenses incurred in inspecting your Franchised Business, including travel, lodging, and meals, and compensation for our representatives	On demand	Payable if inspection is necessitated by a repeated or continuing failure to comply with any provision of the Franchise Agreement.
Remedial Expenses	Our reasonable expenses incurred in correcting your operational deficiencies	On demand	If we give you notice of deficiencies we identify during an inspection and you fail to correct the deficiencies in a reasonable time, we may correct the deficiencies at your expense.
Enforcement Expenses	Our reasonable cost of de-identifying your Franchised Businesses and other costs and expenses incurred as a result of your failure to comply with your post- termination obligations	On demand	Payable if your Franchise Agreement expires or is terminated, you fail to de-identify your Franchised Businesses or comply with your other post-termination obligations, and we take steps to enforce these obligations.
Costs and Attorneys' Fees	Varies with circumstances	On demand	You must reimburse us for our expenses in enforcing or terminating any agreements between us, including any Franchise Agreement.
Indemnification	Varies with circumstances	On demand	You must reimburse and pay our attorneys' fees with respect to any and all losses and expenses incurred by us arising or resulting from your operation of the Franchised Business.

Type of Fee[1]	Amount	Due Date	Remarks
Liquidated Damages	(i) your average weekly Royalty Fee (including any applicable Minimum Royalty Fee) plus your average weekly Marketing Fee due for the last 52 weeks (or, if less, the period the Franchised Business has been open) before your termination, (ii) multiplied by the lesser of 156 or the number of weeks remaining in the then-current Term of the Franchise Agreement, and (iii) discounted to present value.	On demand	Payable only if you prematurely close the Franchised Business or if we terminate the Franchise Agreement on account of your material breach. This liquidated damages formula also includes Royalty Fees and Marketing Fees for a certain proportion of sales outside of your Territory, if any.

Notes

Note 1. The fees and payments in the above chart are, unless otherwise noted, non-refundable upon payment and, except for the Renewal Fee and Transfer Fee, are uniformly imposed. As of the issuance date of this Disclosure Document, the Royalty Fee and Marketing Fee are not uniformly imposed. You must use the payment methods we designate. You must furnish us and your bank with any necessary authorizations to make payment by the methods we require.

Note 2. "Gross Sales" means all revenue and monies received from the sale of all services and products related to the Franchised Business (regardless of where the products and services are provided) and all other income of every kind and nature related to the Franchised Business, including proceeds of business interruption insurance, whether for cash or credit (and regardless of collection in the case of credit). "Gross Sales" does not include any sales taxes or other taxes that you collect from customers and pay directly to the appropriate taxing authority; any rebates or promotional allowances paid to you in connection with your purchase of equipment or supplies; and documented customer adjustments and refunds.

ITEM 7
ESTIMATED INITIAL INVESTMENT
YOUR ESTIMATED INITIAL INVESTMENT

SINGLE TERRITORY

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment Is to Be Made
Initial Franchise Fee[1]	$74,000	Lump sum	When Franchise Agreement is signed	Us
Vehicle and Signage[2]	$9,000 to $12,000	As incurred	As incurred	Car dealer, vendor, and suppliers
Lease and Utility Security Deposits and Initial Monthly Payments[3]	$13,500 to $27,000	As incurred	As incurred	Landlord and utility suppliers
Equipment[4]	$12,000 to $18,000	As incurred	As incurred	Suppliers
Leasehold Improvements[5]	$0 to $5,000	Lump sum	Upon signing	Contractor
Office Furniture and Fixtures	$500 to $2,500	As incurred	As incurred	Suppliers and contractors
Signage[6]	$500 to $2,000	Lump sum	As incurred	Vendor
Office Equipment and Supplies[7]	$300 to $3,500	As incurred	As incurred	Suppliers
Initial Software[8]	$2,700 to $5,400	As incurred	As incurred	Suppliers
Training[9]	$5,500 to $9,200	As incurred	As incurred	Airlines, hotels, and restaurants
Initial Launch Advertising[10]	$4,000 to $6,000	As incurred	As incurred	Suppliers
Business and Vehicle Insurance Deposits and Premiums[11]	$8,000 to $12,000	As incurred	As incurred	Insurance company or broker
Professional Fees [12]	$500 to $5,000	As incurred	As incurred	Your attorneys, accountants, and business advisors
Licenses and Permits[13]	Varies	As incurred	As incurred	Licensing authorities

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment Is to Be Made
Additional Funds - Initial 6 Months[14]	$50,000 to $75,000	As incurred	As incurred	Employees, suppliers, us, and our affiliates
Warehouse Supplies and Shelving[15]	$1,350 to $2,000	As incurred	As incurred	Suppliers
TOTAL[16]	$181,850 to $258,600			

Multiple Territories

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment Is to Be Made
Initial Franchise Fee[1]	$177,000 (for the purchase of three Territories)	Lump sum	When each Franchise Agreement is signed	Us
Estimated Initial Investment Range[17]	$107,850 to $184,600	As incurred	As incurred	Individual suppliers
TOTAL	$284,850 to $361,600			

Notes.

Note 1. Many franchisees have purchased more than one Territory at once. If you elect to, and we approve the purchase of multiple Territories, your initial investment range for the Initial Franchise Fee will increase accordingly. Item 5 includes the Initial Franchise Fees relevant to the purchase of additional Territories as well as a description of our military discount.

Note 2. This range includes the estimated cost of the down payment and six-monthly payments for the purchase of a vehicle to be used in connection with the Franchised Business. We currently do not specify the make and model of the vehicle that you must purchase, but reserve the right to do so. Many of our franchisees elect to use their own vehicle for sales purposes and to purchase, wrap, and outfit a second vehicle, typically a cargo van, used by technicians for installation. The range in the chart includes the initial cost of financing the purchase of one installation vehicle, outfitting this vehicle, and purchasing and installing one vehicle wrap.

Note 3. This range assumes a one-month security deposit and six months of rent payments on a combination business office and warehouse space in a mixed-use industrial area ranging between ,000 and 2,500 square feet, with 900 to 1,000 square feet of this space allocated for warehouse use. The above range also includes utility-related security deposits and six months of estimated utility costs.

Note 4. This range includes the cost and installation of demonstration equipment and of minimal initial inventory, such as an auto lift, stair lifts, ramps, and lift chairs.

Note 5. This range estimates the built-out cost for your office space with attached garage bay. It is possible that your landlord's tenant improvement contribution or allowance, if any, will reduce your build-out investment.

Note 6. This range includes the cost of lettering on the Franchised Business's front entrance door and any permitted exterior signage for your office facility.

Note 7. This estimate is for the cost of purchasing the equipment required for your Franchised Business. The low estimate assumes you already have a computer and printer and basic supplies. The high range estimates that you will need to purchase a standard printer and a computer as well as additional office supplies.

Note 8. This range includes six months of payments for QuickBooks Online Plus, currently $100 per month, which we require you purchase and use in connection with the operation of the Franchised Business.

Note 9. This range includes your estimated cost for completing our designated third-party online training programs for QuickBooks Online Plus, general financial training, and OSHA 10 training, and for attending our initial training program at the locations we designate. While we provide instructors, facilities, and materials for the initial training program at no charge, you are responsible for the travel, hotel, and dining, wages, and other expenses incurred by your trainees. Your actual costs will depend on the number of trainees, your point of origin, method of travel, class of accommodations, and dining choices.

Note 10. This range includes your initial launch advertising expenditure, for which you must spend between $4,000 and $6,000, as we designate, on advertising for the period beginning the two weeks prior to the opening of your Franchised Business through your four initial months of operation. Currently, we require that you pay us directly for initial launch expenditures relating to ad word campaigns, though we do not begin collecting these amounts until after your Franchised Business is open. Your cost may be higher depending on the type of promotions that you choose to implement; however, we must approve your plan in advance of its execution and reserve the right to modify your initial launch advertising plan, in our sole discretion. Item 11 further describes your initial launch advertising requirements.

Note 11. This range includes the cost of a deposit and your first six months of premiums for the minimum business and vehicle insurance required. You will need to check with your insurance carrier for actual premium quotes and costs, as well as the actual amount of the deposit. The cost of coverage will vary based on the area in which your business will be located, your experience with the insurance carrier, the loss experience of the carrier, the amount of deductibles and of coverage, and other factors beyond our control. You should also check with your insurance agent or broker regarding any additional insurance that you may wish to carry above our required minimums.

Note 12. This estimate is for the cost of engaging an attorney, accountant, or other business advisors to assist you in reviewing this disclosure document, the Franchise Agreement, and any other contracts related to your Franchised Business as well as to assist you in the formation of a legal entity to act as the franchisee and to research and evaluate any applicable legal, regulatory, and licensing requirements. We strongly recommend that you seek the assistance of professional advisors when evaluating this franchise opportunity.

Note 13. The cost of licenses and permits required to open and operate the Franchised Business varies widely from state to state, and it is your responsibility to determine the costs applicable to your Franchised Business. You are responsible for determining, obtaining, and maintaining all required licenses and permits necessary and related to your Franchised Business. You should check with local authorities, your attorney, or a business consultant to determine what licenses and permits are necessary for your Franchised Business.

Note 14. This is an estimate of the amount of additional operating capital that you may need during the first six months after opening your Franchised Business. This estimate includes additional funds for such items as employee salaries and wages, payroll taxes, fuel costs, credit card facility fees, legal and accounting fees, additional advertising, health and workers' compensation insurance, bank charges, supplies and equipment, staff recruiting expenses, state tax and license fees, deposits, prepaid expenses, and other miscellaneous items.

Note 15. This is an estimate for the purchase of a pallet jack used to transfer deliveries and shelving for inventory items.

Note 16. This total amount is based upon our franchisees' experience. Unless otherwise noted, all payments to us are non-refundable. The refundability of payments to others will depend on your arrangements with them. If you are purchasing an additional contiguous Territory and may, under the terms of your Franchise Agreement, operate multiple Territories from a single office location, many of these expenses may not apply or may be substantially reduced, such as leasing related costs, office furniture, fixtures and equipment, signage, licenses and permits, and other possible expenses.

Note 17. The estimated initial investment range under the Multiple Territories table includes the same estimated initial investment range included in the Single Territory table for the purchase of a single Territory, minus the Initial Franchise Fee.

ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

To the extent that we establish specifications or designate specific suppliers for particular items, we will publish our requirements in the Manuals and will provide you with written specifications for the suppliers that we have approved. We may, at any time, in our discretion, change, delete, or add to our specifications or quality standards.

Supplies, Equipment and Services, and Vehicles

You may offer in your Franchised Business only the mobility and accessibility related equipment and services that we have approved in writing, and you may only use in your Franchised Business the types of vehicles (including vehicle wraps) that we have approved in writing.

We have the right to require that supplies, equipment and services, and the vehicles that you purchase for use, rent, or resale in your Franchised Business: (i) meet specifications that we establish periodically; (ii) be a specific brand, kind or model; (iii) be purchased only from suppliers or service providers that we have expressly approved; and/or (iv) be purchased only from a single source that we designate (which may include us or our affiliates or a buying cooperative organized by us or our affiliates).

We may change the authorized supplies, equipment and services, and vehicles at our discretion, and we may designate specific supplies, equipment and services, and vehicles as optional or mandatory. You must use all items and sources of supply that we designate as mandatory. You must comply with any terms, conditions, or other restrictions imposed by suppliers or service providers relating to the purchase or use of their products or services. You must maintain and use a sufficient inventory of supplies and equipment and a sufficient number of branded vehicles to meet the standards we prescribe. You must purchase the graphics for the vehicles from us or a vendor that we designate and must place the graphics on the vehicles in accordance with our specifications. The interior of all vehicles must be outfitted in accordance with our standards and specifications.

Our affiliate APD manufactures and sells ramps to 101 MOBILITY franchisees. Our affiliate Harmar sells mobility and accessibility related equipment to 101 MOBILITY franchisees. Neither APD nor Harmar are exclusive suppliers of their products to 101 MOBILITY franchisees.

Other than Mr. Loch's, Mr. Harrison's, and Ms. Beeson's minority ownership in Mobility HoldCo, LP, whose subsidiaries include Harmar and APD, none of our officers own an interest in any privately-held suppliers, or a material interest in any publicly-held suppliers of the 101 MOBILITY franchise system. Occasionally, our officers may own non-material interests in publicly-held companies that may be suppliers to our franchise system.

Computer Systems

You must purchase your own computer and printer in the operation of the business, but you may also use a computer and printer that you already own as we do not currently impose specifications for this hardware. We will provide you with your remaining hardware requirement, including an iPad Pro, a standard iPad and a wireless printer. We are the only approved supplier for this remaining hardware.

With respect to software, you may purchase QuickBooks Online Plus through Intuit or an approved third-party supplier, but you must license our proprietary MOBILINK software from us.

Email

We are also your designated email address account supplier. You and all employees are required to use a 101 Mobility email address exclusively for conducting business; the use of any other email accounts is prohibited. All email accounts provided must be used in conjunction with the Microsoft Authenticator for security. Other authenticator apps are not allowed to be used.

Currently, we include the cost of the first three email address accounts assigned to you under the Technology Fee, however, any additional email address accounts are available for $10 per month, per account.

Branded Signage, Materials, and Supplies

You must purchase your 101 MOBILITY branded signage and materials from sources we designate or approve in advance. This includes interior and exterior office signage; uniforms; vehicle wraps (as described above); advertising and other printed promotional materials; and any other items that bear the 101 MOBILITY trademarks.

Shared Services Program

We may require you to participate in our Shared Services Program, when implemented. Under this program, we may offer directly, through an affiliate, or through designated third parties, one or more services for your use in connection with your Franchised Business. Such services may include, for example, inbound sales call services, lead qualifying, assistance with quote generation and appointment scheduling. You agree to pay all reasonable fees imposed by the service provider for these services, which may be us of our affiliates, and to enter into any user or service agreements required. This program may be modified or discontinued at any time.

Supplier Approval Process

If you would like to (i) offer services or products that we have not approved, (ii) use any supplies, equipment, vehicle, or services that we have not approved, or (iii) purchase from a supplier or service provider that we have not approved, you must submit a written request for approval and provide us with any information that we request. We have the right to inspect the proposed supplier's facilities, test samples of the proposed items, and evaluate the proposed service provider and the proposed service offerings. You agree to pay us a charge not to exceed the reasonable cost of the inspection and our actual cost of testing the proposed item or evaluating the proposed service or service provider, including personnel and travel costs, whether or not the item, service, supplier, or service provider is approved. We have the right to grant, deny, or revoke approval of items, services, suppliers, or service providers based solely on our judgment and we currently do not publish our criteria for granting approvals. We will notify you in writing of our decision as soon as practicable following our evaluation. If you do not receive our approval within 60 days after submitting all of the information that we request, our failure to respond will be deemed a disapproval of the request.

We reserve the right to re-inspect the facilities and products of any approved supplier and to reevaluate the services provided by any service provider and to revoke approval of the product, service, supplier, or service provider if any fail to meet any of our then-current criteria. If you receive a notice of revocation of approval, you agree to cease purchasing the formerly-approved item or service or any products or services from the formerly-approved supplier or service provider and you must dispose of your remaining inventory of the formerly-approved items and services as we direct.

Maintenance and Upgrades of Vehicles

You are responsible for maintaining and repairing all vehicles used in connection with the Franchised Business at your own expense. You must regularly service your vehicles and must keep each vehicle in the highest degree of cleanliness, orderliness, sanitation, and repair. You may not make any material alteration, addition, replacement, or improvement to your vehicles—including alterations to fixtures, furnishings, signs, and equipment—without our prior written consent. If we require you to upgrade, add to, or stop using any vehicle, we will provide you with written notice of any additional or replacement vehicles that you must purchase. If a vehicle is more than five years old, we may require you to replace it.

Business Office with Warehouse

You must maintain a business office within your Territory, which will include sufficient warehouse space to meet your Franchised Business's needs. Your business office must be fully handicapped accessible, including accessibility features for parking, interior and exterior doorways, and the bathroom. While the Franchise Agreement requires that you open a Business Office within each Territory, currently, we generally allow franchisees to operate multiple contiguous Territories from a single Business Office location. If, however, you operate a large number of contiguous Territories, cover a large geographic area of contiguous territories, or multiple markets are included in your contiguous Territories, we may require that you establish multiple Business Offices. Also, if you purchase non-contiguous Territories, we do require that you establish a Business Office in each non-contiguous Territory in which you operate.

You must provide us with written notice if you wish to change the address of your office. Prior to entering into any lease, you must submit to us the proposed site lease and any information about the site that we request for our approval. We have the right to require that your lease include any provisions that we may reasonably require, which we may specify in the Manuals or otherwise in writing. If we grant written approval of your lease, you must deliver to us the completely signed lease within 10 days after it is signed. Your office must be fitted-out and constructed in accordance with plans approved by us. We will not supply such plans, but will review them after they are submitted to us for approval, and will inform you of any changes we believe appropriate. We reserve the right to require you to update your office periodically to meet our then-current standards, but in no event more frequently than once every three years.

Insurance

You must maintain at your expense the types of insurance and the minimum policy limits specified in the Manuals and our written directives. Specifically, required insurance includes: (1) general liability with minimum limits of $1,000,000 per occurrence and an aggregate limit of $2,000,000; (2) Motor vehicle liability coverage on each owned, non-owned or hired vehicle that you will use, or meet minimum state requirements, whichever is greater; (3) workers' compensation insurance; (4) property insurance coverage for all equipment and tools owned and used by you in the operation of your franchise; (5) such insurance as may be required by the landlord of the facility's premises; (6) in connection with any other construction, renovation, refurbishment or remodeling of the facility, you must also maintain builder's risks/installation insurance in forms and amounts reasonably satisfactory to us; and (7) any other insurance coverage or amounts as required by law.

The insurance must be underwritten by insurers licensed and admitted to write coverage in the state in which the Franchised Business is located and with a rating of "A" or better. The insurance policy or policies must protect you, us, and our affiliates, and our and our affiliates' respective, past, present, and future officers, directors, owners, members, managers, employees, consultants, attorneys, and agents against any loss, liability, personal injury, death, property damage, or expense whatsoever arising out of or occurring upon or in connection with the condition, operation, management, use, or occupancy of your Franchised

Business as well as any vehicles used in the Franchised Business. Third parties such as vendors and landlords may impose higher or varying insurance policies.

We, our affiliates, and other parties we designate must be named as additional insureds on a primary non-contributory basis under each policy, except for policies required by statute in your jurisdiction, including, but not limited to, workers' compensation and employer's liability insurance policies. You and your insurers must also waive rights of subrogation against us. All policies shall apply on a primary and noncontributory basis to any other insurance or self-insurance that we or our affiliates maintain. We may require additional types of coverage or increase the required minimum amount of coverage upon reasonable notice. Your obligation to obtain coverage is not limited in any way by insurance that we maintain. Upon our request or as specified in the Manuals, you must provide us with certificates of insurance evidencing the required coverage. Your insurer(s) must commit not to cancel or amend the policy or policies without at least 30 days' prior written notice to us. If you fail to obtain and maintain insurance coverage as required by your Franchise Agreement, we have the right, but not the obligation, to obtain the required insurance on your behalf and to charge you for the cost of the insurance plus a reasonable fee for our services in procuring the insurance.

Revenue Derived from Franchisee Purchases and Leases

We will derive revenue from franchisee purchases and leases to the extent that franchisees purchase products or services from us or our affiliates. During our fiscal year ending December 31, 2024, we received $82,389 in revenues from franchisee purchases, which represents .89% of our total annual revenues of $9,253,932. During its fiscal year ending December 31, 2024, APD derived $5,490,263.08 from franchisee purchases, Harmar derived $5,541,828 from franchisee purchases, and IP Licensor derived $2,729,289.18 from franchisee purchases.

While we don't receive rebates as a result of franchisee purchases or leases, our affiliate IP Licensor does receive rebates from select equipment suppliers. One supplier offers a per unit rebate ranging from $0 to $750 per unit, while other suppliers offer rebates ranging from 3% to 12% of System purchases. While we currently elect to pass through the rebates we receive to the franchisees who are responsible for the purchases, this pass through is made at our discretion as all rebate amounts belong to and are income to us and we reserve the contractual right to retain and use any rebates or other payments we receive from suppliers as we deem appropriate.

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

We estimate that 90% of your purchases and leases in establishing your Franchised Business and approximately 90% of your total annual ongoing purchases and leases in operating the Franchised Business will be for goods and services which are subject to sourcing restrictions (that is, for which suppliers must be approved by us, or which must meet our standards or specifications).

Description of Purchasing Cooperatives; Purchasing Arrangements

Presently there are no purchasing or distribution cooperatives in existence for the franchise system. We have, however, negotiated franchisee pricing directly with manufacturers which is provided to franchisees as discounts to list pricing.

We do not provide any material benefits to franchisees (for example, renewal or granting additional franchises) based upon their purchase of particular products or services or use of particular suppliers.

ITEM 9
FRANCHISEE'S OBLIGATIONS

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

Obligations	Section in Franchise Agreement	Disclosure Document Item
a. Site selection and acquisition/lease	Sections 5.7 and 7.6	Items 7, 11 and 12
b. Pre-opening purchases/leases	Sections 5.2, 5.3, 5.5, 5.7, 5.11(c) and 5.16	Items 6, 7, 8 and 11
c. Site development and other pre-opening requirements	Sections 5.1(b), 5.3, 5.5, 5.7, 5.8(a), 5.11(c), 5.14 and 5.16	Items 7 and 11
d. Initial and ongoing training	Sections 5.8 and 5.12	Items 6, 7 and 11
e. Opening	Section 5.1(b)	Items 5, 6 and 11
f. Fees	Section 3	Items 5, 6, 7 and 11
g. Compliance with standards and policies/Operations Manual	Sections 5.2, 5.3, 5.4, 5.5, 5.6, 5.11, 5.15 and 5.30	Items 7, 8, 11, 13, 14, 15 and 16
h. Trademarks and proprietary information	Sections 5.11, 5.17 and 5.19	Items 13, 14 and 17
i. Restrictions on products/services offered	Sections 5.2, 5.5, 5.6 and 5.9	Items 8 and 16
j. Warranty and customer service requirements	Section 5.9	Items 8 and 16
k. Territory development and sales quotas	Sections 1.5 and 5.1(a)	Items 5 and 12
l. Ongoing product/service purchases	Sections 5.2, 5.3, 5.4 and 5.5	Items 8 and 16
m. Maintenance, appearance and remodeling requirements	Sections 5.4 and 5.7	Items 7, 8 and 11
n. Insurance	Section 5.16	Items 7 and 8
o. Advertising	Sections 3.3, 3.4 and 5.11	Items 6, 7, 8 and 11
p. Indemnification	Section 5.26	Item 6
q. Owner's participation/ management/staffing	Sections 5.1(a), 5.12 and 5.13	Items 11 and 15
r. Records and reports	Sections 5.10(a), 5.10(b), 5.21, 5.22, 5.23, 5.24 and 5.25	Items 6 and 17
s. Inspections and audits	Sections 5.24 and 5.25	Items 6 and 11
t. Transfer	Section 5.28	Items 6 and 17

Obligations	Section in Franchise Agreement	Disclosure Document Item
u. Renewal	Section 2.2	Item 17
v. Post-termination obligations	Sections 5.27 and 7	Item 17
w. Non-competition covenants	Section 5.27	Item 17
x. Dispute resolution	Section 8	Item 17
y. Guaranty	Section 5.31	Item 15

ITEM 10
FINANCING

We may finance a portion of your initial franchise fee, up to a maximum amount of 50% of the total initial franchise fee due to us under any one or more franchise agreements you execute in at the same time. If you obtain financing through us, you will have to execute the Promissory Note (Exhibit E to this Disclosure Document) and its related Guaranty of Payment (Attachment A to Exhibit E). The security that we require in exchange for offering this financing to you is the execution of the Guaranty of Payment by each of your Owners, as defined below.

Summary of Financing Offered	
Down Payment	At least 50% of the total initial franchise fee under each franchise agreement you intend to sign must be paid at signing and the full remainder may be financed with us.
Term	No more than 24 months from your first payment date.
Interest Rate	The lesser of 12% per year or the maximum rate allowed by law.
Payment	Equal monthly payments will be due and payable via ACH along with each calendar month's first Royalty Fee payment. Full payment must be made no more than 24 months from your first payment date. Payments will begin within 60 days of the signing of the Franchise Agreement(s).
Prepayment and Penalty	Prepayments permitted without penalty.
Security Required	Guaranty of Payment (Exhibit E to this Disclosure Document) and Payment and Performance Guarantee (attached to Franchise Agreement), each of which must be executed by all of your Owners. The term "Owner" means all individuals who have a direct or indirect beneficial ownership interest in the franchisee. If the franchisee is an entity, this includes the franchisee's and any of its entity owners' shareholders, members, general and limited partners, and grantors and trustees, the intent being that all individuals who hold a beneficial interest in the franchisee entity, whether directly or indirectly through other entities, executes the guaranties.

Summary of Financing Offered	
Liability Upon Default	Delinquent payments plus interest equal to the lesser of 12% and the highest rate allowed by applicable law; acceleration of total unpaid principal of and accrued unpaid interest on the note; reasonable attorneys' fees and costs; and default under your Franchise Agreement(s) and Guaranty of Payment and Payment and Performance Guarantee attached to the License Agreement.
Loss of Legal Right	Waiver of grace period, demand, notice of demand, presentment, notice of dishonor, notice of default, notice of intention to accelerate, notice of acceleration, protest, notice of protest, diligence in collecting and the bringing of suit, and all other notices.

We do not assign or discount to third parties notes, contracts or other instruments executed by you or other licensees, but we reserve the right to take, pledge and assign or discount to third parties in the future notes, contracts or other instruments executed by you or other franchisees should we determine, in our sole discretion, that this action is advisable or in our best interest.

Except as described above, we do not offer direct or indirect financing. We do not guarantee your note, lease, or obligation.

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

Except as listed below, 101 Mobility Franchise Systems, LLC is not required to provide you with any assistance.

Pre-Opening Obligations. Before you begin operating your Franchised Business:

1. We will designate your Territory. (Franchise Agreement, Recital C).
2. In connection with your first Franchised Business, we will provide initial training in the System, our proprietary MOBILINK software, and our policies and procedures to you, your owners (if you are a business entity), and your Operating Principal. (Franchise Agreement, Section 4.2).
3. We will advise you on your initial orders of equipment and supplies and as to the establishment of business relationships with approved suppliers. (Franchise Agreement, Section 4.3).
4. We will loan you one copy of our Manuals, which will be in digital form. (Franchise Agreement, Section 4.1). The Table of Contents of the Manuals is attached to this disclosure document as Exhibit G. Our Manuals contain a total of 189 pages.
5. We will provide you with access to our proprietary MOBILINK software. (Franchise Agreement, Section 5.14).
6. We will provide you with a template for your initial launch advertising plan. We will review and, in our sole discretion, approve or disapprove your modifications to the initial launch advertising plan template. (Franchise Agreement, Sections 4.8 and 5.11(c)).

Continuing Obligations. During the operation of your Franchised Business:

1. From time to time, and as we deem appropriate, we will provide you with ongoing technical, managerial, and administrative advice and guidance by telephone, email, and other forms of communication. (Franchise Agreement, Section 4.4).
2. We will communicate to you information about our designated and approved suppliers. (Franchise Agreement, Section 4.6).

3. We will review your requests for approval of any advertising or promotional programs or materials you wish to use or produce. (Franchise Agreement, Section 5.11(a)).

Advertising

You must obtain our prior written approval before using or reproducing any advertising or promotion materials, regardless of the media for which they are intended. If any of your advertising is in media that will or may reach a significant number of persons outside of your Territory, you must notify us in advance and obtain our consent. You must conduct all advertising in a dignified manner and in conformity with the brand guidelines, standards, and requirements we specify in the Manuals. We will have the final decision on all creative development of advertising and promotional messages. If our written approval is not received within 10 business days from the date we received the material, the material is deemed disapproved. We reserve the right to require you to discontinue the use of any advertising or marketing materials.

We may periodically formulate, develop, produce, and conduct, at our sole discretion, advertising or promotional programs in such form and media as we determine to be most effective, and make available to you for purchase certain advertising and promotional materials we have developed.

To date, our media advertising has consisted primarily of advertising on the 101 MOBILITY website and in various trade publications and targeted and local advertising via the Internet, direct mail, and print media. Initially, we expect any advertising for franchisees to be via the Internet, direct mail, newspapers, and otherwise in print and focused on local markets. Our advertising may be local, regional, or national in scope. We may employ a local, regional, or national advertising agency to produce advertising or may produce the advertisements in-house. We are not obligated to conduct any advertising or marketing programs within your Territory.

Marketing Fee

We do not require that you contribute to an advertising fund, nor do we reserve the right in the franchise agreement to establish an advertising fund. As described in Item 6, however, we may impose and collect up to 4% of Gross Sales as a Marketing Fee which compensates us for certain marketing and promotional activities such as the creation and production of promotional materials. Currently, however, we collect only 2% of Gross Sales per week in Marketing Fees. We have the right to direct all marketing programs, with the final decision over creative concepts, materials, and media used in the programs and their placement. While we have no contractual obligation to do so, it is our intent to spend Marketing Fee monies, or an equivalent amount, on national brand development. We do not guarantee that you will benefit from the Marketing Fee in proportion to your Marketing Fee payments.

Marketing Fee monies will not be held in a trust or escrow account, nor do we have any contractual obligation to account for Marketing Fee monies separately, and we will not have any fiduciary obligations to you with respect to the Marketing Fee. We will determine the use of the Marketing Fee monies and we need not provide you with a periodic accounting on how Marketing Fee monies are spent. Marketing Fee monies are general operating funds and we may spend such monies as we deem appropriate. We will not be required to spend any particular amount on marketing, advertising, or promotion in your Franchised Business's Territory, nor any pro rata amount based upon your Marketing Fee payment. To date, we have not used Marketing Fee amounts principally to solicit new franchise sales. Marketing Fee monies are not audited and financial statements related to Marketing Fees will not be available for review by franchisees. In 2024, our marketing expenditures were allocated as follows: 0% on media placement, 85% on production, and 15% on administrative expenses.

Initial Launch Advertising

In connection with the opening of your Franchised Business, and in addition to the payment of the Initial Marketing Fee, you must spend between $4,000 and $6,000, as we designate, for initial launch advertising for the period beginning the two weeks prior to the opening of your Franchised Business through your four initial months of operation. We will provide you with an initial launch advertising plan template, which you may modify, however, we have the right to approve or disapprove your modifications, in our sole discretion. You must provide us with supporting documentation evidencing these expenditures upon request. We may require you to pay us rather than third parties to implement your initial launch advertising program on your behalf. Currently, our initial launch advertising plan requires you to fund Google ad, Bing ad, and other designated online ad campaigns we direct. With respect to these campaigns we do require that you pay us directly, though we do not begin collecting these amounts until after your Franchised Business is open. This estimate does not include the ongoing Marketing Fees that you must pay to us as described above.

Local Marketing

During the term of the Franchise Agreement, we may require that you spend up to 2% of Gross Sales per month on approved marketing, advertising, and promotional activities in your Territory. This amount is in addition to the Initial Marketing Fee and Initial Launch Advertising expenditure amounts. We may also require that you provide us with an advanced copy of your pending marketing campaign and budget for our review and approval, and such documentation we deem necessary to confirm the required expenditures have been made.

Websites

You are not authorized to have a website, blog, or social media site for your Franchised Business (except as approved by us in writing), to register any domain names related to the 101 MOBILITY concept, or to have a webpage related to your Franchised Business on any third-party website. We may, but are not obligated to, establish and maintain from time to time a 101 MOBILITY website to provide information about the System and the goods and services that 101 MOBILITY businesses provide. You must, upon our request, provide us with promotional materials or information relating to your Franchised Business for us to include on our website.

Marketing Cooperatives

We currently do not have any marketing cooperatives and have no plans to form marketing cooperatives in the immediate future. If marketing cooperatives are formed, we will retain the right to change, dissolve or merge any such cooperative, in our sole discretion. As of the date of this disclosure document we have not established any marketing cooperative, however, when applicable, the terms of the Franchise Agreement require you to participate in any such marketing cooperative as directed by us. In the event we form a marketing cooperative, the rules we anticipate will govern a cooperative will allow the members to vote on the amount of their contribution, as approved by us, and such contribution amount will be credited towards each franchisee member's local marketing expenditure requirement.

Franchisee Advisory Council

We have established an advisory council composed of all franchisees in the system who are in good standing ("Franchisee Advisory Council"). The Franchisee Advisory Council serves in an advisory capacity only and has no operational or decision-making power. We have the power to form, change, or dissolve the Franchisee Advisory Council.

Office Location Selection

When you sign your Franchise Agreement, we will agree on a Territory within which you must locate your combination business office and warehouse space. While the Franchise Agreement requires that you open a Business Office within each Territory, currently, we generally allow franchisees to operate multiple contiguous Territories from a single Business Office location. If, however, you operate a large number of contiguous Territories, cover a large geographic area of contiguous territories, or multiple markets are included in your contiguous Territories, we may require that you establish multiple Business Offices. Also, if you purchase non-contiguous Territories, we do require that you establish a Business Office in each non-contiguous Territory in which you operate.

For each proposed space you identify, you must deliver to us a copy of the proposed lease and any information about the site we may reasonably request to perform our evaluation. We typically approve or refuse to approve a proposed space within 30 days of receiving all requested information. The criteria that we use to evaluate the space include general location, storage size, physical characteristics of existing buildings, handicap accessibility, and lease terms. We have the right to require that your lease include certain provisions we may reasonably require. If we cannot agree on a site, the franchisor has the right to terminate the Franchise Agreement.

Franchised Business Opening

A 101 MOBILITY Franchised Business usually opens for business within 60 days after the Franchise Agreement is signed. Factors which may affect the length of time between signing of the Franchise Agreement and opening for business include the time necessary to locate a space we will accept, to obtain any financing you need, to obtain required government licenses and permits, to complete any required construction or remodeling of the business office and warehouse space, to purchase and wrap your installation vehicle, to complete our initial training program, and to complete the hiring and training of personnel.

If you fail to open the Franchised Business within 90 days of signing your Franchise Agreement we can terminate the Franchise Agreement.

Computer Systems and Communications Links

You must purchase, install, maintain, and use the computer hardware, software, on-line services, and communication links that we specify periodically.

For your initial hardware, you must purchase your own computer and printer in the operation of the business, but you may also use a computer and printer that you already own as we do not currently impose specifications for this hardware. If you do not have a standard computer and printer or you purchase additional hardware that you would like to use in the operation of your Franchised Business, we estimate that these items will cost you an additional $2,000 to $3,500. We will provide you with your remaining hardware requirement, which includes an iPad Pro, a standard iPad, and wireless printer, used in the sales process and in the field by your installation technicians, the cost for which is included in the Initial Franchise Fee. You must also maintain a landline business telephone that is listed in the telephone directories we prescribe.

You must use the System's proprietary MOBILINK software in connection with the operation of your Franchised Business, which we license to you through our Software License Agreement included in this disclosure document as Attachment B to the Franchise Agreement. For access to the MOBILINK software, you must pay to us an ongoing Software License Fee that is currently included as part of the Technology Fee. We reserve the right to increase the Software License Fee. The Software License Fee is payable for each Territory for which you have entered into a franchise agreement. The MOBILINK software provides assistance with the management of client leads and data, sales records and documentation, inventory control, marketing efforts, administrative matters, and customer service for you and your employees and serves as a comprehensive business management software for your Franchised Business. We or our affiliates will provide support for the MOBILINK software. You must also purchase and use QuickBooks Online Plus for your bookkeeping and accounting, which is compatible with our accounting systems. QuickBooks Online Plus is available by subscription directly from Intuit for approximately $100 per month.

We do require that you complete our designated third-party training program for QuickBooks Online Plus before the Franchised Business opens at a cost ranging from $400 to $500.

You must maintain your computer system at your expense and must replace, upgrade, or update the hardware and software components of your computer system as we may require periodically. You must install any other hardware or software for the operation of the Franchised Business that we may require in the future, including any enhancements, additions, substitutions, modifications, and upgrades. There is no contractual limitation on the frequency or cost of these obligations. We may also require you to license from us, or others we designate, any computer software we develop or acquire for use by 101 MOBILITY Franchised Businesses. We will establish reasonable deadlines for implementation of any changes to our computer system requirements. We do not currently require that you enter into any maintenance, updating, upgrading, or support contracts for your computer systems, but we recommend that you do so. The vendor or supplier of the hardware components would typically provide such ongoing maintenance, updating, upgrading, or support services, the cost of which varies by vendor.

We will have, or you must grant us, unrestricted access to your computer systems and software. There are no contractual limitations on our right to access, collect, and use the data and information relating to your Franchised Business. You must permit us to independently download and transfer data via any connection we designate and must not, at any time, restrict our access to your computer systems. There are no contractual limitations on our right to access, collect, and use the data stored in your computer system.

Initial Training Program

Within seven-days of executing your Franchise Agreement, you must complete your initial onboarding call with us.

Also after you sign your Franchise Agreement you will first complete our onboarding process and eLearning course. Our eLearning course consists of approximately three hours of online introductory materials to our proprietary MOBILINK software, system products, franchise operations, pre-opening procedures, sales, and office procedures.

Part of the initial training you must successfully complete prior to opening includes our designated third-party online training programs for QuickBooks Online Plus, general financial matters, and OSHA 10 training. While you are not required to complete these third-party training programs before you attend our Initial Training program, you must successfully complete these courses before you begin to operate.

Within 90 days after executing your Franchise Agreement, you or your owners (if you are an entity) and your Operating Principal must have satisfactorily completed our Initial Training program. We will provide instructors, facilities, and materials at no charge, provided that all of your trainees are trained during the same session. We reserve the right to charge a reasonable fee for training individuals who are repeating the course or replacing a person who did not pass and for subsequent Operating Principals who attend the course. You are responsible for any travel expenses, living expenses, wages, and other expenses incurred by your trainees.

On-site Initial Training at our headquarters includes approximately ten days of training which will cover the management, sales, and operation of your Franchised Business. The initial five days of the Initial Training program will cover product knowledge and installation techniques for various products, and will continue the following week with a focus on sales, operations, marketing, and management best practices. We provide Initial Training approximately six times per year, though we may elect to limit class sizes. We do not grade your training, however, you and your attendees must complete training to our satisfaction.

Our Initial Training program is described in the following chart:

TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On-the-Job Training	Location
Installation Procedures	35	-	Wilmington, North Carolina
Product Knowledge	8	-	Wilmington, North Carolina
Instruction on Proprietary Operating System	10	-	Wilmington, North Carolina
Tracking Financials + Business Reports	3	-	Wilmington, North Carolina
Marketing	1.5	-	Wilmington, North Carolina
Operations & Launch Prep	5.5	-	Wilmington, North Carolina
Sales Procedures	13	-	Wilmington, North Carolina
Services Provided to 101 Mobility Franchisees (Vendor Information and Programs)	4	-	Wilmington, North Carolina
TOTAL	80	0	

The hours listed in the table above are subject to change depending on your background and progress during training. We use the Manuals, PowerPoint presentations, handouts, whiteboards, tests, and demonstrations as instructional materials in our training programs. Tamara Cunningham oversees our initial training program. Ms. Cunningham has been with us and in the industry since November 2011. Ms. Cunningham oversees a training team that includes an instructor with 15 years of experience in the marketing field, two instructors with 39 years of combined experience in franchise sales and business development, and a trainer with 15 years' experience related to the MOBILINK software.

Additional Training

We may periodically conduct additional training programs for you, your owners (if you are a business entity), and your Operating Principal. Additional training may be conducted at our office or another location that we designate and may be mandatory or optional. We consider our annual conference to be mandatory additional training. We may charge a reasonable fee for these additional training programs and you will be responsible for the travel expenses, living expenses, wages, and other expenses incurred by your trainees.

Additional Assistance

If you request, and we agree, to provide you with in-person assistance, or we require that you receive certain in-person additional assistance, you will pay us a Consulting Fee, currently $300 per trainer per day, and our trainer's travel, lodging, and dining costs.

ITEM 12
TERRITORY

Your franchise will be granted for a specific Territory identified by a series of ZIP Codes. If you purchase multiple Territories, they are not required to be adjacent.

Except as otherwise provided in this disclosure document and, in particular, with respect to National Accounts, while your Franchise Agreement is in effect, we will not operate a 101 MOBILITY business, or license to anyone other than you the right to operate a 101 MOBILITY business, that provides services or installs or delivers equipment at locations within your Territory. We have the right to terminate your limited territorial protection only under the following two circumstances: 1) if your annual Gross Sales from sales inside your Territory do not exceed at least $300,000 during your third through fifth years in operation; or 2) if your annual Gross Sales from sales inside your Territory do not exceed at least $500,000 during your sixth and subsequent years in operation. There are no other circumstances under which we have the right to modify your territorial rights. In the event of a transfer where a new franchise agreement is signed, the transferred Franchised Business's history of full operating years will be applied towards the applicable minimum performance requirement under the new franchise agreement. In the event you enter into multiple Franchise Agreements in connection with the purchase of multiple Territories, we do not grant you any additional or different territorial rights.

Your business office and warehouse space must be located in your Territory. If you would like to relocate your business office, you must follow our then-applicable site acceptance procedure.

Except as described above, we and our affiliates may engage in any business activities, under any name, in any geographic area, and at any location, regardless of the proximity to or effect on your Territory or Franchised Business. For example, we and our affiliates have the right: (a) to advertise or authorize others to advertise anywhere, using the Marks; (b) to establish or license businesses under the Marks, at any location outside of your Territory; (c) to sell or license others to sell, equipment and services through alternative distribution channels, including via the Internet, wholesale channels, and independent third party retailers, using the Marks or under names and symbols other than the Marks; and (d) if we purchase, acquire, are acquired by, or merge with other companies, to continue to operate, franchise, or license the acquired business anywhere, including in the Territory, under the Marks or a different trademark We are not required to compensate you for soliciting or accepting orders from inside your Territory.

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

You do not have the right to open additional Franchised Businesses nor do you have any rights of first refusal on any other Territory. You may not directly solicit or sell mobility and accessibility related products or services outside of your Territory without our prior written consent, which may be withheld. "Direct solicitation" includes, but is not limited to, solicitation in person, by telephone, mail, email, and distribution of brochures, business cards, or other materials. If we consent to you making sales outside of your Territory, you must immediately cease doing so if we subsequently withdraw our consent. If we permit you to operate in an unassigned Territory, when we grant a 101 MOBILITY franchise for the unassigned Territory to another party, you must immediately stop soliciting customers in the formerly unassigned Territory, but you may continue servicing existing customers in the Territory with respect to existing sales orders or contracts. You must provide us with all information relating customers in the formerly unassigned Territory, which we will provide to the new franchisee. Your Gross Sales from sales outside of your Territory in any calendar year must not exceed 10% of your total Gross Sales during that calendar year.

We may, but are not obligated to, negotiate and enter into national or regional account or referral arrangements with certain customers or third parties ("National Accounts"). We have complete discretion regarding whether to designate a particular customer or third party arrangement as a National Account, as well as the terms and conditions of the National Account agreement and the division of National Account business. We may designate any of your current or prospective customers or third party arrangements as National Accounts without paying you any compensation. If we establish a National Accounts program, we will have complete discretion in determining who will service the National Account, even if sales from servicing the National Account result in sales inside your Territory. We may, but are not obligated, to give you the option to service National Account customers. If we offer you this opportunity, however, and you elect to participate, you will service the National Account in accordance with the pricing and other terms that we have negotiated and any rules that we have prescribed, which we reserve the right to modify periodically. You may elect not to participate in any National Account by providing us notice of your election within five days of your receipt of our notice to you of an available National Account. You may end your participation in a National Account program by giving us at least 30 days' prior written notice. If we terminate your participation in a National Account program, which we reserve the right to do for any or no reason, or if you decline to service a National Account customer or fail to satisfy the conditions and obligations of any National Account, we may provide the services ourselves in your Territory, or we may grant servicing rights in your Territory to another franchisee or to a third party. If you are subsequently willing and able to provide service within your Territory, we will have no obligation to re-admit you to the program or to transfer or refer any National Account customer to you. You may not enter into conflicting arrangements with National Accounts. To the extent that we receive payment directly from a National Account customer, we will deduct from the payment the amount of all fees and other payments that you owe to us, and remit the balance to you within a reasonable period of time.

Currently, VA hospital sales and Workman's Compensation third-party administrators, among other accounts, are designated as sales under a National Account program. It is also our current policy to grant franchisees the first right to provide services and equipment to National Account customers that are physically located within their Territory. For purposes of the VA hospital National Account, the VA hospital is considered the National Account customer, not the veteran customers of the applicable VA hospital.

ITEM 13
TRADEMARKS

The principal trademark that you will use as our franchisee is the 101 MOBILITY name and logo. We may also authorize you to use other marks periodically. You may only use in your Franchised Business the Marks we designate, and only in compliance with written rules that we prescribe periodically.

Our affiliate, IP Licensor owns and has registered the following trademarks on the Principal Register of the United States Patent and Trademark Office (the "USPTO"):

Mark	Registration No.	Registration Date
101 Mobility (stylized design)	3,701,393	October 27, 2009
101 MOBILITY (standard characters)	4,425,001	October 29, 2013
101 MOBILITY (standard characters)	4,524,872	May 6, 2014

Mark	Registration No.	Registration Date
(stylized design)	4,524,874	May 6, 2014
MOBILINK (standard characters)	4,595,559	June 17, 2014
EXPERTS IN MOBILITY AND ACCESSIBILITY SOLUTIONS	5,319,078	October 24, 2017

IP Licensor has certain legal rights granted by these federal registrations, however, if our right to use any Mark is challenged, we may require you to change to an alternative mark, which may increase your expenses.

There are no currently effective material determinations of the USPTO, Trademark Trial and Appeal Board, the trademark administrator of any state, or any court involving the Marks. We know of no pending infringement, opposition, or cancellation proceedings or material litigation involving the Marks. IP Licensor has filed all required affidavits and the marks listed above have all been renewed, as applicable.

Through an intercompany license agreement between ourselves and IP Licensor, dated March 1, 2010, we have been granted the perpetual right to use and sublicense the above-listed Marks for the benefit of the franchise system. The agreement may only be terminated should we breach the agreement and not cure such breach within 30 days after receipt of notice, or upon our insolvency or dissolution, or the filing of a petition for bankruptcy.

Except for the license agreement with IP Licensor, there are no agreements currently in effect which significantly limit our right to use the Marks. We are aware of no superior rights or infringing uses that could materially affect the use of the Marks in any state.

You must use the Marks in full compliance with the provisions of the Franchise Agreement and according to the rules we periodically prescribe. You may not use any Mark, or any part of any Mark, as a part of your corporate name. Nor may you use any Mark with any prefix, suffix, or other modifying words, terms, designs, or symbols (other than the logos we license to you). You may not use the Marks in connection with the offer or sale of any unauthorized products or services or in any other manner not explicitly authorized in writing by us.

You may not use the Marks, any recognizable portion of the Marks, or any of the Copyrighted Material on the Internet, in any electronic or digital form, or on or through any electronic or digital medium, unless expressly permitted by us in writing. Also, you may not establish or maintain any recognizable portion of the Marks, or terms that may suggest an affiliation with us, for use or display as all or part of an e-mail address, Internet domain name, uniform resource locator ("URL"), or meta-tag, or in connection with any Internet home page, web site, or any other Internet-related activity without our express written consent, and then only in accordance with our procedures, standards, and specifications. This prohibition also includes the use or registration of the Marks, or any derivative of the Marks, as a part of any user name, account, or in any other way that may suggest an affiliation with us or the franchise system, on any gaming, blogging, user review, video sharing, or social networking website, or as part of any unauthorized email address.

If there is any infringement of, or challenge to, your use of any name, mark, or symbol, you must immediately notify us, and we may take any action that we deem appropriate, in our sole discretion. The Franchise Agreement does not require us to take affirmative action if notified of the claim. We have the right, but no contractual obligation, to initiate, direct, defend you against, and control any litigation or administrative proceeding relating to the Marks, including, but not limited to, any settlement. We and IP

Licensor will be entitled to retain any and all proceeds, damages, and other sums, including attorneys' fees, recovered or owed to us or our affiliates in connection with any such action. You must execute all documents and render any other assistance we or IP Licensor may deem necessary to any such proceeding or any effort to maintain the continued validity and enforceability of the Marks.

We have the right, upon reasonable notice, to change, discontinue, or substitute any of the Marks and to adopt new Marks for use with the System without any liability to you. You must implement any of these changes at your own expense within the time we reasonably specify.

ITEM 14
PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

We own no rights in, or licenses to, any patents or patent applications.

There are no registered copyrights material to the franchise, but we and IP Licensor claim copyright protection in many elements of the System, including the design elements of the Marks, advertising materials, marketing materials, training materials, signs, the content and design of our website, the Manuals, the MOBILINK Software, as well as other materials we, IP Licensor, or our franchisees may periodically develop ("Copyrighted Material").

To the extent that IP Licensor claims ownership in any of the Copyrighted Material, we have been granted the perpetual right to use and sublicense the Copyrighted Material for the benefit of the franchise system. The agreement may only be terminated should we breach the agreement and not cure such breach within 30 days after receipt of notice, or upon our insolvency or dissolution, or the filing of a petition for bankruptcy.

There are no determinations of the United States Copyright Office or any court regarding any of our Copyrighted Material. Except for the license agreement with IP Licensor, there are no agreements limiting the use of any of the System Copyrighted Material. We have no obligation to protect any rights you have to use the Copyrighted Works. We have no actual knowledge of any infringements that could materially affect the ownership, use, or licensing of the Copyrighted Material. You may only use the Copyrighted Material in the manner we specify. You may not use any of the Copyrighted Material on the Internet without our written permission. This includes display of the Copyrighted Material on commercial websites, gaming websites, and social networking web sites.

Any Copyrighted Material used by you in connection with your Franchised Business belong solely to us or IP Licensor. If there is any infringement of, or challenge to, your use of any Copyrighted Material you must immediately notify us, and we may take any action that we deem appropriate, in our sole discretion. The Franchise Agreement does not require us to take affirmative action if notified of the claim. We have the right, but no contractual obligation, to initiate, direct, defend you against, and control any litigation or administrative proceeding relating to the copyrights, including, but not limited to, any settlement. We and IP Licensor will be entitled to retain any and all proceeds, damages, and other sums, including attorneys' fees, recovered or owed to us or our affiliates in connection with any such action. You must execute all documents and render any other assistance we or IP Licensor may deem necessary to any such proceeding or any effort to maintain the continued validity and enforceability of the copyrights. If we request, you must discontinue the use of the subject matter covered by any Copyrighted Material. You must cooperate with any requests for assistance in defense of any claim related to the Copyrighted Material. We have no obligation to indemnify you from such claims.

During the term of your Franchise Agreement, we will disclose in confidence to you, either orally or in writing, certain "Confidential Information" which includes all trade secrets, and other elements of the System; all customer information; all information contained in the Manuals; financial information; marketing data; vendor and supplier information; standards and specifications; and all other knowledge, trade secrets, or know-how concerning or relating to the System, our business, or the establishment, construction, management, operation, or promotion of Franchised Businesses. You may not, nor may you permit any person to, use or disclose any Confidential Information (including without limitation all or any portion of the Manuals) to any other person, except to the extent necessary for your professional advisors and employees to perform their functions in the operation of the Franchised Business. You will be liable to us for any unauthorized use or disclosure of Confidential Information by any of your employees or any other person to whom you disclose Confidential Information. You must take reasonable precautions to protect the Confidential Information from unauthorized use or disclosure and must implement any systems, procedures, or programs that we require. You must require anyone who may have access to the Confidential Information to sign a non-disclosure agreement in a form satisfactory to us that identifies us as a third party beneficiary of the covenants with the independent right to enforce the agreement. Our current form of nondisclosure agreement appears in Exhibit D to this disclosure document.

If you or any of your owners develops any new concept, product, service, sales technique, or improvement in the operation or promotion of the Franchised Business (including any computer software enhancements), you must promptly notify us, and provide to us all necessary related information. Any and all such improvements to the System, the Services, or the Equipment that you develop (whether or not consented to) will automatically become our property without any compensation to you. If such improvements may be protected by trademark, copyright, patent, trade secret, or other laws, then you must execute documents that we may require to prove ownership of such improvements, to transfer ownership thereof to us, and to file related registrations or recordings. By signing the Franchise Agreement, you and each principal assign to us your respective rights in and to new or further developed concept, product, sales technique or improvement and permit us to use or disclose the information to other System franchisees as we determine appropriate, without providing you any compensation.

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

You must appoint an individual owner as your Operating Principal. Any individual with any equity interest in you may be eligible to become your Operating Principal. The Operating Principal must complete our initial training program, must have authority over all business decisions related to your Franchised Business, and must have the power to bind you in all dealings with us. They must also exert full-time best efforts in the operation of the Franchised Business and must, at all times, supervise directly from the premises, the operation of your Franchised Business. You may not change the Operating Principal without our prior approval.

Each entity and individual with direct or indirect ownership interest in your entity must sign the Payment and Performance Guarantee (the "Guarantee") attached to the Franchise Agreement, assuming and agreeing to discharge all obligations of the franchisee under the Franchise Agreement as if they were the franchisee in the agreement, including the confidentiality and noncompete provisions. The use of the term "indirect ownership interest" in the preceding sentence means an individual or an entity that has a beneficial interest in any level of ownership in your franchisee entity. The spouse of an individual with an ownership interest in your entity is not required to sign the Guarantee unless the spouse is also the owner of an ownership interest in your entity. We may also require your employees to enter into noncompete agreements in a form that we prescribe.

ITEM 16
RESTRICTIONS ON WHAT FRANCHISEE MAY SELL

In your Franchised Business, you may offer and provide for sale or rent only the equipment that we have approved in writing. You may also only provide those services we have approved in writing. We have the right to add, modify or discontinue the authorized equipment and services at our discretion, without limitation, and we may designate specific equipment or services as optional or mandatory. You must offer all equipment and services that we designate as mandatory. If we authorize another franchisee to offer a certain type of equipment or to offer a certain service, we are not obligated to authorize you to offer such equipment or services.

Except as otherwise described in this disclosure document, you are only authorized to offer equipment and services to customers located in your Territory and where the equipment and services will be delivered in your Territory. You may not directly solicit or sell mobility and accessibility related products or services outside of your Territory without our prior written consent, which may be withheld. “Direct solicitation” includes, but is not limited to, solicitation in person, by telephone, mail, email, and distribution of brochures, business cards, or other materials.

We may, but are not obligated to, negotiate and enter into national or regional account or referral arrangements with certain customers or third parties (“National Accounts”). We have complete discretion regarding whether to designate a particular customer or third party arrangement as a National Account, as well as the terms and conditions of the National Account agreement and the division of National Account business. We may designate any of your current or prospective customers or third party arrangements as National Accounts without paying you any compensation. If we establish a National Accounts program, we will have complete discretion in determining who will service the National Account, even if sales from servicing the National Account result in sales inside your Territory. We may, but are not obligated, to give you the option to service National Account customers. If we offer you this opportunity, however, and you elect to participate, you will service the National Account in accordance with the pricing and other terms that we have negotiated and any rules that we have prescribed, which we reserve the right to modify periodically. You may elect not to participate in any National Account by providing us notice of your election within five days of your receipt of our notice to you of an available National Account. You may end your participation in a National Account program by giving us at least 30 days' prior written notice. If we terminate your participation in a National Account program, which we reserve the right to do for any or no reason, or if you decline to service a National Account customer or fail to satisfy the conditions and obligations of any National Account, we may provide the services ourselves in your Territory, or we may grant servicing rights in your Territory to another franchisee or to a third party. If you are subsequently willing and able to provide service within your Territory, we will have no obligation to re-admit you to the program or to transfer or refer any National Account customer to you. You may not enter into conflicting arrangements with National Accounts. To the extent that we receive payment directly from a National Account customer, we will deduct from the payment the amount of all fees and other payments that you owe to us, and remit the balance to you within a reasonable period of time.

Currently, VA hospital sales and Workman’s Compensation third-party administrators, among other accounts, are designated as sales under a National Account program. It is also our current policy to grant franchisees the first right to provide services and equipment to National Account customers that are physically located within their Territory.

We impose no restriction on customers within your Territory that you may serve at your Franchised Business. However, you may not sell or offer to sell equipment or services through any wholesale, e-commerce, or other alternative channel of distribution besides the retail operation of your Franchised Business. We have the right to establish maximum, minimum, or other retail pricing requirements to the extent permitted by law.

ITEM 17
RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

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

Provision	Section in Franchise Agreement	Summary
a. Length of the franchise term	Section 2.1	Ten years from the Effective Date of your Franchise Agreement.
b. Renewal or extension of the term	Section 2.2	If you meet the conditions, you may enter into one renewal term of 10 years.
c. Requirements for franchisee to renew or extend	Section 2.2	You have notified us of your intent to renew at least three months in advance but no more than six months in advance; you have signed our then-current form of franchise agreement, which may have materially different terms and conditions than your original Franchise Agreement; you have refurbished and upgraded your business office, warehouse space, and vehicle to our then-current specifications; you and your guarantors have executed a general release in favor of us and our affiliates; you have satisfied all monetary obligations owed by you to us, our affiliates, and your suppliers; you, your owners (if you are an entity), you have submitted profit and loss statements for your last two calendar years in operation and for any interim period; and your Operating Principal have completed our then-current training requirements; you have substantially complied with the Franchise Agreement during the term; no Event of Default (as defined in the Franchise Agreement) or event which, with the giving of notice or passage of time or both, would become an Event of Default, exists; and you have paid us the Renewal Fee.
d. Termination by franchisee	Not applicable	You may terminate your Franchise Agreement under any grounds permitted by law.
e. Termination by franchisor without cause	Not applicable	Not applicable.
f. Termination by franchisor with cause	Section 6.1	We can terminate only if you default (see (g) and (h) below). In the event of the death or permanent incapacity of an owner, we may terminate if you fail to adhere to the applicable transfer requirements.
g. "Cause" defined – curable defaults	Section 6.1	You have (A) the lesser of (i) 30 days and (ii) 10 days after written notice to cure the non-payment of any amounts owed to us or our affiliates or your failure to make

Provision	Section in Franchise Agreement	Summary
		sufficient funds available to us; (B) 24 hours to cure non-compliance with any law, regulation or ordinance which results in a threat to the public's health or safety; (C) the cure period allowed by any supplier to pay such supplier all non-contested obligations ; and (D) 20 days to cure a failure to comply with any other provision of the Franchise Agreement not described above or in (h) below.
h. "Cause" defined – non-curable defaults	Section 6.1	You make a material misrepresentation to us or provide us with false or misleading information; you fail to report any Franchised Businesses in operation; you fail to permit us to inspect or audit your books and records; you fail to timely file reports three times in 12 months; you, your owners (if you are an entity), or your Operating Principal fail to satisfactorily complete Initial Training; you fail to begin operating your Franchised Business by the Opening Deadline; you suspend operations of your Franchised Business for more than five days without our consent unless we determine, in our sole discretion, that the failure was beyond your control; you misuse the Marks; you fail to meet your Annual Performance Requirement in any given year; you, your Operating Principal, or other representatives fail to attend two meetings within a 12 month period; non-permitted disclosure of Confidential Information by you or your disclose; you become insolvent or bankrupt; you or any of your owners or officers or directors is convicted of a crime involving moral turpitude or consumer fraud or any other crime, offense, or act which impairs the goodwill associated with the Marks; you or any of your Owners violates the transfer provisions of the Franchise Agreement; you or any of your owners violates the noncompete covenants of the Franchise Agreement; you default under any other agreement, including any other Franchise Agreement, with us or our affiliates if the default would permit the termination of that agreement; you fail to comply with our customer service standards twice within any six-month period, including any failure to contact or attempt to contact a referred customer within the required 24-hour window and failing to maintain a 75% call answer rate on any tracked phone line over any three month rolling period; or you are in default three or more times within any 18-month period.
i. Franchisee's obligations on termination/ non-renewal	Section 7	Pay all amounts due to us and our affiliates; discontinue use of the Marks, Copyrighted Material, and the System; return Confidential Information, personal data, and Manuals; refrain from disclosing Confidential Information;

Provision	Section in Franchise Agreement	Summary
		cancel assumed name registration; transfer telephone numbers, post office boxes, directory listings, and any promotional, marketing, and advertising accounts; provide us with an opportunity to purchase certain goods and to assume your lease; complete de-identification of Franchised Business; promote a separate identity; assign all customers and outstanding customer contracts to us or our designees; and comply with noncompete covenants (also see (o) and (r) below). If the Franchise Agreement terminates because you have closed the Franchised Business or because of your material default, you must pay us liquidated damages.
j. Assignment of contract by franchisor	Section 4.14	No restriction on our right to assign.
k. "Transfer" by franchisee – definition	Section 5.28(a)	Includes transfer of any interest in the Franchise Agreement, the license to use the System and the Marks, the Franchised Business or substantially all of the assets of the Franchised Business, or in you (if you are an Entity).
l. Franchisor approval of transfer by franchisee	Section 5.28	We have the right to approve all transfers.
m. Conditions for franchisor approval of transfer	Section 5.28	First, you must offer us the right to match any third party offer, as described in (n), below. All of your monetary obligations are satisfied; you are not in breach; you and your Owners sign a general release; you agree to noncompetition provisions and obligations relating to confidentiality; you remain liable for obligations incurred or arising prior to the transfer; you pay us the Transfer Fee; new franchisee agrees to discharge all of your obligations; new franchisee qualifies, meets training requirements, and signs then-current franchise agreement modified to reflect the remaining term left on your Franchise Agreement, and pays initials fees, excluding the Initial Franchise Fee; you or new franchisee upgrades the Franchised Businesses to our then-current specifications, including vehicle requirements; new franchisee covenants to continue to operate under the Marks and the System; new franchisee's owners execute our then-current form of personal guarantee; we approve the terms of the sale as related to the post-sale viability of the Franchised Business; sale must include all material assets of the Franchised Business.

Provision	Section in Franchise Agreement	Summary
n. Franchisor's right of first refusal to acquire franchisee's business	Section 5.28(g)	We can match any offer for your Franchised Business, the Franchised Business' assets, or any ownership interest, except for certain transfers to spouses, children, or existing owners.
o. Franchisor's option to purchase your business	Sections 7.5 and 7.6	After the Franchise Agreement terminates or expires, we can purchase any or all of the supplies, vehicles, equipment, marketing materials, signs, and fixtures related to the operation of your Franchised Business for their then-current fair market value, less any amounts then owing to us and our affiliates. We also have the right to assume your lease for your business office and warehouse space.
p. Death or disability of franchisee	Section 5.28(f)	Executor or representative must apply for our consent to transfer your interest to a third party approved by us within 90 days and must complete the transfer within 120 days.
q. Non-competition covenants during the term of the franchise	Section 5.27(a)	You may not have any involvement in a business that offers products or services relating to the sale, installation or servicing of mobility or accessibility-related equipment at any location in the United States its territories or commonwealths, or any other country, province, state or geographic area in which we or our affiliates have used, sought registration of or registered the Marks or similar marks, or operate or license others the right to operate a business under the Marks or similar marks by any means including, without limitation, sales via the Internet or catalogs ("Competitive Business"); no diverting customers or potential customers to any Competitive Business; no acts injurious to our goodwill.
r. Non-competition covenants after the franchise is terminated or expires	Section 5.27(b)	For two years after the expiration, termination, or transfer of your Franchise Agreement, you may not be involved in any Competitive Business operating within your Territory and within a 25-mile radius of your Territory or within the Territory of any then-existing 101 MOBILITY franchisee and you may not solicit any National Accounts or other accounts with which you had material contact in the two year period prior to termination.
s. Modification of the agreement	Section 9.2	No modifications unless agreed to in writing by both parties.
t. Integration/ merger clause	Section 9.1	Only the terms of the Franchise Agreement and the representations contained in this disclosure document are binding (subject to state law). Any other representations or promises made outside of the disclosure document and Franchise Agreement may not be enforceable.

Provision	Section in Franchise Agreement	Summary
u. Dispute resolution by arbitration or mediation	Sections 8.1 and 8.2	Claims, controversies, or disputes from or relating to the Franchise Agreement must be mediated, except for actions seeking injunctive relief and actions we bring which are related to your nonpayment or based on our Marks or Confidential Information. These provisions are subject to state law.
v. Choice of forum	Section 8.1	Mediation will take place in the city where our principal business office is located, currently Wilmington, North Carolina, at the time the mediation is initiated. Venue for injunctive or collection proceedings will be in any court of competent jurisdiction (subject to applicable state law); venue for all other actions must be initiated and litigated in the county in which our principal place of business is located at the time of such action. See the State Specific Addenda attached to this disclosure document.
w. Choice of law	Section 8.3	North Carolina law applies, (subject to state law), without any regard to the application of North Carolina conflict-of-law rules.

ITEM 18
PUBLIC FIGURES

We do not use any public figure to promote our franchises at this time.

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.

As of the end of the 2024 calendar year we had 55 101 MOBILITY franchisees (operating 168 Franchised Businesses) whose Franchised Businesses were in operation during the full 2023 and 2024 calendar years. Territories that transferred, whether to new or existing System franchisees were excluded. In the chart below, we group these 55 franchisees into four quartiles, from the top performing quartile to the bottom quartile for each calendar year, and present each quartile's average per Territory Sales. While these 101 MOBILITY franchisees operated anywhere from 1 to 9 Territories each, we divided their total annual Sales by the number of Territories each operated at the end of 2023 for the 2023 "per Territory" averages and the number of Territories each operated at the end of 2024 for the 2024 "per Territory" averages in the chart below.

Per Territory Sales Quartile Averages			
		2023	**2024**
First Quartile	Avg. Per Territory Sales	$1,308,326	$1,475,182
		High/Low: $3,977,006 / $904,525 Median: $1,173,275 3 of 14 or 21.4% met or surpassed the avg.	High/Low: $3,705,378 / $1,063,992 Median: $1,314,986 4 of 14 or 28.6% met or surpassed the avg.
Second Quartile	Avg. Per Territory Sales	$750,082	$810,353
		High/Low: $848,496 / $617,907 Median: $739,807 7 of 14 or 50.0% met or surpassed the avg.	High/Low: $1,013,082 / $668,817 Median: $784,773 6 of 14 or 42.9% met or surpassed the avg.
Third Quartile	Avg. Per Territory Sales	$447,833	$509,415
		High/Low: $606,014 / $364,947 Median: $435,798 7 of 14 or 50.0% met or surpassed the avg.	High/Low: $647,657 / $394,983 Median: $485,466 6 of 14 or 42.9% met or surpassed the avg.
Fourth Quartile	Avg. Per Territory Sales	$238,826	$238,918
		High/Low: $362,024 / $15,190 Median: $258,648 8 of 13 or 61.5% met or surpassed the avg.	High/Low: $344,688 / $36,673 Median: $252,999 7 of 13 or 53.8% met or surpassed the avg.

Note 1. The term "Sales" as used in the above chart are the revenues reported by 101 MOBILITY franchisees in our proprietary MOBILINK software and is the amount on which franchisees paid Royalty Fees during the relevant calendar year. Franchisees' total annual Sales were divided by the number of Territories each franchisee operates, and the per-Territory Sales were then ranked from highest to lowest in the grouping and averaging of the above quartiles.

Note 2. As stated in this disclosure document, franchisees are permitted to offer and provide products and equipment in areas surrounding their Territory which have not yet been granted to 101 MOBILITY franchisees. These sales are also included in the above chart. Once these surrounding areas are granted as Territories to other franchisees, sales in these areas will no longer be permitted.

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

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

Other than the preceding financial performance representation, 101 Mobility Franchise Systems, LLC does not make any financial performance representations. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Joseph C. Loch, President, 101 Mobility Franchise Systems, LLC, 5221

Oleander Drive, Wilmington, North Carolina 28403, (877) 350-2755, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

Table No. 1
Systemwide Outlet Summary
For Years 2022 to 2024

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2022	165	172	+7
	2023	172	177	+5
	2024	177	178	+1
Company-Owned[1]	2022	16	16	0
	2023	16	16	0
	2024	16	16	0
Total Outlets	2022	181	188	+7
	2023	188	193	+5
	2024	193	194	+1

Note 1. These company-owned outlets are owned by our affiliate, IP Licensor.

Table No. 2
Transfers of Outlets from Franchisees to New Owners (Other Than the Franchisor)
For Years 2022 to 2024

State	Year	Number of Transfers
California	2022	0
	2023	2
	2024	0
Connecticut	2022	0
	2023	0
	2024	1
Colorado	2022	3
	2023	0
	2024	0
Florida	2022	0
	2023	1
	2024	0
Iowa	2022	0
	2023	0
	2024	0

State	Year	Number of Transfers
Minnesota	2022	0
	2023	0
	2024	1
Rhode Island	2022	0
	2023	0
	2024	2
West Virginia	2022	0
	2023	0
	2024	0
Total	2022	3
	2023	3
	2024	4

Table No. 3
Status of Franchised Outlets
For Years 2022 to 2024

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of the Year
Alabama	2022	3	0	0	0	0	0	3
	2023	3	0	0	0	0	0	3
	2024	3	0	0	0	0	0	3
Alaska	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
Arizona	2022	4	0	0	0	0	0	4
	2023	4	0	0	0	0	0	4
	2024	4	0	0	0	0	0	4
California	2022	17	0	0	0	0	0	17
	2023	17	0	0	0	0	0	17
	2024	17	0	0	0	0	0	17
Colorado	2022	3	0	0	0	0	0	3
	2023	3	0	0	0	0	0	3
	2024	3	0	0	0	0	0	3
Connecticut	2022	4	0	0	0	0	0	4
	2023	4	0	0	0	0	0	4
	2024	4	0	0	0	0	0	4

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of the Year
Delaware	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
Florida	2022	8	6	0	0	0	1	13
	2023	13	2	0	0	0	0	15
	2024	15	0	0	0	0	0	15
Georgia	2022	7	0	0	0	0	0	7
	2023	7	0	0	0	0	0	7
	2024	7	0	0	0	0	0	7
Idaho	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
Illinois	2022	8	0	0	0	0	0	8
	2023	8	0	0	0	0	0	8
	2024	8	0	0	0	0	0	8
Indiana	2022	5	0	0	0	0	0	5
	2023	5	0	0	0	0	0	5
	2024	5	0	0	0	0	0	5
Iowa	2022	2	0	0	0	0	0	2
	2023	2	2	0	0	0	0	4
	2024	4	0	0	0	0	0	4
Kansas	2022	4	0	0	0	0	0	4
	2023	4	0	0	0	0	0	4
	2024	4	0	0	0	0	0	4
Kentucky	2022	3	0	0	0	0	0	3
	2023	3	0	0	0	0	0	3
	2024	3	0	0	0	0	0	3
Maine	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
Maryland	2022	5	0	0	0	0	0	5
	2023	5	0	0	0	0	0	5
	2024	5	0	0	0	0	0	5
Massachusetts	2022	6	1	0	0	0	0	7
	2023	7	0	0	0	0	0	7

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of the Year
	2024	7	0	0	0	0	0	7
Michigan	2022	8	0	0	0	0	0	8
	2023	8	0	0	0	0	0	8
	2024	8	0	0	0	0	0	8
Minnesota	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
Missouri	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
Nebraska	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
Nevada	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
New Hampshire	2022	0	1	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
New Jersey	2022	6	0	0	0	0	0	6
	2023	6	0	0	0	0	0	6
	2024	6	0	0	0	0	0	6
New York	2022	5	0	0	0	0	0	5
	2023	5	0	0	0	0	0	5
	2024	5	0	0	0	0	0	5
North Carolina	2022	5	0	0	0	0	0	5
	2023	5	0	0	0	0	0	5
	2024	5	0	0	0	0	0	5
Ohio	2022	4	0	0	0	0	0	4
	2023	4	0	0	0	0	0	4
	2024	4	0	0	0	0	0	4
Pennsylvania	2022	12	0	0	0	0	0	12
	2023	12	0	0	0	0	0	12
	2024	12	0	0	0	0	0	12
Rhode Island	2022	2	0	0	0	0	0	2

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of the Year
	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
South Carolina	2022	3	0	0	0	0	0	3
	2023	3	0	0	0	0	0	3
	2024	3	0	0	0	0	0	3
Tennessee	2022	5	0	0	0	0	0	5
	2023	5	0	0	0	0	0	5
	2024	5	0	0	0	0	0	5
Texas	2022	11	0	0	0	0	0	11
	2023	11	1	0	0	0	0	12
	2024	12	0	0	0	0	0	12
Utah	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
Virginia	2022	5	0	0	0	0	0	5
	2023	5	0	0	0	0	0	5
	2024	5	0	0	0	0	0	5
Washington D.C.	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
West Virginia	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
Wisconsin	2022	5	0	0	0	0	0	5
	2023	5	0	0	0	0	0	5
	2024	5	0	0	0	0	0	5
Totals	2022	165	8	0	0	0	1	172
	2023	172	5	0	0	0	0	177
	2024	177	1	0	0	0	0	178

Table No. 4
Status of Company-Owned[1] Outlets
For Years 2022 to 2024

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
Arkansas	2022	2	0	0	0	0	2
	2023	2	0	0	0	0	2
	2024	2	0	0	0	0	2
North Carolina	2022	1	0	0	0	0	1
	2023	1	0	0	0	0	1
	2024	1	0	0	0	0	1
Ohio	2022	6	0	0	0	0	6
	2023	6	0	0	0	0	6
	2024	6	0	0	0	0	6
Oklahoma	2022	2	0	0	0	0	2
	2023	2	0	0	0	0	2
	2024	2	0	0	0	0	2
Texas	2022	5	0	0	0	0	5
	2023	5	0	0	0	0	5
	2024	5	0	0	0	0	5
Totals	2022	16	0	0	0	0	16
	2023	16	0	0	0	0	16
	2024	16	0	0	0	0	16

Note 1. These company-owned outlets are owned by our affiliate, IP Licensor.

Table No. 5
Projected Openings
As of December 31, 2024

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
Minnesota	0	0	0
North Carolina	1	0	0
Totals	1	0	0

Exhibit I reflects the name, business address, and business telephone number of each of our franchisees as of December 31, 2024. Exhibit I also reflects the name, city and state, and current business telephone number, or if unknown, the last known home telephone number of every franchisee who had a franchise agreement terminated, canceled, not renewed, or who otherwise voluntarily or involuntarily ceased to do business under the franchise agreement during our most recently completed fiscal year or who has ceased to communicate with us during the ten week period before the issuance of this disclosure document. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the 101 MOBILITY System.

No franchisee has signed, within the last three years, a confidentiality clause with us that would restrict the franchisee's ability to openly communicate with you.

As of the date of this disclosure document, no trademark-specific franchisee organizations sponsored or endorsed by us and no independent franchisee organizations have asked to be included in this disclosure document.

ITEM 21
FINANCIAL STATEMENTS

Attached as Exhibit F to this disclosure document are the following financial statements:

1. Our unaudited balance sheet as of March 31, 2025, and our statement of profit and loss for the period beginning January 1, 2025 through March 31, 2025; and

2. Our audited balance sheets as of December 31, 2024, December 31, 2023, and December 31, 2022, and the related statements of profit and loss and members' equity, and cash flows for the years then-ended.

Our fiscal year ends on December 31.

ITEM 22
CONTRACTS

The following form contracts are included in this disclosure document:

Exhibit A — Franchise Agreement, including:
- State Specific Amendments to Franchise Agreement
- Payment and Performance Guarantee
- Attachment A – Franchisee Specific Information
- Attachment B – Software License Agreement
- Attachment C – SBA Addendum
- Attachment D – Renewal Addendum
- Attachment E – Transfer Addendum
- Attachment F – Waiver of Liability, Release, and Indemnification for Training Programs
- Attachment G – Release Amendment to Subsequent Franchise Agreement

Exhibit C — General Release (Sample Form)

Exhibit D — Nondisclosure and Noncompete Agreement

Exhibit E — Promissory Note
- Attachment A – Guaranty of Payment

Exhibit J — Compliance Questionnaire (not for use in California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin)

ITEM 23
RECEIPTS

Two copies of a receipt of this disclosure document appear as the last two pages of this disclosure document. Please return one copy to us and retain the other for your records.

EXHIBIT A

FRANCHISE AGREEMENT

101 MOBILITY FRANCHISE SYSTEMS, LLC
FRANCHISE AGREEMENT

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101 MOBILITY FRANCHISE SYSTEMS LLC
FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (the "**Agreement**") is entered into on the Effective Date stated in the attached Attachment A, which Attachment A is incorporated by reference herein and made a part of this Agreement. This Agreement is between 101 MOBILITY FRANCHISE SYSTEMS LLC, a North Carolina limited liability company ("**Franchisor**"), and the person or entity identified on Attachment A as the franchisee ("**Franchisee**"). In this Agreement, "**we**", "**us**", and "**our**" refer to Franchisor. "**You**" and "**your**" refer to Franchisee.

BACKGROUND

A. Franchisor and its affiliates have gained knowledge and experience in the sale of mobility and accessibility related products, equipment, and accessories ("**Equipment**") and in the provision of related services such as rental, installation, maintenance, and refurbishment services ("**Services**"). Additionally, we have developed and will continue to develop a distinctive business format, including a set of terms and operating procedures (the "**System**"). The distinguishing characteristics of the System include our specifications for Equipment and Services; color schemes, signage, and other identification schemes (the "**Trade Dress**"); our Business Office and Vehicle specifications; our training programs, operating procedures, customer service standards, and marketing and advertising techniques; our proprietary software; and all of the policies, procedures, standards, and terms set out in our operations manuals ("**Manuals**"). We reserve the right to change, improve, and further develop the elements of the System periodically.

B. We identify the businesses operating under the System by means of the 101 MOBILITY marks and certain other trademarks, service marks, trade names, signs, logos, associated designs, artwork, and other indicia of origin as we may adopt from time to time (collectively, the "**Marks**"). We may designate other trade names, service marks, and trademarks as Marks. Businesses operating under our distinctive business format, including the System and the Marks, are referred to as "**101 MOBILITY Businesses**."

C. You wish to open and operate a franchised 101 MOBILITY Business (the "**Franchised Business**") and to have the right to use the Marks and the System in your assigned geographic area ("**Territory**"). We are willing to grant to you a license to open and operate a 101 MOBILITY Franchised Business on the terms and conditions of this Agreement.

AGREEMENT

In consideration of the above and the mutual premises and agreements contained here, the receipt and sufficiency of which is hereby acknowledged, the parties agree to the following:

1. DEVELOPMENT RIGHTS AND OBLIGATIONS

1.1 Grant of License. On and subject to the terms and conditions of this Agreement, we grant to you a non-exclusive license (the "**License**") to provide Services and to deliver and install Equipment at locations within your Territory ("**Inside Territory Sales**"). Your License further gives you the right to operate a business office and warehouse space (together, "**Business Office**") and one or more vehicles to deliver and install Equipment and provide Services ("**Vehicle**") within your Territory. Your License gives you the right to use the Marks and the System only in connection with the Franchised Business.

Except as otherwise stated in Section 1.5, you have no right to use the Marks or the System outside of your Territory, nor do you have the right to use the Marks or System in any wholesale, e-commerce, or other alternate channel of distribution which may result in sales within your Territory.

1.2 Acceptance of License. You hereby accept the License and agree to continually operate the Franchised Business strictly according to the terms of this Agreement for the entire Term, as defined herein.

1.3 Territory. Your Territory will consist of the ZIP Codes set forth in Attachment A as geographically defined by the U.S. Postal Services as of the Effective Date of this Agreement. If, however, any ZIP Code is altered, split, or in any way changed to affect the outside boundary of your Territory, we have the right, in our sole discretion, to modify your Territory with respect to all ZIP Codes affected by the change (including any new or split ZIP Codes), provided, however, that we will not remove any previously granted ZIP Code from your Territory as long as the change does not result in any overlap with another 101 MOBILITY Business's Territory.

1.4 Limited Territorial Protection. Except as stated in this Section 1.3 and Section 5.10, and except as otherwise provided in this Agreement, we will not operate a 101 MOBILITY Business, or license to anyone other than you the right to operate a 101 MOBILITY Business, that provides Services or installs or delivers Equipment at locations in your Territory while this Agreement is in effect. Notwithstanding the foregoing, we reserve for ourselves all other rights not expressly granted to you under this Agreement and we and our affiliates may engage in any business activities, under any name, in any geographic area, and at any location, regardless of the proximity to or effect on your Territory or Franchised Business. For example, though not as an exhaustive list, we and our affiliates have the right: ***(a)*** to advertise or authorize others to advertise anywhere, using the Marks; ***(b)*** to establish or license 101 MOBILITY Businesses under the Marks, at any location outside of your Territory; ***(c)*** to sell or license others to sell, Equipment and Services through alternative distribution channels, including via the Internet, wholesale channels, and independent third party retailers, using the Marks or under names and symbols other than the Marks; and ***(d)*** if we purchase, acquire, are acquired by, or merge with other companies, to continue to operate, franchise, or license the acquired business anywhere, including in the Territory, under the Marks or a different trademark.

1.5 Solicitation and Sales Outside of Your Territory. You must concentrate your efforts within the Territory. You may not directly solicit, provide Services, or deliver or install Equipment to a location outside of your Territory without our prior written consent, which consent may be withheld or withdrawn at our sole discretion. "**Direct solicitation**" includes, but is not limited to, solicitation in person, by telephone, by mail, by email, by distribution of brochures, business cards, or other materials, and by any means you are able to target customers within certain limited and defined geographic areas, such as ZIP Codes. If we consent to your providing Services or delivering or installing Equipment at locations outside of your Territory ("**Outside Territory Sales**"), to your soliciting customers outside of your Territory, or to your operating in an unassigned Territory, you must immediately stop doing so if we withdraw our consent at a later time. Should we withdraw our consent, you must immediately cease soliciting customers and servicing existing and future customers in the area indicated by us outside of your Territory, but you may fulfill those sales orders that are existing and outstanding as of the date we withdraw our consent. You must provide us with all information relating to customers and Outside Territory Sales from the area outside of your Territory in which you provided Services, delivered and installed Equipment, solicited customers, and/or operated, which we may in turn provide to any new franchisee. Your Gross Sales from Outside Territory Sales in any calendar year shall not exceed 10% of your total Gross Sales during that calendar year.

1.6 Performance Requirements. Every year that you operate the Franchised Business, your annual Gross Sales must exceed the minimum sales requirement stated in Attachment A (the "**Annual Performance Requirement**"). If your Gross Sales fail to meet the Annual Performance Requirement, we have the right to terminate all or part of the limited territorial protection granted with respect to your Territory. We also have the right to terminate this Agreement. We will give you written notice of the action.

2. TERM AND RENEWAL

2.1 Initial Term. The initial term of this Agreement (the "**Initial Term**") begins on the Effective Date and ends ten years from that date. The Initial term may end sooner if this Agreement is ended under another Section of this Agreement.

2.2 Renewal Terms. After the Initial Term expires, you have the right, to continue to use the rights established under this Agreement for one successive term of 10 years (the "**Renewal Term**"). You may only exercise this right by:

(a) giving us written notice of your wish to get a renewal License at least three, but not more than six, months before the expiration of the Initial Term;

(b) not later than the expiration date of the Initial Term, delivering to us a completed and executed franchise agreement on our then-current form of franchise agreement. You acknowledge that the current-form may have terms significantly different than those in this Agreement, including, but not limited to, higher rates of Operating Fees and other fees and charges, but you will not have to pay another Initial Franchise Fee;

(c) not later than the expiration date of the Initial Term, updating your operations and refurbishing and upgrading your Business Office, Warehouse, and Vehicles, at your expense, to conform to the Trade Dress, System standards, presentation of the Marks, and our then-current image and, if necessary, in our sole opinion, to update and replace the furniture and fixtures to meet our then-current specifications;

(d) executing a general release, in a form we prescribe, of any and all claims against us, our parents, our affiliates, and each of our and their respective past, present, and future officers, directors, owners, managers, members, shareholders, agents, and employees;

(e) satisfying all monetary obligations owed by you to us or our affiliates or your suppliers;

(f) submitting to us such financial statements we require, prepared in accordance with our standard chart of accounts, for your last two calendar years in operation and any interim period thereafter;

(g) completing, and having you, your Owners, and your Operating Principal complete, all of our then-current training requirements, including any additional training that we may require;

(h) substantially and timely complying with each provision of this Agreement or any other agreement with us or our affiliates throughout the Initial Term and having no Event of Default, or event which with the giving of notice and/or passage of time would be an Event of Default, in existence as of the date you provide notice of your wish to enter into a renewal License and the expiration of the Initial Term; and

(i) paying to us the Renewal Fee.

2.3 Interim Extension Period. If you continue to accept the benefits of this Agreement after the expiration of the Initial Term but do not complete the requirements in Section 2.2, then at our sole option, this Agreement may be treated as ***(a)*** expired as of the date of the expiration and you will be operating without a franchise or license to do so and in violation of our rights to the Marks and System; or ***(b)*** continued and extended on a month-to-month basis (an "**Interim Extension Period**") and all your obligations will remain in full force and effect during the Interim Extension Period as if the Agreement had not expired, provided, however, that the effective Royalty Fee during any Interim Extension Period will be 10% of Gross Sales from the Franchised Business. Each Interim Extension Period expires at the end of each calendar month unless this Agreement is continued as provided in this Section. The Interim Extension Period does not create any new franchise rights and on the expiration of the final Interim Extension Period, you will be bound by all post-term obligations as provided in this Agreement.

3. FEES

3.1 Initial Franchise Fee. You must pay us, in a lump sum, a nonrefundable initial franchise fee (the "**Initial Franchise Fee**") at the time you sign this Agreement and in the amount stated in Attachment A. The Initial Franchise Fee is for the rights granted under this Agreement and is considered fully earned at the time paid. We have no obligation to refund the Franchise Fee, in whole or in part, for any reason.

3.2 Royalty Fee.

(a) Amount of Royalty Fee. Starting on your first day of operation, you must pay us a weekly royalty fee (the "**Royalty Fee**") equal to the percentage of your Gross Sales for the previous week, as stated in Attachment A. If any taxes, fees, or assessments are imposed on your payment of Royalty Fees (except taxes imposed on our net taxable income) you must also pay or reimburse the amount of the taxes, fees, or assessments within 15 days after your receipt of our written notice to you.

(b) Minimum Royalty Payment. Starting in the third full quarter of your operation of the Franchised Business, if the Royalty Fee amount directly related to Inside Territory Sales for the previous three months is less than the minimum royalty payment stated in Attachment A (the "**Minimum Royalty Payment**") you will pay the difference to us on the next Payment Date. You are considered to "**begin operating**" on the day we give you written permission to begin selling Equipment or offering Services.

(c) Definition of Gross Sales. "**Gross Sales**" means all revenue and monies received from the sale of all products and services related to the Franchised Business (regardless of where the products and services are provided) and all other income of every kind and nature related to the Franchised Business, including proceeds of business interruption insurance, whether for cash or credit (and regardless of collection in the case of credit). "**Gross Sales**" does not include any sales taxes or other taxes that you collect from customers and pay directly to the appropriate taxing authority; any rebates or promotional allowances paid to you in connection with your purchase of equipment or supplies; and documented customer adjustments and refunds.

3.3 Marketing Fee. You must pay to us a marketing fee (the "**Marketing Fee**") equal to up to 4% of Gross Sales. We will not require you to pay more than 4% of your annual Gross Sales as a Marketing Fee. In consideration for the Marketing Fee, we or our designee will provide such advertising, marketing, and promotional services as we deem appropriate.

3.4 Renewal Fee. Upon your signing of a renewal franchise agreement under Section 2.2, you must pay to us a renewal fee (the "**Renewal Fee**") equal to the amount stated in Attachment A.

3.5 Transfer Fee. If you Transfer your Franchised Business or this Agreement, you must pay to us the applicable Transfer Fee equal to the amount stated in Attachment A.

3.6 Initial and Ongoing License Fees. At the time you sign this Agreement, you must sign our Software License Agreement, included as Attachment B to this Agreement, under which you will pay us an ongoing software license fee for the use of software we license to you directly.

3.7 Technology Fee. You must also pay to us, on such date and in such manner as we designate, a technology fee ("**Technology Fee**") in the amount designated by us to be used in connection with certain software and technology related costs as determined by us in our discretion. The Technology Fee amount is subject to change on written notice to you as our technology-related costs also change. Such amounts may be used, for example, for costs and expenses related to the evaluation, development, customization, implementation, and maintenance of technology solutions for use in connection with the System; for intranet development, support, maintenance, and related costs; software or application development, customization, implementation, and license; online, internet, or digital related software, platforms, or support; hardware and/or software support; and other technologically related activities as we may determine from time to time. The Technology Fee may also include payment of third-party fees we incur on your behalf for such technology-related products and/or services. The Technology Fee is imposed on a per-Territory basis, that is, if you are required to pay the Technology Fee under more than one franchise agreement with us, you will pay the amount of the Technology Fee multiplied by the number of such executed franchise agreements.

3.8 Operating Fee Due Dates. Each week, on such day as we designate, you must pay to us the Royalty Fee and Marketing Fee, (collectively, "**Operating Fees**") due to us under this Agreement (the "**Payment Date**"). All Operating Fees must be paid in full by the Payment Date. If we accept any payment from you that is less than the full amount due, we have the right to recover the remaining balance due and to pursue any other remedy against you. For all other fees, the Payment Date will be the date stated in the demand. We reserve the right to change the payment schedule for payment of Operating Fees and Minimum Royalty Payments.

3.9 Method of Payment. You must use the payment method or methods that we select for all payments. We currently require electronic funds transfer, so you must choose an account at a commercial bank (the "**Account**") and give the bank all authorizations needed for us to transfer funds from the Account. On each Payment Date, we will transfer the amount of Operating Fees due from you, plus the balance of any Minimum Royalty Payment due from you and give you a confirmation of each transfer. You agree to maintain enough funds in the Account to cover all amounts payable to us. If funds in the Account are not enough to cover the amounts payable at the time we start the funds transfer, the amount of the loss will be considered overdue. And you agree to pay us, on demand, the overdue amount plus interest, any related bank fees, and any related Late Fees as described in Section 3.10 below. These remedies are in addition to any other remedies we may have under this Agreement or the law. If you fail to timely report your Gross Sales, we may estimate the amount of fees due and make a withdrawal from your bank account based on our estimate, plus 10% of our estimate. If we underestimate any fees due, you will be required to pay the total amount of fees due. If we overestimate any fees due, we will credit the fees paid against fees due in the next payment period after we receive accurate records regarding your Gross Sales. Our right to effect payment by electronic funds transfer or any other future payment method does not impair or reduce your duty to make payment when due.

3.10 Interest on Overdue Payments; Late Fee. If any payment or amount owed is not received in full by the date such amount is due, you agree to pay us, upon demand, interest on the amount owed, calculated from the due date, at the rate of 18% per annum (or the maximum rate permitted by law, if less than 18%) on the remaining amount owed periodically. You also agree to pay us a late fee ("**Late Fee**") in the amount of $150 for each overdue payment received after the due date. The Late Fee due will increase by $25 for each week that a payment remains unpaid. We may increase the Late Fee amount upon 60 days prior written notice, but we will not increase the Late Fee more than once in any 12-month period.

3.11 Taxes and Fees. You are responsible for all taxes, assessments, and government charges imposed on you for any business activities under this Agreement. All payments by you to us under this Agreement will be made without set-off or deduction, except for taxes or fees required to be deducted or withheld by taxing authorities. If you fail to deduct or withhold these taxes or fees, unless requested or instructed by us not to, you will indemnify us for the full amount of the taxes or fees and for any loss (including penalties, interest, and expenses) caused by your failure to deduct or withhold taxes or fees. Also as part of the Operating Fees, you will pay any taxes imposed on us or our affiliates by federal, state, or local taxing authorities for our acceptance of any Operating Fees. This does not include any taxes measured on our income.

3.12 Referral Fees. We may require you to pay a referral fee to other franchisees who refer customers or business, such as installation work, to you.

3.13 Collection Costs and Expenses. If you fail to comply with any of the terms or conditions of this Agreement, you must promptly reimburse us for any and all costs and expenses that we incur in enforcing the terms of this Agreement including, without limitation, fees paid to a collection agency, and reasonable attorneys' fees and accountants' fees. This obligation is in addition to and not in lieu of any other remedies available to us under this Agreement and applicable law.

3.14 No Set-Off Rights. You may not set off, deduct or otherwise withhold any fees or other amounts due to us under this Agreement on grounds of alleged nonperformance by us of any of our obligations or for any other reason. Withholding Royalty Fees or any other amounts due to us is a material breach of this Agreement.

4. OUR OBLIGATIONS

4.1 Manuals. We will loan you a copy of our confidential operations manuals (the "**Manuals**"). We may from time to time provide updates to the Manuals. It is our sole decision to provide these updates by letter, email, bulletin, software, or any other communication method we elect.

4.2 Training.

(a) Initial Training of Your Personnel. We will provide initial training to you, your Owners, and your Operating Principal, and each must attend and satisfactorily complete our initial training program ("**Initial Training**"). Your Initial Training will cover subjects we deem related to the operation of the Franchised Business, such as the use of the System, the management of your Franchised Business, and installing Equipment. We will provide Initial Training at our offices in Wilmington, North Carolina, or at any other location we designate. We will hold Initial Training at a time that we choose, but we will try to accommodate your reasonable requests. We are not required to provide you with Initial Training or any additional training in connection with any additional Territories or Franchised Businesses your purchase.

(b) Additional Training. In addition to Initial Training, you must attend, and you must cause your Owners and Operating Principal to attend, and satisfactorily complete any training programs we may periodically require after you begin operations. Our annual conference will be deemed mandatory additional training. We may charge you a reasonable training fee for each individual required to attend the additional training program, and you are responsible for any expenses involved in your attendees' attendance of and participation in such further training including, for example, any applicable travel, living, and food expenses, and wages.

4.3 Opening Assistance. We will advise you about initial orders of Equipment and other supplies. We will also advise you about establishment of business relationships with designated and approved suppliers. We may also, in our sole discretion, provide you with on-site assistance in connection with the initial launch of your Franchised Business.

4.4 Additional Assistance; On-Site Assistance. From time to time, and as we deem appropriate, we will provide you with ongoing technical, managerial, and administrative advice and guidance by telephone, email, and other forms of communication. We may, in our discretion, agree to provide you with additional in-person assistance upon your specific request, where such in-person assistance is provided on-site at your Franchised Business or at a location other than our headquarters. We may also require that certain individuals attend and satisfactorily complete any additional in-person training we may require in our discretion. You are required to pay for the travel, living, and food expenses of our trainers as well as our consulting fee ("**Consulting Fee**"), which is currently $300 per day (including a partial day) for each person providing the additional assistance. All expenses and the Consulting Fee is payable within 15 days of the rendering of services. We will have the right to increase the amount of the Consulting Fee once within any 12-month period. You acknowledge and agree that any consultation and/or advice that we provide to you will not relieve you of your responsibilities to comply with all applicable laws, rules, and regulations with respect to your operation of the Franchised Business and that you will seek the advice of local counsel where necessary.

4.5 Inspections. We and our designees may periodically inspect the operation of your Franchised Business, whether through on-site or remote inspection, and advise you of its results. We may provide you with a written action plan that you must carry out after each inspection. If we decide that your Franchised Business operations do not meet the System's standards, we may require you to have additional on-site advice and training from our staff or designee to fix any problems. If this is required, you must pay us for our expenses and the Consulting Fee within 15 days of the rendered on-site advice and/or training.

4.6 Equipment, Supplies, and Services. We will communicate to you information about our designated and approved suppliers, which may include us and our affiliates. We will also communicate any brand specifications we impose on Equipment to be offered and sold by the Franchised Business.

4.7 Review of Proposed Equipment, Supplies, or Suppliers. We will review your requests for approval of supplies, Equipment, Vehicles, Services, or suppliers within 60 days of receiving all of the requested information. If you do not receive our approval within 60 days, our failure to respond will be considered a rejection of the request. See Section 5.6 for details.

4.8 Approval of Advertising Programs. We shall review and approve or disapprove any advertising or promotional programs or materials that you develop, including your initial launch advertising.

4.9 Meetings and Conferences. We may decide to organize meetings of our franchisees that may be mandatory or optional. We will designate the time and place of any meetings, that may be held in-person or remotely via teleconference, web seminar, or other method we designate. You are responsible for travel, living, and other expenses that you, your Owners, and/or your Operating Principal incur in attending the meetings. If we designate such meetings as additional training we may also charge you a reasonable fee for each attendee.

4.10 Leads. We may refer to your Franchised Business any prospective customers that we receive through the website, telephone calls, or other methods of communication that determine the potential customer is in your Territory. You must contact the customer, or attempt to contact the customer at least twice, within 24-hours of our sending you the potential customer's information. If, however, you do not respond to the referral of a potential customer within the 24-hour window, we or another franchisee or third party we designate may service this customer by providing Services and delivering and installing Equipment within your Territory. If we purchase leads at your request, there may be a charge to you (at our actual cost plus a reasonable administration fee). If a customer prefers that you perform an installation in a Territory other than yours, you must obtain our prior written approval to perform the installation and pay a commission to the franchisee in whose Territory the installation is performed. The commission is an amount or according to a formula determined by us in our sole discretion, as described periodically in the Manual.

4.11 Intranet. We may, at our option, establish and maintain an intranet or extranet system through which members of the 101 MOBILITY network may communicate and through which we may disseminate updates to the Manuals and other confidential information. We will have no obligation to establish or to maintain the intranet indefinitely, and may dismantle it at any time without liability to you. We may establish policies and procedures for the intranet's use. While we expect to adopt and adhere to a reasonable privacy policy, you acknowledge that, as administrator of the intranet, we can technically access and view any communication that anyone posts on the intranet. You further acknowledge that the intranet facility and all communications that are posted to it will become our property, free of any claims of privacy or privilege that you or any other individual may assert. If you fail to pay when due any amount payable to us under this Agreement, or if you fail to comply with any policy or procedure governing the intranet, we may temporarily suspend your access to any chat room, bulletin board, listserv or similar feature the intranet includes until such time as you fully cure the breach.

4.12 Pricing. To the fullest extent permitted by applicable law, we reserve the right to establish maximum, minimum or other pricing requirements with respect to the prices you may charge for Equipment and Services.

4.13 Assignment by Us. We may assign or transfer this Agreement and all of our rights, duties and obligations to any person, group, or Entity that we choose. Upon an assignment, we will be released from all of our duties and obligations. You will look only to our assignee for the performance of these duties and obligations. For purposes of this Section 4.13, the term "**assignmen**t" will include, but is not limited to, ***(a)*** a merger or consolidation by us or any of our affiliates into or with any other person or Entity, ***(b)*** the merger of consolidation of any person or Entity into us or any of our affiliates, ***(c)*** a sale of substantially all or any of our or our affiliates' assets, or ***(d)*** any other transaction that results in a change in control of our Entity.

5. YOUR OBLIGATIONS AND OPERATING STANDARDS

You covenant and agree as follows:

5.1 Development of Your Territory.

(a) Development. You will use your best efforts to actively promote and extend the 101 MOBILITY concept in your Territory.

(b) Opening Deadline. You may not begin offering or making Equipment sales or performing Services until you have received our written approval. Our approval will not be unreasonably withheld. You must open your Business Office and begin operating the Franchised Business and offering Equipment and Services by no later than 90 days after the Effective Date (the "**Opening Deadline**").

(c) Staffing. In addition to ensuring that at all times the Franchised Business is under the direct supervision of your Operating Principal, you agree to staff the Franchised Business with the number of mobility consultants, customer care manager, mobility specialists, or other key personnel as we specify from time to time.

5.2 Products and Services You Must Offer. You must offer, sell, and provide only the Equipment and Services that we have approved in writing and only the Equipment and Services we have approved in writing. We have the right to add, modify, and discontinue authorized Equipment and Services at any time, in our sole discretion. We may also label specific Equipment or Services as optional or mandatory. You must offer for sale all Equipment and Services that we label as mandatory. If we authorize another franchisee to offer or sell a specific type of Equipment or Service, we are not required to authorize you to offer or sell the same Equipment or Services.

5.3 Vehicles. You may either purchase or lease the Vehicle(s) necessary to operate your Franchised Business. We may require your Vehicles be a certain make, model, or color. We may also require that your Vehicles be new at the time of purchase or lease. You must purchase and install a vehicle wrap for each Vehicle we designate and you agree to purchase the graphics for the Vehicles from us or an authorized vendor. The graphics must be placed on the Vehicles in agreement with our specifications. The interior of all Vehicles will be outfitted in accordance with our standards and specifications.

5.4 Vehicle Maintenance and Upgrades. You are responsible for maintaining and repairing all Vehicles used in connection with the Franchised Business at your own expense. You must regularly service your Vehicles and must keep each Vehicle in the highest degree of cleanliness, orderliness, sanitation, and repair. You may not make any material alteration, addition, replacement, or improvement to your Vehicles—including alterations to fixtures, furnishings, signs, and equipment—without our prior written consent. If we require you to upgrade, add to, or stop using any Vehicle, we will provide you with written notice of any additional or replacement Vehicles that you must purchase. If a Vehicle is more than five years old, we may require you to replace it.

5.5 Supplies, Equipment, and Services. We may require that items, supplies, Equipment, and services purchased for your Franchised Business: ***(a)*** meet certain specifications; ***(b)*** be a specific brand, kind, or model; ***(c)*** be purchased only from suppliers or service providers that we have expressly approved; and/or ***(d)*** be purchased from a single source that we choose (which may include us or our affiliates or a buying cooperative organized by us or our affiliates). We will publish all of our requirements in the Manuals or otherwise communicate them to you in writing. We may change the authorized supplies, Equipment, and services. We may also select specific supplies, Equipment, and services as optional or mandatory. You must use all items that we select as mandatory. You must comply with any terms, conditions, or other restrictions imposed by suppliers or service providers concerning your purchase. This includes, without limitation, terms of payment except to the extent that a charge by a supplier is being contested in good faith. You must maintain enough inventory of supplies and Equipment to meet our standards stated in the Manuals. If we revoke approval of a previously-approved item or service, you may continue to use the item or service for up to 60 days after our disapproval. You must then dispose of the formerly approved supplies or Equipment as we direct. We have the right to shorten this period if, in our opinion, the continued use of the item or service would prove detrimental to the System or our reputation.

You acknowledge and agree that we and our affiliates may negotiate purchase arrangements with designated and approved suppliers for your benefit and for the benefit of the franchise system, and that we may derive revenue or obtain rebates, bulk pricing discounts, or allowances from such suppliers on account of franchisee purchases or leases. You agree that, regardless of policy or practice, we have, at all times, the right to retain and use all such benefits as we deem appropriate, in our sole discretion.

5.6 Approval Process. If you would like to ***(a)*** offer Equipment or Services, ***(b)*** use any supplies, Equipment, Vehicles, or services, or ***(c)*** purchase from a supplier or service provider that we have not approved, you must submit a written request for approval and provide us with any information that we request. We have the right to inspect the proposed supplier's facilities and test samples of the proposed items and to evaluate the proposed service provider and the proposed service offerings. You agree to pay us a charge not to exceed the reasonable cost of the inspection and our actual cost of testing the proposed item or evaluating the proposed service or service provider, including personnel and travel costs, whether or not the item, service, supplier, or service provider is approved. We have the right to grant, deny, or revoke approval of items, services, suppliers, or service providers based solely on our judgment. We will notify you in writing of our decision as soon as practicable following our evaluation. If you do not receive our approval within 60 days after submitting all of the information that we request, our failure to respond will be deemed a disapproval of the request. We reserve the right to re-inspect the facilities and products of any approved supplier and to reevaluate the services provided by any service provider and to revoke approval of the product, service, supplier, or service provider if any fails to meet any of our then-current criteria. If you receive a notice of revocation of approval, you agree to stop purchasing the formerly-approved item or service or any products or services from the formerly-approved supplier or service provider and you must dispose of your remaining inventory of the formerly-approved items and services as we direct.

5.7 Business Office. You must open and operate a Business Office in your Territory. If you wish to change the address of your Business Office, you must provide us with advanced written notice and follow the procedure for Business Office location acceptance as set forth in this Section 5.7. Before entering into a lease for your Business Office, you must submit to us the proposed site lease and any information about the site that we request for our approval. We have the right to require your lease to include any provisions we reasonably require. If we grant written approval of your lease, you must deliver to us the completely executed lease within 10 days of its execution. You must comply with the terms and conditions of your lease. Your Business Office must be fitted out and constructed in accordance with plans approved by us. We will not supply such plans, but will review them after they are submitted to us for approval, and will inform you of any changes we believe appropriate. We reserve the right to require you to update your Business Office, including related signage, furniture, fixtures, and equipment, periodically to meet our current standards, but not more than once every three years.

5.8 Training.

(a) Initial Training. Prior to opening your Franchised Business, you, your Owners (if you are an Entity), and your Operating Principal must attend and satisfactorily complete the Initial Training program described in Section 4.2. Each following Operating Principal must attend our Initial Training for a reasonable fee unless we otherwise agree in writing. We will provide instructors, facilities, and materials for the Initial Training program at no charge. We reserve the right to charge a reasonable fee for training persons who are repeating the course or replacing a person who did not pass and for later Operating Principals who attend the course. You are responsible for any travel, living, and food expenses, wages, and any other expenses incurred by your trainees.

(b) Additional Training. In addition to Initial Training, you must attend, and you must cause your Owners and Operating Principal to attend, and satisfactorily complete any training programs we may require periodically after you begin operations. Our annual conference will be deemed mandatory additional training. We may charge you a reasonable training fee for each additional training program, and you are responsible for any expenses involved in your attendees' attendance of and participation in such further training including, for example, any applicable travel, living, and food expenses, and wages.

(c) Additional Assistance. We may, in our discretion, agree to provide you with additional in-person assistance upon your specific request, where such in-person assistance is provided on-site at your Franchised Business or at a location other than our headquarters. We may also determine, in our discretion, that you or certain individuals require additional in-person assistance. You must pay for the travel, living, and food expenses of our trainers as well as our Consulting Fee for each person providing the additional assistance. All expenses and the Consulting Fee are payable within 15 days of the rendering of services. We will have the right to increase the amount of the Consulting Fee once within any 12-month period. You acknowledge and agree that any consultation and/or advice that we provide to you will not relieve you of your responsibilities to comply with all applicable laws, rules, and regulations with respect to your operation of the Franchised Business and that you will seek the advice of local counsel where necessary.

5.9 <u>Customers</u>.

(a) Customers You May Serve. Except as provided in Section 1.4, you may only sell Equipment and provide Services directly to customers located in your Territory. You must refer any inquiries to us that you receive from prospective customers that are located outside of your Territory, that request you to provide Services or to deliver and install Equipment outside of your Territory, or from prospective franchisees that are interested in establishing franchises outside of your Territory.

(b) Customer Data. You agree that all data and information collected by you from customers and potential customers in connection with your Franchised Business ("**Customer Data**") is owned by us. You also agree to give us, or grant us unlimited access to, the Customer Data any time we request it. You have a license and right to use Customer Data while this Agreement or a replacement or renewal franchise agreement is in effect, but only in line with the policies that we establish and applicable law. You may not sell, transfer, or use Customer Data for any purpose other than marketing Equipment and Services and the operation of your Franchised Business in accordance with this Agreement.

5.10 <u>National Accounts</u>. We may, but we are not obligated to, negotiate and enter into national or regional account or referral arrangements with certain customers or third parties ("**National Accounts**"). We have the sole and absolute discretion to name a particular customer or third party arrangement as a National Account and to name the terms and conditions of the National Account agreements and of the division of National Account business. We may designate any of your current or prospective national or regional customers or third party arrangements as National Accounts without paying you any compensation. If we establish a National Accounts program, we will have the sole and absolute discretion to determine who will service the National Account, regardless of whether or not sales related to or through such National Account result in Inside or Outside Territory Sales. We may, but are in no way obligated to, provide you with the option to service National Account customers whether for Inside Territory Sales or otherwise. Should we offer to you the opportunity and you elect to participate in a National Account program, you agree to service such National Account in line with the pricing and other terms that we have negotiated and any rules that we have set, which we reserve the right to modify periodically. You may elect not to participate in any National Account program by providing us notice of your election within five days of your receipt of our notice to you of an available National Account. You may end your participation in the

National Account program by giving us at least 30 days' prior written notice. If we terminate your participation in a National Account program, which we reserve the right to do for any or no reason, or you elect not to participate, terminate your participation, or fail to satisfy the conditions and obligations of any National Account, we have the right to service and/or authorize others, including any system franchisee or other third party, to service National Account program customers in your Territory without any compensation to you. If you are later willing and able to provide service in your Territory, we have no obligation to give you the program or transfer any National Account back to you. You must not enter into contrary arrangements with National Accounts. To the extent that we receive payment directly from a National Account customer, we will deduct from the payment the amount of all fees and other payments that you owe to us, and remit to you the balance within a reasonable period of time.

5.11 Marketing.

(a) Approval Requirement. You must obtain our prior written approval before using or reproducing any advertising or promotion materials, regardless of the media for which they are intended, using any of the Marks. If any of your advertising is in media that will or may reach a significant number of persons outside of your Territory, you must notify us in advance and obtain our consent. You must conduct all advertising in a dignified manner and in conformity with the standards and requirements we specify in the Manuals. We may establish rules and policies periodically regarding advertising. We will have the final decision on all creative development of advertising and promotional messages. If our written approval is not received within 10 business days from the date we received the material, the material is deemed disapproved. We reserve the right to require you to discontinue the use of any advertising or marketing materials.

(b) Initial Launch Advertising. You must spend between $4,000 and $6,000, as we designate, for initial launch advertising and promotion in the two weeks before opening the Franchised Business and during the four months after it opens in line with a plan that we approve. We will give you an initial launch advertising plan template, which you may modify, however, we have the right to approve or disapprove your changes, in our sole discretion. No amount paid by you for your initial launch will be credited towards any of your other advertising duties. You must give us documents that prove these expenses on request. We may require you to pay us any or all of the initial launch advertising amount, rather than third parties, to put into action all or part of your initial launch advertising program.

(c) Local Marketing. At our election, we may require that you spend up to 2% of Gross Sales per month on approved marketing, advertising, and promotional activities within your Territory. If and when requested, you agree to provide us with a copy of your marketing campaign and budget for the period we request—for example, whether monthly or quarterly—for our review and approval. We may also request, and you agree to provide, any documentation we deem necessary to confirm the required local marketing expenditures have been made.

(d) Marketing Cooperatives. You agree to join and actively participate in any organizations or associations of franchisees or advertising cooperatives that we establish or that are established at our direction for the purpose of promoting, coordinating, and purchasing advertising in local, regional, or national areas where there are multiple 101 MOBILITY Businesses and to abide by the bylaws, rules, and regulations duly required by us and as supplemented by the organization to the extent such supplements are not inconsistent with our requirements. Fees paid by you as contribution to any such associations and cooperatives formed will be credited towards your local marketing expenditure requirement.

(e) Websites and Online, Electronic, and Digital Presence. You are not authorized to have a website for your 101 MOBILITY Business, to register any domain names relating to 101 Mobility or the Marks, to have a webpage related to your 101 MOBILITY Business, other than any mini-site/landing page we provide for you, on any third party website or to maintain a blog or social media site for your 101 MOBILITY Business. You must, on our request, provide promotional materials or information relating to your 101 MOBILITY Business to include on our website. Also, you may not establish or maintain any recognizable portion of the Marks, or terms that may suggest an affiliation with us, for use or display as all or part of an e-mail address, Internet domain name, uniform resource locator ("URL"), or meta-tag, or in connection with any Internet home page, web site, or any other Internet-related activity without our express written consent, and then only in accordance with our procedures, standards, and specifications. This prohibition also includes the use or registration of the Marks, or any derivative of the Marks, as a part of any user name, account, or in any other way that may suggest an affiliation with us or the franchise system, on any gaming, blogging, user review, video sharing, or social networking website, or as part of any unauthorized email address. You may not use the Marks, any recognizable portion of the Marks, or any of the Copyrighted Material on the Internet, in any electronic or digital form, or on or through any electronic or digital medium, unless expressly permitted by us in writing.

(f) Internet Advertising. You must participate in all internet advertising or marketing campaigns or programs we designate from time to time. This includes, without limitation, any ad word or similar campaigns. We reserve the right to manage any such campaigns or programs on your behalf and may also elect to pay the third party providers of such campaigns or programs directly, for which costs you agree to reimburse us on such due date and by such payment method we designate.

5.12 <u>Conferences</u>. You, your Owners, and your Operating Principal must attend franchisee conferences, meetings, and teleconferences that we require in the Manuals or in writing. You are responsible for arranging and paying for transportation, accommodations, meals, wages, and other expenses incurred by your representatives in connection with such attendance. If we designate such meetings as additional training we may also charge you a reasonable training fee for each attendee.

5.13 <u>Franchisee Advisory Council</u>. If we create an advisory council of franchisees ("**Franchisee Advisory Council**") to advise us on various issues and strategies, the Franchisee Advisory Council will have an advisory role, but no operational or decision-making power. We may change the structure and process of the Franchisee Advisory Council or end the Franchisee Advisory Council at any time. If we establish a Franchisee Advisory Council, you must participate in all related activities and meetings and pay any dues related to the Franchisee Advisory Council.

5.14 <u>Computer System; Data Security</u>

(a) Computer Systems and Communications Links. You must purchase, install, and use, at your expense, the hardware, software, on-line services, and communications links that we periodically designate. You must maintain a landline telephone for your business and listings of your business in telephone directories that we suggest. You agree to: ***(a)*** maintain on the computer system only the financial and operating data specified in the Manuals; ***(b)*** use the computer system in line with our policies and operational procedures; ***(c)*** transfer data to us in the form and at the times required by the Manuals; ***(d)*** give us unrestricted access to your computer system at all times (including users IDs and passwords, if necessary, and remote access, if possible) to download and transfer Franchised Business related data via modem or other connection as we determine—there is no limit on our right to access or use this information; ***(e)*** maintain the computer system in good working order at your own expense; ***(f)*** install any other hardware or software for the operation of the Franchised Business that we may require in the future, including any enhancements, additions, substitutions, modifications, and upgrades; and ***(g)*** ensure that your employees are sufficiently trained in the use of the computer system and our related policies and procedures. You acknowledge that computer designs and functions change periodically and that we may make large changes to the computer specifications or require the installation of an entirely different system. If we require you to purchase, install, and use any additional or upgraded or updated software, you agree to execute any required license or end user agreements and pay any fees associated with the software that we or the licensor of the software require. Contemporaneously with this Agreement you must execute our Software License Agreement, included as <u>Attachment B</u> to this Agreement, and pay any required fees described thereunder. The Software License Agreement grants you the right to use the System's MOBILINK software, a proprietary business management software program, in accordance with its terms.

(b) Data Security and PCI Compliance. You agree to accept debit cards, credit cards, or other non-cash systems that we specify periodically in your operation of the Franchised Business and to acquire and install all necessary hardware and/or software used in connection with these non-cash systems. You acknowledge and agree that protection of customer privacy and credit card information is necessary to protect the goodwill of Businesses operating under the Marks and System. Accordingly, you agree that you will cause the Franchised Business to meet or exceed, at all times, any reasonable standards we may prescribe, as well as all applicable security standards developed by the Payment Card Industry Standards Council or its successor, the standards set by applicable privacy laws and regulations, and other laws, regulations, and industry standards applicable to the protection of customer privacy and credit card information. You are solely responsible for educating yourself as to these regulations and standards, and for achieving and maintaining applicable compliance certifications. You agree to defend, indemnify, and hold us and our affiliates harmless from and against all claims arising out of or related to your violation of the provisions of this Section 5.14(b). You further agree to provide us with any information we require concerning your compliance with the requirements in this Section, and to demonstrate your compliance on reasonable request, which may include undergoing an independent third party audit. In the event you are unable to demonstrate full compliance, we may require that you engage the services of an approved vendor to assist you on an ongoing basis and to abide by such vendor's recommendations.

You and anyone employed by you are required to use a 101 Mobility email address exclusively for conducting business; the use of any other email accounts is prohibited. All email accounts provided must be used in conjunction with the Microsoft Authenticator for security. Other authenticator apps are not allowed to be used.

You may be required to complete annual security training to ensure the safety of the network in relation to email and cyber security.

5.15 <u>Manuals</u>.

(a) Compliance with the Manuals. You must comply with each rule, procedure, standard, specification, and requirement stated in the Manuals. They may be amended, modified, or supplemented periodically and such updates provided to you by letter, email, bulletin, software or any other communication method we elect. You must promptly obey the revised standards and procedures. The Manuals will be provided in hard copy, in electronic form, or such other format as we decide in our sole discretion.

(b) Use of the Manuals. You agree to keep your copy of the Manuals up-to-date. If there is any dispute as to the current contents of the Manuals, our master copy kept at our headquarters will control. You acknowledge that we own the copyright in the Manuals and that your copy remains our property and will be returned to us immediately on ending or termination of this Agreement. You will treat the Manuals, and the information contained in them, as confidential and you will maintain the confidentiality of this information. You will not, without our prior written consent, copy, duplicate, record, use, or otherwise reproduce in any way the Manuals or make their contents available to any unauthorized person, except as provided in Section 5.19.

5.16 <u>Insurance</u>. You must maintain at your expense in full force and effect throughout the Initial Term and Renewal Terms the types of insurance and the minimum policy limits and deductibles stated in the Manuals. Third parties such as vendors and landlords may impose higher or varying insurance policies, and you agree to comply with any such additional insurance requirements. Such policies will be written by a responsible carrier or carriers acceptable to us. The insurance policy or policies must protect you, us, our parents, our affiliates, and each entity's respective, past, present, and future officers, directors, owners, managers, members, employees, consultants, attorneys, and agents against any loss, liability, personal injury, death, property damage, or expense of any kind arising out of, or in connection with the Franchised Business, including the condition, operation, management, use, or occupancy of your Franchised Business and Vehicles. To the fullest extent permitted by law, we and our parents, affiliates, and subsidiaries (including each entity's respective, past, present, and future officers, directors, owners, managers, members, employees, consultants, attorneys, and agents) must be added/named as additional insureds on all coverages on which additional insureds can be added, even for claims regarding the additional insureds' sole negligence. The coverage offered to the additional insureds will be primary coverage to any other coverage maintained by the additional insureds and will not permit or require such other coverage to contribute to the payment of any loss. Policies must also contain a waiver of subrogation in favor of the additional insureds. All policies shall apply on a primary and noncontributory basis to any other insurance or self-insurance that we or our affiliates maintain. Whenever we request as such, you must provide to us any documentation we require to evidence your compliance with this Section, where such documents may include, without limitation, additional insured endorsements and your insurance certificates. We may require additional types of coverage or increase the required minimum amount of coverage on reasonable notice. Your obligation to obtain coverage is not limited in any way by insurance that we maintain. Your insurer(s) must commit not to cancel or amend the policy or policies without at least 30 days' prior written notice to us. If you fail to obtain and maintain insurance coverage as required by this Agreement, we have the right, but not the obligation, to obtain the required insurance on your behalf and to charge you for the cost of the insurance plus a reasonable fee for our services in obtaining the insurance, which you agree to pay on demand.

5.17 Intellectual Property.

(a). Acknowledgements Regarding Marks, Trade Dress, and Copyrighted Materials. You acknowledge that 101 Mobility, LLC ("**Licensor**") is the owner of the Marks, Trade Dress, and Copyrighted Materials. You have no interest in the Marks, Trade Dress, and Copyrighted Materials other than the nonexclusive License granted herein, and that between you and us, we have the exclusive right and interest in and to the Marks, Trade Dress, and Copyrighted Works, and the goodwill associated with and symbolized by them. On the expiration or termination of this Agreement, no monetary amount will be attributable to goodwill associated with your activities as a franchisee under this Agreement or otherwise.

(b) Marks and Trade Dress. Your right to use the Marks and the Trade Dress applies only to your Franchised Business as clearly stated in this Agreement. You may only use in your Franchised Business the Marks and the Trade Dress that we name, and only in compliance with written rules that we or Licensor prescribe periodically. You will not use any of the Marks, or any part of the Marks, as part of your or any Entity name. You will not use the Marks with any prefix, suffix or other modifying words, terms, designs or symbols (other than logos licensed to you hereunder), or use any of the Marks or the Trade Dress in connection with the sale of any unauthorized product or service or in any manner not explicitly authorized in writing by us. Your right to use the Marks and Trade Dress is limited to the uses authorized under this Agreement and in the Manuals, and any unauthorized use thereof will constitute an infringement of our rights and grounds for termination of this Agreement. You must post in a prominent place in your Franchised Business and on each of your Vehicles readily visible to the public a notice indicating that you are an independent franchised operator under the System and that you are using the Marks and the Trade Dress under license. No materials on which any of the Marks or the Trade Dress appears shall be used by you without our prior written approval, which may be revoked at any time upon reasonable notice to you. You may not use "101 MOBILITY", any other Mark, or any similar name as a domain name or on any website on the Internet or any other communication network, electronic or otherwise, unless we expressly authorize that use in writing.

(c) Copyrighted Materials. You will use the "Copyrighted Material" which includes, but is not limited to, the design elements of the Marks, advertising materials, marketing materials, training materials, signs, the content and design of our website, the Manuals, the MOBILINK Software, as well as other materials we, Licensor, or our franchisees may periodically develop, only in connection with the operation and promotion of the Franchised Business and in the manner required or authorized and permitted by us. Your right to use the Copyrighted Materials is limited to the uses authorized under this Agreement and in the Manuals, and any unauthorized use thereof will constitute an infringement of our rights and grounds for termination of this Agreement.

(d) No Contesting Our Rights. During the Term of this Agreement and after its expiration or termination, you agree not to directly or indirectly challenge Licensor's or our ownership, title, right, or interest in or to, or our license to use or the validity of, the Marks, the Trade Dress, or the Copyrighted Materials, or any trade secrets, methods or procedures that are part of the System (collectively, the "**Intellectual Property**"), or challenge Licensor's or our sole right to register, use, or license others to use the Intellectual Property.

(e) Changes to the Intellectual Property. We have the right on reasonable notice, to change, discontinue, or substitute any of the Intellectual Property and to adopt new Intellectual Property for use with the System without any liability to you. You agree to implement any such change at your own expense within the time we reasonably specify.

(f) Third-Party Challenges. You agree to notify us promptly of any unauthorized use of the Intellectual Property of which you have knowledge. You also agree to inform us promptly of any challenge by any person or Entity to the legitimacy of our or Licensor's ownership of or our right to use or license others to use any of the Intellectual Property. We or Licensor have the right, but no obligation, to initiate, direct, and control any negotiations, litigation, or administrative proceeding relating to the Intellectual Property, including, but not limited to, any settlement. We or Licensor will be entitled to retain any and all proceeds, damages, and other sums, including attorneys' fees, recovered or owed to us or our affiliates in connection with any negotiation or action. You agree to execute all documents and render any other assistance we may deem necessary to any such negotiation or proceeding or any effort to maintain the continued validity and enforceability of the Intellectual Property.

(g) Post-Termination or Expiration. On the expiration or termination of this Agreement for any reason, all of your rights to use the Intellectual Property will automatically return to us without cost and without the execution or delivery of any document. On our request, you must execute all documents that we require to confirm such return.

5.18 <u>Improvements</u>. You may not introduce any improvement or modification of or to the System, the Intellectual Property, the Services, or the Equipment without our prior written consent. If you or any of your owners develops any new concept, product, service, sales technique, or improvement in the operation or promotion of the Franchised Business (including any computer software enhancements), you must promptly notify us, and provide to us all necessary related information. Any and all such improvements to the System, the Intellectual Property, the Services, or the Equipment that you develop (whether or not consented to) will automatically become our property without any compensation to you. If such improvements may be protected by trademark, copyright, patent, trade secret, or other laws, then you must execute the documents that we may require to prove ownership of such improvements, to transfer ownership thereof to us, and to file related registrations or recordings. By signing this Agreement, you and each principal assign your respective rights in and to the concept, product, sales technique or improvement to us and permit us to use or disclose the information to other System franchisees as we determine appropriate, without providing you any compensation.

5.19 <u>Confidential Information</u>.

(a) Receipt of Confidential Information. You acknowledge that during the term of this Agreement, we will reveal to you, orally or in writing, certain Confidential Information. "**Confidential Information**" means all trade secrets, and other elements of the System; all customer information; all information contained in the Manuals; financial information; marketing data; vendor and supplier information; standards and specifications; and all other knowledge, trade secrets, or know-how concerning or relating to the System, our business, or the establishment, construction, management, operation, or promotion of Franchised Businesses. Confidential Information does not include ***(i)*** information that is public or becomes public not through you, ***(ii)*** information revealed to you by a third party who has valid and unrestricted control of the information, or ***(iii)*** information that you can prove by clear and convincing evidence was in your genuine and unrestricted possession when the parties began discussing the sale of a 101 MOBILITY Business to you.

(b) Nondisclosure of Confidential Information. You will not use or disclose or permit any person to use or disclose any Confidential Information (including, without limitation, any portion of the Manuals) to any other person. You may only disclose the amount of information necessary for your advisors and employees to perform their jobs in the operation of the Franchised Business. You will be liable to us for any unauthorized use or disclosure of Confidential Information by any of your employees or any other you disclosed Propriety Information too. You must take reasonable measures to protect the Confidential Information from unauthorized use or disclosure and use any systems, procedures, or programs that we require. You must require anyone who may have access to the Confidential Information to execute non-disclosure agreements in a form acceptable to us that identifies us as a third-party beneficiary of the agreements with the right to enforce them.

5.20 <u>Taxes</u>. You must pay on time all taxes, assessments, and governmental charges on or against you or your real or personal properties, income, and revenues, unless the validity, applicability, or amount of such tax, assessment, or governmental charge is being contested in good faith by the correct proceedings. In such cases, the correct funds must be maintained to pay the disputed amount, if necessary.

5.21 <u>Bookkeeping and Records</u>. You must keep complete and accurate books, records, and accounts of all business conducted under this Agreement in line with generally accepted accounting principles. You must preserve all of your books and records in hard copy or in a format where hard copies can be easily made for at least five years from the date preserved or longer if required by law. You must maintain such information and records on your computer system. We may require in the Manuals and you acknowledge and agree that we will have access to that data remotely via a network connection that we will specify. At our request, you must retain and use an accountant or accounting firm that we approve.

5.22 <u>Reports and Financial Statements</u>. You must submit financial and operational reports and records and your tax returns to us at the times and in the method stated in the Manuals. You must submit an unaudited statement of sales and profits and losses for each month to us, within ten days of the end of the month. Within 30 days after the end of each fiscal year, you must have your accountant submit to us your balance sheet and income statement for the fiscal year. You or your Operating Principal must certify that the fiscal year end income statement and balance sheet are correct and complete, and that they have been prepared in line with generally accepted accounting principles. We have the right to demand audited financial statements if an Event of Default has occurred within the last fiscal year. You must provide us with your tax returns within 14 days after you have filed your taxes.

5.23 <u>Additional Information</u>. You must respond promptly to requests from us for clarification and/or additional information about any matter entrusted to you under this Agreement. We may periodically require information about your financial condition, earnings, sales, profits, costs, expenses, and performance to provide information to prospective or current franchisees, to comply with applicable laws and regulations, or for any other purpose we deem appropriate. You must provide such information promptly on our request, and you must certify that such information is true and complete in all material respects.

5.24 <u>Auditing</u>. Without restricting the above sections, we may, at any time, audit or cause to be audited any statement you are required to submit under Sections 5.21 or 5.22. We may review or cause a review, of all records maintained by any bank or other financial institution used by you for the Franchised Business. If any audit or review reveals an understatement of fees due for any period, you must pay to us, ***(a)*** all additional Operating Fees or other amounts required based on the audit or review and ***(b)*** if the understatement is more than 2% of Gross Sales, the cost of the audit or review, including without limitation the charges of any independent accountant and the cost of travel, meals, lodging, and compensation of the accountant and employees or other agents of us and any other direct costs we incur internally as a part of the audit. This must be paid within 15 days after a demand for payment is made. You must on demand pay to us any late fees at the interest rate of 18 percent per annum or at the maximum rate allowed by law, whichever is less, calculated from the date the fees should have been paid to the date of actual payment.

5.25 Inspection. Using our employees and any designees during business hours and without prior notice to you, we have the right to: ***(a)*** inspect the Franchised Business, including the Vehicles, the Business Office and the Warehouse for compliance with the Manuals, ***(b)*** to videotape, photograph or record the operation of your Franchised Business, ***(c)*** to interview your employees, landlords (if any), and customers, ***(d)*** to examine the records, invoices, payroll records, check stubs, sales tax records and returns, and other supporting records and documents of your Franchised Business, and ***(e)*** to examine your income tax records and any other information, records or properties relating to the ownership, management, or operation of your Franchised Business. Our right to inspect your business records includes records maintained electronically or off-site. You must cooperate with inspections by giving our representatives unrestricted access and assistance as reasonably requested. If we notify you of any deficiencies after the inspection, you must promptly take steps to correct them. If you fail to correct any deficiencies within a reasonable time, we have the right, but not an obligation to correct them and charge you a reasonable fee, due immediately. Inspections will be made at our expense, unless they are required by your repeated failure to meet the terms of this Agreement. In this case we may charge you the costs of making the inspection. These costs include compensation for our representatives and their travel, living, and expense costs.

5.26 Indemnification. You agree to hold harmless, defend, and indemnify us, our parent companies, affiliates, and subsidiaries, and each of our and their respective past, present, and future officers, directors, shareholders, managers, members, owners, partners, agents, attorneys, consultants, management companies, and employees (collectively, "**Indemnitees**") to the fullest extent permitted by law from any and all "**losses and expenses**" (as hereinafter defined) resulting directly or indirectly from, as a result of, or in connection with ***(i)*** injury of any kind (including monetary, mental, or physical—including death) to any person (including your employees) or damages to any property of whatsoever kind and nature arising out of or in any manner connected with the Franchised Business; ***(ii)*** the Franchised Business and your operation thereof, including, but in no way limited to, losses and expenses arising as a result of product liability or the maintenance and operation of Vehicles; ***(iii)*** any of your employees', contractors', agents', or representatives' acts, omissions, and claims; or ***(iv)*** your activities under or any breach of this Agreement, where the foregoing include, without limitation, those losses and expenses alleged to be caused in whole or in part by any act, omission, negligence, or strict liability of the Indemnitees. It is expressly understood and agreed that the indemnity contained in this Section covers claims by your employees, as well as any liability or claims arising from labor and employment law violations, and that you expressly waive any defense to this indemnification obligation which may arise under the workers' compensation laws of any State. We have some rights concerning any threatened or actual litigation, proceeding, or dispute that could directly or indirectly affect us or any of the other indemnitees. For the purpose of this Section 5.26, the term "**losses and expenses**" will be deemed to include damages (including compensatory, exemplary, and punitive damages); demands; fines and penalties; attorneys' fees; experts' fees; court costs; costs associated with investigating and defending against claims; settlement amounts; judgments; compensation for damages to our reputation and goodwill; and all other costs associated with any of the foregoing losses and expenses. Under no circumstances will we be required or obligated to seek recovery from third parties or otherwise mitigate our losses in order to maintain a claim under this provision, and our failure to seek such recovery or mitigate our loss will in no way reduce the amounts of recovery by us under this provision.

You must notify us immediately of any event you are aware for which indemnification is required. Under this Section 5.26, we will have the right, but not the obligation, to: ***(a)*** choose counsel; ***(b)*** direct and control the handling of the matter; and ***(c)*** settle any claim against the Indemnitees. Our assumption by us will not modify your indemnification obligation. We may, in our sole and absolute discretion, take such actions as we deem necessary and appropriate to investigate, defend, or settle any event resulting in losses and expenses under this Section 5.26 or take other remedial or corrective actions with respect thereof as may be, in our sole and absolute discretion, necessary for the protection of the Indemnitees or the System.

This Section 5.26 will survive the expiration or termination of this Agreement and applies to all losses and expenses even if they exceed the limits of your insurance coverage.

5.27 <u>Your Covenant Not to Compete</u>.

(a) During Term. You acknowledge that you will receive valuable and specialized training. You will also receive confidential information regarding the manufacturing, operational, sales, promotional, and marketing methods of the 101 MOBILITY concept. During the term of this Agreement, unless we give you our prior written consent, you and your Owners agree that you will not, directly or indirectly by yourselves, or on behalf of, with, or through any other person or entity, and to the extent enforceable under applicable law:

(i) own, manage, engage in, be employed by, advise, make loans to, or have any other interest in any business that offers, sells, rents, installs, or services, at retail or wholesale, mobility-related or accessibility-related equipment ("**Competitive Business**") at any location or to customers within the United States, its territories or commonwealths, or any other country, province, state or geographic area in which we or our affiliates have used, sought registration of, or registered the Marks or similar marks or operate or license others to operate a business under the Marks or similar marks, by any means, including, without limitation, sales via the Internet or catalogs;

(ii) divert or attempt to divert any past, current, or potential business, customer, or franchisee of any 101 MOBILITY Business to any Competitive Business, by direct or indirect inducement or otherwise; or

(iii) perform, directly or indirectly, any other act harmful to the goodwill associated with the Marks and the System.

(b) After Termination, Expiration, or Transfer. For two years after the expiration, termination, or transfer of this agreement, you and your Owners agree that you will not, without our prior written consent, directly or indirectly, by yourselves or on behalf of, with, or through any other person or entity: ***(i)*** own, manage, engage in, be employed by, advise, make loans to, or have any other interest in any Competitive Business that operates, is located, or offers or provides products or services within your Territory, a 25-mile radius surrounding your Territory, or within any Territory assigned to a 101 MOBILITY Business or ***(ii)*** solicit any current or potential business, customer, or franchisee of 101 MOBILITY Businesses, or any past business or customer with whom you had material contact during the two (2) year period prior to expiration or termination of this Agreement. For your Owners, the time period in this Section 5.27(b) will run from the earlier of the expiration, termination, or transfer of this Agreement or from both the termination of the Owner's ownership interest in you and Owner’s relationship with you, such as any management, advisory, or employment relationship.

(c) Publicly Traded Corporations. Ownership of less than five percent of the outstanding voting stock of a publicly traded corporation will not violate this Section 5.27.

(d) Covenants of Owners and Employees. The Owners personally bind themselves to this Section 5.27 by signing the attached Guarantee. You must also get your officers, directors, managers, and other individuals we designate to execute agreements that contain noncompete covenants similar to those in this Section 5.27 and in the Manuals. The agreements must be in a form acceptable to us and specifically identify us as having the independent right to enforce them.

(e) Enforcement of Covenants. You acknowledge and agree that ***(i)*** the time, territory and scope of the covenants provided in this Section 5.27 are reasonable and necessary for the protection of our legitimate business interests; ***(ii)*** you have received necessary consideration in exchange for those covenants; ***(iii)***

enforcement of the same would not force excessive hardship; and ***(iv)*** the period of protection provided by these covenants will not be reduced by any time during which you are in violation of those covenants or any period of time required for enforcement of those covenants. If this Section 5.27 is legally determined unenforceable because of its scope, area or length of time, it may be made enforceable by that reducing the unenforceable factor. The other factors will be enforced to the fullest extent acceptable. You agree that any claim you may have against us will not create a defense to our enforcement of the covenants in this Section 5.27. You acknowledge that any breach or threatened breach of this Section 5.27 will cause us irreparable injury and no adequate remedy at law is available. You consent to an injunction prohibiting any conduct violating the terms of this Section 5.27. The injunctive relief will be in addition to any other remedies that we may have.

(f) Additional Provisions. The parties acknowledge and agree that we have the right, in our sole discretion, to reduce the scope of any covenant set forth in this Section 5.27, or any portion thereof, without your consent or the consent of any Owner, effective immediately upon delivery of written notice to the affected party; and you and each Owner agree that such person will comply forthwith with any covenant as so modified, which shall be fully enforceable. You and each Owner expressly agree that the existence of any claims you may have against us, whether or not arising from this Agreement, does not constitute a defense to the enforcement by us of the covenants in Sections 5.19 and 5.27. You agree to pay all costs and expenses (including reasonable attorneys' fees) incurred by us in connection with the enforcement of Sections 5.19 and 5.27.

5.28 <u>Transfer and Assignment</u>.

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

(b) No Transfer without Our Consent. This Agreement and the License are private to you. We have granted the License in reliance on your (and, if you are an Entity, your Owners') business skills, financial capacity, and personal character. So, neither you nor any Owner may make any Transfer or permit any Transfer to occur without getting our prior written consent. If you or any of your Owners want to make a Transfer, you must promptly provide us with written notice. Any alleged Transfer, without our prior written consent, will be null and void and will create an Event of Default. If this occurs, we may terminate this Agreement without an opportunity to cure the default. We have the right to communicate with you, your counsel, and the proposed transferee on any part of a proposed Transfer. You agree to provide any information and documentation about the proposed Transfer that we reasonably require. Our consent to a Transfer does not abandon any claims that we have against the transferor. Our consent does not waive our right to demand strict compliance with the Agreement.

(c) Transfer of Entire or Controlling Interest in Franchised Business. This Section 5.28(c) applies to all other Transfers not described in Sections 5.28(d) and (e) below, including Transfers which include the sale or transfer of your interest in this Agreement, the sale or transfer of all or substantially all of the assets of the Franchised Business (which must be in connection with the transfer of this Agreement), and the sale of a Controlling Interest in you if you are an Entity. For the purpose of determining whether you are transferring and/or selling a Controlling Interest or a Non-Controlling Interest, **"Control"** means the ability to direct the business decisions of a business entity or to exercise the voting rights of fifty percent (50%) or more of the voting shares or interest of a business entity, or ownership of fifty percent (50%) or more of the shares or interest of a business entity, or the ability to appoint half or a majority of the directors (or equivalent officers) of a business entity. We will not unreasonably withhold our consent to a Transfer under this Section 5.28(c), but may condition our consent on satisfaction of any or all of the following:

(i) You must satisfy all of your accumulated monetary obligations to us, our affiliates, and your third party suppliers.

(ii) You and your Owners must be in compliance with all obligations to us under this Agreement and any other agreement that you have with us and our affiliates by the date of the request for our approval of the Transfer. If you are not in compliance by this date, then you must make arrangements acceptable to us to be in compliance by the date of the Transfer.

(iii) You and your Owners must execute a general release, in a form that we select. This form will relieve us, and our parents, affiliates, and subsidiaries (if any) and each of our and their respective past, present, and future officers, directors, managers, members, equity holders, agents, and employees, from all claims, demands, damages, and liabilities including without limitation claims arising under federal, state, and local laws, rules, and regulations.

(iv) You and your Owners must agree to remain liable for all of the obligations to us in connection with the Franchised Business that occur before the effective date of the Transfer. You must execute any and all documents that we reasonably request to prove such liability.

(v) You and all your Owners agree to act as if this Agreement has expired or been terminated on the effective date of the Transfer and, as such, abide by all post-termination obligations under this Agreement as well as those provisions which survive expiration or termination, including, without limitation, Sections 5.17, 5.19, 5.26, 5.27, 7, and 8.

(vi) You must pay us a transfer fee in the amount stated in Attachment A (the "**Transfer Fee**").

(vii) Your proposed transferee (or, if the transferee is not an individual, then each Owner) must show that he or she meets our qualifications to become a 101 MOBILITY franchisee. If the transferee is already a 101 MOBILITY franchisee, he or she must not be in default under any agreements with us, must have a good record of customer service and compliance, and must meet our then-current requirements for a new 101 MOBILITY franchisee. In addition, your proposed transferee's proposed Operating Principal must be reasonably satisfactory to us.

(viii) Your proposed transferee executes our then-current form of franchise agreement and pays all initials fees due thereunder, excluding the Initial Franchise Fee. The terms of our then-current form of franchise agreement may be materially different than the terms of this Agreement and may include, among other things, a different percentage royalty fee and different marketing obligations. Our then-current form of franchise agreement may also include an amendment modifying the standard terms of the franchise agreement to apply to a Transfer. The term of such agreement will be the remaining term of this Agreement at the time of transfer.

(ix) If your proposed transferee is a business Entity, then each of the transferee's Owners must sign our standard form of Guarantee. If any person required to sign a Guarantee is a corporation or other business entity (an entity other than a natural person), then its owners and parents also shall execute the Guarantee; it being the intent of the parties that each entity in the chain of ownership, and each natural person holding a beneficial interest in the franchise, either directly or indirectly through business entities, execute the Guarantee.

(x) Your proposed transferee and their representatives must successfully complete our then-current training requirements at their expense.

(xi) The sale must include all material assets used with your Franchised Business and your proposed transferee must upgrade the Vehicles and Business Office. This upgrade must be done at their own expense and it must follow our then-current standards and specifications for new Franchised Businesses.

(xii) Your proposed transferee must covenant that it will continue to operate under the Marks and using the System.

(xiii) You must have requested consent in writing and delivered to us a copy of the proposed transfer agreements, including sale terms, at least thirty (30) days prior to the proposed transfer, and we have determined, in our sole and reasonable discretion, that the terms of the sale will not materially and adversely affect the post-transfer viability of the Franchised Business.

(d) Transfer of Non-Controlling Interest. You must give us an advance notice and submit a copy of all proposed contracts and other information for any proposal to admit a new Owner, remove an existing Owner, or change the distribution of ownership shown on Attachment A, such that no Controlling Interest is transferred. We have a reasonable time (not less than 30 days) after we have received all requested information to evaluate the proposed Transfer. You and your new Owners must satisfy the conditions in Sections 5.28(c)(i), (ii), (iii), (iv), (v), (vi), (vii) and (ix), under which all new Owners will be required to execute our standard form of Guarantee, and pay us the applicable Transfer Fee as set forth in Attachment A. We may withhold our consent on any reasonable grounds or give our consent subject to any reasonable conditions. You acknowledge that any new Owner must submit a personal application and any information we require of prospective franchise Owners.

(e) Transfer to an Entity for Convenience. We will consent to the assignment of this Agreement to an Entity that you form for the convenience of ownership, provided that: **(i)** the Entity has and will have no other business besides operating the Franchised Business; **(ii)** you provide to us a copy of the Entity's formation and governing documents and a certificate of good standing from the jurisdiction under which the Entity was formed; **(iii)** you satisfy the conditions in Sections 5.28(c) (iii), (vi), and (ix); **(iv)** the Owners hold equity interests in the new Entity in the same proportion shown on Attachment A; and **(v)** you pay to us the applicable Transfer Fee as set forth in Attachment A.

(f) Transfer Upon Death Or Incapacity. If you or any Owner dies or becomes incapacitated, that person's executor, administrator, personal representative, or trustee must apply to us in writing within three months after the event (death or declaration of incapacity) for consent to Transfer the person's interest. The Transfer will be subject to the provisions of this Sections 5.28, as applicable. In addition, if the deceased or incapacitated person is you or the Operating Principal, we will have the right (but not the obligation) to take over operation of the Franchised Business until the Transfer is completed and to charge a reasonable management fee for our services. For purposes of this Section 5.28, **"incapacity"** means any physical or mental illness that will prevent the person from performing his or her obligations under this Agreement **(i)** for a period of 30 or more consecutive days or **(ii)** for 60 or more total days during a calendar year. In the case of Transfer by inheritance, if the heirs or beneficiaries are unable to meet the conditions of Section 5.28(c), the executor may transfer the decedent's interest to another successor that we have approved, subject to all of the terms and conditions for Transfers contained in this Agreement. If an interest is not transferred under this Section 5.28(f) within 120 days after the date of death or appointment of a personal representative or trustee, we may terminate this Agreement under Section 6.2.

(g) Our Right Of First Refusal.

(i) Our Right. We have the right within 45 days of receiving your notice of intent to Transfer with the required documentation and information, to send you a written notice that we plan to purchase the interest or assets proposed to be Transferred. We will purchase the interest or assets at the same amount and conditions offered by the third-party or, if we wish, at the cash amount equal (in our opinion) to any non-cash items. If it is not possible to agree on a reasonable cash amount or if the Transfer is a gift, then we will name an independent appraiser (at our expense) to determine the fair market value of the interest. We may purchase the interest at the fair market value determined by the appraiser. Closing on our purchase must occur within 90 days after our notice to you choosing to purchase the interest. We may assign our right of first refusal to someone else either before or after we exercise it. However, the right of first refusal will not apply to

Transfers to an Entity under Section 5.28(e) or to Transfers to your spouse, son, or daughter (including Transfers to your spouse, son, or daughter as a result of death or incapacity as described in Section 5.28(f)).

(ii) Declining Our Right. If we elect not to exercise our rights under this Section 5.28(g), the transferor may complete the Transfer after complying with the applicable requirements under Section 5.28. Closing of the Transfer must occur within 90 days of our election (or such longer period as applicable law may require). If it does not, then the third-party's offer will be treated as a new offer subject to our right of first refusal. Any material change in the offer from a third party after we have elected not to purchase the seller's interest will create a new offer subject to the same right of first refusal as the third party's initial offer. The Transfer is conditional on our determination that the Transfer was on terms substantially similar to those offered to us.

(h) Transfers Void. Any purported transfer, by operation of law or otherwise, made without our prior written consent will be considered null and void and will be considered a material breach of this Agreement.

5.29 Security Interest. You may grant a security interest in this Agreement or the franchise represented by this Agreement only to the limited extent permitted by Section 9-408 of the Uniform Commercial Code. Any such security interest may only attach to an interest in the proceeds of the operation of the Franchised Business and may not entitle or permit the secured party to take possession of or operate the Franchised Business or to transfer your interest in the franchise without our consent.

5.30 Compliance with Laws and Regulations. You must comply with all applicable federal, state, and local laws, rules, regulations, and ordinances. You must obtain and maintain in good standing any and all licenses, permits, and consents necessary for you to lawfully operate the Franchised Business. It is your sole responsibility to apprise yourself of the existence and requirements of all such laws, rules, and regulations and to adhere to them at all times during the term of this Agreement, regardless of any information or advice that we may provide. Without limiting the generality of the foregoing, you acknowledge that we have no responsibility to ensure the Franchised Business is developed and operated in compliance with all applicable laws, rules, regulations, and ordinances and that we will have no liability in the event the development or operation of the Franchised Business violates any law, rule, regulation, or ordinance.

5.31 Notice of Proceedings. You must notify us in writing within five days of the start of any action, suit or proceeding, or of the issuance of any inquiry, subpoena, order, writ, injunction, award, or decree of any court, agency, or other governmental instrumentality in connection with the operation or financial condition of your Franchised Business. This includes, but is not limited to, any criminal action or proceeding brought by you against any employee, customer, or other person, but this does exclude any civil proceedings against customers to collect monies owed.

5.32 Ownership and Guarantee.

(a) Operating Principal. You must assign an individual owner as your Operating Principal. The Operating Principal must complete our Initial Training program and have authority over all business decisions related to your Franchised Business. They must also have the power to bind you in all dealings with us. You may not change the Operating Principal without our prior written approval. Your Operating Principal must exert full-time best efforts in the operation of the Franchised Business, at all times supervise, directly from the Franchised Business premises, the operation of your Franchised Business, and is responsible for ensuring that each installer is provided with and has successfully completed training.

(b) Owners of Equity. If you are an Entity, each of your Owners must execute the attached "**Payment and Performance Guarantee**" (the "**Guarantee**"). By executing the Guarantee, each Owner will be individually bound by the provisions stated in this Agreement. A violation of any provision in this Agreement by any Owner will constitute a violation of your obligations under this Agreement. The individuals executing this Agreement under the Guarantee represent that they are your sole owners. The term "**Owner**" in this Agreement includes all shareholders of a corporation, all members of a limited liability company, all general and limited partners of a limited partnership, and the grantor and the trustee of a trust. If any Owner required to sign a Guarantee is a business entity, then each of owner and parent in such Owner's chain of ownership will execute the Guarantee; it being the intent of the parties that each entity and natural person holding a beneficial interest in the franchise, either directly or indirectly through one or more business entities, be considered an "**Owner**" under this Agreement.

(c) Governing Documents. If you are (or transfer this Agreement to) an Entity, you agree on our request to provide us with a list of holders of direct and indirect equity interests and their percentage interests. Additionally, you agree to give us copies of your governing documents and any other corporate documents, books, or records, including certificates of good standing from your state. The Owners may not enter into any shareholders' agreement, management or operating agreement, voting trust, or other arrangement that gives a third party the power to direct and control your affairs without our prior written consent. During the Term of this Agreement, your governing documents must state, and you must ensure, that your business operations are limited to the operation of one or more 101 MOBILITY franchised businesses and that no transfer of any ownership interests may be made unless they are in line with Section 5.28 of this Agreement. Any securities that you issue must have a visible printed legend that shows this.

5.33 <u>Shared Services Program</u>. If we require you to, you will participate in the 101 MOBILITY Shared Services Program, as it exists from time to time. Under this Program, we may offer directly, through an affiliate, and/or through designated third parties, one or more services for your use in connection with your Franchised Business. You agree to pay all reasonable fees imposed by the service provider for these services, which may be us of our affiliates, and to enter into any user or service agreements required. This program may be modified or discontinued at any time.

6. TERMINATION AND DEFAULT

6.1 <u>Events of Default</u>. One or more of the following creates an **"Event of Default"** under this Agreement. If we grant you the opportunity to cure the Event of Default, the applicable cure period is also listed in the following:

(a) You fail, refuse, or neglect to: ***(i)*** pay any money owed to us or our affiliates or you fail to make sufficient funds available to us as provided in Section 3.9 within ten days after receiving written notice of your default or 30 days after due date of the payment, whichever is the shorter period; ***(ii)*** timely pay when any money is due if you have previously been given at least two notices of nonpayment for any reason within the last 24 months; or ***(iii)*** pay any supplier in line with such supplier's terms any non-disputed amount.

(b) You make any material misrepresentations or errors in your application to us for the franchise, this Agreement, or any related documents; you submit to us any report or statement that you know or should know is false or misleading; or you input into your computer systems or submit to us any customer information or data that you know or should know is false or misleading (or fail to input or submit any customer information or data where such failure provides us with false or misleading information);

(c) You refuse to permit, or try to obstruct, an examination or audit of your books, records, or data of your Franchised Business as required by this Agreement;

(d) You fail to submit any periodic report required under this Agreement or in the Manuals three or more times in a 12-month period. It does not matter whether or not you later remedy the default;

(e) You, your Owners, and/or the Operating Principal fail to complete Initial Training to our satisfaction by the Opening Deadline;

(f) You fail to begin operating your Franchised Business by the Opening Deadline;

(g) You voluntarily suspend operation of the Franchised Business without our prior written consent for five or more consecutive business days where you were required to operate. This is unless we determine, in our sole discretion, that the failure was beyond your control;

(h) You fail to meet your Annual Performance Requirement in any given year;

(i) You, your Operating Principal, or any of your representatives that we name fail to attend or participate in two or more required franchise conferences, meetings, or teleconferences during any 12-month period and without our prior written consent;

(j) You use any of the Marks or any other identifying characteristics of the System in any way other than in strict compliance with the terms of this Agreement;

(k) You or any Owner reveals any Confidential Information, including any contents of the Manuals or the other trade secrets, in breach of your obligations under Section 5.19;

(l) You go into bankruptcy, make an assignment for the benefit of your creditors, have an execution levied against your business assets, have a suit to foreclose any lien or mortgage set up against you and not dismissed within 30 days, or are dissolved;

(m) You, any Owner, or any of your officers or directors are or have been charged with or convicted of a felony, a crime involving moral turpitude, a consumer fraud charge, or any other crime, offense, or act that we believe is likely to have a negative effect on our franchise system, Marks, any associated goodwill, or the 101 MOBILITY concept;

(n) Any Transfer that occurs and does not comply with Section 5.28. This includes a failure to transfer to a qualified successor after death or disability within the time stated by Section 5.28(f);

(o) You or any Owner violates the noncompete covenants in Section 5.27;

(p) You fail to comply with any law, regulation, or ordinance and it results in a threat to the public's health or safety, and you fail to remedy the non-compliance within 24 hours of receiving a notice from us or from public officials, whichever occurs first;

(q) You default under any other franchise agreement or agreement between you and us, or our affiliates, as long as the default permits us or our affiliate to terminate the agreement, which will create an independent basis for termination of this Agreement;

(r) You fail to comply with our customer service standards, requirements, and policies, as communicated to you from time to time, including any failure to adhere to customer response times we implement, more than once within any six-month period. Notwithstanding the foregoing, it is an Event of Default if you: ***(i)*** fail to contact, or attempt to contact at least twice, any lead or potential customer we refer to you within 24-hours of our sending you the potential customer's information as described in Section 4.10, ***(ii)*** you fail to answer at least 75% of all phone calls coming to you through any tracked phone line over any rolling three-month period, or ***(iii)*** you refuse to service any customer we refer to you more than once within any six-month period;

(s) You fail to comply with any other covenant, agreement, standard, procedure, practice, or rule stated by us in this Agreement, in the Manuals, or in writing. You then fail to remedy the Event of Default to our satisfaction within 20 days (or longer as applicable law may require) after we give you a written notice of the default; or

(t) You breach or fail to comply with any covenant, agreement, standard, procedure, practice or rule three or more times within any 18-month period, whether or not the breaches or failure are similar and whether or not they are cured.

6.2 <u>Our Remedies after an Event of Default</u>.

(a) Termination. If an Event of Default occurs, we may without notice or demand declare this Agreement, the License, and any other rights granted under this Agreement to be immediately terminated and, except for what is stated here, this agreement will have no further force or effect. Upon termination, you will not be relieved of any of your obligations, debts, or liabilities under this Agreement. This includes, but is not limited to any debts, obligations, or liabilities that you accrued before the termination. Our right to terminate you is in addition to all other rights and remedies available to us at law or in equity, all of which are cumulative.

(b) Additional Remedies. In lieu of terminating this Agreement, we may, in our sole and absolute discretion and without waiving our right to terminate: ***(i)*** suspend any obligation to perform or comply with our obligations to you under this Agreement or other agreements; ***(ii)*** withhold services to you; ***(iii)*** limit your access to any or all portions of certain software or computer systems; ***(iv)*** revoke your right to participate in promotions or programs, including National Account programs, or to attend conferences or meetings; ***(v)*** discontinue manufacture or similar rebate payments; ***(vi)*** amend or remove the territorial protection granted to you under Section 1.3.

6.3 Liquidated Damages. In addition to any other claims we may have (other than lost future Operating Fees), if we terminate this Agreement based on your default or if you terminate this Agreement in violation of its terms, you must pay us liquidated damages ("**Liquidated Damages**"). These Liquidated Damages are calculated as follows: ***(a)*** your average weekly Royalty Fee, including any Minimum Royalty Fee applicable, on Gross Sales from Inside Territory Sales and Outside Territory Sales for the last 52 weeks of operation before termination (or for the total number of weeks the Franchised Business was in operation before termination, if less than 52 weeks); ***(b)*** plus your average weekly Marketing Fee on Gross Sales from Inside Territory Sales and Outside Territory Sales for the last 52 weeks of operation before termination (or for the total number of weeks the Franchised Business was in operation before termination, if less than 52 weeks); ***(c)*** multiplied by the lesser of 156 or the number of weeks remaining in the then-current Term of this Agreement; and ***(d)*** discounted to present value using the then-current prime rate of interest quoted by our principal commercial bank.

Solely for purposes of this Section 6.3, the term “Gross Sales from Outside Territory Sales” expressly excludes Gross Sales from Services provided and Equipment delivered and/or installed during any of the 52-week or lesser period used for the calculation above at locations within any other Territory you owned under a valid franchise agreement with us. For the Liquidated Damages formula in this Section 6.3, “Gross Sales from Outside Territory Sales” will be calculated as the total Gross Sales from Outside Territory Sales, divided by the total number of: ***(a)*** Territories under franchise agreement(s) with us for which we are asserting a claim for liquidated damages against you, ***(b)*** plus the total number of existing Territories you were operating pursuant to a valid franchise agreement with us on the date of termination, where no Territory may be counted under both categories.

You acknowledge and agree that the amount of liquidated damages determined in line with the formula in this Section 6.3 is not a penalty and that it reasonably represents our monetary losses of Royalty Fees and Marketing Fees from the termination of this Agreement.

6.4 Our Performance of Your Obligations. We have the right, but we are not obligated, to perform any of your required obligations that you failed to perform under this Agreement. You must reimburse us on demand for all costs and expenses that we reasonably incurred in performing any obligation or duty. You must also pay interest to us on the amount of costs and expenses as stated in Section 3.10.

7. YOUR OBLIGATIONS UPON EXPIRATION OR TERMINATION

You promise and agree that on expiration or termination of this Agreement for any reason, unless we direct you otherwise:

7.1 Payment of Costs and Amounts Due. You must pay on demand all sums owed to us and our affiliates. If this Agreement is terminated due to an Event of Default, you will promptly pay all damages, costs, and expenses, including reasonable attorneys' fees, incurred by us as a result of your default. This includes, but is not limited to, Liquidated Damages. These payment obligations will remain until they are paid in full. These payments can also lead to a lien in favor of us against your Franchised Business and all of your Vehicles, and any and all of the personal property, fixtures, Equipment, and products that you own at the time of the Event of Default. We are authorized to make any filings and to execute any documents on your behalf to perfect the lien created here. You will also pay to us all damages, costs, and expenses. This includes any reasonable attorneys' fees that we incurred after the termination or expiration of this Agreement in obtaining injunctive or other relief for the enforcement of this Section 7.

7.2 Discontinue Use of the System and Intellectual Property. You must immediately stop operating your Franchised Business. You must immediately stop all use of the Intellectual Property (Marks, Trade Dress, and Copyrighted Materials). This also includes all other distinctive forms, slogans, signs, symbols, and devices associated with the System. You must immediately stop using the confidential methods, procedures, and techniques associated with the System.

7.3 Return of Confidential Information. You must immediately return to us, at your expense, all copies of the Manuals, all Customer Data in your direct or indirect possession, and all other Confidential Information (and all copies). You must also refrain from disclosing any Confidential Information to third parties and continue to remain bound under the covenant described in Section 5.19.

7.4 Cease Identification with Us. You must immediately take all action required ***(a)*** to cancel all assumed name or similar registrations relating to your use of the Marks and ***(b)*** to cancel or transfer to us all telephone numbers, post office boxes, directory listings, and any promotional, marketing, and advertising accounts or listings, including online accounts or listings, related to the Franchised Business. You acknowledge that we have the sole rights and interests in all telephone numbers, post office boxes, and accounts and listings associated with any of the Marks. If you fail to comply with this Section 7.4, you authorize us and permanently appoint us as your attorney-in-fact to the applicable third parties, such as your telephone company, postal service, and all listing, marketing, and advertising agencies. We will then transfer the numbers, boxes, listings, and accounts to us. The telephone company, the postal service, and each listing, marketing, or advertising agency may accept such direction by us under this Agreement. This Agreement is conclusive evidence of our exclusive rights in the telephone numbers, post office boxes, and directory, marketing, and advertising listings and our authority to direct their transfer.

7.5 Our Option to Purchase Certain Goods. Within seven days of termination or expiration of this Agreement, we and you will arrange for an inventory to be made at your expense, of your supplies, Equipment, Vehicles, marketing materials, signs, and fixtures related to the operation of the Franchised Business. We will have the option, within 60 days after the inventory has been made, to purchase from you any of those items at fair market value. If the parties cannot agree on fair market value within a reasonable time, we will select an independent appraiser after consultation with you, and his or her determination will be final and binding. If we exercise our option to purchase, we will have the right to set off all amounts due from you to us and our affiliates against any payments we make to you. If we do not exercise our option to purchase, you agree to dispose of your supplies, Equipment, Vehicles, marketing materials, signs, and fixtures that are proprietary or bear any of our Marks as we direct. You may not sell any supplies, Equipment, Vehicles, marketing materials, signs, and fixtures that are proprietary or bear any of our Marks without our prior written approval.

7.6 Our Option to Assume Your Site Lease. You will, on request by us, assign any interest you have in any lease for the Business Office or Warehouse to us. If we assume your interest under any site lease, you will be responsible for paying rent and all other charges due under the site lease for all periods until the time of the assumption. If we pay any amount on your behalf, you must reimburse us for the amount on demand.

7.7 De-identification of the Equipment and Franchised Business. With respect to any items we do not agree to purchase, as stated in Section 7.5, you must make modifications or alterations to your Vehicles, Business Office, Warehouse and Franchised Business immediately on termination or expiration of this Agreement. We consider these modifications necessary to distinguish the appearance of the Vehicles, Business Office, Warehouse and Franchised Business from a 101 MOBILITY Business. These modifications include, but are not limited to, removing the signs, Marks, and any Trade Dress to show the public that you are no longer associated with us. You must provide us with photographic evidence that you have de-identified your Vehicles, Business Office, Warehouse and Franchised Business. If you do not comply with the requirements of this Section 7.7, we may take possession of the Vehicles, Business Office and Warehouse or Franchised Business without being guilty of trespass or any other tort, for the purpose of making any required changes. You agree to reimburse us on demand for our expenses in making the changes.

7.8 Promote Separate Identity. You will not directly, indirectly, or in any manner, identify yourself, or anyone else connected with you, as a "former '101 MOBILITY' franchisee." You will not identify yourself or anyone else as having been associated with the 101 MOBILITY System or, use in any manner or purpose, any of the Marks, Copyrighted Materials, or Trade Dress.

7.9 Assignment of Customers and Customer Contracts. You will, immediately upon our request, assign all outstanding customer contracts to us or our designees; notify your customers, in a manner specified and approved by us, of our designated successor to the contract or customer relationship; and provide us with all related reasonable customer, contract, and account information.

7.10 Comply with Noncompete. You and your Owners must comply with the covenant not to compete in Section 5.27.

7.11 Injunctive and Other Relief. You acknowledge that your failure to comply with the provisions of this Section 7 will result in irreparable harm to us and that our remedy at law for damages will be inadequate. So, you agree that if you breach any provisions of this Section 7, we are entitled to injunctive relief (including the remedy of specific performance) in addition to any other remedies available at law or in equity, and you agree to pay our related attorneys' fees and costs should we apply for such injunctive relief.

7.12 Trademark Infringement. If you contest termination and/or fail to comply with your post-termination obligations, and a court of competent jurisdiction upholds such termination, your operation of the Franchised Business from and after the date of termination, will constitute willful trademark infringement and unfair competition by you, and you will be liable to us for damages resulting from such infringement in addition to any fees paid or payable hereunder, including, without limitation, any profits that you derived from such post-termination operation of the Franchised Business.

8. DISPUTE RESOLUTION AND GOVERNING LAW

8.1. Mediation.

(a) The parties acknowledge that during the term and any extensions of this Agreement certain disputes may arise that the parties are unable to resolve, but that may be resolvable through mediation. To facilitate such resolution, we, you, and each of your Owners agree to submit any claim, controversy or dispute between us or our affiliates (and our and our affiliates' respective owners, officers, directors, agents, representatives and/or employees) and you or your affiliates (and your Owners, agents, representatives and/or employees) arising out of or related to ***(a)*** this Agreement or any other agreement between us and you, ***(b)*** our relationship with you, or ***(c)*** the validity of this Agreement or any other agreement between us and you, to mediation before bringing such claim, controversy or dispute in a court or before any other tribunal.

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

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

(d) Notwithstanding the foregoing provisions of this Section, the parties' agreement to mediate shall not apply to any controversy, dispute or claim related to or based on amounts owed to us pursuant to this Agreement or for temporary or preliminary injunctive or other extraordinary relief sought ("**Excepted Claims**"). Either party may bring any Excepted Claims in any court of competent jurisdiction and the parties hereby waive all questions of personal jurisdiction or venue for the purpose of carrying out this provision.

8.2 <u>Jurisdiction and Venue</u>. Subject to this Section and Section 8.1 of this Agreement, the parties agree that any actions arising out of or related to this Agreement must be initiated and litigated to conclusion solely and exclusively in the state court of general jurisdiction in the county in which the our principal place of business is located at the time of such action. You acknowledge that we may bring an action in any other court of competent jurisdiction to seek and obtain injunctive relief or for the collection of amounts owed to us as set forth in Section 8.1. You hereby irrevocably consent to the personal jurisdiction of the state and federal courts described in this Section.

8.3 <u>Governing Law</u>. This Agreement has been executed, delivered in, and will be governed construed, and enforced in line with the laws of the State of North Carolina. In the event of any conflict-of-law question, the laws of North Carolina will prevail, without regard to the application of North Carolina conflict-of-law rules.

8.4 <u>Mutual Waiver of Jury Trial</u>. <u>**THE PARTIES IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER OF THEM AGAINST THE OTHER, WHETHER OR NOT THERE ARE OTHER PARTIES IN SUCH ACTION OR PROCEEDING.**</u>

8.5 <u>Waiver of Punitive Damages</u>. WITH THE EXCEPTION OF OUR RIGHT TO SEEK INDEMNIFICATION FOR THIRD PARTY CLAIMS AS SET FORTH IN THIS AGREEMENT AND OUR RIGHT TO SEEK RECOVERY OF LOST FUTURE PROFITS, INCLUDING LIQUIDATED DAMAGES AS SET FORTH IN <u>SECTION 6.3</u> ABOVE, IN THE EVENT OF YOUR BREACH OF THIS AGREEMENT, THE PARTIES HEREBY WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT TO OR CLAIM OF ANY LOSS OF REVENUES, LOSS OF PROFITS, LOSS OF TIME, INCONVENIENCE, LOSS OF USE, OR ANY OTHER INCIDENTAL, SPECIAL, INDIRECT, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL LOSS AGAINST THE OTHER AND AGREE THAT IN THE EVENT OF A DISPUTE BETWEEN THEM EACH SHALL BE LIMITED TO THE RECOVERY OF ANY ACTUAL DAMAGES SUSTAINED BY IT.

8.6 <u>Remedies Not Exclusive</u>. Except as stated in Section 6.3 and Sections 8.4 and 8.5 no right or remedy that the parties have under this Agreement is limited to, any other right or remedy under this Agreement or under applicable law. Every remedy will be in addition to, and not limited to every other remedy available at law or in equity or by statute or otherwise.

8.7 <u>Our Right to Injunctive Relief</u>. Nothing in this Agreement stops our right to obtain injunctive or declaratory relief against a breach or threatened breach of this Agreement that will cause us loss or damage. You agree that we will not be required to prove actual damages or post a bond in excess of $1,000 or other security in seeking or obtaining injunctive relief (both preliminary and permanent) and/or specific performance with respect to this Agreement.

8.8 Limitation of Claims. Any and all claims and actions arising out of or relating to this Agreement (including, but not limited to, the offer and sale of this franchise), your and our relationship, or your operation of the Franchised Business, brought by you must be commenced within twenty-four (24) months from the occurrence of the facts giving to the rise to such claim or action, or such claim or action will forever be barred.

8.9 No Waiver. No right or remedy herein conferred upon or reserved to us is exclusive of any other right or remedy herein, or by law or equity provided or permitted; but each shall be cumulative of any other right or remedy provided in this Agreement.

8.10 Attorneys' Fees and Costs. If either party commences a legal action against the other party arising out of or in connection with this Agreement, the prevailing party will be entitled to have and recover from the other party its reasonable attorneys' fees and costs of suit or proceeding.

9. MISCELLANEOUS

9.1 Entire Agreement. Except for the representations included in our Franchise Disclosure Document ("**FDD**") this Agreement and the documents referred to in it represent the entire agreement between you and us with respect to the Franchised Business. This Agreement overrides all prior discussions, understandings, representations, and agreements concerning the Franchised Business; provided, however, that nothing in this or any related agreement is intended to disclaim the representations made by us in the Franchise Disclosure Document that was furnished to you by us. This Agreement includes the terms and conditions on Attachments A and B which are incorporated in this Agreement by this reference.

9.2 Amendments and Modifications. This Agreement may only be amended or modified by a written document signed by each party.

9.3 Waiver. Any term or condition of this Agreement may be waived at any time by the party entitled to the benefit of the term. This waiver must be in writing. No amount of dealing or performance by any party, and no failure, omission, delay, or restraint by any party, in exercising any right, power, benefit, or remedy, will constitute a waiver of a right, power, benefit, or remedy. Our waiver of any particular default does not affect our rights to respond to any other default you may commit. Our waiver of a default by another franchisee does not affect our right to demand your strict compliance with the terms of this Agreement. We have no obligation to deal with similarly situated franchisees in the same manner. Our acceptance of any payments due from you does not waive any prior defaults.

9.4 Importance of Timely Performance. Time is of the essence in this Agreement.

9.5 Headings. The headings in this Agreement are for convenience only. They are not a part of this Agreement and will not affect the meaning or construction of any of its provisions.

9.6 Severability. Each provision of this Agreement is severable from the others. If any provisions of this Agreement or any of the documents executed in union with this Agreement are determined by a court to be invalid, illegal, or unenforceable, the invalidity will not affect any other remaining provisions of this Agreement or any other document. The remaining provisions will continue to be given full force and effect and bind us and you.

9.7 Applicable State Law Controlling. If the termination, renewal, or other provisions stated in this Agreement are inconsistent with any applicable state statute, the statute will apply, but only to the inconsistency.

9.8 Survival. Each provision of this Agreement that clearly specifies or implies that it is to be performed after the expiration, termination, or Transfer of this Agreement will survive an expiration, termination, or Transfer. This includes, but is not limited to Sections 5.17, 5.19, 5.24, 5.25, 5.26, 5.27, 7, and 8.

9.9 Consent. Whenever our prior written approval or consent is required under this Agreement, you must agree to make a timely written request to us for the consent. Our approval or consent must be in writing and signed by an authorized officer to be effective.

9.10 Independent Contractor Relationship. We each agree and acknowledge that this Agreement does not create a fiduciary or other special relationship, that you will operate the Franchised Business as an independent contractor, and that neither of us will be considered an agent, legal representative, joint venturer, partner, employee, joint-employer, or servant of or with respect to the other for any purpose. We each further agree and acknowledge that neither this Agreement nor our course of conduct is intended to, nor may anything in this Agreement nor our course of conduct be, construed to state or imply that we are the employer of your employees and/or independent contractors.

You are not authorized to make any contract, agreement, warranty, or representation on our behalf, or to create any obligation, express or implied, on our behalf. During the term of this Agreement. During the term of this Agreement, you will identify yourself as the owner of the Franchised Business operating under a franchise granted by us, and will apply for all permits, licenses, and certificates in your own name. Additionally, your individual name (if you are an individual) or your corporate name (if you are an Entity) must appear prominently on all invoices, order forms, receipts, business stationary, and contracts. You will not use the Marks to incur or secure any obligations or indebtedness on our behalf. You will display at the Business Office, on your Vehicle, and in your advertising and promotional materials, forms, business stationary, and contracts, in a conspicuous location, a form of notice approved by us, stating that you are an independent owned and operated 101 MOBILITY Franchised Business.

Furthermore, we do not participate in the hiring, disciplining, or discharging of your employees or in setting and paying wages and benefits to your employees, and you acknowledge that we have no power, responsibility, or liability with respect to the hiring, disciplining, or discharging of employees or in setting or paying their wages. You will have sole authority and control over the day-to-day operations of the Franchised Business and its employees. At no time will you, your employees, or your independent contractors be deemed to be our or our affiliates' employees.

9.11 Notices. All notices and other communications required or permitted under this Agreement will be in writing and will be delivered: ***(a)*** personally; ***(b)*** by certified or registered mail, postage prepaid; ***(c)*** by overnight delivery service; or ***(d)*** by facsimile (if the sender receives machine confirmation of successful transmission). Notices to you will be sent to the address stated on Attachment A. Notices to us must be sent to:

101 Mobility Franchise Systems, LLC
5221 Oleander Drive
Wilmington, North Carolina 28403
Attn: President
Fax: (910) 350-8032

Either party can change its mailing address or facsimile number by giving notice to the other party. Notices will be considered to be received on the same day when they are delivered personally. They will be considered to be received on an attempted delivery when sent by registered, certified, or overnight delivery service. They will be considered to be received on the next business day when sent by facsimile.

9.12 Execution in Counterparts. This Agreement may be completed in two or more counterparts. Each counterpart will be considered an original, and all of them combined will form one complete agreement.

9.13 Successors and Assigns. Except as otherwise clearly stated, this Agreement is binding upon and shall inure to the benefit of the parties and their respective heirs, executors, legal representatives, successors, and permitted assigns.

9.14 No Third Party Beneficiaries. Except as otherwise clearly stated in this Agreement, no third party shall have the right to claim any of the benefits conferred under this Agreement.

9.15 Additional Terms; Inconsistent Terms. The parties may provide additional terms by including the terms in Attachment A. To the extent that any provisions on Attachment A are in direct conflict with the provisions of this Agreement, the provisions in Attachment A shall control.

9.16 Rules of Construction. Neither this Agreement nor any uncertainty or ambiguity in this Agreement shall be construed or resolved against the drafter of this Agreement, whether under any rule of construction or otherwise. Terms used in this Agreement shall be construed and interpreted according to their ordinary meaning. If any provision of this Agreement is susceptible to two or more meanings, one of which would render the provision enforceable and the other(s) which would render the provision unenforceable, the provision shall be given the meaning that renders it enforceable.

10. YOUR REPRESENTATIONS AND ACKNOWLEDGMENTS

You and the Owners represent, warrant, and acknowledge as follows:

10.1 Truth of Information. The information (including without limitation all personal and financial information) that you and your Owners have furnished or will furnish to us relating to the subject of this Agreement is true and correct in all material respects and includes all material facts necessary to make such information not misleading in light of the circumstances when made.

10.2 Due Authority. This Agreement has been duly authorized and executed by you or on your behalf is a valid and binding obligation of you, enforceable in accordance with its terms, subject to applicable bankruptcy, moratorium, insolvency, receivership, and other similar laws affecting the rights of creditors generally.

10.3 Terrorist Acts. You acknowledge that under applicable U.S. law, including, without limitation, Executive Order 13224, signed on September 23, 2001 ("**Order**"), we are prohibited from engaging in any transaction with any person engaged in, or with a person aiding any person engaged in, acts of terrorism, as defined in the Order. Accordingly, you represent and warrant to us that, as of the date of this Agreement, neither you nor any person holding any ownership interest in you, controlled by you, or under common control with you is designated under the Order as a person with whom business may not be transacted by us, and that you: ***(a)*** do not, and hereafter will not, engage in any terrorist activity; ***(b)*** are not affiliated with and do not support any individual or Entity engaged in, contemplating, or supporting terrorist activity; and ***(c)*** are not acquiring the rights granted under this Agreement with the intent to generate funds to channel to any individual or Entity engaged in, contemplating, or supporting terrorist activity, or to otherwise support or further any terrorist activity.

10.4 Independent Investigation. You have conducted an independent investigation of the business venture contemplated by this Agreement and recognize that it involves business risks and that your results will be largely dependent upon your own efforts and ability. You have been accorded ample time to consult with your own attorney and other advisors about the potential risks and benefits of entering into this Agreement, and we have advised you to do so.

10.5 Timely Receipt of Agreement and Franchise Disclosure Document. You have received an execution ready copy of this Agreement at least seven calendar days before you executed this Agreement or any related agreements or pay any consideration to us. You have also received a FDD required by applicable state and/or federal laws, including a form of this Agreement, at least 14 calendar days (or such longer time period as required by applicable state law) before you executed this Agreement or any related agreements or pay any consideration to us. You have reviewed this Agreement and the FDD and have been given ample opportunity to consult with, and ask questions of, our representatives regarding the documents.

10.6 Electronic Signature. This Agreement, including all Attachments, may be signed with full force and effect using electronic signatures. By signing via your electronic signature you consent to the legally binding terms and conditions of this Agreement and represent that you are the authorized signatory indicated in each signature block.

IN WITNESS WHEREOF, each of the undersigned has executed this Agreement on the date set forth below to be made effective as of the Effective Date.

FRANCHISOR	**FRANCHISEE**
101 MOBILITY FRANCHISE SYSTEMS, LLC	______________________________
a North Carolina limited liability company	a/an ______________________________
By: ______________________________	By: ______________________________
Name: ______________________________	Name: ______________________________
Title: ______________________________	Title: ______________________________
Date:______________________________	Date: ______________________________

101 MOBILITY FRANCHISE SYSTEMS, LLC

CALIFORNIA AMENDMENT TO FRANCHISE AGREEMENT

THIS AMENDMENT TO FRANCHISE AGREEMENT (this "**Amendment**") dated ___________________, is intended to be a part of, and by this reference is incorporated into that certain Franchise Agreement (the "**Agreement**") dated ___________________, by and between 101 MOBILITY FRANCHISE SYSTEMS, LLC, a North Carolina limited liability company ("**101**"), and ______________________________ ("**Franchisee**"). Where and to the extent that any of the provisions of this Amendment are contrary to, in conflict with or inconsistent with any provision contained in the Agreement, the provisions contained in this Amendment shall control. Defined terms contained in the Agreement shall have the identical meanings in this Amendment.

1. The California Department of Financial Protection and Innovation requires that certain provisions contained in franchise documents be amended to be consistent with California law, including the California Franchise Investment Law, CAL. CORP. CODE Section 31000 et seq., and the California Franchise Relations Act, CAL. BUS. & PROF. CODE Section 20000 et seq., (collectively, the "**Act**"). To the extent that the Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

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

b. California Corporations Code §31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations 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).

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

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

e. The Agreement requires litigation, arbitration, or mediation to be conducted in a forum other than the State of California. This requirement may be unenforceable under California law.

f. The Agreement requires application of the laws of North Carolina. This provision may not be enforceable under California law.

g. The maximum annual interest rate allowed in California is 10%.

2. To the extent that Section 8.1(e) and/or Section 8.8 of the Agreement (pertaining to limitation of claims) conflicts with California law, California law will control.

3. To the extent that Section 8.3 of the Agreement (pertaining to choice of law) conflicts with California law, California law will control.

4. As required by Franchisor's California Examiner, and because the same is in conflict with California law, Section 10.4 of the Agreement (pertaining to independent investigation) is deleted from the Agreement.

5. As required by Franchisor's California Examiner, and because the same is in conflict with California law, Section 10.5 of the Agreement (pertaining to timely receipt of the Agreement and the FDD) is deleted from the Agreement.

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

7. In the event of any conflict between the terms of this Amendment and the terms of the Agreement, the terms of this Amendment shall prevail.

8. Each provision of this Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Act are met independently without reference to this Amendment.

IN WITNESS WHEREOF, the parties have executed this Amendment on the date first shown above.

FRANCHISOR	**FRANCHISEE**
101 MOBILITY FRANCHISE SYSTEMS, LLC	______________________________
a North Carolina limited liability company	a/an ___________________________
By: ____________________________	By: ____________________________
Name: __________________________	Name: __________________________
Title: ___________________________	Title: ___________________________
Date:___________________________	Date: ___________________________

101 MOBILITY FRANCHISE SYSTEMS, LLC

ILLINOIS AMENDMENT TO FRANCHISE AGREEMENT

For purposes of complying with the requirements of Illinois law, including the Illinois Franchise Disclosure Act of 1987, Ill. Rev. Stat. ch. 815 para. 705/1 – 705/44 (1994) (the "**Illinois Franchise Act**"), 101 MOBILITY FRANCHISE SYSTEMS, LLC, a North Carolina limited liability company ("**101**") and ____________________ ("**Franchisee**"), hereby amend the Franchise Agreement between them dated ____________________ (the "**Agreement**") as follows:

1. The following provision hereby supplements Section 10.5:

For purposes of satisfying Section 5(2) of the Illinois Franchise Act, Franchisee further acknowledges that it has received the disclosure document required by the act at least fourteen (14) days prior to the date on which this Agreement was executed.

2. Section 705/19 and 705/20 of the Illinois Franchise Act provides rights to franchisees concerning nonrenewal and termination of a franchise. If the Agreement contains a provision that is inconsistent with the Illinois Franchise Act, the Illinois Franchise Act will control.

3. Section 41 of the Illinois Franchise Act states that "any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of this Act is void." To the extent that any provision in the Agreement is inconsistent with Illinois law, Illinois law will control. Any provision that designates jurisdiction or venue or requires Franchisee to agree to jurisdiction or venue in a forum outside of Illinois is void with respect to any cause of action which is otherwise enforceable in Illinois, except arbitration may take place outside the state of Illinois.

4. To the extent that Section 8.3 of the Agreement (pertaining to choice of law) conflicts with Illinois law, Illinois law will control.

5. Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements of Illinois law applicable to the provisions are met independent of this Amendment. This Amendment shall have no force or effect if such jurisdictional requirements are not met.

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

7. All other provisions of the Agreement are hereby ratified and confirmed.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized representative as of the date indicated below.

FRANCHISOR	**FRANCHISEE**
101 MOBILITY FRANCHISE SYSTEMS, LLC	______________________________
a North Carolina limited liability company	a/an __________________________
By: ____________________________	By: ____________________________
Name: __________________________	Name: __________________________
Title: ___________________________	Title: ___________________________
Date:___________________________	Date: ___________________________

101 MOBILITY FRANCHISE SYSTEMS, LLC

MARYLAND AMENDMENT TO FRANCHISE AGREEMENT

THIS AMENDMENT TO FRANCHISE AGREEMENT ("**Amendment**") dated ___________________, 20___ is intended to be a part of, and by this reference is incorporated into that certain Franchise Agreement (the "**Franchise Agreement**") dated ___________________, 20____, by and between 101 MOBILITY FRANCHISE SYSTEMS, LLC ("**Franchisor**"), a North Carolina limited liability company and _____________________________ ("**Franchisee**"). Where and to the extent that any of the provisions of this Amendment are contrary to, in conflict with or inconsistent with any provision contained in the Agreement, the provisions contained in this Amendment shall control. Defined terms contained in the Agreement shall have the identical meanings in this Amendment.

1. Any provision requiring you to sign a general release of any and all claims against us 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. Any provision requiring you to bring an action against us in any state other than Maryland shall not apply to claims arising under the Maryland Franchise Registration and Disclosure Law. You may bring an action in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

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

4. Notwithstanding anything to the contrary set forth in the Agreement, any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three (3) years after the grant of the franchise.

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

6. As a condition to becoming registered to offer and sell franchises in the State of Maryland, we have agreed to post a post a surety bond to guarantee that we will fulfill our material pre-opening obligations to you. The surety bond is on file with the Maryland Securities Division.

7. Section 10.4 (Independent Investigation) and the last sentence of Section 10.5 of the Franchise Agreement are deleted in their entirety.

8. In the event of any conflict between the terms of this Amendment and the terms of the Agreement, the terms of this Amendment shall prevail.

9. Each provision of this Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law are met independently without reference to this Amendment.

[*The Signature Page Follows*]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized representative as of the date indicated below.

<table>
<tr><td>FRANCHISOR
101 MOBILITY FRANCHISE SYSTEMS, LLC
a North Carolina limited liability company</td><td>FRANCHISEE
____
a/an ____________________________________</td></tr>
<tr><td>By: ___________________________________
Name: _________________________________
Title: __________________________________
Date:___________________________________</td><td>By: ___________________________________
Name: _________________________________
Title: __________________________________
Date: __________________________________</td></tr>
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101 MOBILITY FRANCHISE SYSTEMS, LLC

MINNESOTA AMENDMENT TO FRANCHISE AGREEMENT

THIS AMENDMENT TO FRANCHISE AGREEMENT (this "**Amendment**") dated ___________________, is intended to be a part of, and by this reference is incorporated into that certain Franchise Agreement (the "**Agreement**") dated ___________________, by and between 101 MOBILITY FRANCHISE SYSTEMS, LLC a North Carolina limited liability company ("**Franchisor**"), and _____________________________("**Franchisee**"). Where and to the extent that any of the provisions of this Amendment are contrary to, in conflict with or inconsistent with any provision contained in the Agreement, the provisions contained in this Amendment shall control. Defined terms contained in the Agreement shall have the identical meanings in this Amendment.

1. Notwithstanding anything to the contrary set forth in the Agreement, 101 will comply with Minn. Stat. Section 80C.12, Subd. 1(g), (the "**Act**"), which requires us to protect your right to use the trademarks, service marks and trade names and indemnify you from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of same.

2. Notwithstanding anything to the contrary set forth in the Agreement, we will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4 and 5 which require, except in certain specified cases, that a franchisee be given ninety (90) days' notice of termination (with sixty (60) days to cure) and one hundred eighty (180) days' notice for non-renewal of the Agreement.

3. Notwithstanding anything to the contrary set forth in the Agreement, any general release you are required to assent to shall not apply to any liability we may have under the Act.

4. Minn. Stat. Section 80C.21 and Minn. Rule 2860.4400J prohibit the franchisor from requiring litigation to be conducted outside of Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Agreement can abrogate or reduce any of franchisee's rights as provided for in Minnesota Statutes, Chapter 80C, or franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

5. NSF checks are governed by Minnesota Statute 604.113, which puts a cap of $30 on service charges.

6. In the event of any conflict between the terms of this Amendment and the terms of the Agreement, the terms of this Amendment shall prevail.

7. Each provision of this Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Act are met independently without reference to this Amendment.

IN WITNESS WHEREOF, the parties have executed this Amendment on the date first shown above.

FRANCHISOR	**FRANCHISEE**
101 MOBILITY FRANCHISE SYSTEMS, LLC	______________________________
a North Carolina limited liability company	a/an ___________________________
By: ___________________________	By: ___________________________
Name: _________________________	Name: _________________________
Title: __________________________	Title: __________________________
Date:___________________________	Date: __________________________

101 MOBILITY FRANCHISE SYSTEMS, LLC

NEW YORK AMENDMENT TO FRANCHISE AGREEMENT

THIS AMENDMENT TO FRANCHISE AGREEMENT (this "**Amendment**") dated ___________________, is intended to be a part of, and by this reference is incorporated into that certain Agreement (the "**Agreement**") dated ___________________, by and between 101 MOBILITY FRANCHISE SYSTEMS, LLC a North Carolina limited liability company ("**101**"), as Franchisor, and _____________________________("**Franchisee**"). Where and to the extent that any of the provisions of this Amendment are contrary to, in conflict with or inconsistent with any provision contained in the Agreement, the provisions contained in this Amendment shall control. Defined terms contained in the Agreement shall have the identical meanings in this Amendment.

1. <u>Releases</u>. The following language is added to the end of Section 2.2.(d) and Section 5.28(c)(iii) of the Agreement:

> ", provided, however, that all rights Franchisee enjoys and any causes of action arising in Franchisee's 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 the proviso that the non-waiver provisions of GBL 687 and 687.5 be satisfied."

2. <u>Termination by Franchisee</u>. The following language is added to Section 6:

> "You may terminate this Agreement on any grounds available by law under the provisions of Article 33 of the General Business Law of the State of New York."

3. <u>Assignment</u>. The following language is added to the end of Section 14.3. of the Agreement:

> "However, to the extent required by applicable law, no assignment will be made except to an assignee who, in Franchisor's good faith judgment, is willing and able to assume Franchisor's obligations under this Agreement."

4. <u>Modification of the System</u>. The following language is added to the end of Sections 5.15. of the Agreement:

> "Modifications to the Operations Manual will not unreasonably affect your obligations, including economic requirements, under this Agreement."

5. <u>Applicable Law</u>. The following language is added to the end of Sections 8.1 and 8.3 of the Agreement:

> "However, the governing choice of law shall not be considered a waiver of any right conferred upon you by the provisions of Article 33 of the General Business Law of the State of New York."

6. In the event of any conflict between the terms of this Amendment and the terms of the Agreement, the terms of this Amendment shall prevail.

7. Each provision of this Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Act are met independently without reference to this Amendment.

[*The Signature Page Follows*]

IN WITNESS WHEREOF, the parties have executed this Amendment on the date first shown above.

FRANCHISOR	**FRANCHISEE**
101 MOBILITY FRANCHISE SYSTEMS, LLC	________________________________
a North Carolina limited liability company	a/an ____________________________
By: ____________________________	By: ____________________________
Name: __________________________	Name: __________________________
Title: ___________________________	Title: ___________________________
Date:____________________________	Date: ___________________________

101 MOBILITY FRANCHISE SYSTEMS, LLC

NORTH DAKOTA AMENDMENT TO FRANCHISE AGREEMENT

THIS AMENDMENT TO FRANCHISE AGREEMENT ("**Amendment**") dated __________________, 20___ is intended to be a part of, and by this reference is incorporated into that certain Franchise Agreement (the "**Franchise Agreement**") dated __________________, 20____, by and between 101 MOBILITY FRANCHISE SYSTEMS, LLC a North Carolina limited liability company ("**101**"), as Franchisor, and ____________________________("**Franchisee**"). Where and to the extent that any of the provisions of this Amendment are contrary to, in conflict with or inconsistent with any provision contained in the Agreement, the provisions contained in this Amendment shall control. Defined terms contained in the Franchise Agreement shall have the identical meanings in this Amendment.

1. The State of North Dakota has determined that the following types of provisions are deemed to be contrary to North Dakota Law, including the North Dakota Franchise Investment Law Section 51-19, North Dakota Century Code ("**North Dakota Law**"):

(a) A provision requiring a North Dakota franchisee to sign a general release upon renewal of the Franchise Agreement;

(b) A provision requiring a North Dakota franchisee to consent to termination penalties or liquidated damages;

(c) A provision requiring a North Dakota franchisee to consent to the jurisdiction of courts outside the state of North Dakota;

(d) A provision restricting the time in which a North Dakota franchisee may make a claim to less than the applicable North Dakota statute of limitations;

(e) A provision calling for the waiver by a North Dakota franchisee of the right to trial by jury;

(f) A provision requiring a North Dakota franchisee to consent to a waiver of exemplary and punitive damages.

2. The following is hereby added to <u>Article 5.27</u> of the Franchise Agreement:

"North Dakota Century Code Section 9-08-06 subjects covenants not to compete to the provisions of that statute. The covenants not to compete contained within the Franchise Agreement are subject to Section 9-08-06 and may be unenforceable under North Dakota law."

3. The following is hereby added to <u>Article 8.1</u> of the Franchise Agreement.

"The site of any mediation of the parties' disputes shall be at a site mutually agreeable to all parties. If all parties cannot agree upon a location, the mediation shall be in Fargo, North Dakota."

4. In the event of any conflict between the terms of this Amendment and the terms of the Agreement, the terms of this Amendment shall prevail.

5. Each provision of this Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Act are met independently without reference to this Amendment.

[*The Signature Page Follows*]

IN WITNESS WHEREOF, the parties have executed this Amendment on the date first shown above.

FRANCHISOR	**FRANCHISEE**
101 MOBILITY FRANCHISE SYSTEMS, LLC	______________________________
a North Carolina limited liability company	a/an ______________________________
By: ______________________________	By: ______________________________
Name: ______________________________	Name: ______________________________
Title: ______________________________	Title: ______________________________
Date:______________________________	Date: ______________________________

101 MOBILITY FRANCHISE SYSTEMS, LLC

SOUTH DAKOTA AMENDMENT TO FRANCHISE AGREEMENT

THIS AMENDMENT TO FRANCHISE AGREEMENT ("**Amendment**") dated ___________________, 20___ is intended to be a part of, and by this reference is incorporated into that certain Franchise Agreement (the "**Franchise Agreement**") dated ___________________, 20____, by and between 101 MOBILITY FRANCHISE SYSTEMS, LLC a North Carolina limited liability company ("**101**"), as Franchisor, and _____________________________("**Franchisee**"). Where and to the extent that any of the provisions of this Amendment are contrary to, in conflict with or inconsistent with any provision contained in the Agreement, the provisions contained in this Amendment shall control. Defined terms contained in the Franchise Agreement shall have the identical meanings in this Amendment.

1. To the extent that the Franchise Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

2. Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements of the South Dakota Franchise Law (Franchises for Brand-Name Goods and Services), with respect to each such provision, are met independent of this Amendment. This Amendment shall have no force or effect if such jurisdictional requirements are not met.

3. As to any state law described in this Amendment that declares void or unenforceable any provision contained in the Franchise Agreement, Franchisor reserves the right to challenge the enforceability of the state law by, among other things, bringing an appropriate legal action or by raising the claim in a legal action or arbitration that you have initiated.

IN WITNESS WHEREOF, the parties have executed this Amendment on the date first shown above.

FRANCHISOR	**FRANCHISEE**
101 MOBILITY FRANCHISE SYSTEMS, LLC	____
a North Carolina limited liability company	a/an ____________________________________
By: ____________________________________	By: ____________________________________
Name: __________________________________	Name: __________________________________
Title: ___________________________________	Title: ___________________________________
Date:___________________________________	Date: ___________________________________

101 MOBILITY FRANCHISE SYSTEMS, LLC

VIRGINIA AMENDMENT TO FRANCHISE AGREEMENT

THIS AMENDMENT TO FRANCHISE AGREEMENT (this "**Amendment**") dated ___________________, is intended to be a part of, and by this reference is incorporated into that certain Franchise Agreement (the "**Agreement**") dated ___________________, by and between 101 MOBILITY FRANCHISE SYSTEMS, LLC, a North Carolina limited liability company ("**101**"), and _____________________________ ("**Franchisee**"). Where and to the extent that any of the provisions of this Amendment are contrary to, in conflict with or inconsistent with any provision contained in the Agreement, the provisions contained in this Amendment shall control. Defined terms contained in the Agreement shall have the identical meanings in this Amendment.

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

2. In the event of any conflict between the terms of this Amendment and the terms of the Agreement, the terms of this Amendment shall prevail.

3. Each provision of this Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Act are met independently without reference to this Amendment.

IN WITNESS WHEREOF, the parties have executed this Amendment on the date first shown above.

FRANCHISOR	**FRANCHISEE**
101 MOBILITY FRANCHISE SYSTEMS, LLC	____________________________________
a North Carolina limited liability company	a/an ________________________________
By: ________________________________	By: ________________________________
Name: ______________________________	Name: ______________________________
Title: _______________________________	Title: _______________________________
Date:_______________________________	Date: _______________________________

101 MOBILITY FRANCHISE SYSTEMS, LLC

WASHINGTON AMENDMENT TO THE FRANCHISE AGREEMENT, COMPLIANCE QUESTIONNAIRE, AND RELATED AGREEMENTS

THIS AMENDMENT TO FRANCHISE AGREEMENT ("**Amendment**") dated ___________________, 20___ is intended to be a part of, and by this reference is incorporated into that certain Franchise Agreement (the "**Franchise Agreement**") dated ___________________, 20____, by and between 101 MOBILITY FRANCHISE SYSTEMS, LLC, a North Carolina limited liability company ("**101**"), and ______________________________ ("**Franchisee**"). Where and to the extent that any of the provisions of this Amendment are contrary to, in conflict with or inconsistent with any provision contained in the Agreement, the provisions contained in this Amendment shall control. Defined terms contained in the Agreement shall have the identical meanings in this Amendment.

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

2. 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.

3. 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.

4. 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.

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

6. Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of 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.

7. 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.

8. Further, RCW 49.62.050 declares that any contractual provision that requires a Washington-based employee or independent contractor to adjudicate a noncompetition covenant outside of the state, or that deprives such person of the protections and benefits of this law, is void and unenforceable.

9. Section 10.4 (Independent Investigation) of the Franchise Agreement is deleted in its entirety.

10. In lieu of an impound of franchise fees, the Franchisor will not require or accept the payment of any initial franchise fees until the franchisee has (a) received all pre-opening and initial training obligations that it is entitled to under the franchise agreement or offering circular, and (b) is open for business.

11. 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.

IN WITNESS WHEREOF, the parties have executed this Amendment on the date first shown above.

FRANCHISOR	**FRANCHISEE**
101 MOBILITY FRANCHISE SYSTEMS, LLC	______________________________
a North Carolina limited liability company	a/an ___________________________
By: ___________________________	By: ___________________________
Name: _________________________	Name: _________________________
Title: __________________________	Title: __________________________
Date:__________________________	Date: __________________________

101 MOBILITY FRANCHISE SYSTEMS, LLC

PAYMENT AND PERFORMANCE GUARANTEE

In order to induce 101 Mobility Franchise Systems, LLC ("**Franchisor**") to enter into a 101 MOBILITY® Franchise Agreement (the "**Franchise Agreement**") with the Franchisee named in the Franchise Agreement to which this Payment and Performance Guarantee (the "**Guarantee**") is attached ("**Franchisee**"), I/we (collectively referred to as the "**Guarantors**" and individually referred to as a "**Guarantor**") hereby covenant and agree as follows:

1. Guarantee of Payment and Performance. Guarantors jointly and severally and unconditionally guarantee to Franchisor and its affiliates the payment and performance when due, whether by acceleration or otherwise, of all obligations, indebtedness, and liabilities of Franchisee to Franchisor, absolute or contingent, of every kind and nature, whether now existing or incurred later, whether incurred pursuant to the Franchise Agreement or otherwise, together with any extension, renewal, or modification thereof in whole or in part, including liquidated damages due on account of the premature termination of the Franchise Agreement or early closure of the Franchised Business (the "**Guaranteed Liabilities**"). The Guarantors agree that if any of the Guaranteed Liabilities are not paid or performed by Franchisee when due, the Guarantors will immediately do so. The Guarantors further agree to pay all expenses (including reasonable attorneys' fees) paid or incurred in trying to enforce this Guarantee or the payment of any Guaranteed Liabilities.

2. Waivers by Guarantors. The Guarantors waive presentment, demand, notice of dishonor, protest, and all other notices, including without limitation notices of acceptance hereof, of the existence or creation of any Guaranteed Liabilities, of the amounts and terms thereof, of all defaults, disputes, or controversies between Franchisor and Franchisee and of the settlement, compromise, or adjustment thereof. This Guarantee is primary and not secondary, and shall be enforceable without Franchisor having to proceed first against Franchisee or against any or all of the Guarantors or against any other security for the Guaranteed Liabilities. This Guarantee will be effective regardless of the insolvency of Franchisee by operation of law, any reorganization, merger, or consolidation of Franchisee, or any change in the ownership of Franchisee.

3. Term: No Waiver. This Guarantee is irrevocable and unconditional and will remain in full force and effect as to each of the Guarantors until ***(i)*** such time as all Guaranteed Liabilities of Franchisee to Franchisor and its affiliates have been paid and satisfied in full, and ***(ii)*** the Franchise Agreement and all obligations of Franchisee thereunder expire, provided, however, that this Guarantee will remain in full force as to all obligations under the Franchise Agreement which by their nature continue regardless of expiration. No delay or failure on the part of Franchisor in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by Franchisor of any right or remedy shall preclude other further exercise of that right or any other right or remedy.

4. Other Covenants. Each of the Guarantors agrees to personally comply with the provisions of Sections 5.17 (Intellectual Property), 5.18 (Improvements), 5.19 (Confidential Information), 5.24 (Auditing), 5.25 (Inspection), 5.26 (Indemnification), 5.27 (Your Covenants Not to Compete), and 5.28 (Transfer and Assignment) of the Franchise Agreement as though each Guarantor were the "**Franchisee**" named in the Franchise Agreement and agrees that Guarantors will himself/herself/themselves take any and all actions as may be necessary or appropriate to cause Franchisee to comply with the Franchise Agreement and will not take any action that would cause Franchisee to be in breach of the Franchise Agreement.

5. Dispute Resolution. Section 8 (Dispute Resolution and Governing Law) of the Franchise Agreement is incorporated here by reference and will be applicable to all disputes between Franchisor and any of the Guarantors, as though Guarantor were the "**Franchisee**" referred to in the Franchise Agreement.

6. Independent Covenants. Guarantors agree that each covenant to which they are

individually bound under this Guarantee will be construed as independent of any other covenant or provision of the Franchise Agreement and this Guarantee. If all or any portion of a covenant is held unreasonable or unenforceable by a court or agency having valid jurisdiction in an unappealed final decision to which Franchisor is a party, Guarantors expressly agree to be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of this Guarantee.

7. California Waiver. Guarantors hereby waive ***(a)*** all rights described in California Civil Code Section 2856(a)(1)-(2), inclusive, which includes, without limitation, any rights and defenses which are or may become available to the undersigned by reason of California Civil Code Sections 2787 to 2855, inclusive; and ***(b)*** California Civil Code Sections 2899 and 3433.

8. **JURY TRIAL WAIVER. GUARANTORS HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, INVOLVING FRANCHISOR, WHICH ARISES OUT OF OR IS RELATED IN ANY WAY TO THE FRANCHISE AGREEMENT, THE PERFORMANCE OF ANY PARTY UNDER THE FRANCHISE AGREEMENT, AND/OR THE OFFER OR GRANT OF THE FRANCHISE**.

9. Exhaustion of Remedies. I understand that Franchisor's rights under this Guaranty shall be in addition to, and not in lieu of, any other rights or remedies available to Franchisor under applicable law.

10. Miscellaneous. This Agreement will be binding upon the Guarantors and their heirs, executors, successors, and assigns, and will be for the benefit of Franchisor and its successors and assigns.

IN WITNESS WHEREOF, the undersigned Guarantors have caused this Guarantee to be signed of the day and year first above written.

GUARANTOR(S)

Dated: ____________________

____
Name: ______________________________
Address: ____________________________
____
Fax:________________________________

Dated: ____________________

____
Name: ______________________________
Address: ____________________________
____
Fax:________________________________

ATTACHMENT A
TO THE 101 MOBILITY® FRANCHISE AGREEMENT

FRANCHISEE-SPECIFIC INFORMATION

1. Effective Date: ____________________

2. Franchisee's Name: ____________________

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

4. Operating Principal: ____________________

5. Ownership of Franchisee: If the Franchisee is an Entity, the following persons constitute all of the owners of a legal and/or beneficial interest in the Franchisee:

NAME	ADDRESS	NUMBER OF SHARES OR PERCENTAGE INTEREST

6. Territory (Section 1.3): Your Territory will be identified by the name ____________________ and will consist of the following ZIP Codes: ____________________ ____________________.

7. Annual Performance Requirement (Section 1.6(a)): You must achieve $300,000 in annual Gross Sales from Inside Territory Sales during your third, fourth, and fifth full years of operation each. Thereafter, you must achieve $500,000 in annual Gross Sales from Inside Territory Sales during your sixth full year of operation and each subsequent year through the Term of this Agreement.

8. Initial Franchise Fee (Section 3.1):

☐ $74,000 (First Territory)
☐ $64,000 (First Territory with Military Discount)
☐ $59,000 (Second Territory)
☐ $44,000 (Third or Subsequent Territory)

9. Royalty Fee (Section 3.2(a)):

Percentage	Annual Gross Sales[1] from Inside Territory Sales (Based on Calendar Year[2])
7%	up to $500,000
6%	exceeding $500,000 million and up to $1 million
5%	in excess of $1 million

____
Franchisee Initials

Note 1. Royalty Fees from Inside Territory Sales are calculated on a calendar year basis beginning with the 7% Royalty Fee rate and decreasing as you hit each Gross Sales threshold throughout the calendar year.

Note 2. Beginning on the day you start operating your Franchised Business, Royalty Fees will be calculated on a calendar year basis beginning with the 7% Royalty Fee and decreasing as Inside Territory Sales hit each Gross Sales threshold throughout the calendar year.

Percentage	Gross Sales from Outside Territory Sales
7%	All Gross Sales

10. Minimum Royalty Payment (Section 3.2(b)):

Third full and fourth operating quarters: $2,100 per quarter
Fifth through eighth full operating quarters: $3,600 per quarter
Ninth and all subsequent operating quarters in Term: $5,400 per quarter

11. Renewal Fee (Section 3.4): $7,500

12. Technology Fee (Section 3.6): Currently, $125 per month per Territory

13. Transfer Fee: $10,000, plus $1,000 for each additional Territory being transferred in the same transaction, and plus a $2,000 training fee if the transferee is not an existing System franchisee (Transfer of Agreement, Franchised Business, and/or Controlling Interest, refer to Section 5.28(c))

$5,000 (Non-Controlling Interest, refer to Section 5.28(d))

$1,000 (To Entity for Convenience of Ownership, refer to Section 5.28(e))

14. Franchisee's Address and Fax Number for Notices (Section 9.11):

____
Fax No.: _______________________________________

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

FRANCHISOR	FRANCHISEE
101 MOBILITY FRANCHISE SYSTEMS, LLC	__________________________
a North Carolina limited liability company	a/an ______________________
By: ______________________	By: ______________________
Name: ____________________	Name: ____________________
Title: ____________________	Title: ____________________
Date:_____________________	Date: ____________________

ATTACHMENT B
TO 101 MOBILITY® FRANCHISE AGREEMENT

SOFTWARE LICENSE AGREEMENT

This SOFTWARE LICENSE AGREEMENT ("**Agreement**") is entered into on this ____ day of ____________, 20___ ("**Effective Date**") by and between 101 Mobility Franchise Systems, LLC, a North Carolina limited liability company with an address at 5221 Oleander Drive, Wilmington, North Carolina 28403 ("**Franchisor**"), and ___________________________ a(n) ____________________________ with an address at __________________________________ ("**Franchisee**") and its Guarantors _________________, individually, and ________________, individually.

BACKGROUND

A. Simultaneously with the execution of this Agreement, Franchisor and Franchisee are entering into a franchise agreement ("**Franchise Agreement**") pursuant to which Franchisor is granting Franchisee the right to operate a 101 MOBILITY® franchised business ("**Franchised Business**") under Franchisor's Marks and System.

B. One of Franchisee's obligations under the Franchise Agreement is to implement such Computer Systems, including all software and hardware, Franchisor requires.

C. Franchisor's affiliate has developed the MOBILINK business management software, for which Franchisor has the contractual right to sublicense, to be utilized by Franchisee in connection with the Franchised Business ("**MOBILINK Software**"). The MOBILINK software provides assistance with the management of client leads and data, sales records and documentation, inventory control, marketing efforts, administrative matters, and customer service for Franchisee and Franchisee's employees.

D. Franchisor may also, from time to time, whether itself or through its designees develop customized software for Franchisee's use in connection with the Franchised Business ("**Customized Software**"). Franchisee may, at the discretion of Franchisor, be required to purchase and use the Customized Software. Whether Franchisee is required to, or otherwise elects to, use the Customized Software, Franchisee agrees to abide by the terms of this Agreement with regards to any Customized Software. The MOBILINK Software and Customized Software will be referred to collectively in this Agreement as the "**Proprietary Software**."

E. Guarantors agree to personally, and jointly and severally, guaranty Franchisee's obligations and covenants under this Agreement and to be bound by each provision as though each were the Franchisee.

F. Now, the parties desire to define the terms and conditions on which Franchisor will grant use of the MOBILINK Software and Customized Software to Franchisee in accordance with the provisions of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **MOBILINK SOFTWARE**

A. **GRANT OF USE**

(a) **License Grant**. Franchisor grants to Franchisee a personal, limited, non-assignable, non-transferrable, non-exclusive license to use the MOBILINK Software during the term of the Franchise Agreement, subject to the terms and conditions set forth in this Agreement.

(b) **No Customization**. Franchisor prohibits Franchisee from customizing or authorizing customizations of the MOBILINK Software

(c) **Scope of Use**. Franchisee may use the MOBILINK Software solely for Franchisee's internal needs in the operation of Franchised Business as a franchisee of Franchisor and will not make the MOBILINK Software available to or permit the use thereof by any person or entity except to the extent and in the manner permitted under Subsections 1.A.(d) and (e) below.

(d) **Limited Right to Copy**. Franchisee may not grant access, copy or allow copies of the MOBILINK Software or any other proprietary information to be made, except to the extent necessary to exercise the use granted hereby and for back-up and archival purposes.

(e) **No Reverse Engineering or Modifications**. Franchisee agrees not to reverse engineer, decompile or disassemble the MOBILINK Software or any part of the MOBILINK Software, nor will Franchisee change, modify or create derivative works from the MOBILINK Software.

(f) **Ownership**. Franchisee acknowledges that Franchisee has no ownership rights in the MOBILINK Software

(g) **Other Rights**. Franchisee has no other rights in the MOBILINK Software except those rights expressly granted by this Agreement.

(h) **Third Party Access**. Franchisee must not make the MOBILINK Software available to any third-party unless required by Franchisor at its sole discretion.

(i) **Updating to Current Version**. Franchisee must only use current versions of the MOBILINK Software; provided, ,however, Franchisee may use prior versions if prior versions are necessary to support the current version. Current version may include an upgrade to a version requiring an additional fee after the effective date of this Agreement.

B. **FEES**

(a) **MOBILINK Software License Fee**. Beginning in the first month Franchisee beings to operate the Franchised Business, Franchisee must pay to Franchisor a continuing Software License Fee via automatic bank draft for the right to use the MOBILINK Software. Currently, the continuing Software License Fee is included as a portion of the Technology Fee due to Franchisor under the terms of the Franchise Agreement. Franchisor reserves the right to separate payment of the Software License Fee from the Technology Fee and require that it be paid separately. Franchisor may also increase the Software License Fee, whether as a portion of the Technology Fee or as a separate fee. The Software License Fee is payable periodically on such dates designated by Franchisor and on a per-Franchise Agreement basis.

C. **TERMINATION**

(a) **Term**. Except as otherwise expressly set forth below, the parties intend that the term of the license granted hereby will be coextensive with the term of the Franchise Agreement and all renewals and extensions thereof.

(b) **Automatic Termination**. The license granted hereby will terminate automatically upon the expiration, nonrenewal, or termination of the Franchise Agreement.

(c) **Termination by Franchisor**. Franchisor or its designee may terminate the license to use the MOBILINK Software, as granted herein, upon notice to Franchisee with immediate effect in the event that (i) Franchisee breaches any of its obligations under this Agreement or under the Franchise Agreement, (ii) the Franchise Agreement is terminated, expires, or is not renewed, or (iii) Franchisor requires Franchisee to cease using the MOBILINK Software, or any or all portions of it, as specified by Franchisor. Unless notified to discontinue use, Franchisee agrees to continue to use the MOBILINK Software and any updated versions of it as long as Franchisor requires it.

(d) **Disabling of the MOBILINK Software**. Franchisee understands that Franchisor may include a feature in the MOBILINK Software that will cause the MOBILINK Software to automatically cease to operate in whole or in part in the event Franchisee materially breaches this Agreement, the Franchise Agreement, or fails in a timely manner to (i) submit to Franchisor the reports required by Franchisor; (ii) pay to Franchisor the required fees under this Agreement; or (iii) pay to Franchisor the Royalty Fee or any other amounts due to Franchisor under the Franchise Agreement. **Franchisor will not be liable to Franchisee for any damages whatsoever that may result directly or indirectly from Franchisor's disabling of the functionality of the MOBILINK Software pursuant to this Section**.

(e) **Disposition of Copies**. Upon termination of the license to use the MOBILINK Software granted herein Franchisee agrees to promptly return to Franchisor, or otherwise dispose of as Franchisor may instruct, all physical copies of the MOBILINK Software and its associated documentation in Franchisee's possession or under Franchisee's control and will remove all copies thereof from Franchisee's computers and other electronic storage media. On Franchisor's request, Franchisee will provide Franchisor with written certification of its compliance with the foregoing.

(f) **No Refunds**. Upon the expiration or termination of the license granted hereby, or if the MOBILINK Software is disabled as described above, Franchisee will not receive any refund of any payments made to Franchisor.

(g) **Ownership of Data**. Franchisee acknowledges and agrees that all data and information input and stored in the MOBILINK Software is the sole and exclusive property of Franchisor and that such information is licensed to Franchisee for its use solely for the direct and customary operation of the Franchised Business and only during the term of this Agreement.

2. THIRD PARTY AND CUSTOMIZED SOFTWARE

A. **Purchase of Third Party and Customized Software License**. Franchisee agrees to pay to Franchisor, or its designee if indicated by Franchisor, any initial license fee for the purchase of one or more licenses to any software that is proprietary to a third party, but required by Franchisor for Franchisee to operate the Franchised Business.

B. **Recurring Fees**. If under the terms of use for any Customized Software Franchisee is required to pay to any third party a recurring fee, whether as a recurring license fee, training and support fee, or otherwise, Franchisor may, in its discretion, after notifying Franchisee in writing, elect to act as intermediary for payment purposes only, without any liability to Franchisor whatsoever, and to pay such recurring fee from Franchisee's payment of the initial and monthly Proprietary Software Fee, as defined in the Franchise Agreement and in Sections 4.A and 4.B below.

C. **License and User Agreements**. Franchisee further agrees to enter into all license and user agreements, and any other agreements Franchisor and/or its designee requires, in connection with the purchase of one or more licenses for, and/or the use of any, third party software or Customized Software. Franchisee may be required to enter into such license or user agreements with Franchisor and/or Franchisor's designee(s).

3. TRAINING AND SUPPORT; ACCOUNTANTS & OTHER PROFESSIONAL CONSULTANTS

A. **Cooperation of Franchisee**. Franchisee agrees to cooperate with Franchisor in all matters relating to the installation and support of the Proprietary Software and shall complete such training of Franchisee's personnel with respect to the Proprietary Software as may be required by Franchisor.

B. **Training and Support**. Franchisor or Franchisor's designee will provide a limited amount of training and support to Franchisee which may be by telephone, webinar or any other means during Franchisor's normal business hours, via a written manual, the Internet or in any other manner chosen by Franchisor. The type and amount of such training and support shall be determined by Franchisor in its sole discretion.

C. **Maintenance, Upgrades and Fixes**. Franchisor or its designee may, in its discretion, modify, upgrade or create fixes, service releases and new versions of the Proprietary Software from time to time and provide them to Franchisee.

D. **Remote Access**. Franchisee permits Franchisor or its designee unrestricted remote access to Franchisee's network and each device containing any of the Proprietary Software. Such access may be to allow for the full functioning of the Proprietary Software, to allow Franchisor to install the Proprietary Software and modifications, fixes, service releases and new versions of the Proprietary Software, to provide training and support, and any other reason Franchisor may designate or deem necessary. Franchisee acknowledges and agrees that (i) Franchisee will install on its network reasonable security protection; (ii) remote access may reduce or disable the effectiveness of security protection; and (iii) neither Franchisor nor any party acting on behalf of Franchisor shall be liable for any claims, demands, damages, costs or expenses that arise or are in any way connected with the remote access to Franchisee's network described herein. Franchisee further understands and acknowledges that such remote access allows Franchisor to have full access to the data generated by Franchisee and to retrieve and use any such data without any limitation.

4. FEES

A. **Initial Software Fees**. Franchisee agrees to pay any future initial license fee, or the equivalent thereof, if applicable, for any Customized Software developed by Franchisor or its designee.

B. **Recurring Software Fees**. Franchisee may be required to pay to Franchisor a recurring software fee in connection with the future license of any Customized Software via automatic bank draft, or such other method Franchisor designates. The amount of such fees will be the then-current amount charged for the Customized Software by Franchisor to franchisees of Franchisor.

C. **Agreements With Other Professional Consultants**. Franchisee agrees to engage the services of other professional consultants from time to time as required or suggested by Franchisor to assist with the training, implementation, or deployment of hardware, software or other technology.

D. **Late Payments**. Any payment to be made by Franchisee under this Agreement that is not made within ten days after such payment is due will bear interest at the rate of 18% per annum, or the highest rate allowed by law, whichever is less.

5. CONFIDENTIALITY AND LIMITED ACCESS

A. **Nondisclosure**. Franchisee agrees to maintain the Proprietary Software, including its documentation and the data generated by the use of the Proprietary Software in confidence by using at least the same physical and other security measures that Franchisee uses for its own confidential information. Franchisee further agrees not to allow anyone to access or use the Proprietary Software or to see its documentation or the data it generates other than Franchisee's employees, agents, and representatives who have a need to have access to or to use the Proprietary Software in order to support Franchisee's authorized use thereof, provided that each such employee, agent, and representative shall have signed an undertaking to Franchisee, in a form satisfactory to Franchisor, acknowledging that he or she is bound by an obligation of confidentiality.

B. **Notice of Loss**. Franchisee shall immediately notify Franchisor upon discovering any loss or theft of any copy of the Proprietary Software or its documentation or any data generated by its use, or any unauthorized disclosure thereof by any of Franchisee's employees, agents or representatives.

6. **REPRESENTATIONS; WARRANTIES; LIMITATION OF LIABILITY; INDEMNIFICATION**

A. **Disclaimer of Warranty. EXCEPT AS SPECIFICALLY PROVIDED HEREIN, NEITHER FRANCHISOR NOR ANY AFFILIATE OF FRANCHISOR MAKES ANY EXPRESS OR IMPLIED WARRANTY WHATSOEVER. FRANCHISOR AND ALL AFFILIATES OF FRANCHISOR EXPRESSLY DISCLAIM THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FRANCHISOR SPECIFICALLY MAKES NO WARRANTIES AND DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY RELATING TO ANY SOFTWARE, COMPUTER PROGRAM, DATA, INTRANET, WEBSITE OR OTHER RELATED ITEMS PROVIDED OR RECOMMENDED BY FRANCHISOR. FRANCHISOR DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY THAT FRANCHISOR WILL CORRECT ANY OR ALL SOFTWARE DEFECTS.**

B. **Specific Warranty Disclaimers**. **WITHOUT LIMITING ANY DISCLAIMER OF WARRANTY IN SECTION 6.A, FRANCHISOR SPECIFICALLY DISCLAIMS ANY WARRANTY THAT FRANCHISOR'S SOFTWARE OR DOCUMENTATION:**

(a). will meet Franchisees' requirements;
(b). will adhere to any quality standards;
(c). will be uninterrupted, timely, secure, bug-free or error-free;
(d). will be free from harmful code;
(e). will produce effective, accurate or reliable results;
(f). will meet Franchisees' expectations; or
(g). will be free from technical or other mistakes, inaccuracies or typographical errors.

C. **Limitation of Liability. THE LIABILITY OF FRANCHISOR TO FRANCHISEE WILL BE LIMITED TO DIRECT DAMAGES. IN NO EVENT WILL FRANCHISOR BE LIABLE FOR INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS), EVEN IF FRANCHISOR HAS PREVIOUSLY BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, FRANCHISOR SHALL HAVE NO LIABILITY FOR ANY ERRORS OR OMISSIONS IN ANY WAY RELATED TO WORK PERFORMED BY CONSULTANTS OR OTHER PROFESSIONALS USING SCHEDULING OR ANY CUSTOMIZED SOFTWARE, REGARDLESS OF ANY PERMISSION, APPROVAL OR ACCEPTANCE OF ACCOUNTANTS OR OTHERS BY FRANCHISOR. FRANCHISOR SHALL ALSO HAVE NO LIABILITY FOR THE INADVERTENT INTERRUPTION, DISABLING, OR UPDATE OF THE PROPRIETARY SOFTWARE.**

D. **MOBILINK Software and Franchisee's Right to Indemnification**. If a third party claims that the MOBILNK Software infringes any U.S. patent, copyright, or trade secret, Franchisor may elect, in its sole discretion, to defend Franchisee against such claim at Franchisor's expense and pay all damages that a court finally awards, provided that Franchisee promptly notifies Franchisor in writing of the claim, and allows Franchisor to control, and Franchisee cooperates with Franchisor in, the defense or any related settlement negotiations. If such a claim is made or appears possible, Franchisor may, at its option, secure for Franchisee the right to continue to use the MOBILINK Software, or modify or replace the MOBILINK Software so that it is non-infringing. If neither of the foregoing options is available in Franchisor's judgment, Franchisor may terminate the license granted by this Agreement and require Franchisee to return the MOBILINK Software without compensation. Franchisor has no obligation with respect to any claim based on a version of the MOBILINK Software that is modified without Franchisor's authorization or is combined, operated or used with any product, data, or apparatus not specified or approved by Franchisor. **THIS SECTION 6.D. STATES THE ENTIRE OBLIGATION OF FRANCHISOR AND FRANCHISOR'S AFFILIATES TO FRANCHISEE WITH RESPECT TO ANY CLAIM OF INFRINGEMENT.**

E. **Franchisor's Right to Indemnification**. Franchisee must indemnify, hold harmless, and defend Franchisor, its affiliates, and their agents and employees, in accordance with this Section, against any loss arising from or in connection with, or resulting from, and will be limited to any claim that materials or content (including, any information, software, and data) furnished by Franchisee infringe or misappropriate any third party copyright or trademark rights.

F. **Tax and Accounting Disclaimer**. Franchisee agrees, acknowledges and understands that use of the MOBILINK Software is for the purposes of assisting Franchisee with maintenance of certain books, records and reports useful to Franchisee and which may be required pursuant to the Franchise Agreement between Franchisee and Franchisor. The MOBILINK Software is not intended, and Franchisor specifically disclaims any representation or warranty regarding use of the MOBILINK Software, to produce records or reports that comply with generally accepted accounting principles ("GAAP") or Internal Revenue Service ("IRS") policies and guidelines. It is Franchisee's sole responsibility to comply with any applicable requirements of law or otherwise relating to GAAP or IRS policies and requirements.

7. MISCELLANEOUS

A. **Remedies**. Franchisee acknowledges that any breach of the covenants set forth in Subsections 1.A.(b), (c), (d), (e) or (f) or Section 5 of this Agreement would cause irreparable damage to Franchisor that would be incapable of precise measurement and for which no adequate remedy would exist at law. Franchisee therefore agrees that injunctive relief shall be available for any such breach in addition to all other remedies that may be available.

B. **Notices**. All notices, requests, consents and other communications required or permitted by this Agreement shall be in writing and shall be delivered by hand, fax, overnight delivery service, or registered or certified first class mail, to then-current address of the recipient known by the sender, to the attention of the person then holding the title of the person signing this Agreement on behalf of the recipient. Any such notice, request, consent or other communication shall be deemed given and be effective upon receipt at such address.

C. **Entire Agreement; Amendments**. This Agreement constitutes the entire understanding between the parties relating to the subject matter hereof, superseding all prior agreements, arrangements and understandings between the parties relating to its subject matter. This Agreement may not be amended or changed in any way unless such changes are in writing signed by the parties hereto.

D. **Waiver**. No delay, omission or failure to exercise any right or remedy provided for herein will be deemed to be a waiver thereof or acquiescence in the event giving rise to such right or remedy. No waiver will be binding unless contained in a writing signed by the party waiving its rights. Any waiver is limited to the specific situation in which it is given and no waiver of any breach or default under this Agreement will be construed as a waiver of any earlier or succeeding breach or default.

E. **Governing Law**. This Agreement will be governed by and construed in accordance with the laws of the State of North Carolina applicable to agreements made and to be performed entirely within the State of North Carolina, without regard to North Carolina's conflicts of law principles.

F. **Mediation; Jurisdiction and Venue**. Sections 8.1 (Mediation) and 8.2 (Jurisdiction and Venue) of the Franchise Agreement are hereby incorporated into this Agreement and made a part by reference, and the parties agree that any controversy or dispute arising out of or related to this Agreement will be governed exclusively by these dispute resolution Sections.

G. **Assignment.** Franchisee may not assign or transfer this Agreement or any rights hereunder without Franchisor's prior written consent. Franchisor may assign or transfer this Agreement and all of Franchisor's rights, duties, and obligations hereunder to any person, group, or entity that Franchisor chooses. Upon an assignment, Franchisor will be released from all of duties and obligations and Franchisee will look to the assignee for the performance of these duties and obligations.

H. **Costs, Expenses and Attorneys' Fees**. If an action is commenced between the parties to enforce any provision of this Agreement, the prevailing party will be entitled to reasonable costs and expenses, including attorneys' fees.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date written above.

FRANCHISOR
101 MOBILITY FRANCHISE SYSTEMS, LLC
a North Carolina limited liability company

By:______________________________
Name: ____________________________
Title: ____________________________

FRANCHISEE
____
a/an ____________________________

By: ______________________________
Name: ____________________________
Title: ____________________________

GUARANTORS

____
________________________, Individually
Date: ____________________________

____
________________________, Individually
Date: ____________________________

ATTACHMENT C
TO 101 MOBILITY® FRANCHISE AGREEMENT

SBA ADDENDUM

THIS SBA ADDENDUM ("**Addendum**") is made and entered into on ____________, 20____ ("**Effective Date**"), by 101 Mobility Franchise Systems, LLC, located at 5221 Oleander Dr, Wilmington NC 28403 ("**Franchisor**"), and __________________________, located at ________________________________ ("**Franchisee**").

BACKGROUND

A. Franchisor and Franchisee entered into a Franchise Agreement on _____________, 20__, ("**Franchise Agreement**"). The Franchisee agreed among other things to operate and maintain a 101 MOBILITY franchised business within the Territory designated by Franchisor in Attachment A of the Franchise Agreement as ____________, Unit_________.

B. Franchisee has obtained from a lender a loan ("**Loan**") in which funding is provided with the assistance of the United States Small Business Administration ("**SBA**"). The SBA requires the execution of this Addendum as a condition for obtaining the SBA assisted financing.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises below, and for good and valuable considerations in hand paid by each of the parties to the others, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

1. Franchise Agreement is in full force and effect, and Franchisor has sent no official notice of default to Franchisee under the Franchise Agreement that remains uncured on the date hereof.

2. Notwithstanding anything to the contrary in Section 4.12 of the Franchise Agreement, the franchisee shall have the discretion to set pricing for its products and services provided that, subject to applicable antitrust laws, such pricing: (1) is at or below any maximum price cap programs established by the franchisor for its franchise system; or (2) is at or above any minimum price threshold programs established by the franchisor for its franchise system; or (3) conforms to any bona fide promotional programs or national or regional accounts programs established from time to time by the franchisor for its franchise system.

3. Franchisor will not unreasonably withhold, delay or condition its consent to any proposed transfer or assignment by Franchisee which requires Franchisor's consent under Sections 5.28(b) and 5.28(d) of the Franchise Agreement.

4. If the franchisor must operate the business under Section 5.28(f) of the Franchise Agreement, Franchisor will operate the business for a 90 day renewable term, renewable as necessary for up to one year and the Franchisor will periodically discuss the status with the franchisee or its heirs.

5. Section 5.28(g) of the Franchise Agreement provides that the Franchisor (or any third party assignee of the Franchisor) may elect pursuant to its right of first refusal to exercise said option when the Franchisee decides to sell partial interest(s) in the business. This section is hereby amended to reflect that the Franchisor (or any third party assignee of the Franchisor) will not exercise the option for any partial sale of the Franchisee's business. The Franchisor (third party assignee of the Franchisor) may not become a partial owner of any SBA financed franchises.

6. Under Section 5.29 of the Franchise Agreement any SBA financed franchise will be granted a lien on the business assets of the Franchisee as required in its loan authorization.

7. Notwithstanding anything to the contrary in Section 5.33 of the Franchise Agreement, the franchisor may designate one or more vendors for the call center services, provided, however, that the

franchisee has the right to select its own vendor to use in place of any vendor selected by the franchisor, so long as the franchisor determines whether the franchisee's vendor meets its standards. The franchisor's approval in this matter will not be unreasonably withheld.

8. This Addendum automatically terminates on the earliest to occur of the following: (i) a Termination occurs under the Franchise Agreement; (ii) the Loan is paid; or (iii) SBA no longer has any interest in the Loan.

IN WITNESS WHEREOF, the parties hereto have duly signed and executed this Addendum as of the Effective Date first above written.

FRANCHISOR	**FRANCHISEE**
101 MOBILITY FRANCHISE SYSTEMS LLC	______________________________
a North Carolina limited liability company	a/an ______________________________
By:______________________________	By: ______________________________
Name: ______________________________	Name: ______________________________
Title: ______________________________	Title: ______________________________
Date: ______________________________	Date: ______________________________

ATTACHMENT D
TO 101 MOBILITY® FRANCHISE AGREEMENT

RENEWAL ADDENDUM

THIS RENEWAL ADDENDUM ("**Addendum**") is made effective as of ____________, 20____ ("**Effective Date**"), by 101 Mobility Franchise Systems, LLC, ("**Franchisor**"), __________________________________, ("**Franchisee**"), __________________________________ and _______________________ ("**Guarantors**").

BACKGROUND

A. On or about ___________________, 20___ Franchisor and Franchisee entered into a franchise agreement on ("**Franchise Agreement**") pursuant to which Franchisee established and operated a 101 MOBILITY franchised business within the Territory designated by Franchisor in Attachment A of the Franchise Agreement as Unit_________ (the "**Franchised Business**").

B. Guarantors personally guaranteed Franchisees obligations under the Franchise Agreement pursuant to a Payment and Performance Guarantee. ("**Guarantee**")

C. Now, however, as of ______________, 20____ the Franchise Agreement is expiring and Franchisee has notified Franchisor that it is electing to exercise its first renewal term.

D. Franchisor has determined that, on Franchisee's execution of this Addendum, Franchisee will have met the conditions for renewal.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises below, and for good and valuable considerations in hand paid by each of the parties to the others, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

1. Renewal Term:

- ☐ Franchisees renewing for one five-year renewal term, with one five-year renewal remaining thereafter:
  a. Initial Term. In Section 2.1 of the Franchise Agreement, the term "ten years" is deleted and replaced with the term "five years."
  b. Renewal Terms. In Section 2.2 of the Franchise Agreement, the term "two successive terms of five years each" is deleted and replaced with the term "one successive term of five years."
- ☐ Franchisees renewing for one ten-year renewal term, with no renewal terms remaining thereafter:
  a. Initial Term. In Section 2.1 of the Franchise Agreement, the term "ten years" remains.
  b. Renewal Terms. Section 2.2 of the Franchise Agreement is deleted in its entirety.

2. Attachment A; Annual Performance Requirement. Section 7 of Attachment A is deleted and replaced with the following:

"You must achieve $500,000 in annual Gross Sales from Inside Territory Sales during each contract year through the Term of this Agreement."

3. Attachment A; Franchise Fee. Section 9 of Attachment A is deleted and replaced with the following:

> "As this Agreement is being entered into for a Renewal Term, the Franchise Fee is not applicable and instead, a Renewal Fee of $______________ is due and payable by Franchisee to Franchisor on the execution of this Agreement."

4. Attachment A; Minimum Royalty Payment. Section 11 of Attachment A is deleted and replaced with the following:

> "For each operating quarter in the Term: $5,400 per quarter"

5. Release of Franchisor. Franchisee and Guarantors, on behalf of themselves, their heirs, successors, and assigns, and all other persons or entities acting on their behalf or claiming under any of them (collectively, "**Franchisee Releasors**") freely and without any influence, fully and forever release, discharge, and covenant not to sue Franchisor, its parents, and its affiliates and Franchisor's and each of their respective past and present officers, directors, shareholders, owners, agents, representatives, attorneys, servants, and employees, in their corporate and individual capacities (collectively, "**Franchisor Releasees**"), with respect to any and all claims, demands, liabilities, obligations, damages, debts, covenants, promises, agreements, costs, expenses, attorneys' fees, and causes of action of whatever kind or nature, whether known or unknown, direct or indirect, vested or contingent, suspected or unsuspected (collectively, "**Claims**"), that any of the Franchisee Releasors now own or hold or may at any time have owned or held from the beginning of time through the Effective Date, including, without limitation, Claims arising under federal, state, and local laws, rules, and ordinances and Claims arising out of, or related in any way to, the Franchise Agreement, the Guarantee, the Franchised Business, or any other agreement between any Franchisee Releasors and any Franchisor Releasees, the establishment and operation or proposed establishment of any 101 MOBILITY franchised business (including the Franchised Business), the offer and/or sale of a franchise to any Franchisee Releasors, the operation of any business using the 101 MOBILITY system by any Franchisee Releasors, and/or performance by any Franchisor Releasees of any obligations under any agreement with any Franchisee Releasors (together "**Released Events**"). Franchisee and Guarantors (on behalf of the Franchisee Releasors) agree that fair consideration has been given for this release and fully understands that this is a negotiated, complete, full, and final release of all of Franchisee Releasors' Claims. FRANCHISEE AND GUARANTORS, ON BEHALF OF THEMSELVES AND THE FRANCHISEE RELEASORS, WAIVE ANY RIGHTS AND BENEFITS CONFERRED BY ANY APPLICABLE PROVISION OF LAW EXISTING UNDER ANY FEDERAL, STATE, OR POLITICAL SUBDIVISION THEREOF WHICH WOULD INVALIDATE ALL OR ANY PORTION OF THE RELEASE CONTAINED IN THIS AGREEMENT BECAUSE SUCH RELEASE MAY EXTEND TO CLAIMS THAT THE FRANCHISEE AND/OR GUARANTORS DO NOT KNOW OR SUSPECT TO EXIST IN THEIR FAVOR AT THE TIME OF EXECUTION OF THIS AGREEMENT.

a. Waiver of California Civil Code, Section 1542. The foregoing release extends to all claims whether or not suspected and constitute a waiver of each and all of the provisions of California Civil Code, Section 1542 (to the extent it would be applicable), which reads as follows: **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**

6. Miscellaneous. Capitalized terms will have the meanings ascribed to them in the Franchise Agreement. All other provisions of the Franchise Agreement remain in full force and effect. If any discrepancy or conflict arises between the provisions of this Addendum and the provisions of the Franchise Agreement, the provisions of this Addendum will control.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the parties hereto have duly signed and executed this Addendum as of the Effective Date first above written.

FRANCHISOR	**FRANCHISEE**
101 MOBILITY FRANCHISE SYSTEMS LLC	______________________________
a North Carolina limited liability company	a/an ____________________________
By:______________________________	By: ______________________________
Name: ___________________________	Name: ___________________________
Title: ____________________________	Title: ____________________________
Date: ____________________________	Date: ____________________________
	GUARANTORS
	______________________________
	Name: ___________________________
	Date: ____________________________
	______________________________
	Name: ___________________________
	Date: ____________________________

ATTACHMENT E
TO 101 MOBILITY® FRANCHISE AGREEMENT

TRANSFER ADDENDUM

THIS TRANSFER ADDENDUM ("**Addendum**") is made effective as of ____________, 20____ ("**Effective Date**"), by 101 Mobility Franchise Systems, LLC, ("**Franchisor**"), __________________________________, and ("**Franchisee**"), __________________________________.

BACKGROUND

A. Simultaneously with the execution of this Addendum, Franchisor and Franchisee entering into a franchise agreement dated as of this same date of _______________, 20___ (the "**Franchise Agreement**") pursuant to which Franchisee will operate an existing 101 MOBILITY franchised business within the Territory designated by Franchisor in Attachment A of the Franchise Agreement as Unit_________ (the "**Franchised Business**").

B. Franchisee is purchasing or has purchased all or substantially all of the assets of a continuously operating 101 MOBILITY Franchised Business (the "**Transfer**") from an existing 101 MOBILITY franchisee ("**Prior Franchisee**").

C. Franchisor has partially conditioned its consent to the Transfer on Franchisee's execution of this Addendum.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises below, and for good and valuable considerations in hand paid by each of the parties to the others, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

1. Attachment A; Annual Performance Requirement. Section 7 of Attachment A is deleted and replaced with the following:

"Annual Performance Requirement (Section 1.6(a)):

Beginning 90 days after the Effective Date, you must achieve $300,000 in annual Gross Sales from Inside Territory Sales during each of the third, fourth, and fifth full years of Franchised Business operations. Thereafter, you must achieve $500,000 in annual Gross Sales from Inside Territory Sales during your sixth full year of Franchised Business operation and each subsequent year through the Term of this Agreement. The number of full years the Franchised Business was in operation prior to the Transfer applies towards the number of operating years used to calculate the applicable Annual Performance Requirement.

The applicable Annual Performance Requirement post-Transfer depends on how many full operating years the Franchised Business was open for business as of the Effective Date. The operating year in which the Effective Date falls is the operating year which will re-start for purposes of calculating the Annual Performance Requirement.

For example, if the Franchised Business was open and operating for three full years and was in the midst of its fourth full operating year as of the Effective Date, your first operating year which, for purposes of this Section 1.6(a) begins 90 days after the Effective Date, is the fourth full operating year of the Franchised Business for the purpose of calculating the Annual Performance Requirement where you must achieve $300,000 in annual Gross Sales from Inside Territory Sales."

2. Attachment A; Franchise Fee. Section 8 of Attachment A is supplemented with the following:

"Franchise Fee (Section 3.1): ☒ Transfer Fee applies"

3. Attachment A; Minimum Royalty Payment. Section 10 of Attachment A is deleted and replaced with the following:

"Minimum Royalty Payment ("Section 3.2(b)):

☐ The Effective Date falls within the Prior Franchisee's first and second operating quarter, therefore the Minimum Royalty Payment in Attachment A remains unaltered.

☐ The Effective Date falls within the Prior Franchisee's third or fourth full operating quarter, therefore the Minimum Royalty Payment in Attachment A is amended as follows:

Second full and third operating quarters: $2,100 per quarter
Fourth through seventh full operating quarters: $3,600 per quarter
Eighth and all subsequent operating quarters in Term: $5,400 per quarter

☐ The Effective Date falls within the Prior Franchisee's fifth through eighth full operating quarters, therefore the Minimum Royalty Payment in Attachment A is amended as follows:

Second full through fifth operating quarters: $3,600per quarter
Sixth and all subsequent operating quarters in Term: $5,400 per quarter

☐ The Effective Date falls within the Prior Franchisee's Ninth or subsequent operating quarters, therefore the Minimum Royalty Payment in Attachment A is amended as follows:

Second and all subsequent operating quarters in Term: $5,400 per quarter"

4. Miscellaneous. Capitalized terms will have the meanings ascribed to them in the Franchise Agreement. All other provisions of the Franchise Agreement remain in full force and effect. If any discrepancy or conflict arises between the provisions of this Addendum and the provisions of the Franchise Agreement, the provisions of this Addendum will control.

IN WITNESS WHEREOF, the parties hereto have duly signed and executed this Addendum as of the Effective Date first above written.

FRANCHISOR	**FRANCHISEE**
101 MOBILITY FRANCHISE SYSTEMS LLC	______________________________
a North Carolina limited liability company	a/an ___________________________
By:___________________________	By: ___________________________
Name: _________________________	Name: _________________________
Title: __________________________	Title: __________________________
Date: __________________________	Date: __________________________

ATTACHMENT F
TO 101 MOBILITY® FRANCHISE AGREEMENT

WAIVER OF LIABILITY, RELEASE, AND INDEMNIFICATION FOR TRAINING PROGRAMS

(FOR FRANCHISEE OWNER TRAINEE)

I am an/the owner of ______________________________ ("**Franchisee**"). Franchisee has signed a franchise agreement with 101 Mobility Franchise Systems, LLC. In consideration for the training to be provided to me by 101 Mobility Franchise Systems, LLC ("**Franchisor**"), I agree, both for myself, individually and as guarantor of Franchisee, and on behalf of Franchisee (collectively, "**We**") to the terms and conditions of this Waiver of Liability, Release, and Indemnification.

We understand that:

- Franchisor has invited, and may in the future once again invite, me onto the training premises (defined as Franchisor's headquarters or offices, and/or any other training location or facility Franchisor designates) solely by virtue of Franchisee's franchise relationship with Franchisor and solely for training purposes;
- Training may involve a variety of risks, which we are fully aware of and voluntarily agree to assume, including the risk of property damage, emotional injury, and bodily injury, including major or minor injury, permanent disability, paralysis, and possibly death; and
- Franchisor assumes no liability to me or Franchisee for any harm or claims of harm incurred or alleged to have been incurred while in training and/or on the training premises.

We agree, jointly and severally, to fully indemnify and hold Franchisor, its affiliates, and each of their respective owners, officers, directors, agents, representatives, employees, and insurers ("**Franchisor Parties**") harmless, to the fullest extent permitted by law, and to waive any and all liability of, release, and discharge, all and each of the Franchisor Parties, from and for any and all injuries, claims, damages, liability, loss, costs and expenses, arising out of or in any way related to any incident which occurs in the course of training or at any designated training facility(s), whether or not owned or controlled by Franchisor, even if caused in whole or in part by the negligence of any of the Franchisor Parties, including any Franchisor employee. The indemnification, release, discharge and waiver applies, without limitation, to personal injury/death, property damage, and employment-related claims.

I acknowledge and agree that I am solely responsible for covering the cost of any treatment for injuries or other losses or damages that I may sustain while in training or on the training premises. Neither I nor Franchisee will attempt to hold any of the Franchisor Parties liable or financially responsible for any such losses or damages.

Franchisee has and will maintain minimum insurance coverage as required by the franchise agreement and/or Franchisor, including worker's compensation and employees' liability. At Franchisor's request, Franchisee agrees to provide a certificate of insurance completed by Franchisee's insurance carrier, certifying that the required minimum insurance coverage is in effect.

By signing below I give my consent to Franchisor to arrange for medical treatment for any illness or injury that I might suffer while participating in the training or while on the training premises and agree that I will be responsible for the payment of any and all medical services provided.

This Waiver of Liability and Release will be governed by the laws of the State of North Carolina, without regard to its conflict of law principles. We agree and submit to the personal jurisdiction of the state or federal courts located in, or otherwise servicing, the county in which 101 Mobility Franchise Systems, LLC maintains its principal place of business and agree that such courts will hold the sole and exclusive jurisdiction over any and all disputes related to this Waiver of Liability and Release. If there is any conflict between the terms of this Agreement and the franchise agreement described in the first paragraph above, the parties agree that Franchisor will have sole discretion to determine which of the two agreements control the conflicting term(s). **WE IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY ANY OF US FOR ANY CLAIM RELATED TO THIS AGREEMENT.** The prevailing party to any action relating to this Agreement will be entitled to recover all reasonable related costs, expenses, and attorneys' fees.

We have read and fully understand this Waiver of Liability, Release, and Indemnification For Training Programs, we understand its terms and conditions, and freely and voluntarily agree to the foregoing.

FRANCHISEE:

By: ________________________________
Print Name: ____________________________
Title: _________________________________
Date: _________________________________

OWNERS/GUARANTORS and TRAINEES:

____
Print Name: ________________, Individually
Date: _________________________________

____
Print Name: ________________, Individually
Date: _________________________________

ATTACHMENT G
TO 101 MOBILITY® FRANCHISE AGREEMENT

RELEASE AMENDMENT
TO SUBSEQUENT FRANCHISE AGREEMENTS

This Release Amendment to Subsequent Franchise Agreements ("**Amendment**") is entered into and made effective as of this ___ day of ______________, 20___ (the "**Effective Date**") by and between 101 Mobility Franchise Systems, LLC, a North Carolina limited liability company ("**Franchisor**"), ____________________________, a/an _________________ ("**Franchisee**"), and ______________ and ______________, each an adult individual residing in _____________ ("**Guarantors**").

BACKGROUND

A. Effective as of _____________________, Franchisor and Franchisee entered into _____ franchise agreements (as amended and together with all attachments the "**Prior Franchise Agreements**") pursuant to which Franchisee undertook the obligation to establish and operate a 101 MOBILITY® Franchised Business in each of the Areas of Primary Responsibility ("**Territories**") defined in Attachment A of each respective Franchise Agreement as ______________ and ________________ ("**Unit ____, and Unit ___ Franchised Businesses**").

B. Guarantors have personally guaranteed Franchisee's obligations under the Prior Franchise Agreements pursuant to a Payment and Performance Guarantee executed in connection with each of the foregoing (collectively, the "**Guarantees**").

C. Franchisee has now requested that Franchisor grant to Franchisee additional franchise rights under an additional franchise agreement for the Territory known as Unit _________________ (the "**Franchise Agreement**"). While Franchisor has no legal obligation to grant such additional franchise rights to Franchisee, Franchisor has agreed to grant such rights in exchange for Franchisee's agreement to the releases and covenants set forth in this Amendment to the Franchise Agreements.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual premises contained in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Release of Franchisor. In consideration of Franchisor's agreement to grant to Franchisee such additional franchise rights as requested pursuant to the Franchise Agreement, as well as other good and valuable consideration, Franchisee and Guarantors (each of the foregoing on behalf of themselves and their respective heirs, executors, insurers, representatives, attorneys, successors, and assigns) and any individual or entity claiming by, through, or under any of the foregoing (collectively, the "**Releasing Parties**"), freely and without influence hereby fully release, acquit, and forever discharge Franchisor, its parents, and affiliates, and the Franchisor's and each of the foregoing's respective present and former officers, directors, owners, members, managers, stockholders, partners, employees, agents, attorneys, servants, representatives, predecessors, successors, and assigns, in their individual and corporate capacities ("**Released Parties**"), of and from any and all losses, damages, obligations, claims, demands, debts, accounts, covenants, promises, agreements (whether written or oral), liabilities, costs, attorneys' fees, actions, and causes of action whatsoever, whether known or unknown, direct or indirect, vested or contingent (collectively, "**Claims**") which Franchisee and/or Guarantors have, had, or claim to have, against the Released Parties, or any of them, from the beginning of time through the Effective Date of this Amendment, including but in no way limited to, any and all claims arising out of or in any way related to the Prior Franchise Agreements, the Franchise Agreement (as any of them may have been amended and together with all attachments), the Guarantees, any other agreements between Franchisee and/or Guarantors and any of the Released Parties, the establishment or operation or proposed establishment or operation of

any 101 MOBILITY Franchised Business, including the Unit ___ and Unit ___ Franchised Businesses, and/or the offer and sale of the 101 MOBILITY franchise opportunity.

a. For Washington Franchisees Only. This Amendment does not apply with respect to claims arising under the Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunder.

2. Covenant Not to Sue. Franchisee and Guarantors jointly and severally, hereby covenant and agree, on behalf of each of the Releasing Parties, that none of the Releasing Parties will commence, maintain, participate in, or prosecute any suit or legal proceeding against Released Parties, or any of them, for Claims that any of the Releasing Parties now own or hold or may at any time have owned or held from the beginning of time through the Effective Date.

3. Advice of Counsel. By affixing their signatures to this Amendment, Franchisee and Guarantors, on behalf of themselves and the Franchisee Releasors, acknowledge that they have each: (i) carefully read and fully understand the provisions of this Amendment, including, specifically, the release of claims set forth in Section 1 of this Amendment, and that their release of such claims is knowing and voluntary; (ii) had a reasonable opportunity to consult with an attorney prior to executing this Amendment, and (iii) have executed this Amendment voluntarily.

4. Miscellaneous. All other provisions of the Franchise Agreement remain in full force and effect. If any discrepancy or conflict arises between the provisions of this Amendment and the provisions of the Franchise Agreement, the provisions of this Amendment will control. Any capitalized terms not defined herein will have the meanings ascribed to them in the Franchise Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment to be effective as of the Effective Date first written above.

FRANCHISOR **101 MOBILITY FRANCHISE SYSTEMS, LLC** a North Carolina limited liability company	**FRANCHISEE** ______________________________ a/an ______________________________
By: ______________________________ Name: ______________________________ Title: ______________________________	By: ______________________________ Name: ______________________________ Title: ______________________________
Date:______________________________	Date: ______________________________
	GUARANTORS
	______________________________ Name: ______________, Individually
	Date: ______________________________
	______________________________ Name: ______________, Individually
	Date: ______________________________

EXHIBIT B

STATE SPECIFIC ADDENDA TO DISCLOSURE DOCUMENT

101 MOBILITY FRANCHISE SYSTEMS, LLC

STATE SPECIFIC ADDENDA TO DISCLOSURE DOCUMENT

FOR THE STATE OF CALIFORNIA

1. SECTION 31125 OF THE CALIFORNIA CORPORATIONS CODE REQUIRES US TO GIVE YOU A DISCLOSURE DOCUMENT, IN A FORM CONTAINING THE INFORMATION THAT THE COMMISSIONER MAY BY RULE OR ORDER REQUIRE, BEFORE A SOLICITATION OF A PROPOSED MATERIAL MODIFICATION OF AN EXISTING FRANCHISE.

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

   SEE THE COVER PAGE OF THE DISCLOSURE DOCUMENT FOR OUR URL ADDRESS. OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENTS OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION AT HTTPS://DFPI.CA.GOV.

2. <u>Item 3, Additional Disclosure</u>. The following statement is added to Item 3:

   Neither we nor any person listed in Item 2 is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a *et seq*., suspending or expelling such parties from membership in such association or exchange.

3. <u>Item 17, Additional Disclosures</u>. The following statements are added to Item 17:

   California Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee 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.

   The Franchise Agreement provides for termination upon bankruptcy. These provisions may not be enforceable under federal bankruptcy law (11 U.S.C.A. § 101, *et seq.)*.

   The Franchise Agreement provides for application of the laws of North Carolina. This provision may not be enforceable under California law.

   The Franchise Agreement provides for pre-litigation mediation for certain disputes. The pre-litigation mediation will occur in Wilmington, North Carolina.

   The Franchise Agreement contains a covenant not to compete which extends beyond the termination of the franchise. These provisions may not be enforceable under California law.

   The Franchise Agreement contains liquidated damages clauses. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

   You must sign a general release when you execute the Franchise Agreement and if you transfer your franchise or execute a successor Franchise Agreement. These provisions may not be enforceable under California law. California Corporations Code Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Sections 31000 through 31516). Business and Professions Code Section 21000 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 through 20043).

The financial performance representation does not reflect the costs of sales, operating expenses, or other costs or expenses that must be deducted from the gross revenue or gross sales figures to obtain your net income or profit. You should conduct an independent investigation of the costs and expenses you will incur in operating your 101 MOBILITY Franchised Business. Franchisees or former franchisees, listed in the Franchise Disclosure Document, may be one source of this information.

The maximum annual interest rate allowed in California is 10%.

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

4. The Department has determined that we, the franchisor, have not demonstrated we are adequately capitalized and/or that we must rely on franchise fees to fund our operations. The Commissioner has imposed a requirement for us to maintain a surety bond under California Corporations Code section 31113 and 10 C.C.R. section 310.113.5, which must remain in effect during our registration period. The surety bond is in the amount of $229,000 with The Hanover Insurance Company and is available for you to recover your damages in the event we do not fulfill our obligations to you to open your franchised business. We will provide you with a copy of the surety bond upon request.

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

FOR THE STATE OF HAWAII

1. **THESE FRANCHISES WILL BE/HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS OR A FINDING BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.**

   THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, OR SUBFRANCHISOR, AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE, OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, OR SUBFRANCHISOR, WHICHEVER OCCURS FIRST, A COPY OF THE DISCLOSURE DOCUMENT AND THIS ADDENDUM, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

   THIS ADDENDUM AND THE DISCLOSURE DOCUMENT CONTAIN A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

   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.

FOR THE STATE OF ILLINOIS

1. Item 17 of the Disclosure Document is supplemented by the following:

   The Illinois Franchise Disclosure Act provides that any provision in the Franchise Agreement that designates jurisdiction or venue in a forum outside of Illinois is void with respect to any action which is otherwise enforceable in Illinois.

   The Illinois Franchise Disclosure Act requires that Illinois law apply to any claim arising under the Illinois Franchise Disclosure Act.

   The conditions under which your Franchise Agreement can be terminated and your rights upon nonrenewal may be affected by Sections 19 and 20 of the Illinois Franchise Disclosure Act.

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

Each provision of these Additional Disclosures shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Illinois Franchise Disclosure Act are met independently without reference to these Additional Disclosures. The Additional Disclosures shall have no force or effect if such jurisdictional requirements are not met.

FOR THE STATE OF INDIANA

1. Item 17, Additional Disclosures. The following statements are added to Item 17:

   The Indiana Deceptive Franchise Practices Law (Indiana Code 23-2-2.7 et seq.) in general governs the relationship between the franchisor and the franchisee by forbidding certain provisions in the Franchise Agreement and related documents and by preventing the franchisor from engaging in certain acts and practices which could be considered coercive or oppressive to the master licensee. If any of the provisions of the Franchise Agreement conflict with this law, this law will control.

   Any provisions requiring you to sign a general release of claims against us, including upon execution of the Franchise Agreement or a successor Franchise Agreement or transfer, does not release any claim you may have under the Indiana Deceptive Franchise Practices Law.

   The Franchise Agreement provides that suit must be brought in North Carolina. These provisions may not be enforceable under Indiana law.

   Indiana franchise laws will govern the Franchise Agreement and any and all other related documents.

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

Each provision of these Additional Disclosures shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Indiana Deceptive Franchise Practices Law are met independently without reference to these Additional Disclosures. The Additional Disclosures shall have no force or effect if such jurisdictional requirements are not met.

FOR THE STATE OF MARYLAND

1. Item 5, Additional Disclosures. The following statements are added to Item 5:

   Based on our current financial condition, the Maryland Attorney General's Office requires that we post a surety bond to guarantee that we will fulfill our pre-opening obligations to you. The surety bond is on file with the Maryland Securities Division.

2. Item 11, Additional Disclosures. Within 90 days of the end of each fiscal year, you may request an accounting of advertising expenditures for the preceding fiscal year.

3. Item 17, Additional Disclosures. The following statements are added to Item 17:

   The Franchise Agreement provides for termination upon bankruptcy. These provisions may not be enforceable under federal bankruptcy law.

   Any provisions requiring you to sign a general release of claims against us, including upon execution of the Franchise Agreement or a successor Franchise Agreement, refund of initial fees, or transfer, does not release any claim you may have under the Maryland Franchise Registration and Disclosure Law.

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

A franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

In addition, 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.

FOR THE STATE OF MINNESOTA

1. Trademarks. The following statement is added to Item 13:

   Notwithstanding the foregoing, we will indemnify you against liability to a third party resulting from claims that your use of a Mark infringes trademark rights of a third party; provided, that we will not indemnify against the consequences of your use of the Marks unless the use is in accordance with the requirements of the Franchise Agreement and the System.

2. Choice of Forum and Law/Jury Trial. The following statement is added to Item 17:

   Minnesota Statute § 80C.21 and Minnesota Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial or requiring you to consent to liquidated damages, termination, penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or Franchise Agreement can abrogate or reduce (1) any of your rights as provided for in Minnesota Statutes, Chapter 80C, or (2) your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

3. General Release. The following statement is added to Item 17:

   Minnesota Rule 2860.4400D prohibits us from requiring you to assent to a release, assignment, novation, or waiver that would relieve any person from liability imposed by Minnesota Statute §§ 80C.01 – 80C.22.

4. Notice of Termination/Transfer. The following statement is added to Item 17:

With respect to franchises governed by Minnesota law, we will comply with Minnesota Statute § 80C.14, subdivisions 3, 4, and 5 which requires (except in certain specified cases) (1) that a franchisee be given 90 days notice of termination (with 60 days to cure) and 180 days notice for non-renewal of the Franchise Agreement and (2) that consent to the transfer of the franchise will not be unreasonably withheld.

5. Injunctive Relief. The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minnesota Rules 2860.4400J.

6. Surety Bond. The following statement is added to Item 21:

Based on our current financial condition, the Minnesota Department of Commerce requires that we post a surety bond to guarantee that we will fulfill our pre-opening obligations to you. The surety bond is on file with the Minnesota Department of Commerce.

NSF checks are governed by Minnesota Statute 604.113, which puts a cap of $30 on service charges.

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

The provision of this Additional Disclosure shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Minnesota franchise statutes are met independently without reference to these Additional Disclosures.

FOR THE STATE OF NEW YORK

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

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

2. The following is to be 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 the "Summary" sections of Item 17(c), titled "**Requirements for franchisee to renew or extend**," and Item 17(m), entitled "**Conditions for franchisor approval of transfer**":

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

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

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

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

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.

FOR THE STATE OF NORTH DAKOTA

1. The State of North Dakota has determined that the following types of provisions are deemed to be contrary to North Dakota law:

(a) A provision requiring a North Dakota franchisee to sign a general release upon renewal of the franchise agreement;

(b) A provision requiring a North Dakota franchisee to consent to termination penalties or liquidated damages;

(c) A provision requiring a North Dakota franchisee to consent to the jurisdiction of courts outside the state of North Dakota;

(d) A provision restricting the time in which a North Dakota franchisee may make a claim to less than the applicable North Dakota statute of limitations;

(e) A provision calling for the waiver by a North Dakota franchisee of the right to trial by jury;

(f) A provision requiring a North Dakota franchisee to consent to a waiver of exemplary and punitive damages.

2. North Dakota Century Code Section 9-08-06 subjects covenants not to compete to the provisions of that statute. The covenants not to compete contained within the Franchise Agreement are subject to Section 9-08-06 and may be unenforceable under North Dakota law.

3. The site of any mediation or arbitration of the parties' disputes shall be at a site mutually agreeable to all parties. If all parties cannot agree upon a location, the arbitration or mediation shall be Fargo, North Dakota.

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

FOR THE STATE OF RHODE ISLAND

1. Item 17, Additional Disclosure. The following statement is added to Item 17:

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

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

The provision of this Additional Disclosure shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Rhode Island Franchise Investment Law are met independently without reference to these Additional Disclosures.

FOR THE STATE OF VIRGINIA

1. The following is added to the Disclosure Document for Virginia residents:

Item 17.h., Additional Disclosures

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.

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

The provision of this Additional Disclosure shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Virginia Retail Franchising Act are met independently without reference to these Additional Disclosures.

FOR THE STATE OF WASHINGTON

1. Item 5, Additional Disclosure. The following statement is added to Item 5:

   In lieu of an impound of franchise fees, the Franchisor will not require or accept the payment of any initial franchise fees until the franchisee has (a) received all pre-opening and initial training obligations that it is entitled to under the franchise agreement or offering circular, and (b) is open for business.

2. Item 17, Additional Disclosure. The following statement is added to Item 17:

   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 in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

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

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

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

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

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving 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.

EXHIBIT C

GENERAL RELEASE

(SAMPLE FORM)

GENERAL RELEASE

(SAMPLE FORM)

THIS GENERAL RELEASE ("**Release**") is executed on ________________________________ by ____ ("**Franchisee**"), and _____________________ ____ ("**Guarantors**") as a condition of (1) the transfer of the 101 Mobility Franchise Agreement dated [month] [day], [year] between 101 Mobility Franchise Systems, LLC ("**101 Mobility**") and Franchisee ("**Franchise Agreement**"); (2) the execution of a renewal Franchise Agreement by Franchisee and 101 Mobility; (3) any other event under the Franchise Agreement or 101 Mobility's consent to a request by Franchisee.

1. **Release by Franchisee and Guarantors.** Franchisee (on behalf of itself and its parent, any subsidiaries, and affiliates and their respective past and present officers, directors, shareholders, managers, members, agents, and employees, in their corporate and individual capacities), and Guarantors (on behalf of themselves and their respective heirs, representatives, successors and assigns) (collectively, the "**Releasors**") freely and without any influence forever and fully release (i) 101 Mobility, (ii) 101 Mobility's past and present officers, directors, shareholders, managers, members, agents, and employees, in their corporate and individual capacities, and (iii) 101 Mobility's parent, subsidiaries, and affiliates and their respective past and present officers, directors, shareholders, managers, members, agents, and employees, in their corporate and individual capacities (collectively, the "**Released Parties**"), from any and all claims, debts, damages, costs, demands, liabilities, suits, judgments, and causes of action of whatever kind or nature, whether known or unknown, vested or contingent, suspected or unsuspected (collectively, "**Claims**"), which any Releasor ever owned or held, now owns or holds, or may in the future own or hold, including, without limitation, claims arising under federal, state, and local laws, rules, and ordinances, and claims arising out of, or relating to, the offer or sale of the 101 MOBILITY franchise opportunity, the Franchise Agreement, the relationship created thereunder, and all other agreements between any Releasor and 101 Mobility or 101 Mobility's parent, subsidiaries, or affiliates.

a. **For Washington Franchisees Only**. The release of Claims in Section 1 does not apply with respect to Claims arising under the Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunder.

2. **Risk of Changed Facts.** Franchisee and Guarantors understand that the facts in respect of which the release in Section 1 is given may turn out to be different from the facts now known or believed by them to be true. Franchisee and Guarantors hereby accept and assume the risk of the facts turning out to be different and agree that the release in Section 1 shall nevertheless be effective in all respects and not subject to termination or rescission by virtue of any such difference in facts.

3. **Covenant Not to Sue.** Franchisee and Guarantors (on behalf of Releasors) covenant not to initiate, prosecute, encourage, assist, or (except as required by law) participate in any civil, criminal, or administrative proceeding or investigation in any court, agency, or other forum, either affirmatively or by way of cross-claim, defense, or counterclaim, against any person or entity released under Section 1 with respect to any Claim released under Section 1.

4. **No Prior Assignment and Competency.** Franchisee and Guarantors represent and warrant that: (i) the Releasors are the sole owners of all Claims and rights released in Section 1 and that the Releasors have not assigned or transferred, or purported to assign or transfer, to any person or entity, any Claim released under Section 1; (ii) each Releasor has full and complete power and authority to execute this Release, and that the execution of this Release shall not violate the terms of any contract or agreement between them or any court order; and (iii) this Release has been voluntarily and knowingly executed after each of them has had the opportunity to consult with counsel of their own choice.

5. **Complete Defense.** Franchisee and Guarantors: (i) acknowledge that the release in Section 1 shall be a complete defense to any Claim released under Section 1; and (ii) consent to the entry of a temporary or permanent injunction to prevent or end the assertion of any such Claim.

6. **Successors and Assigns.** This Release will inure to the benefit of and bind the successors, assigns, heirs, and personal representatives of the Released Parties and each Releasor.

7. **Counterparts.** This Release may be executed in two or more counterparts (including by facsimile), each of which shall be deemed an original, and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, Franchisee and Guarantors have executed this Release as of the date shown above.

[This General Release will be modified as necessary for consistency with any state law regulating franchising.]

ATTEST:	**FRANCHISEE:**
By: ______________________________	By: ____________________________________
Print Name: _______________________	Print Name:_______________________________
	Title____________________________________
	Date:___________________________________
WITNESS:	**GUARANTORS:**
__________________________________	____
Print Name: _______________________	Print Name:_______________________________
	Date: ___________________________________
WITNESS:	
__________________________________	____
Print Name: _______________________	Print Name:_______________________________
	Date: ___________________________________

EXHIBIT D

NONDISCLOSURE AND NONCOMPETE AGREEMENT

NONDISCLOSURE AND NONCOMPETE AGREEMENT

This Nondisclosure and Noncompete Agreement is dated __________________________. The parties are ____(referred to as **"we"**, **"us"**, and **"our"**), located at ____, and ____ (referred to as **"you"** and **"your"**). You are signing this Agreement in consideration of, and as a condition to, your association with us and the compensation, dividends, or other payments and benefits you will receive from us.

BACKGROUND

We are a franchisee of 101 Mobility Franchise Systems, LLC **("101 Mobility"**) under a 101 Mobility Franchise Agreement dated ______________________________ (the **"Franchise Agreement"**). We have a license to use certain trademarks designated by 101 Mobility (the **"Marks"**), certain policies and procedures used in 101 Mobility businesses (the **"System"**), and the Confidential Information developed and owned by 101 Mobility in our 101 Mobility business (the **"Business"**) within a certain geographically defined area (the "**Territory**"). 101 Mobility recognizes that, in order for us to effectively operate our business, our employees must have access to certain proprietary information and trade secrets owned by 101 Mobility. Disclosure of this proprietary information and trade secrets to unauthorized persons, or its use for any purpose other than the operation of our business, would harm 101 Mobility, other franchise owners, and us. Accordingly, 101 Mobility requires us to have you to sign this Franchise Agreement.

AGREEMENT

1. Confidential Information. As used in this Agreement, **"Confidential Information"** means all manuals, trade secrets, know-how, methods, training materials, information, management procedures, and marketing and pricing techniques relating to the Business, the 101 Mobility System, or 101 Mobility's business. In addition, Confidential Information includes all marketing plans, advertising plans, business plans, financial information, member information, employee information, and other proprietary information of 101 Mobility, 101 Mobility's affiliates, or us (collectively, the **"Interested Parties"**) that you obtain or we may disclose in confidence to you either orally, in writing, or electronically, during your association with us. For purposes of this Agreement, Confidential Information, other than trade secrets, shall not remain protectable three years after the Agreement has been terminated or has expired.

2. Nondisclosure. You agree not to use or disclose, or permit anyone else to use or disclose, any Confidential Information to anyone outside of our organization (other than the Interested Parties) and not to use any Confidential Information for any purpose except to carry out your duties as our employee. You also agree not to claim any ownership in or rights to Confidential Information and not to challenge or contest our, 101 Mobility's, or 101 Mobility's affiliates' ownership of it. These obligations apply both during and after your association with us.

3. Return of Confidential Information. If your association with us ends for any reason, you must return to us all records described in Section 1, all other Confidential Information, and any authorized or unauthorized copies of Confidential Information that you may have in your possession or control. You may not retain any Confidential Information after your association with us ends.

4. Noncompete During Association. You may not, during your association with us, directly or indirectly, by yourself or on behalf of, with, or through any person or entity, and without our prior written consent:

(a) own, manage, engage in, be employed by, advise, make loans to, or have any other interest in any business that operates or licenses others to operate any business that offers products or services relating to the sale, rent, installation or servicing of mobility-related or accessibility-related equipment at any location in the United States or by any means, including, without limitation, sales via the Internet or catalogs (**"Competitive Business"**);

(b) divert or attempt to divert any business or customer or potential business or customer of the Business to any Competitive Business, by direct or indirect inducement or otherwise;

(c) perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks and the System;

(d) use any vendor relationship established through your association with us for any purpose other than to purchase products for use or retail sale in the Business; or

(e) directly or indirectly solicit for employment any person who at any time within the immediate past 12 months has been employed by **(i)** us, **(ii)** 101 Mobility, **(iii)** our or 101 Mobility's affiliates, or **(iv)** any 101 Mobility franchisee.

5. Noncompete After Association Ends. For two years after your association with us ends for any reason, you may not, directly or indirectly, by yourself or on behalf of, with, or through any person or entity, and without our prior written consent:

(a) own, manage, engage in any managerial capacity, be employed in any managerial capacity by, advise, make loans to, or have any other interest in any Competitive Business that operates, is located, or offers or provides products or services within our Territory, a 25-mile radius surrounding your Territory, or within any Territory then-assigned to a 101 MOBILITY business;

(b) solicit any individual or company that has been a customer of our Business within two years prior to the date you left our business, for the purpose of inducing that person or company to become a customer of any Competitive Business; or

(c) solicit for employment any person who at any time within the immediate past 12 months has been employed by **(i)** us, **(ii)** 101 Mobility, **(iii)** our or 101 Mobility's affiliates, or **(iv)** any 101 Mobility franchisees.

6. Remedies. If you breach or threaten to breach this Agreement, you agree that we will be entitled to injunctive relief (without posting bond) as well as a suit for damages.

7. Severability. If any part of this Agreement is declared invalid for any reason, the invalidity will not affect the remaining provisions of this Agreement. If a court finds any provision of this Agreement to be unreasonable or unenforceable as written, you agree that the court can modify the provision to make it enforceable and that you will abide by the provision as modified.

8. Independent Agreement. This Agreement is independent of any other obligations between you and us. This means that it is enforceable even if you claim that we breached any other agreement, understanding, commitment, or promise.

9. Third Party Right of Enforcement. You are signing this Agreement not only for our benefit, but also for the benefit of 101 Mobility and 101 Mobility's affiliates. We, 101 Mobility, and our or 101 Mobility's affiliates have the right to enforce this Agreement directly against you.

10. Not An Employment Agreement. This is not an employment agreement. Nothing in this Agreement creates or should be taken as evidence of an agreement or understanding by us, express or implied, to continue your association with us for any specified period.

11. Modification and Waiver. Your obligations under this Agreement cannot be waived or modified except in writing.

12. Governing Law. This Agreement is governed by the laws of the State of North Carolina.

13. **<u>Attorney's Fees</u>.** If we have to take legal action to enforce this Agreement, we will be entitled to recover from you all of our costs, including reasonable attorney's fees, to the extent that we prevail on the merits.

14. **<u>Representation</u>.** You certify that you have read and fully understood this Agreement, and that you entered into it willingly.

______________________________	______________________________
WITNESS	EMPLOYEE
______________________________	______________________________
WITNESS	EMPLOYER

EXHIBIT E

PROMISSORY NOTE

PROMISSORY NOTE

$____________.00 Wilmington, North Carolina As of _____________, 20__

FOR VALUE RECEIVED, the undersigned, _______________, a/an ________________ with its principal address at ___________________________ ("**Maker**"), hereby unconditionally promises to pay to the order 101 Mobility Franchise Systems, LLC, a North Carolina limited liability company with its principal address at 5221 Oleander Drive, Wilmington, North Carolina 28403 ("**Payee**"), or such other designee and/or address given to Maker by Payee, the principal sum of ___________________________ and __/100 Dollars ($________________) (the "**Principal**"), with interest from and after the date hereof until maturity at an annual rate of 12% per annum, in the manner provided below.

1. Definitions. When used in this Note, the following terms shall have the respective meanings specified herein or in the **Section** referred to:

"**Business Day**" means a day upon which business is transacted by national banks in Wilmington, North Carolina.

"**Default**" has the meaning ascribed to it in **Section 4** hereof.

"**Franchise Agreement**" means that particular franchise agreement Maker is entering into with Payee, pursuant to which Maker is acquiring the right to establish and operate a 101 MOBILITY franchised business, and dated as of _________________, 20____.

"**Loan Documents**" means this Note, the Guaranty of Payment and any agreements, documents (and with respect to this Note, and such other agreements and documents, any modifications, amendments, renewals, extensions, or restatements thereof), or certificates at any time executed or delivered pursuant to the terms of this Note.

"**Maximum Rate**" means, with respect to the holder hereof, the maximum non-usurious rate of interest which, under all legal requirements, such holder is permitted to contract for, charge, take, reserve, or receive on this Note. If the laws of the State of North Carolina are applicable for purposes of determining the "Maximum Rate," then such term means the "weekly ceiling" from time to time in effect under applicable law.

"**Obligation**" means this Note.

"**Royalty Fee**" means the Royalty Fee due to Maker under the Franchise Agreement.

2. Payment of Principal and Interest. The unpaid principal and interest on this Note shall be payable as follows:

(a) Principal and interest shall be paid in ___________ (___) monthly installments of ________________ and __/100 Dollars ($__________), beginning on ________________, 20____, and continuing on the same day of each calendar month thereafter. Payee may require, however, that once Maker begins operating their 101 MOBILITY franchised business, regular monthly payments be made with Maker's Royalty Fee payments as due under Maker's Franchise Agreement with Payee. As Maker's Royalty Fee payments will be due weekly, Payee may select whether the monthly payment under this Note will be made, each month, with the first, second, third, or fourth Royalty Fee payment made by Maker. The final payment of all unpaid principal and interest will be due to Payee on _________, 20__.

(b) All payments of this Note shall be made by Maker to Payee in federal or other immediately available funds via electronic funds transfer and Maker hereby grants Payee all authority and permission necessary to debit the amounts due under this Note from the same designated bank account as Maker debits Maker's Royalty Fee payments due under Maker's Franchise Agreement with Payee.

(c) All past due amounts on this Note shall bear interest at the Maximum Rate, or if no Maximum Rate is established by applicable law, then at the rate per annum which shall from day to day be equal to twelve percent (12%).

(d) Interest hereunder shall be computed on the basis of the actual number of days elapsed based on a 365 or 366 day year, as the case may be.

3. Security and Guaranty. This Note shall be secured by the execution of a Guaranty of Payment by each of Maker's direct and indirect owners in the form attached as Attachment A to this Note.

4. Waivers. Maker and each surety, endorser, guarantor, and other party ever liable for payment of any sums of money payable upon this Note, jointly and severally waive presentment, demand, protest, notice of protest and non-payment or other notice of default, notice of acceleration, and intention to accelerate, or other notice of any kind, and agree that their liability under this Note shall not be affected by any renewal or extension in the time of payment hereof, or in any indulgences, or by any release or change in any security for the payment of this Note, and hereby consent to any and all renewals, extensions, indulgences, releases, or changes, regardless of the number of such renewals, extensions, indulgences, releases, or changes. Notwithstanding anything herein to the contrary, Payee must give Maker notice and opportunity to cure any delinquent payment. If Maker does not cure a payment deficiency within five (5) business days following actual receipt of notice, Payee may declare the note in default. Payee shall not be required to give such notice more than twice in any twelve month period.

No waiver by Payee of any of its rights or remedies hereunder or under any other document evidencing or securing this Note or otherwise, shall be considered a waiver of any other subsequent right or remedy of Payee; no delay or omission in the exercise or enforcement by Payee of any rights or remedies shall ever be construed as a waiver of any right or remedy of Payee; and no exercise or enforcement of any such rights or remedies shall ever be held to exhaust any right or remedy of Payee.

5. Default and Remedies.

(a) A "**Default**" shall exist hereunder if any one or more of the following events shall occur and be continuing: (i) Maker shall fail to pay when due any principal of this Note or the Obligation; (ii) any representation or warranty made by Maker to Payee herein or in any of the Loan Documents shall prove to be untrue or inaccurate in any material respect; (iii) default shall occur in the performance of any of the covenants or agreements of Maker contained herein or in the Loan Documents; (iv) default shall occur in the payment of any material indebtedness of Maker, or any such indebtedness shall become due before its stated maturity by acceleration of the maturity thereof or otherwise or shall become due by its terms and shall not be promptly paid or extended; (v) any of the Loan Documents shall cease to be legal, valid, binding agreements enforceable against any party executing the same in accordance with the respective terms thereof or shall in any way be terminated or become or be declared ineffective or inoperative or shall in any way whatsoever cease to give or provide the respective liens, security interests, rights, titles, interests, remedies, powers or privileges intended to be created thereby; (vi) Maker shall (A) apply for or consent to the appointment of a receiver, trustee, intervenor, custodian or liquidator of itself or of all or a substantial part of its assets, (B) be adjudicated a bankrupt or insolvent or file a voluntary petition for bankruptcy or admit in writing that it is unable to pay its debts as they become due, (C) make a general assignment for the benefit of creditors, (D) file a petition or answer seeking reorganization or an arrangement with creditors or to take advantage of any bankruptcy or insolvency laws, or (E) file an answer admitting the material allegations of, or consent to, or default in answering, a petition filed against it in any bankruptcy, reorganization or insolvency proceeding, or take corporate action for the purpose of effecting any of the foregoing; (vii) an order, judgment or decree shall be entered by any court of competent jurisdiction or other competent authority approving a petition seeking reorganization of Maker or appointing a receiver, trustee, intervenor or liquidator of any such person, or of all or substantially all of its or their assets, and such order, judgment or decree shall continue unstayed and in effect for a period of sixty (60) days; (viii) Payee's liens, mortgages or security interests in any of the collateral for this Note should become unenforceable, or cease to be first priority liens, mortgages or security interests; (ix) any final judgment(s) for the payment of money shall be rendered against Maker and such judgment or judgments shall not be satisfied or discharged at least ten (10) days prior to the date on which any of its assets could be lawfully sold to satisfy such judgments; (x) if Maker is in default under the terms of the Franchise Agreement; (xi) if Maker's Franchise Agreement is terminated.

(b) If Maker fails or refuses to pay any part of the principal of this Note or the Obligation as the same become due, or upon the occurrence of any Default hereunder or under any other agreement or instrument securing or assuring the payment of this Note or executed in connection herewith, then in any such event the holder hereof may, at its option, (i) declare the entire unpaid balance of principal of the Obligation to be immediately due and payable, (ii) reduce any claim to judgment, and/or (iii) pursue and enforce any of Payee's rights and remedies available pursuant to any applicable law or agreement including, without limitation, foreclosing all liens and security interests securing payment thereof or any part thereof; *provided, however*, in the case of any Default specified in ***(vi)*** or ***(vii)*** of ***Section 4(a)*** above with respect to Maker, without any notice to Maker or any other act by Payee, the principal of this Note shall become immediately due and payable without presentment, demand, protest, or other notice of any kind, all of which are hereby waived by Maker.

6. Voluntary Prepayment. Maker reserves the right to prepay the outstanding principal balance of this Note, in whole or in part, at any time and from time to time, without premium or penalty.

7. Usury Laws. Regardless of any provisions contained in this Note, the Payee shall never be deemed to have contracted for or be entitled to receive, collect, or apply as interest on the Note, any amount in excess of the Maximum Rate, and, in the event Payee ever receives, collects, or applies as interest any such excess, such amount which would be excessive interest shall be applied to the reduction of the unpaid principal balance of this Note, and, if the principal balance of this Note is paid in full, then any remaining excess shall forthwith be paid to Maker. In determining whether or not the interest paid or payable under any specific contingency exceeds the highest lawful rate, Maker and Payee shall, to the maximum extent permitted under applicable law, (a) characterize any non-principal payment (other than payments which are expressly designated as interest payments hereunder) as an expense, fee, or premium, rather than as interest, (b) exclude voluntary prepayments and the effect thereof, and (c) spread the total amount of interest throughout the entire contemplated term of this Note so that the interest rate is uniform throughout such term.

8. Costs. If this Note is placed in the hands of an attorney for collection, or if it is collected through any legal proceeding at law or in equity, or in bankruptcy, receivership or other court proceedings, Maker agrees to pay all costs of collection, including, but not limited to, court costs and reasonable attorneys' fees, including all costs of appeal.

9. Notices. Any notice that may be given by either Maker or Payee shall be in writing and shall be deemed given upon the earlier of the time of receipt thereof by the person entitled to receive such notice, or if mailed by registered or certified mail or with a recognized overnight mail courier upon two (2) days after deposit with the United States Post Office or one (1) day after deposit with such overnight mail courier, if postage is prepaid and mailing is addressed to Maker or Payee, as the case may be, at the following addresses, or to a different address previously given in a written notice to the other party:

If to Maker, to:

If to Payee, to:

101 Mobility Franchise Systems, LLC
Attn: President
5221 Oleander Drive
Wilmington, North Carolina 28403

10. GOVERNING LAW. THIS INSTRUMENT AND ALL ISSUES AND CLAIMS ARISING IN CONNECTION WITH OR RELATING TO THE INDEBTEDNESS EVIDENCED HEREBY SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NORTH CAROLINA AND THE APPLICABLE LAWS OF THE UNITED STATES OF AMERICA.

11. ENTIRETY. THE PROVISIONS OF THIS NOTE AND THE LOAN DOCUMENTS MAY BE AMENDED OR REVISED ONLY BY AN INSTRUMENT IN WRITING SIGNED BY MAKER AND PAYEE. THIS NOTE AND ALL THE OTHER LOAN DOCUMENTS EMBODY THE FINAL, ENTIRE AGREEMENT OF MAKER AND PAYEE AND SUPERSEDE ANY AND ALL PRIOR COMMITMENTS, AGREEMENTS, REPRESENTATIONS, AND UNDERSTANDINGS, WHETHER WRITTEN OR ORAL, RELATING TO THE SUBJECT MATTER HEREOF AND THEREOF AND MAY NOT BE CONTRADICTED OR VARIED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OR DISCUSSIONS OF MAKER AND PAYEE. THERE ARE NO ORAL AGREEMENTS BETWEEN MAKER AND PAYEE.

MAKER:
____
a/an __________________________

By: __________________________
Name: ________________________
Title: ________________________

ATTACHMENT A
TO PROMISSORY NOTE

GUARANTY OF PAYMENT

This Guaranty of Payment (this "**Guaranty**") is made, jointly and severally, by ____________________ and ____________________ each an adult individual residing in ____________________ (collectively, "**Guarantors**"), in favor of 101 Mobility Franchise Systems, LLC, a North Carolina limited liability company ("**Holder**"), and its successors and assigns.

Preliminary Statements.

A. [Insert Debtor], [Insert Debtor entity type] with its principal address at [Insert Address of Debtor] ("**Borrower**"), has requested that Holder finance the amount of $_________________ under that certain Promissory Note to which this Guaranty is attached (the "**Note**") which represents a portion of the Initial Franchise Fee due to Holder under the terms of that 101 MOBILITY franchise agreement Borrower is entering into with Holder ("**Franchise Agreement**") pursuant to which Borrower is to establish and operate a 101 MOBILITY franchised business (the "**Franchised Business**").

B. Holder has required, as a condition to its acceptance of the Note, that Borrower's obligations under the Note be guaranteed by Guarantors.

C. Guarantors, the sole owners of Borrower, have determined that they will directly and indirectly benefit from issuing this Guaranty.

NOW, THEREFORE, in consideration of the foregoing, Guarantors hereby agree with Holder as follows:

1. Guaranty. Guarantors hereby jointly and severally and unconditionally and irrevocably guarantee to Holder (a) the punctual payment when due, whether by lapse of time, by acceleration of maturity, or otherwise, and at all times thereafter, of all principal, interest (including interest accruing after the commencement of any bankruptcy or insolvency proceeding by or against Borrower, whether or not allowed in such proceeding), fees, costs, expenses, indemnification indebtedness, and other sums of money now or hereafter due and owing pursuant to (i) the terms of the Note and (ii) all renewals, extensions, refinancings, modifications, supplements or amendments of such indebtedness or any part thereof (the indebtedness described in clauses (i) and (ii) above in this Section 1 is herein collectively called the "**Indebtedness**"). The guaranty of Guarantors as set forth in this Section 1 is a continuing guaranty of payment and performance not a guaranty of collection.

2. Guarantors' Obligations Independent; Statute of Limitations. The obligations of Guarantors hereunder are independent of the obligations of Borrower, and a separate action or actions may be brought and prosecuted against Guarantors whether action is brought against Borrower or whether Borrower be joined in any such actions or actions; and Guarantors waive, to the fullest extent permitted by applicable law, the benefit of all "suretyship or Guarantors" defenses at law or in equity other than actual payment and performance of the Indebtedness.

3. No Conditions Precedent. It is the intent hereof that the obligations of the Guarantors hereunder shall be and remain unaffected (a) by the existence or non-existence, validity or invalidity of any pledge, assignment or conveyance given as security; or (b) by any understanding or agreement that any other person, firm or corporation was or is to execute this Guaranty, or the notes or any other document or instrument relating to or evidencing said Indebtedness, or any part thereof, or (c) by resort on the part of

Holder to any other security or remedy for the collection of said Indebtedness; or (d) by the death or bankruptcy of Guarantors, or if more than one Guarantors has guaranteed the Indebtedness, by the death or bankruptcy of any one or more of such Guarantors, and in case of any such death or bankruptcy, by failure of Holder to file claim against any deceased Guarantors' estate or against any such bankrupt's estate, as the case may be, for the amount of such decedent's or such bankrupt's liability hereunder.

4. Authorization to Renew or Modify Indebtedness. Guarantors authorize Holder, without notice or demand and without affecting their liability hereunder, from time to time to (a) renew, compromise, extend, accelerate or otherwise change the time for payment of, or otherwise change the terms of the Indebtedness or any part thereof, including increasing or decreasing the rate of interest thereof; (b) take and hold security for the payment of this Guaranty or the Indebtedness guaranteed, and exchange, modify, enforce, waive and release any such security; (c) apply such security and direct the order or manner of sale thereof as Holder in its discretion may determine; and (d) release or substitute any one or more of the endorsers or Guarantors of the Indebtedness. Holder may without notice assign this Guaranty in whole or in part.

5. Waivers. Guarantors waive any right to require Holder to (a) proceed against Borrower; (b) proceed against or exhaust any security held from Borrower; or (c) pursue any other remedy in Holder's power whatsoever. Guarantors waive any defense arising by reason of any disability or other defense of Borrower or by reason of the cessation from any cause whatsoever of the liability of Borrower for the Indebtedness. Until the Indebtedness of Borrower to Holder shall have been paid in full, and is not subject to refund or disgorgement, even though such Indebtedness is in excess of Guarantors' liability hereunder, Guarantors shall have no right of subrogation, and waive any right to enforce any remedy which Holder now has or may hereafter have against Borrower, or any other Guarantor, and waive any benefit of, and any right to participate in any security now or hereafter held by Holder. Guarantors waive all presentments, demands for performance, notices of non-performance, protests, notices of protest, notices of dishonor, and notices of acceptance of this Guaranty and of the existence, creation, or incurring of new or additional Indebtedness.

6. Subordination. Any indebtedness of Borrower to Guarantors, whether now existing or hereafter arising, and whether now or hereafter held by Guarantors, whether secured or unsecured, and if secured, the security for same, is hereby subordinated to the Indebtedness of Borrower to Holder; and such indebtedness of Borrower to Guarantors, if Holder so requests, shall be collected, enforced and received by Guarantors as trustee for Holder and be paid over to Holder on account of the Indebtedness of Borrower to Holder, but without reducing or affecting in any manner the liability of Guarantors under the other provisions of this Guaranty.

7. No Duty of Inquiry. It shall not be necessary for Holder to inquire into the powers of Borrower or the officers, directors, partners, trustees, or agents acting or purporting to act on its behalf, and any Indebtedness made or created in reliance upon the professed exercise of such powers shall be guaranteed hereunder.

8. Expenses of Collection. Guarantors agree to pay reasonable attorneys' fees and all other costs and expenses, which may be incurred by Holder in the enforcement of this Guaranty.

9. Severability. If any one or more of the covenants, agreements, terms or provisions contained in this Guaranty shall be invalid, illegal or unenforceable in any respect, the validity of the remaining covenants, agreements, terms or provisions contained herein shall be in no way affected, prejudiced or disturbed thereby.

10. Governing Law. This Guaranty and the rights and obligations of the Guarantors and Holder hereunder shall be governed by and be construed in accordance with the laws of the State of North Carolina.

11. Usury Not Intended; Savings Provisions. It is not the intention of Holder or Guarantors to obligate Guarantors to pay interest in excess of that legally permitted to be paid by Guarantors under applicable law. Should it be determined that any portion of the Indebtedness constitutes interest in excess of the maximum amount of interest which Guarantors (in such capacity) may lawfully be required to pay under applicable law, the obligation of Guarantors to pay such interest shall automatically be limited to the payment thereof at the maximum rate so permitted under applicable law.

IN WITNESS WHEREOF, the undersigned Guarantors has/have executed this Guaranty as of the dates set forth below.

GUARANTORS:

______________________________	______________________________
[Name], Individually	Date
______________________________	______________________________
[Name], Individually	Date

<u>EXHIBIT F</u>

FINANCIAL STATEMENTS

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.

	Q1.25
Balance Sheet	
Assets	34,654,732.80
Current assets	1,339,155.65
Cash and cash equivalents	408,965.63
Trade and other receivables	315,421.64
Other current assets	614,768.38
Non-current assets	33,315,577.15
Equity and liabilities	34,654,732.80
Current liabilities	1,171,996.61
Current financial liabilities	343,045.25
Trade and other payables	344,148.99
Other current liabilities	484,802.37
Non-current liabilities	31,730,147.13
Non-current financial liabilities	30,842,153.88
Other non-current liabilities	887,993.25
Equity	1,752,589.06

	Q1.25
Income Statement	
Sales	2,850,733.88
Franchise fees	76,772.43
Royalty fees	2,068,530.09
Marketing fund contributions	674,641.36
Other Fees	30,790.00
Cost of Sales	
Broker fees	
Territorial sales commision	
Gross Profit	2,850,733.88
Operating Expenses	2,818,080.47
Amortization expense	1,114,669.98
Other operating expenses	1,703,410.49
Net Operating Income	32,653.41
Other Income (Expense)	
Interest expense	-918,268.99
Net Income	**-885,615.58**
Members Equity, Beginning	5,249,852.00
Distributions	
Members Equity, Ending	5,249,852.00

101 Mobility
Franchise Systems, LLC

Financial Statements
For the Years Ended
December 31, 2024 and 2023

EARNEY
Accountants & Advisors

INDEPENDENT AUDITOR'S REPORT

To the Members of
101 Mobility Franchise Systems, LLC

Opinion

We have audited the accompanying financial statements of 101 Mobility Franchise Systems, LLC (a North Carolina limited liability company), which comprise the balance sheets as of December 31, 2024 and 2023, and the related statements of profit and loss and 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 101 Mobility Franchise Systems, LLC as of December 31, 2024 and 2023, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of 101 Mobility Franchise Systems, LLC and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

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

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about 101 Mobility Franchise Systems, LLC's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

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T: (910) 256 9995, F: (910) 256 2829, www.earney.com

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 generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, 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 101 Mobility Franchise Systems, 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 101 Mobility Franchise Systems, 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.

EARNEY Accountants & Advisors, PLLC

Wilmington, North Carolina
March 5, 2025

101 Mobility Franchise Systems, LLC
Balance Sheets
As of December 31, 2024 and 2023

	2024	2023
ASSETS		
Current Assets		
Cash & cash equivalents	$ 315,612	$ 415,389
Accounts receivable, net	261,645	274,695
Related party receivable (Note 3)	-	1,022,827
Prepaid expenses	331,544	546,018
Accrued revenue	96,337	-
Deferred tax asset (Note 3)	796,569	-
Total Current Assets	1,801,707	2,258,929
Property & Equipment		
Furniture, fixtures, & equipment	68,189	56,963
Software	1,116,102	406,982
	1,184,291	463,945
Less: Accumulated depreciation	(415,212)	(121,737)
Property & Equipment, Net	769,079	342,208
Goodwill & intangibles, net (Note 2)	32,401,287	36,356,880
Total Assets	$ 34,972,073	$ 38,958,017
LIABILITIES & MEMBERS' EQUITY		
Current Liabilities		
Accounts payable	$ 241,073	$ 140,414
Accrued liabilities	78,159	213,121
Current maturities of long-term debt (Note 5)	200,232	200,232
Current portion of deferred revenue - franchise contracts (Note 2)	237,121	342,589
Related party payable (Note 3)	80,934	-
Total Current Liabilities	837,519	896,356
Long-Term Liabilities		
Long-term debt, net of current maturities (Note 5)	30,650,208	23,269,803
Deferred revenue - franchise contracts (Note 2)	581,815	829,836
Total Long-Term Liabilities	31,232,023	24,099,639
Total Liabilities	32,069,542	24,995,995
Members' Equity	2,902,531	13,962,022
Total Liabilities & Members' Equity	$ 34,972,073	$ 38,958,017

101 Mobility Franchise Systems, LLC
Statements of Profit and Loss and Members' Equity
For the Years Ended December 31, 2024 and 2023

	2024	2023
SALES		
Franchise fees	$ 390,654	$ 347,896
Royalty fees	7,558,333	6,929,685
Marketing fees	1,152,319	962,335
Other fees	152,626	154,506
Total Sales	9,253,932	8,394,422
COST OF SALES		
Broker fees	15,000	30,000
Territorial sales commission	6,000	15,000
Total Cost of Sales	21,000	45,000
Gross Profit	9,232,932	8,349,422
OPERATING EXPENSES		
Amortization expense	4,061,938	4,051,397
Other operating expenses (Note 2)	5,190,308	4,728,150
Total Operating Expenses	9,252,246	8,779,547
Net Operating Income	(19,314)	(430,125)
OTHER INCOME (EXPENSE)		
Interest expense	(3,440,177)	(2,318,337)
Net Income	(3,459,491)	(2,748,462)
Members' Equity, Beginning	13,962,022	16,710,484
Distributions	(7,600,000)	-
Members' Equity, Ending	$ 2,902,531	$ 13,962,022

101 Mobility Franchise Systems, LLC
Statements of Cash Flows
For the Years Ended December 31, 2024 and 2023

	2024	2023
Cash Flows From Operating Activities		
Cash Collections for:		
Franchise fees	$ 37,165	$ 225,136
Royalty fees	7,571,383	6,834,682
Marketing fees	1,152,319	962,335
Other fees	152,626	154,506
Less: Cash Payments for:		
Related party expense	1,103,761	432,510
Total operating expenses	(9,070,745)	(8,138,881)
Net Cash Provided (Used) By Operating Activities	946,509	470,288
Cash Flows From Investing Activities		
Purchase of property & equipment	(720,346)	(228,022)
Net Cash Provided (Used) By Investing Activities	(720,346)	(228,022)
Cash Flows From Financing Activities		
Note payable borrowing (payments)	7,274,060	(65,000)
Distributions paid	(7,600,000)	-
Net Cash Provided (Used) By Financing Activities	(325,940)	(65,000)
Net Increase (Decrease) in Cash	(99,777)	177,266
Cash & Cash Equivalents, Beginning	415,389	238,123
Cash & Cash Equivalents, Ending	$ 315,612	$ 415,389
Reconciliation of Net Income to Cash Provided (Used) By Operating Activities:		
Net income	$ (3,459,491)	$ (2,748,462)
Adjustments to Reconcile to Net Cash Provided (Used) By Operating Activities:		
Depreciation	293,475	113,825
Amortization of other assets	4,061,938	4,051,397
Changes in Current Assets & Liabilities:		
Accounts receivable, net	13,050	(95,003)
Prepaid expenses	214,474	(516,752)
Other current assets	(892,906)	-
Accounts payable	100,659	109,927
Accrued liabilities	(134,962)	(754,394)
Deferred revenue - franchise contracts	(353,489)	(122,760)
Related party receivable/payable, net	1,103,761	432,510
Net Cash Provided (Used) By Operating Activities	$ 946,509	$ 470,288
Supplemental Disclosure		
Interest paid	$ 3,440,177	$ 2,318,337
Income taxes paid	$ -	$ -

The Accompanying Notes are an Integral Part of these Financial Statements

1. ORGANIZATION

101 Mobility Franchise Systems, LLC (the "Company") was organized on January 15, 2010 under the laws of the state of North Carolina through the authorization issuance of 100 membership units. As of December 31, 2024 and 2023, there were 100 membership units issued and outstanding. The Company has a worldwide license to sell franchises named 101 Mobility and currently has operations concentrated in the United States of America and Canada. The 101 Mobility trademark was first registered on the United States Patent and Trademark Office's Principal Register on October 27, 2009 and is a licensed trademark of 101 Mobility, LLC. The Company generates revenues from fees charged to franchisees that generally include an initial fee, ongoing marketing fees, and ongoing sales royalty fees.

The Company and its parent company, 101 M Acquisition Co., Inc. (the "Parent Company"), were part of a business combination that occurred on December 15, 2022 in which Halifax Capital Partners V, L.P. ("Halifax"), through affiliated entities, acquired 78.2% indirect ownership of the Company.

2. SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation

The Company prepares its financial statements in accordance with generally accepted accounting principles promulgated in the United States of America (U.S. GAAP) using the accrual basis of accounting. In 2022, the Parent Company was acquired by Halifax. This transaction qualified as a business combination and acquisition accounting was applied at the Parent Company level. Push down accounting was not required, but was applied, and as such, the accompanying financial statements reflect the fair value basis adjustment of assets and liabilities as of December 15, 2022. The significant accounting policies followed are described below to enhance the usefulness of the financial statements to the reader.

Use of Estimates

The preparation of financial statements requires management to make estimates and assumptions that affect the reported amounts of revenues and expenses during the reporting period and the reported amounts of assets and liabilities at the date of the financial statements. On an ongoing basis, the Company's management evaluates the estimates and assumptions based upon historical experience and various other factors and circumstances. The Company's management believes that the estimates and assumptions are reasonable in the circumstances; however, the actual results could differ from those estimates.

Cash and Cash Equivalents

The Company considers all highly liquid debt instruments purchased with a maturity of three months or less to be cash equivalents. Cash and cash equivalents are maintained at financial institutions and, at times, balances may exceed federally insured limits. The Company's non-interest-bearing cash balances are insured up to $250,000 per depositor at each financial institution, which may at times exceed these limits.

Accounts Receivable

The Company's allowance estimate is derived from a review of its historical losses based on the aging of receivables. The estimate is adjusted for the Company's assessment of current conditions, reasonable and supportable forecasts regarding future events, and other factors deemed relevant by the Company. Based on experience, management has determined that an allowance for credit losses of $0 is reasonable for December 31, 2024 and 2023.

Prepaid Expenses

Prepaid expenses consist primarily of prepaid marketing fees, prepaid insurance, and prepaid conference costs.

Property and Equipment

Expenditures for the acquisition of property and equipment in excess of $500 are recorded at cost. Depreciation expense is provided using the straight-line method over the estimated useful lives of the assets, which is generally three to seven years for furniture, equipment, and software. Depreciation expense of $293,475 for the year ended December 31, 2024 and $113,825 for the year ended December 31, 2023 was recorded.

The Company reviews the carrying value of property and equipment for impairment whenever events and circumstances indicate that the carrying value of an asset may not be recoverable from the estimated future cash flows expected to result from its use and eventual disposition. In cases where undiscounted expected future cash flows are less than the carrying value, an impairment loss is recognized equal to an amount by which the carrying value exceeds the fair value of assets. The factors considered by management in performing this assessment include current operating results, trends and prospects, the manner in which the property is used, and the effects of obsolescence, demand, competition, and other economic factors. Based on this assessment, management determined that there was no impairment as of December 31, 2024 and 2023.

Amortization of Goodwill and Intangibles

Purchased intangibles have been analyzed as to classification and service life. The Company has elected to use the accounting alternative for goodwill which allows for goodwill to be amortized over ten years. As a result of the business combination, goodwill is made up of anticipated synergies between the acquiree and acquirer that make up intangible assets that are not easily identifiable as separate assets.

The following is a summary of acquired goodwill and intangibles as of December 31:

	2024	2023
Trade names/trademarks	$ 2,486,000	$ 2,486,000
Franchise agreements	10,126,000	10,126,000
Assembled workforce	269,000	269,000
Revolver	79,749	79,749
Goodwill	27,516,272	27,516,272
Total Goodwill & Intangibles	40,477,021	40,477,021
Less: Accumulated amortization	(8,075,734)	(4,120,141)
Goodwill & Intangibles, Net	$ 32,401,287	$ 36,356,880

Current Liabilities

Current liabilities are obligations that are reasonably expected to be settled by either liquidating current assets or creating other current liabilities. Current liabilities include obligations that, by their terms, are due anywhere within one year of the balance sheets date or are payable on demand. Accrued liabilities relate to normal day-to-day operations of the Company and consist primarily of franchisee sales commissions and employee compensation earned but not paid as of December 31, 2024 and 2023.

Revenue Recognition - Franchise Fees

Franchise fees consist of initial and additional territory franchise fees from franchise agreements and software licensing agreements. Under franchise agreements, the Company provides franchises with (i) a franchise license, which includes a license to use the Company's intellectual property, (ii) pre-opening services; such as training, opening assistance, manual, and initial marketing; and Mobilink set up, and (iii) ongoing services, such as inspections and equipment and advertising approval, and additional training and assistance. The Company has identified three performance obligations in relation to its franchise agreements; the franchise rights, Mobilink set up, and initial marketing. The Company concluded that all services, except for the Mobilink set up and initial marketing, are not distinct from the franchise rights and bundled these activities into a single performance obligation.

The Company has determined that the stated fees in the franchise contract reflect the standalone purchase price of each performance obligation. The Company recognizes the revenue from these performance obligations as follows: Fees related to the franchise rights are recognized over the term of the franchise contract which is generally ten years. The Mobilink set up fees and initial marketing fees are recognized when the franchisee commences operations. The franchise fees, Mobilink fees, and initial marketing fees are payable up front upon entering into the contract and are nonrefundable. Upfront fees are deferred until the Company satisfies its performance obligations.

Royalty Fees and Other Revenue

The sales royalty fee ranging from 5% to 7% is recognized as revenue weekly as it is due according to franchise agreements. The sales royalty fee charged to each franchisee is based on a tiered royalty structure, which ranges from 5% to 7% based on each individual franchisee's cumulative year-to-date sales levels.

The marketing fee was 1.25% in 2024 and 2023. The general marketing fee, which was implemented in December 2015, was the lesser of 2.75% or $350 per month. As of December 31, 2024 and 2023, marketing expenditures approximate or exceeded amounts received as marketing fees.

Franchise agreements executed prior to April 10, 2013 (the "Amendment Date") required that marketing fee contributions be made to defray general operating expenses, except for reasonably related administrative costs and overhead incurred in marketing activities. Under franchise agreements executed after the Amendment Date, there is no obligation to conduct advertising programs with the marketing fees. Marketing fees received related to franchise agreements executed prior to the Amendment Date are recorded on a net basis with amounts received subsequent to the Amendment Date recorded on a gross basis.

Other Operating Expenses

Adjusted other operating expenses were $5,767,581 for the year ended December 31, 2024 and $4,719,822 for the year ended December 31, 2023 which is an $1,047,759 increase. Total other operating expenses, as presented on the statements of profit and loss and members' equity, included a net tax benefit of $577,273 for fiscal year 2024 and a net tax expense of $8,328 for fiscal year 2023. Refer to Note 3 for more detail on the deferred tax asset, which is included in the 2024 total other operating expenses.

Advertising Expense

The Company expenses franchisor advertising costs as incurred. Advertising expense was $280,536 for the year ended December 31, 2024 and $138,365 for the year ended December 31, 2023.

Post-Retirement Employee Benefit Plans

The Company does not maintain any form of post-retirement employee benefit plans.

Reclassifications

Certain reclassifications of amounts previously reported have been made to the accompanying financial statements to maintain consistency between periods presented. The reclassifications had no impact on previously reported members' equity.

Income Taxes

The Company has elected to be taxed as a partnership for federal and state income tax purposes; therefore, the tax effect of their operating activities accrues to their respective members. As a consequence, no liability for federal or state taxes is presented in the accompanying balance sheets. Net income for financial statement purposes may differ significantly from taxable income reportable by the owners as a result of differences between the tax basis and financial reporting basis of assets and liabilities and taxable income allocation requirements under the respective operating agreement. Individual owners' tax accounting, which is partially dependent upon the owners' tax position, differs from the accounting followed in the accompanying financial statements. The Company follows the provisions of the Accounting for Uncertainty in Income Taxes Topic of the Codification. The Company has not recorded a reserve for any tax positions for which the ultimate deductibility is highly uncertain, but for which there is uncertainty about the timing of such deductibility. When, and if applicable, potential interest and penalty costs are accrued as incurred with expenses recognized in operating expenses in the accompanying statements of profit and loss and members' equity. As of December 31, 2024 and 2023, the Company had no liability for unrecognized tax liabilities.

Partnership tax returns are subject to examination and adjustments for a period of three years after filing. Management believes the oldest year subject to audit is 2021.

Subsequent Events

Subsequent events have been evaluated through March 5, 2025, which is the date the financial statements were available to be issued. Events occurring after that date have not been evaluated to determine whether a change in the financial statements would be required.

3. RELATED PARTY TRANSACTIONS

101 Mobility, LLC licensed the trademark, 101 Mobility, to 101 Mobility Franchise Systems, LLC on March 1, 2010. The principal owners of both companies are the same affiliates.

Employees of 101 Mobility, LLC performed management and administrative services related to employee payroll for 101 Mobility Franchise Systems, LLC for the years ended December 31, 2024 and 2023. 101 Mobility, LLC periodically reviews allocations of time and efforts spent for each entity and this was used as a basis for 101 Mobility, LLC to charge 101 Mobility Franchise Systems, LLC approximately $57,765 for the year ended December 31, 2024 and approximately $1,502,000 for the year ended December 31, 2023 for these services.

As part of the 2022 business combination, the Company entered into a new management service understanding with an affiliate of the majority owner that provides for a management fee, payable quarterly, based on a percentage of EBITDA. The Company incurred approximately $235,000 under this agreement for the year ended December 31, 2024 and approximately $259,000 of expenses related to this management agreement during the year ended December 31, 2023.

The Company shares an office building which is leased by 101 Mobility, LLC from an independent party. The Company paid 101 Mobility, LLC approximately $240,000 for the years ended December 31, 2024 and 2023 for a portion of the headquarters office, which 101 Mobility Franchise Systems, LLC occupies, as well as related occupancy expenses. 101 Mobility, LLC made payments for routine shared occupancy operating expenses on behalf of the Company and affiliates which totaled approximately $240,000 for the year ended December 31, 2024 and approximately $292,000 for the year ended December 31, 2023.

Debt of the Company is allocated between multiple affiliated entities. During 2024 and 2023, the Company paid the interest expense incurred by 101 Mobility, LLC and APD relating to the shared debt. The Company paid approximately $3,460,000 related to this interest expense during the year ended December 31, 2024 and approximately $2,318,000 related to this interest expense during the year ended December 31, 2023.

The Company recognized fees from their affiliate of approximately $0 for the year ended December 31, 2024 and approximately $49,000 for the year ended December 31, 2023, which are included in marketing fees in the accompanying statements of profit and loss and members' equity.

Periodically, based on the timing of payments, the Company will have amounts due to or due from affiliates for recurring operating expenses as described above in this note. A related party receivable of approximately $0 as of December 31, 2024 and approximately $1,022,000 as of December 31, 2023 was recorded, related to certain operating expenses that will be incurred by affiliates on behalf of the Company, as well as excess cash holdings of the Company advanced to affiliates. A related party payable of approximately $80,000 as of December 31, 2024 and approximately $0 as of December 31, 2023 was recorded for management fees and interest expenses.

Effective December 15, 2022, affiliates of the Company entered into a new senior credit facility with the affiliates' existing senior lenders. No amount has been drawn from the line of credit in the current year.

After the Company was purchased on December 15, 2022, the Company is a disregarded entity for the holding company's tax purposes. Since the Company is owned by 101 M Acquisition Co., Inc. which does not have an operating trial balance, the holding company allocated the deferred tax asset to the entity level trial balances. Therefore, the Company has a deferred tax asset of $796,569 as of December 31, 2024.

4. CONTINGENCIES

Certain conditions may exist which may result in a loss to the Company, but will only be resolved when one or more future events occur or fail to occur. The Company's management and its legal counsel assess such contingent liabilities, and such assessment inherently involves an exercise of judgment. In assessing loss contingent related to legal proceedings that are pending against the Company, or unasserted claims that may result in such proceedings, the Company's legal counsel evaluates the perceived merits of any legal proceedings or unasserted claims, as well as the perceived merits of the amount of relief sought or expected to be sought therein.

If the assessment of a contingency indicates that it is probable that a material loss has been incurred and the amount of the liability can be estimated, the estimated liability would be accrued in the Company's financial statements. If the assessment indicates that a potentially material loss contingency is not probable, but is reasonably possible or is probable but cannot be estimated, the nature of the contingent liability, together with an estimate of the range of possible loss if determinable and material, would be disclosed.

Loss contingencies considered remote are generally not disclosed unless they arise from guarantees, in which case the guarantees would be disclosed.

As a result of the Halifax acquisition of the Company, a contingent liability related to future consideration due to the seller was deemed by management to be probable to occur and can be reasonably estimated. The contingent liability was based on a calculation of EBITDA for the Company during 2022. All transactions were settled in 2023, and no contingent liability is recorded in the financial statements as of December 31, 2024 or 2023.

5. LONG-TERM DEBT

Long-term debt consisted of the following as of December 31:

	2024	2023
Note payable to multiple banks dated December 15, 2022. The note was restructured by the related parties during 2023, which led to more debt being allocated to the Company. The interest rate is a combination of a SOFR rate plus an applicable spread. This combined rate for the note as of December 31, 2024 was 5.35%. The note is due in quarterly principal installments of $50,058 beginning on March 31, 2022 and ending on December 31, 2028. All remaining principal is due on December 31, 2028.	$ 30,850,440	$ 23,470,035
Less: Current maturities	(200,232)	(200,232)
Long-Term Debt, Net	$ 30,650,208	$ 23,269,803

The following schedule outlines principal payments due on the note payable:

Year	Amount
2025	$ 200,232
2026	200,232
2027	200,232
2028	30,249,744
2029	-
Thereafter	-
Total	$ 30,850,440

6. REVOLVING LINE OF CREDIT AND DEFERRED DRAW TERM LOAN

The Company and related party affiliates have a revolving line of credit of $15,000,000 as of December 31, 2024. The line of credit was drawn on during 2024.

The Company and related party affiliates have a deferred draw term loan (“DDTL”) which may be drawn in future periods up to $33,000,000 as of December 31, 2024. During 2024, Harmar Mobility, LLC took a draw of $18,500,000 dollars. In 2023, the Company and Harmar Mobility, LLC took a draw of the DDTL of $3,500,000 and $1,500,000, respectively.

101 Mobility
Franchise Systems, LLC

Financial Statements
For the Years Ended
December 31, 2023 and 2022

EARNEY & COMPANY L.L.P.
Certified Public Accountants

INDEPENDENT AUDITOR'S REPORT

To the Members of
101 Mobility Franchise Systems, LLC

Opinion

We have audited the accompanying financial statements of 101 Mobility Franchise Systems, LLC (a North Carolina Limited Liability Company), which comprise the balance sheets as of December 31, 2023 and 2022, and the related statements of profit and loss and 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 101 Mobility Franchise Systems, LLC as of December 31, 2023 and 2022, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of 101 Mobility Franchise Systems, LLC and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

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

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about 101 Mobility Franchise Systems, 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 generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, 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 101 Mobility Franchise Systems, 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 101 Mobility Franchise Systems, 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.

Emory & Company, L.L.P.

Wilmington, North Carolina
February 26, 2024

101 Mobility Franchise Systems, LLC
Balance Sheets
As of December 31, 2023 and 2022

	2023	2022
ASSETS		
Current Assets		
Cash & cash equivalents	$ 415,389	$ 238,123
Accounts receivable, net	274,695	179,692
Related party receivable (Note 3)	1,022,827	-
Prepaid expenses	546,018	29,266
Total Current Assets	2,258,929	447,081
Property & Equipment		
Furniture, fixtures, & equipment	56,963	24,210
Software	406,982	211,713
	463,945	235,923
Less: Accumulated depreciation	(121,737)	(7,912)
Property & Equipment, Net	342,208	228,011
Goodwill & intangibles, net (Note 2)	36,356,880	40,343,126
Total Assets	$ 38,958,017	$ 41,018,218
LIABILITIES & MEMBERS' EQUITY		
Current Liabilities		
Accounts payable	$ 140,414	$ 30,487
Accrued liabilities	213,121	267,364
Current maturities of long-term debt (Note 5)	200,232	200,232
Current portion of deferred revenue - franchise contracts (Note 2)	342,589	307,896
Contingent liabilities (Note 4)	-	2,630,000
Related party payable (Note 3)	-	15,249
Total Current Liabilities	896,356	3,451,228
Long-Term Liabilities		
Long-term debt, net of current maturities (Note 5)	23,269,803	19,869,217
Deferred revenue - franchise contracts (Note 2)	829,836	987,289
Total Long-Term Liabilities	24,099,639	20,856,506
Total Liabilities	24,995,995	24,307,734
Members' Equity	13,962,022	16,710,484
Total Liabilities & Members' Equity	$ 38,958,017	$ 41,018,218

101 Mobility Franchise Systems, LLC
Statements of Profit and Loss and Members' Equity
For the Years Ended December 31, 2023 and 2022

	2023	2022
SALES		
Franchise fees	$ 347,896	$ 502,193
Royalty fees	6,929,685	5,722,521
Marketing fund contributions	962,335	936,642
Other fees	154,506	129,813
Total Sales	8,394,422	7,291,169
COST OF SALES		
Broker fees	30,000	50,794
Territorial sales commission	15,000	50,000
Total Cost of Sales	45,000	100,794
Gross Profit	8,349,422	7,190,375
OPERATING EXPENSES		
Amortization expense	4,051,397	129,029
Other operating expenses	4,728,150	3,147,396
Total Operating Expenses	8,779,547	3,276,425
Net Operating Income	(430,125)	3,913,950
OTHER INCOME (EXPENSE)		
Interest expense	(2,318,337)	(80,736)
Net Income	(2,748,462)	3,833,214
Members' Equity, Beginning	16,710,484	11,961,037
Contributed capital	-	916,233
Members' Equity, Ending	$ 13,962,022	$ 16,710,484

101 Mobility Franchise Systems, LLC
Statements of Cash Flows
For the Years Ended December 31, 2023 and 2022

	2023	2022
Cash Flows From Operating Activities		
Cash Collections for:		
Franchise fees	$ 225,136	$ 172,866
Royalty fees	6,834,682	5,715,036
Marketing fund contributions	962,335	936,642
Other fees	154,506	129,813
Less: Cash Payments for:		
Related party expense	432,510	(4,237,224)
Total operating expenses	(8,138,881)	(3,166,947)
Net Cash Provided (Used) By Operating Activities	470,288	(449,814)
Cash Flows From Investing Activities		
Purchase of property & equipment	(228,022)	(156,391)
Net Cash Provided (Used) By Investing Activities	(228,022)	(156,391)
Cash Flows From Financing Activities		
Note payable borrowing (payments)	(65,000)	-
Net Cash Provided (Used) By Financing Activities	(65,000)	-
Net Increase (Decrease) in Cash	177,266	(606,205)
Cash & Cash Equivalents, Beginning	238,123	844,328
Cash & Cash Equivalents, Ending	$ 415,389	$ 238,123
Reconciliation of Net Income to Cash Provided (Used) By Operating Activities:		
Net income	$ (2,748,462)	$ 3,833,214
Adjustments to Reconcile to Net Cash Provided (Used) By Operating Activities:		
Depreciation	113,825	169,866
Amortization of other assets	4,051,397	129,029
Changes in Current Assets & Liabilities:		
Accounts receivable, net	(95,003)	(7,485)
Prepaid expenses	(516,752)	41,515
Accounts payable	109,927	19,700
Accrued liabilities	(754,394)	(69,102)
Deferred revenue - franchise contracts	(122,760)	(329,327)
Related party receivable/payable, net	432,510	(4,237,224)
Net Cash Provided (Used) By Operating Activities	$ 470,288	$ (449,814)
Supplemental Disclosure		
Interest paid	$ 2,318,337	$ 80,736
Income taxes paid	$ -	$ -

The Accompanying Notes are an Integral Part of these Financial Statements

1. ORGANIZATION

101 Mobility Franchise Systems, LLC (the "Company") was organized on January 15, 2010 under the laws of the state of North Carolina through the authorization issuance of 100 membership units. As of December 31, 2023 and 2022, there were 100 membership units issued and outstanding. The Company has a worldwide license to sell franchises named 101 Mobility and currently has operations concentrated in the United States of America and Canada. The 101 Mobility trademark was first registered on the United States Patent and Trademark Office's Principal Register on October 27, 2009 and is a licensed trademark of 101 Mobility, LLC. The Company generates revenues from fees charged to franchisees that generally include an initial fee, ongoing marketing fees, and ongoing sales royalty fees.

The Company and its parent company, 101 Mobility Holding Corporation (the "Parent Company"), were part of a business combination that occurred on December 15, 2022 in which Halifax Group, LLC, through affiliated entities, acquired 100% indirect ownership of the Company. See Note 7 for details related to the business combination.

2. SIGNIFICANT ACCOUNTING POLICIES

<u>Basis of Presentation</u>

The Company prepares its financial statements in accordance with generally accepted accounting principles promulgated in the United States of America (U.S. GAAP) using the accrual basis of accounting. In 2022, the Parent Company was acquired by Halifax Group, LLC. This transaction qualified as a business combination and acquisition accounting was applied at the Parent Company level. Push down accounting was not required, but was applied, and as such, the accompanying financial statements reflect the fair value basis adjustment of assets and liabilities as of December 15, 2022. The significant accounting policies followed are described below to enhance the usefulness of the financial statements to the reader.

<u>Use of Estimates</u>

The preparation of financial statements requires management to make estimates and assumptions that affect the reported amounts of revenues and expenses during the reporting period and the reported amounts of assets and liabilities at the date of the financial statements. On an ongoing basis, the Company's management evaluates the estimates and assumptions based upon historical experience and various other factors and circumstances. The Company's management believes that the estimates and assumptions are reasonable in the circumstances; however, the actual results could differ from those estimates.

Cash and Cash Equivalents

The Company considers all highly liquid debt instruments purchased with a maturity of three months or less to be cash equivalents. Cash and cash equivalents are maintained at financial institutions and, at times, balances may exceed federally insured limits. The Company's non-interest-bearing cash balances are insured up to $250,000 per depositor at each financial institution, which may at times exceed these limits.

Accounts Receivable

Accounts receivable are shown at their net realizable value. Management uses their experience to analyze balances and then applies an appropriate estimate for uncollectible accounts. As of December 31, 2023 and 2022, there was no allowance for doubtful accounts. All accounts receivable consist of amounts due from continuing franchisees.

Prepaid Expenses

Prepaid expenses consist primarily of prepaid marketing fees, prepaid insurance, and prepaid conference costs.

Property and Equipment

Expenditures for the acquisition of property and equipment in excess of $500 are recorded at cost. Depreciation expense is provided using the straight-line method over the estimated useful lives of the assets, which is generally three to seven years for furniture, equipment, and software. Depreciation expense of $113,825 for the year ended December 31, 2023 and $169,866 for the year ended December 31, 2022 was recorded.

The Company reviews the carrying value of property and equipment for impairment whenever events and circumstances indicate that the carrying value of an asset may not be recoverable from the estimated future cash flows expected to result from its use and eventual disposition. In cases where undiscounted expected future cash flows are less than the carrying value, an impairment loss is recognized equal to an amount by which the carrying value exceeds the fair value of assets. The factors considered by management in performing this assessment include current operating results, trends and prospects, the manner in which the property is used, and the effects of obsolescence, demand, competition, and other economic factors. Based on this assessment, management determined that there was no impairment as of December 31, 2023 and 2022.

Amortization of Intangibles

Purchased intangibles have been analyzed as to classification and service life. The Company has elected to use the accounting alternative for goodwill which allows for goodwill to be amortized over ten years.

Repurchased territories and the franchise disclosure document were revalued as part of the acquisition of the Company. They were valued at $0 as of December 31, 2023 and 2022.

The following is a summary of acquired goodwill and intangibles as of December 31:

	2023	2022	Useful Life
Trade names/trademarks	$ 2,486,000	$ 2,743,000	15 years
Franchise agreements	10,126,000	11,640,000	10 years
Assembled workforce	269,000	269,000	15 years
Revolver	79,749	-	10 years
Goodwill	27,516,272	25,808,704	10 years
Total Goodwill & Intangibles	40,477,021	40,460,704	
Less: Accumulated amortization	(4,120,141)	(117,578)	
Goodwill & Intangibles, Net	$ 36,356,880	$ 40,343,126	

Current Liabilities

Current liabilities are obligations that are reasonably expected to be settled by either liquidating current assets or creating other current liabilities. Current liabilities include obligations that, by their terms, are due anywhere within one year of the balance sheets date or are payable on demand. Accrued liabilities relate to normal day-to-day operations of the Company and consist primarily of franchisee sales commissions and employee compensation earned but not paid as of December 31, 2023 and 2022.

Revenue Recognition - Franchise Fees

Franchise fees consist of initial and additional territory franchise fees from franchise agreements and software licensing agreements. Under franchise agreements, the Company provides franchises with (i) a franchise license, which includes a license to use the Company's intellectual property, (ii) pre-opening services; such as training, opening assistance, manual, and initial marketing; and Mobilink set up, and (iii) ongoing services, such as inspections and equipment and advertising approval, and additional training and assistance. The Company has identified three performance obligations in relation to its franchise agreements; the franchise rights, Mobilink set up, and initial marketing. The Company concluded that all services, except for the Mobilink set up and initial marketing, are not distinct from the franchise rights and bundled these activities into a single performance obligation.

The Company has determined that the stated fees in the franchise contract reflect the standalone purchase price of each performance obligation. The Company recognizes the revenue from these performance obligations as follows: Fees related to the franchise rights are recognized over the term of the franchise contract which is generally ten years. The Mobilink set up fees and initial marketing fees are recognized when the franchisee commences operations. The franchise fees, Mobilink fees, and initial marketing fees are payable up front upon entering into the contract and are nonrefundable. Upfront fees are deferred until the Company satisfies its performance obligations.

Royalty Fees and Other Revenue

The sales royalty fee ranging from 5% to 7% is recognized as revenue weekly as it is due according to franchise agreements. The sales royalty fee charged to each franchisee is based on a tiered royalty structure, which ranges from 5% to 7% based on each individual franchisee's cumulative year-to-date sales levels.

The marketing fee was 1.25% in 2023 and 2022. The general marketing fee, which was implemented in December 2015, was the lesser of 2.75% or $350 per month. As of December 31, 2023 and 2022, marketing expenditures approximate or exceeded amounts received as marketing fees.

Franchise agreements executed prior to April 10, 2013 (the "Amendment Date") required that contributions be made to an independent marketing fund used to defray general operating expenses, except for reasonably related administrative costs and overhead incurred in marketing activities. Under franchise agreements executed after the Amendment Date, there is no obligation to conduct advertising programs with the marketing fees. Marketing fees received related to franchise agreements executed prior to the Amendment Date are recorded on a net basis with amounts received subsequent to the Amendment Date recorded on a gross basis.

Advertising Expense

The Company expenses franchisor advertising costs as incurred. Advertising expense was $138,365 for the year ended December 31, 2023 and $148,397 for the year ended December 31, 2022.

Post-Retirement Employee Benefit Plans

The Company does not maintain any form of post-retirement employee benefit plans.

Reclassifications

Certain reclassifications of amounts previously reported have been made to the accompanying financial statements to maintain consistency between periods presented. The reclassifications had no impact on previously reported members' equity.

Income Taxes

The Company has elected to be taxed as a partnership for federal and state income tax purposes; therefore, the tax effect of their operating activities accrues to their respective members. As a consequence, no liability for federal or state taxes is presented in the accompanying balance sheets. Net income for financial statement purposes may differ significantly from taxable income reportable by the owners as a result of differences between the tax basis and financial reporting basis of assets and liabilities and taxable income allocation requirements under the respective operating agreement. Individual owners' tax accounting, which is partially dependent upon the owners' tax position, differs from the accounting followed in the accompanying financial statements. The Company follows the provisions of the Accounting for Uncertainty in Income Taxes Topic of the Codification. The Company has not recorded a reserve for any tax positions for which the ultimate deductibility is highly uncertain, but for which there is uncertainty about the timing of such deductibility. When, and if applicable, potential interest and penalty costs are accrued as incurred with expenses recognized in operating expenses in the accompanying statements of profit and loss and members' equity. As of December 31, 2023 and 2022, the Company had no liability for unrecognized tax liabilities.

Partnership tax returns are subject to examination and adjustments for a period of three years after filing. Management believes the oldest year subject to audit is 2020.

Subsequent Events

Subsequent events have been evaluated through February 26, 2024, which is the date the financial statements were available to be issued. Events occurring after that date have not been evaluated to determine whether a change in the financial statements would be required.

3. RELATED PARTY TRANSACTIONS

101 Mobility, LLC licensed the trademark, 101 Mobility, to 101 Mobility Franchise Systems, LLC on March 1, 2010. The principal owners of both companies are the same affiliates.

Employees of 101 Mobility, LLC performed management and administrative services related to employee payroll for 101 Mobility Franchise Systems, LLC for the years ended December 31, 2023 and 2022. 101 Mobility, LLC periodically reviews allocations of time and efforts spent for each entity and this was used as a basis for 101 Mobility, LLC to charge 101 Mobility Franchise Systems, LLC approximately $1,502,000 for the year ended December 31, 2023 and approximately $1,187,000 for the year ended December 31, 2022 for these services. As part of the 2013 business combination, the Company entered into a management service understanding with an affiliate of the majority owner that provides for a management fee, payable quarterly, based on 1% of net revenues not to exceed $750,000 annually, plus certain out-of-pocket expenses. As the agreement was cancelled according to the 2022 business combination, the Company did not accrue fees under this understanding in 2023. The Company accrued approximately $55,000 for the year ended December 31, 2022. This agreement ended after the business combination occurred on December 15, 2022.

As part of the 2022 business combination, the Company entered into a new management service understanding with an affiliate of the majority owner that provides for a management fee, payable quarterly, based on a percentage of EBITDA. The Company did not incur any expense related to this agreement for the year ended December 31, 2022, but incurred approximately $259,000 under this agreement for the year ended December 31, 2023.

The Company shares an office building which is leased by 101 Mobility, LLC from an independent party. The Company paid 101 Mobility, LLC approximately $240,000 for the years ended December 31, 2023 and 2022 for a portion of the headquarters office, which 101 Mobility Franchise Systems, LLC occupies, as well as related occupancy expenses. 101 Mobility, LLC made payments for routine shared occupancy operating expenses on behalf of the Company and affiliates which totaled approximately $292,000 for the year ended December 31, 2023 and approximately $291,000 for the year ended December 31, 2022.

Debt of the Company is allocated between multiple affiliated entities. During 2023 and 2022, the Company paid the interest expense incurred by 101 Mobility, LLC and APD relating to the shared debt. The Company paid approximately $2,318,000 related to this interest expense during the year ended December 31, 2023 and approximately $80,000 related to this interest expense during the year ended December 31, 2022.

The Company recognized fees from their affiliate of approximately $49,000 for the year ended December 31, 2023 and approximately $37,000 for the year ended December 31, 2022, which are included in marketing fund contributions in the accompanying statements of profit and loss and members' equity.

Periodically, based on the timing of payments, the Company will have amounts due to or due from affiliates for recurring operating expenses as described above in this note. A related party receivable of approximately $1,022,000 as of December 31, 2023 and approximately $0 as of December 31, 2022 was recorded, related to certain operating expenses that will be incurred by affiliates on behalf of the Company, as well as excess cash holdings of the Company advanced to affiliates. A related party payable of approximately $0 as of December 31, 2023 and approximately $15,000 as of December 31, 2022 was recorded for management fees and interest expenses.

Effective December 15, 2022, affiliates of the Company entered into a new senior credit facility with the affiliates' existing senior lenders. No amount has been drawn from the line of credit in the current year.

4. CONTINGENCIES

Certain conditions may exist which may result in a loss to the Company, but will only be resolved when one or more future events occur or fail to occur. The Company's management and its legal counsel assess such contingent liabilities, and such assessment inherently involves an exercise of judgment. In assessing loss contingent related to legal proceedings that are pending against the Company, or unasserted claims that may result in such proceedings, the Company's legal counsel evaluates the perceived merits of any legal proceedings or unasserted claims, as well as the perceived merits of the amount of relief sought or expected to be sought therein.

If the assessment of a contingency indicates that it is probable that a material loss has been incurred and the amount of the liability can be estimated, the estimated liability would be accrued in the Company's financial statements. If the assessment indicates that a potentially material loss contingency is not probable, but is reasonably possible or is probable but cannot be estimated, the nature of the contingent liability, together with an estimate of the range of possible loss if determinable and material, would be disclosed.

Loss contingencies considered remote are generally not disclosed unless they arise from guarantees, in which case the guarantees would be disclosed.

As a result of the Halifax Group, LLC acquisition of the Company, a contingent liability related to future consideration due to the seller was deemed by management to be probable to occur and can be reasonably estimated. The contingent liability was based on a calculation of EBITDA for the Company during 2022. All transactions were settled in 2023, and no contingent liability is recorded in the financial statements as of December 31, 2023.

5. LONG-TERM DEBT

Long-term debt consisted of the following as of December 31:

	2023	2022
Note payable to multiple banks dated December 15, 2022. The note was restructured by the related parties during 2023, which led to more debt being allocated to the Company. The interest rate is a combination of a SOFR rate plus an applicable spread. This combined rate for the note as of December 31, 2023 was 5.35%. The note is due in quarterly principal installments of $50,058 beginning on March 31, 2022 and ending on December 31, 2028. All remaining principal is due on December 31, 2028.	$ 23,470,035	$ 20,069,449
Less: Current maturities	(200,232)	(200,232)
Long-Term Debt, Net	$ 23,269,803	$ 19,869,217

The following schedule outlines principal payments due on the note payable:

Year	Amount
2024	$ 200,232
2025	200,232
2026	200,232
2027	200,232
2028	22,669,107
Thereafter	-
Total	$ 23,470,035

6. REVOLVING LINE OF CREDIT AND DEFERRED DRAW TERM LOAN

The Company and related party affiliates have a revolving line of credit of $15,000,000 as of December 31, 2023. No draws on this line of credit were made during 2023 or 2022 by any affiliated entity.

The Company and related party affiliates have a deferred draw term loan ("DDTL") which may be drawn in future periods up to $33,000,000 as of December 31, 2023. In 2023, the Company and Harmar Mobility, LLC took a draw of the DDTL of $3,500,000 and $1,500,000, respectively. No DDTL's were taken during 2022 by any affiliated entity.

7. BUSINESS COMBINATION

On December 15, 2022, the Company was acquired by Halifax Group, LLC, through affiliated entities. The Company was acquired through an equity interest purchase. The fair value of the total consideration on the date of the acquisition of the Company was $36,744,378 which included all existing assets and liabilities and newly recognized goodwill and intangibles.

The amounts recognized related to the assets and liabilities purchased on December 15, 2022 are as follows:

Accounts receivable, net	$ 46,460
Prepaid expenses	39,674
Other current assets	222,694
Fixed assets	224,000
Intangible assets, net	14,652,000
Goodwill	25,728,956
Cash overdrafts	(56,856)
Accounts payable	(10,918)
Deferred revenue	(71,551)
Other current liabilities	(157,547)
Long-term liabilities	(1,242,534)
Contingent seller consideration	(2,630,000)
Total Consideration	$ 36,744,378

Goodwill has been recognized as a result of the business combination. Goodwill is made up of anticipated synergies between the acquiree and acquirer that make up intangible assets that are not easily identifiable as separate assets. See Note 2 for policy regarding amortization of goodwill and intangibles.

EXHIBIT G

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EXHIBIT H

LIST OF STATE ADMINISTRATORS

AND

LIST OF AGENTS FOR SERVICE OF PROCESS

LIST OF STATE ADMINISTRATORS

STATE	STATE ADMINISTRATOR
CALIFORNIA	Department of Financial Protection and Innovation: 320 West 4th Street, Suite 750 Los Angeles, California 90013 (866) 275-2677
HAWAII	Commissioner of Securities of the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street Honolulu, Hawaii 96813 (808) 586-2722
ILLINOIS	Franchise Bureau Office of the Attorney General 500 South Second Street Springfield, Illinois 62706 (217) 782-4465
INDIANA	Securities Commissioner Indiana Securities Division 302 West Washington St., Room E-111 Indianapolis, Indiana 46204 (317) 232-6681
MARYLAND	Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, Maryland 21202-2021 (410) 576-6360
MICHIGAN	Department of Attorney General Consumer Protection Division Franchising Unit 525 West Ottawa Street G. Mennen Williams Building, 1st Floor Lansing, Michigan 48913 (517) 373-1837
MINNESOTA	Minnesota Department of Commerce 85 7th Place East, Suite 280 Saint Paul, Minnesota 55101 (651) 539-1600
NEW YORK	NYS Department of Law Investor Protection Bureau 28 Liberty St., 21st Floor New York, New York 10005 (212) 416-8222
NORTH DAKOTA	North Dakota Securities Department 600 East Blvd. Ave., Fifth Floor Dept 414 Bismarck, North Dakota 58505-0510 (701) 328-4712

STATE	STATE ADMINISTRATOR
RHODE ISLAND	Securities Division Department of Business Regulation 1511 Pontiac Avenue, Building 69-1 Cranston, Rhode Island 02920 (401) 462-9585
SOUTH DAKOTA	Department of Labor and Regulation Division of Securities 445 East Capitol Pierre, South Dakota 57501-3185 (605) 773-3563
VIRGINIA	State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street. 9th Floor Richmond, Virginia 23219 (804) 371-9672
WASHINGTON	Department of Financial Institutions Securities Division 150 Israel Road, S.W. Tumwater, Washington 98501 (360) 902-8760
WISCONSIN	Franchise Registration Division of Securities Wisconsin Department of Financial Institutions 201 W. Washington Street, Suite 300 Madison, Wisconsin 53703 (608) 266-3364

LIST OF STATE AGENTS FOR SERVICE OF PROCESS

STATE	AGENT
CALIFORNIA	Commissioner of Financial Protection and Innovation Department of Financial Protection and Innovation 320 West 4th Street, Suite 750 Los Angeles, CA 90013
HAWAII	Hawaii Commissioner of Securities Department of Commerce and Consumer Affairs 335 Merchant Street, Room 203 Honolulu, Hawaii 96813
ILLINOIS	Illinois Attorney General Franchise Division 500 South Second Street Springfield, IL 62706 (217) 782-1090
INDIANA	Secretary of State Administrative Offices of the Secretary of State 201 State House Indianapolis, IN 46204 (317) 232-6681
MARYLAND	Maryland Securities Commissioner Division of Securities 200 St. Paul Place, 25th Floor Baltimore, MD 21202-2020
MICHIGAN	Michigan Department of Attorney General Consumer Protection Division Attn: Franchise Section 525 W. Ottawa St. G. Mennen Williams Bldg., 1st Floor Lansing, Michigan 48913 (517) 373-7117
MINNESOTA	Minnesota Department of Commerce 85 7th Place East, Suite 280 Saint Paul, MN 55101 (651) 539-1600
NEW YORK	Secretary of State of the State of New York One Commerce Plaza 99 Washington Avenue Albany, NY 12231
NORTH CAROLINA	CT Corporation System 160 Mine Lake Ct, Suite 200 Raleigh, NC 27615-6417
NORTH DAKOTA	Securities Commissioner North Dakota Securities Department 600 East Boulevard Avenue State Capitol – 5th Floor, Dept. 414 Bismarck, North Dakota 58505-0510

STATE	AGENT
RHODE ISLAND	Director of Business Regulation Division of Banking and Securities 233 Richmond Street, Suite 232 Providence, RI 02903-4232 (401) 222-3048
SOUTH DAKOTA	Division of Insurance Securities Regulation 124 S. Euclid, Suite 104 Pierre, South Dakota 57501
VIRGINIA	Clerk of the State Corporation Commission 1300 East Main Street 9th Floor Richmond, VA 23219 (804) 371-9733
WASHINGTON	Director of Department of Financial Institutions Securities Division – 3rd Floor 150 Israel Road, S.W. Tumwater, Washington 98501
WISCONSIN	Wisconsin Division of Securities Wisconsin Department of Financial Institutions 201 W. Washington Avenue, Suite 300 Madison, Wisconsin 53703

EXHIBIT I

LIST OF CURRENT FRANCHISEES
AND
LIST OF FORMER FRANCHISEES

LIST OF CURRENT FRANCHISEES

Franchised Outlets Open
As of December 31, 2024

STATE	FRANCHISEE	ADDRESS	NO. OF OUTLETS[1]	TELEPHONE
Alabama	RDG Team, LLC Derek Gann	6600 Walt Drive, Suite E Birmingham, AL 35242	3	205-538-5692
Alaska	Mobility Solutions of Alaska, LLC Scott Heim	1051 East Bogard Road, Wasilla, AK 99654	1	907-521-7101
Arizona	Total Mobility & Accessibility of Arizona, LLC Larry Wright and Dave Malloy	9830 S. 51st Street, Suite B-101, Phoenix, AZ 85044	4	480-553-7029
California	Mobility Specialists of SoCal Inc. Ben Marsh	5671 Palmer Way, Ste. F, Carlsbad, CA 92010	3	858-800-2820
	GIGA Corp Gary Bucher	729 West 16th St, Ste A4, Costa Mesa, CA, 92627	4	714-267-3700
	Sacramento Valley Mobility, Inc. Paul Lenser	1940 Terracina Dr., Sacramento, CA 95834	8	916-432-3781
	Care2Adapt LLC Fouad BouSalman	1161 Brittan Avenue San Carlos, CA 94070	2	213-309-2298
Colorado	OLM Holdings, Inc. Gary Luecke	7346 S Alton Way, Unit 10-K, Centennial, CO 80112	3	303-459-6990
Connecticut	Mobility Access, LLC John Macdonald	485 New Park Avenue West Hartford, CT 06110	4	860-904-6653
Delaware	Madrag, LLC Michel Ragland	1209 Old Coochs Bridge Rd., Newark, DE 19713	1	610-779-6961
	Shore Mobility, Inc. Lee Marks	58 Log Canoe Circle Stevensville, MD 21666	1	443-453-5737
Florida	Solwave, LLC James Sok	4949 Sunbeam Rd. Ste 1, Jacksonville, FL 32257	2	904-891-9515

STATE	FRANCHISEE	ADDRESS	NO. OF OUTLETS[1]	TELEPHONE
	SSD Mobility, LLC Daniel Azulay	19599 NE 10th Ave. SteG, Miami, FL 33179	6	754-202-4493
	Florida Mobility Equipment Co., LLC Chuck Vollmer	5975 Cattlemen Lane Sarasota, FL 34232	1	941-378-0797
	MGallan LLC Martin Gallan	15 Hargrove Lane, Bldg. 5, Unit E, Palm Coast, FL 32137	4	386-585-4433
	Tampa Meet Again, LLC Celina Feijoo Federico LoBruno	7620 Gunn Hwy., Ste. 160, Tampa, Florida 33625	2	813-616-8009
Georgia	Stay Active, Inc. Garol Orr	935 Hwy 124, Ste. 206 Braselton, GA 30517	7	770-791-2000
Idaho	Stallones Mobility, LLC A.J. Stallones	905 S. Industry Way, Suite 107, Meridian, ID 83642	1	208-906-3881
Illinois	Progressive Independence, LLC Nick Lopez Elizabeth Lopez	2531 Technology Drive, Ste 305, Elgin, IL 60124	4	847-551-5911
	TRN Mobility Solutions, LLC Tara Nieberding	1701 Quincy Avenue, Unit 12 Naperville, IL 60540	2	630-524-0015
	Kasper Healthcare Enterprises, Inc. Rick Kasper	11535 W 183rd Place, Suite 102, Orland Park Illinois 60467	2	708-968-1250
Indiana	Indy Access & Mobility Jon & Kerry Thomas	8501 Bash St Ste 600, Indianapolis, IN 46250	4	317-793-2490
	NWI Mobility, Inc. Jeff Schreiber	1454 E. 86th Pl., Merrillville, IN 46410	1	219-350-0031
Iowa	Mobility & Access Solutions Dave Aschoff	4450 NW Urbandale Dr. Urbandale, IA 50322	2	515-278-5669
	Mobility Solutions LLC John Flaugh and Dave Aschoff	4450 NW Urbandale Dr. Urbandale, IA 50322	2	515-278-5669

STATE	FRANCHISEE	ADDRESS	NO. OF OUTLETS[1]	TELEPHONE
Kansas	Heartland Access Solutions, LLC Bill Schwartz	8924 Nieman Rd. Overland Park, KS 66214	4	913-533-7717
Kentucky	Merici Ltd. Moira Bonnr	9723 Kenwood Road Cincinnati, OH 45242	1	513-538-0900
	Access & Mobility Enterprises, Inc. Justin Murdock	302 Virginia Avenue, Huntington, WV 25701	1	304-522-6808
	1st Mobility, LLC Jerry Kieffer	100 Lex Carter Circle Scottsville, KY 42164	1	855-211-1303
Maine	Mobility New England, LLC Mat Soch	3 Southgate Road, Unit 3 Scarborough, ME 04074	2	207-424-1300
Maryland	Madrag, LLC Michel Ragland	11436 Cronridge Dr., Ste. L, Owings Mills, MD 21117	2	610-779-6961
	Total Mobility, LLC Matt Riordan	45975 Nokesville Blvd. Sterling, VA 20166	1	703-574-4721
	Shore Mobility, Inc. Lee Marks	58 Log Canoe Circle Stevensville, MD 21666	2	443-453-5737
Massachusetts	Boston Mobility Solutions, LLC Jos Kerstens and Mary Lynn Miller	289 Elm Street, Suite 115, Marlborough, MA 01752	7	508-449-9126
Michigan	Home Unbound Michigan, Inc. Hamilton Gayden	465 Enterprise Court, Bloomfield Hills, MI 48302	8	615-482-0677
Minnesota	Triple Aim Health, LLC Michael Condon	5203 W. 73rd, Edina, MN 55439	1	612-405-0063
Missouri	Kohlbrecher Mobility, LLC Brad Kohlbrecher Kristine Kohlbrecher	831 Westwood Industrial Park Dr., Weldon Spring, MO 63304	2	636-447-1414
Nebraska	NAB Mobility Solutions, LLC Tom Riedl	10717-9 Mockingbird Drive, Omaha, NE 68127	1	531-329-9880

STATE	FRANCHISEE	ADDRESS	NO. OF OUTLETS[1]	TELEPHONE
Nevada	MKA Inc. Ed and Michelle Andres	3151 W. Tompkins Ave., Las Vegas, NV 89103	2	408-367-9216
New Hampshire	Boston Mobility Solutions, LLC Jos Kerstens	289 Elm Street, Suite 115, Marlborough, MA 01752	1	508-449-9126
New Jersey	OPM Management, LLC Dave Muti	315 Wootton Street - Unit C, Boonton, NJ 07005	3	973-794-6481
	Doluri, Inc. Dominic Romano	121 Ethel Road West, Ste 6A, Piscataway, NJ 08854	3	973-995-1900
New York	KTK Mobility, Inc. Kim Kuester	55 Central Avenue, Unit B, Farmingdale, NY 11735	3	516-500-3100
	Millan Healthcare Solutions, LLC Miguel Millan	2395 Dewey Avenue Rochester, NY 14615	1	585-270-5689
	Accessible Resources, LLC Glenn Shapiro	768 North Broadway, White Plains, NY 106031	1	914-939-6314
North Carolina	Barnhardt Mobility, LLC Keith Barnhardt	135 South C Street Fayetteville, NC 28301	1	910-779-0781
	AMAJS Group, Inc. Mike & Allison Spears	3209 Gresham Lake Road Raleigh, NC 27615	2	919-800-8667
	L&L Access, LLC[6] Luke Sampson and Lisa Wertheim	126-A Statesville Blvd. Salisbury, NC 28144	2	704-310-5964
Ohio	Merici Ltd. Moira Bonn	9723 Kenwood Road, Cincinnati, OH 45242	4	513-538-0900
Pennsylvania	Jemilex, Inc. David Myers	3430 Progress Drive Suite E Bensalem, PA 19020	5	215-638-0101
	Lucasforce, Inc. Craig Lucas	507 North York Street, Ste. 3 Mechanicsburg, PA 17055	2	717-775-5852

STATE	FRANCHISEE	ADDRESS	NO. OF OUTLETS[1]	TELEPHONE
	101 Cameo Appearances, LLC Greg Slepecki	770 Vista Park Dr. Bldg. #7 Pittsburgh, PA 15205	2	412-787-7981
	Madrag, LLC Michel Ragland	200 Bethlehem Dr., Bldg C-145, Morgantown, PA 19543	3	610-779-6961
Rhode Island	Boston Mobility Solutions, LLC Jos Kerstens and Mary Lynn Miller	289 Elm Street, Suite 115, Marlborough, MA 01752	2	508-449-9126
South Carolina	L&L Access, LLC Luke Sampson and Lisa Hill	450 Deanna Lane Ste. G Charleston, SC 29492	1	843-990-5040
	Upstate Carolina Mobility, LLC Janice Gordon and David Darn	1120 West Butler Rd. Suite I Greenville, SC 29607	2	864-269-6985
Tennessee	1st Mobility, LLC Jerry Kieffer	9005 Overlook Blvd., Suite 102, Brentwood, TN 37027	2	855-211-1303
	Stay Active, Inc. Garol Orr	109 Jordan Drive, Suite A, Chattanooga, TN 37421	2	865-896-9425
	Weatherly Mobility Enterprises, LLC Jimmy Weatherly	3840 Viscount Ave. Ste. 14, Memphis, TN 38118	1	901-779-4199
Texas	10137050 USA Ltd. Julie Donaldson	3520 FM 723, Unit B, Rosenberg, TX 77471	1	281-572-5070
	Total Accessibility, Inc. Kellye Jennings	1450 West Highway 290 #911, Dripping Springs, TX 78620	2	512-829-1101
	Behrens Residential Elevators and Lifts, LLC Todd and Melissa Behrens and Lisa Wertheim	2902 Avenue R ½, Galveston, TX 77550	2	409-599-1322
	LMJC, Inc. Laurance Fitsch-Mouras	5829 W Sam Houston Pkwy, #701, Houston, TX 77041	5	832-701-0101
	Bach Mobility, LLC Allison Smoot	12500 Network Blvd., San Antonio, TX 78249	1	830-755-2425

STATE	FRANCHISEE	ADDRESS	NO. OF OUTLETS[1]	TELEPHONE
	Pillar Mobility, LLC Mike Wright	25003 Pitkin Road, Spring, TX 77386	1	281-886-0661
Utah	Utah Mobility, LLC Kyle Binns	9380 South 670 West Unit B Sandy, UT 84070	2	801-999-8270
Virginia	Total Mobility, LLC Matt Riordan	45975 Nokesville Blvd. Sterling Virginia 20166	1	703-574-4721
	Barnhardt Mobility, LLC Keith Barnhardt	5188 Cleveland St., Virginia Beach, VA 23462	4	757-774-6677
Washington D.C.	Total Mobility, LLC Matt Riordan	45975 Nokesville Blvd. Sterling VA 20166	1	703-574-4721
West Virginia	Access & Mobility Enterprises, Inc. Jason Murdock and Corey Belville	302 Virginia Ave. Huntington, WV 25701	1	304-522-6808
Wisconsin	Garth Point Group, Inc. Mike and Mary Lynn Larson	2312 W. Nordale Drive, Appleton, WI 54914	2	920-738-7001
	DmDz, Inc. Donna Dziewik	1900 Airport Rd. Unit B Waukesha, WI 53188	3	262-524-0900

Franchise Agreements Signed But Not Opened
As of December 31, 2024

STATE	FRANCHISEE	ADDRESS	NO. OF OUTLETS[1]	TELEPHONE
North Carolina	Tom and Laurie Grant	3846 George II Highway SE, Unit A, Southport, NC 28461	1	910-845-2846

Note 1. The term "Outlets" as used in the above franchisee lists is consistent with the term "Outlets" used in the Item 20 charts and is the equivalent of the term "Territory" as defined in the franchise agreement.

LIST OF FORMER FRANCHISEES

As of December 31, 2024

Franchisees who were terminated, cancelled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under their franchise agreement as of December 31, 2024, or who have not communicated with us within the last 10 weeks.

Transfer:

FRANCHISEE	CITY	STATE	NO. OF OUTLETS[1]	PHONE NUMBER
Colleen Gill Gill Health Solutions, LLC	Essex	CT	3	203-687-9891
Peter Farran Triple Aim Health, LLC	Edina	MN	1	612-695-6475

Note 1. The term “Outlets” as used in the franchisee lists in this Exhibit I is consistent with the term “Outlets” used in the Item 20 charts and is the equivalent of the term “Territory” as defined in the franchise agreement.

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

EXHIBIT J

COMPLIANCE QUESTIONNAIRE

COMPLIANCE QUESTIONNAIRE

TO BE COMPLETED THE SAME DAY YOU SIGN THE FRANCHISE AGREEMENT

(*NOT* FOR USE AND *VOID* IN CALIFORNIA, HAWAII, ILLINOIS, INDIANA, MICHIGAN, MINNESTOA, NEW YORK, NORTH DAKOTA, RHODE ISLAND, SOUTH DAKOTA, VIRGINIA, AND WASHINGTON, WISCONSIN)

Do not sign this Questionnaire if you are a resident of Maryland or Washington or the franchise is to be operated in Maryland or Washington.

You are preparing to enter into a 101 MOBILITY® Franchise Agreement (the "**Agreement**") with us, 101 Mobility Franchise Systems, LLC. The purposes of this Questionnaire are to confirm that you understand the terms of the contract and the limitations on claims you may make by reason of the purchase and operation of your franchise, and to determine whether any statements or promises were made to you that we have not authorized or that might be untrue, inaccurate or misleading. **You must sign and date this Questionnaire the same day you sign the Franchise Agreement and pay your franchise fee. Please closely review each of the following questions and statements carefully and provide honest and complete responses to each.**

1. Have you received and personally read the 101 MOBILITY Franchise Disclosure Document ("**FDD**")?

   Yes _____ No _____

2. Did you give us a signed receipt for the copy of the FDD that we furnished to you?

   Yes _____ No _____

3. Do you understand all of the information contained in the FDD?

   Yes _____ No _____

4. Have you received and personally read the 101 Mobility Franchise Agreement?

   Yes _____ No _____

5. Do you understand all of the terms of the Agreement?

   Yes _____ No _____

6. Have any of our representatives recommended that you have the FDD and agreements reviewed by an attorney?

   Yes _____ No _____

7. A) Have you, in fact, discussed the FDD, the agreements, and the benefits and risks of operating a 101 Mobility franchise with an attorney?

   Yes _____ No _____

   If No, do you wish to have more time to do so?

   Yes _____ No _____

   B) Have you discussed the benefits and risks of operating a 101 MOBILITY Franchised Business with any other professional advisor?

   Yes _____ No _____ If yes, name and profession of advisor:

   C) Did you discuss the benefits and risks of operating a 101 MOBILITY Franchised Business with an existing 101 MOBILITY franchisee?

Yes _____ No _____

8. Other than the information presented in Item 19 of the FDD, have any of our employees or has any other person speaking on our behalf (this does not include franchisees whom you contact on your own) made any statement or representation (oral, written, or visual) regarding:

   A) The amount of money that others have made or that you might make as a 101 MOBILITY franchisee?

      Yes _____ No _____

   B) The revenue or profits that a 101 MOBILITY Franchised Business will generate?

      Yes _____ No _____

   C) Any other financial performance information about 101 MOBILITY businesses?

      Yes _____ No _____

9. Have you contacted any existing 101 MOBILITY franchisees about their financial performance?

   Yes _____ No _____

10. Please think about the statements or promises made to you by our employees (or by any other person purporting to speak on our behalf) concerning the advertising, marketing, training, support, or assistance that we will furnish to you. Were any such statements or promises contrary to, or different from, the information contained in the FDD?

   Yes _____ No _____

11. In entering into the Franchise Agreement, are you relying on any statement, promise, or assurances by us or anyone speaking or purporting to speak on our behalf, other than the terms of the Agreement itself (including any Amendment, if applicable)?

   Yes _____ No _____

12. Would you agree that the success or failure of your 101 Mobility franchise will depend in large part on your own skills and abilities and efforts, and those of the people you employ, as well as many factors beyond your control such as competition, the economy, inflation, labor and equipment costs, the marketplace, and other business factors?

   Yes _____ No _____

13. Do you understand the Franchise Agreement provides you can only collect compensatory damages on any claim under or relating to the Franchise Agreement, and not any punitive, exemplary or multiple damages?

   Yes _____ No _____

14. Do you understand that, unless otherwise explicitly stated in written agreements you execute with us, we do not have to sell you a franchise or additional franchises (or Areas of Primary Responsibility), or consent to your purchase of existing franchises?

   Yes _____ No _____

15. Do you understand that the Franchise Agreement contains the entire agreement between us and you concerning the franchise for the 101 MOBILITY Franchised Business, meaning any prior oral or written statements not set out in the Franchise Agreement will not be binding?

   Yes _____ No _____

16. Do you understand that once you sign the Franchise Agreement and pay the Initial Franchise Fee, your Initial Franchise Fee payment is nonrefundable under any circumstance?

Yes _____ No _____

17. Do you understand that, under the terms of the Franchise Agreement, you are fully responsible and liable for complying with all government license and permit requirements, as well as with all laws and regulations applicable to the establishment and operation of your 101 MOBILITY Franchised Business?

Yes _____ No _____

18. Has any employee or any other person speaking on our behalf promised or assured you that you will derive any revenue at all from Veteran Administration hospital-related sales?

Yes _____ No _____

19. Do you understand that you are fully responsible for developing your own customer base and for the potential sales and revenues of your own 101 MOBILITY Franchised Business and that we have no obligation to refer customers or business to your 101 MOBILITY Franchised Business, including Veteran Administration hospital-related sales, or sale leads we receive via the Internet, phone, or any other channel of communication?

Yes _____ No _____

20. Do you understand that, while you are in no way assured of any Veterans Administration hospital-related dealer contracts and/or open market sales, numerous variables affect our and your ability to obtain and retain such sales, including, for example, our status with the government; and that any change in status, regulations, policies or other variables, whether known or unknown by us, could therefore have a significant impact on your 101 MOBILITY Franchised Business?

Yes _____ No _____

21. Do you understand the risks of operating a 101 MOBILITY Franchised Business?

Yes _____ No _____

You understand that we are acting in reliance on the truthfulness and completeness of your responses to the questions above in entering into the Agreements with Franchisee. By signing this Questionnaire, you are representing that you have responded truthfully to the above questions.

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

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

The Questionnaire does not waive any liability the franchisor may have under the Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunder.

THIS COMPLIANCE QUESTIONNAIRE AND ITS RESPONSES, IF COMPLETED, ARE VOID AS TO CALIFORNIA, HAWAII, ILLINOIS, INDIANA, MARYLAND, MICHIGAN, MINNESTOA, NEW YORK, NORTH DAKOTA, RHODE ISLAND, SOUTH DAKOTA, VIRGINIA, AND WASHINGTON, WISCONSIN FRANCHISEES.

THIS COMPLIANCE QUESTIONNAIRE MAY BE COMPLETED AND SIGNED WITH FULL FORCE AND EFFECT USING ELECTRONIC FIELD INPUTS AND SIGNATURES:

FRANCHISEE	OWNER/GUARANTOR
______________________________	
a/an ______________________________	
By: ______________________________	______________________________
Name: ______________________________	______________________________
Title: ______________________________	
Date: ______________________________	Date: ______________________________

EXHIBIT K

STATE EFFECTIVE DATES

STATE EFFECTIVE DATES

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

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

STATE	EFFECTIVE DATE
California	Pending
Hawaii	Pending
Illinois	Pending
Indiana	Pending
Maryland	Pending
Michigan	Pending
Minnesota	Pending
New York	Pending
North Dakota	Pending
Rhode Island	Pending
South Dakota	Pending
Virginia	Pending
Washington	Pending
Wisconsin	Pending

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

<u>EXHIBIT L</u>

RECEIPTS

RECEIPT

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

If 101 Mobility Franchise Systems, LLC offers you a franchise, it must provide this Disclosure Document to you 14 calendar-days before you sign a binding agreement with, or make payment to, us or one of our affiliates in connection with the proposed franchise sale or grant.

New York and Rhode Island require that we provide you with this Disclosure Document at the earlier of the first personal meeting or ten business days before you sign a binding agreement with, or make payment to, us or one of our affiliates in connection with the proposed sale or grant. Michigan requires that we provide you with this Disclosure Document ten business days before you sign a binding agreement with, or make payment to, us or one of our affiliates in connection with the proposed sale or grant.

If 101 Mobility Franchise Systems, LLC, does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the state agency listed on Exhibit G. Our registered agents authorized to receive service of process are set forth on Exhibit G.

The franchise seller for this offering is:

Name	Principal Business Address	Telephone Number
Joseph C. Loch	5221 Oleander Drive, Wilmington, NC 28403	(877) 350-2755
Kathleen McKay	5221 Oleander Drive, Wilmington, NC 28403	(877) 350-2755

Issuance Date: May 23, 2025

I acknowledge receiving this Franchise Disclosure Document dated May 23, 2025, including the following Exhibits:

Exhibit A – Franchise Agreement and Attachments
Exhibit B – State Specific Addenda
Exhibit C – General Release (Sample Form)
Exhibit D – Nondisclosure and Noncompete Agreement
Exhibit E – Promissory Note
Exhibit F – Financial Statements
Exhibit G – Manual Table of Contents
Exhibit H – List of State Administrators and List of Agents for Service of Process
Exhibit I – List of Current Franchisees and List of Former Franchisees
Exhibit J – Compliance Questionnaire
Exhibit K – State Effective Dates
Exhibit L – Receipt

Dated:______________________________

____
Printed Name

____
Signed individually and as an officer of
_______(a Corporation)
_______(a Partnership)
_______(a Limited Liability Company)

Dated:______________________________

____
Printed Name

____
Signed, individually and as an officer of
_______(a Corporation)
_______(a Partnership)
_______(a Limited Liability Company)

[KEEP THIS PAGE FOR YOUR RECORDS]

RECEIPT

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Exhibit L – Receipt

Dated:______________________________

____
Printed Name

____
Signed individually and as an officer of
_______(a Corporation)
_______(a Partnership)
_______(a Limited Liability Company)

Dated:______________________________

____
Printed Name

____
Signed, individually and as an officer of
_______(a Corporation)
_______(a Partnership)
_______(a Limited Liability Company)

[Please return this completed form to 101 Mobility Franchise Systems, LLC by Facsimile: 910-350-8032, E-mail: franchise@101mobility.com; or Regular Mail: 5221 Oleander Drive, Wilmington, North Carolina 28403.]